



City of Greenfield

599 El Camino Real
Greenfield, CA 93927

City Council Meeting Agenda

May 12, 2015

6:00 P.M.

Mayor John Huerta, Jr.

Mayor Pro-Tem, Raul Rodriguez

Councilmembers

Lance Walker

Avelina Torres

Leah Santibanez

Your courtesy is requested to help our meeting run smoothly.

Please follow the following rules of conduct for public participation in City Council meetings:

- Refraining from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

Please turn off cell phones and pagers.

A. CALL TO ORDER

B. ROLL CALL – CITY COUNCIL

Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibanez

C. INVOCATION BY ELDER EUGENE PLASKETT

**City Council Meeting Agenda
May 12, 2015**

D. PLEDGE OF ALLEGIANCE

E. AGENDA REVIEW

F. PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

This portion of the Agenda allows an individual the opportunity to address the Council on any items not on closed session, consent calendar, public hearings, and city council business. Under state regulation, **no action can be taken on non-agenda items, including issues raised under this agenda item.** Members of the public should be aware of this when addressing the Council regarding items not specifically referenced on the Agenda. **PLEASE NOTE:** For record keeping purposes and in the event that staff may need to contact you, we request that all speakers step up to the lectern and use the microphone, stating your name and address, which is strictly voluntary. This will then be public information. A three-minute time limit may be imposed on all speakers other than staff members.

G. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the City Council, unless a request for removal for discussion or explanation is received prior to the time Council votes on the motion to adopt.

G-1. APPROVE City of Greenfield Warrants #296476 through #296597 and Bank Drafts #1163 through #1191 in the amount of \$520,075.83 – **Page 1**

G-2. APPROVE Minutes of the April 13, 2105 Joint Special City Council Meeting, Minutes of the April 14, 2105 City Council Meeting, Minutes of the April 14, 2015 Special City Council Minutes, Minutes of the April 21, 2015 Special Work Session, Minutes of the April 28, 2015 Special Work Session and Minutes of the April 28, 2015 Special City Council Meeting and Minutes of the May 5, 2015 Special Work Session – **Page 23**

G-2. ADOPT a Resolution of the City Council of the City of Greenfield Initiating Proceedings for the Levy and Collection of Assessments within the Greenfield Landscape and Lighting Maintenance Assessment District No. 1 for Fiscal Year 2015/2016 and Ordering the Preparation of an Engineer's Report Pursuant to Part 2, Division 15 of the California Streets and Highway Code – **Resolution #2015-12 – Page 43**

G-3. ADOPT a Resolution of the City Council of the City of Greenfield Declaring Its Intention to Levy and Collect Assessments and Charges within the Landscape and Lighting Maintenance Assessment District No. 1 for Fiscal Year 2015/2016 and Appointing a Time and Place for a Public Hearing – **Resolution #2015-13 – Page 49**

City Council Meeting Agenda
May 12, 2015

- G-4. ADOPT** a Resolution of the City Council of the City of Greenfield Initiating Proceedings for the Levy and Collection of Assessments within the Greenfield Landscape and Lighting Maintenance Assessment District No. 2 for Fiscal Year 2015/2016 and Ordering the Preparation of an Engineer's Report Pursuant to Part 2, Division 15 of the California Streets and Highway Code – **Resolution #2015-14 – Page 51**
- G-5. ADOPT** a Resolution of the City Council of the City of Greenfield Declaring Its Intention to Levy and Collect Assessments and Charges within the Landscape and Lighting Maintenance Assessment District No. 2 for Fiscal Year 2015/2016 and Appointing a Time and Place for a Public Hearing – **Resolution #2015-15 – Page 57**
- G-6. ADOPT** a Resolution of the City Council of the City of Greenfield Initiating Proceedings for the Levy and Collection of Assessments within the Street and Drainage Maintenance Assessment District No. 1 for Fiscal Year 2015/2016 and Ordering the Preparation of an Engineer's Report Pursuant to the Provision of Chapter 6.4, Division 2 of the Government Code – **Resolution #2015-16 – Page 59**
- G-7. ADOPT** a Resolution of the City Council of the City of Greenfield Declaring Its Intention to Levy and Collect Assessments and Charges within the Street and Drainage Maintenance District No. 1 for Fiscal Year 2015/2016 and Appointing a Time and Place for a Public Hearing – **Resolution #2015-17 – Page 64**
- G-8. ADOPT** a Resolution of the City Council of the City of Greenfield Initiating Proceedings for the Levy and Collection of Assessments within the Street and Drainage Maintenance Assessment District No. 2 for Fiscal Year 2015/2016 and Ordering the Preparation of an Engineer's Report Pursuant to the Provision of Chapter 6.4, Division 2 of the Government Code – **Resolution #2015-18 – Page 66**
- G-9. ADOPT** a Resolution of the City Council of the City of Greenfield Declaring Its Intention to Levy and Collect Assessments and Charges within the Street and Drainage Maintenance District No. 2 for Fiscal Year 2015/2016 and Appointing a Time and Place for a Public Hearing – **Resolution #2015-19 – Page 72**

City Council Meeting Agenda
May 12, 2015

G-10. SUPPORT Letter Regarding SB 493, Senator Anthony Cannella
– *Page 74*

**H. MAYOR'S PRESENTATIONS, PROCLAMATIONS,
COMMUNICATIONS, RESOLUTIONS**

H-1. PRESENTATION by Lex Smith, CEO of Memorial Hospital
Regarding MMH Services in King City and Greenfield Clinic and
Proposed Expansion of Services

I. CITY COUNCIL BUSINESS

I-1. ADOPTION of a Resolution of the City Council of the City Of
Greenfield Approving a Utilities and Access Easement Agreement
with Clark Colony Water Company and Greenfield Senior
Associates – *Page 75*

a. Staff Report

b. Public Comments

c. City Council Comments / Review

Staff Recommended Action / Adopt Resolution #2015-20

I-2. ADOPTION of a Resolution of the City Council of the City of
Greenfield Awarding a Professional Services Contract to EMC
Planning Group to Prepare the 2015 Housing Element Update to
the City's General Plan – *Page 95*

a. Staff Report

b. Public Comments

c. City Council Comments / Review / Action

Staff Recommended Action / Adopt Resolution #2015-21

I-3. ADOPTION of a Resolution of the City Council of the City of
Greenfield Conditionally Awarding a Professional Services
Contract to PMC to Provide Administrative Subcontractor
Services to Assist the City in the Administration of Its \$2.0
Million CDBG Award – *Page 132*

a. Staff Report

b. Public Comments

c. City Council Comments / Review / Action

Staff Recommended Action / Adopt Resolution #2015-22

**City Council Meeting Agenda
May 12, 2015**

- I-4. ADOPTION** of a Resolution of the City Council of the City of Greenfield Awarding a Professional Services Contract to Wallace Group to Provide Water and Wastewater System Master Planning Services Under the City's CDBG Program Award – **Page 187**
 - a. Staff Report
 - b. Public Comments
 - c. City Council Comments / Review / Action**Staff Recommended Action / Adopt Resolution #2015-23**

- I-5. DISCUSSION AND UPDATE** of Proposed 2015-2017 Budget
 - a. Oral Report
 - b. Public Comments
 - c. City Council Comments / Review / Action

J. BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS ATTENDED BY MAYOR AND CITY COUNCIL

- a. League of California Cities Monterey Bay Division
- b. Association of Monterey Bay Area Governments
- c. Transportation Agency for Monterey County
 - c-1 – TAC Report
- d. Salinas Valley Solid Waste Authority
- e. Mayor Selection Committee
- f. Monterey Salinas Transit
- g. Budget and Finance Committee
- h. Code Enforcement Board
- i. Planning Commission
- j. Recreation and Special Events Committee
- k. Parks Committee

K. COMMENTS FROM CITY COUNCIL

L. CITY MANAGER REPORT

M. ADJOURNMENT

This agenda is dually posted outside City Hall and on the City of Greenfield web site
www.ci.greenfield.ca.us



Greenfield, CA

Check Report

By Check Number

Date Range: 04/11/2015 - 05/08/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
03938	ACCOUNTEMPS	04/20/2015	Regular	0.00	603.90	296476
00180	ALL SAFE INTEGRATED SYSTEMS	04/20/2015	Regular	0.00	265.00	296477
00215	ANTHEM - BLUE CROSS	04/20/2015	Regular	0.00	37,855.00	296478
00130	AT&T	04/20/2015	Regular	0.00	41.87	296479
00291	BACKFLOW DISTRIBUTORS, INC.	04/20/2015	Regular	0.00	77.41	296480
00201	BEN-E-LECT	04/20/2015	Regular	0.00	50.00	296481
03903	CENTRAL COAST SIGN FACTORY	04/20/2015	Regular	0.00	355.20	296482
00305	CHEVRON, U.S.A.	04/20/2015	Regular	0.00	56.69	296483
00752	CITY OF GREENFIELD	04/20/2015	Regular	0.00	1,972.95	296484
	Void	04/20/2015	Regular	0.00	0.00	296485
03052	COBRA GUARD, INC.	04/20/2015	Regular	0.00	47.60	296486
19021	COUNTY OF SANTA CLARA	04/20/2015	Regular	0.00	497.43	296487
00461	DATAFLOW BUSINESS SYSTEMS	04/20/2015	Regular	0.00	49.23	296488
00487	DIRECT TV	04/20/2015	Regular	0.00	45.59	296489
00651	FASTENAL COMPANY	04/20/2015	Regular	0.00	31.02	296490
00631	FERGUSON ENTERPRISES INC. 795	04/20/2015	Regular	0.00	280.89	296491
00653	FOOD 4 LESS	04/20/2015	Regular	0.00	18.09	296492
00794	GREEN LINE AND TOM'S SEPTIC TANK SERVICE	04/20/2015	Regular	0.00	1,045.00	296493
00725	GREEN RUBBER-KENNEDY AG	04/20/2015	Regular	0.00	703.28	296494
00700	GREENFIELD AUTO PARTS	04/20/2015	Regular	0.00	88.84	296495
00721	GREENFIELD TRUE VALUE	04/20/2015	Regular	0.00	411.79	296496
	Void	04/20/2015	Regular	0.00	0.00	296497
00820	HOME DEPOT CREDIT SERVICES	04/20/2015	Regular	0.00	452.24	296498
01119	KING CITY GLASS	04/20/2015	Regular	0.00	201.97	296499
01131	KUSTOM SIGNALS, INC.	04/20/2015	Regular	0.00	13,337.65	296500
03106	L+G, LLP Attorneys at Law	04/20/2015	Regular	0.00	14,686.00	296501
13023	MARLIN LEASING	04/20/2015	Regular	0.00	442.13	296502
01300	MISSION LINEN SUPPLY	04/20/2015	Regular	0.00	170.76	296503
13015	MNS ENGINEERS, INC.	04/20/2015	Regular	0.00	10,197.50	296504
03876	MONTEREY AUTO SUPPLY, INC.	04/20/2015	Regular	0.00	585.04	296505
13004	MONTEREY BAY ANALYTICAL SERVIC	04/20/2015	Regular	0.00	840.00	296506
01348	MONTEREY COUNTY INFORMATION TECHNOLOG	04/20/2015	Regular	0.00	483.00	296507
01304	MONTEREY COUNTY PETROLEUM	04/20/2015	Regular	0.00	11,866.79	296508
	Void	04/20/2015	Regular	0.00	0.00	296509
01365	MOSS, LEVY & HARTZHEIM	04/20/2015	Regular	0.00	1,000.00	296510
03896	NICK'S GARAGE	04/20/2015	Regular	0.00	1,007.15	296511
01506	OFFICE DEPOT	04/20/2015	Regular	0.00	2,005.15	296512
01532	O'REILLY AUTO PARTS	04/20/2015	Regular	0.00	114.84	296513
01654	PACIFIC COAST BATTERY SERVICE	04/20/2015	Regular	0.00	188.02	296514
01601	PACIFIC GAS & ELECTRIC	04/20/2015	Regular	0.00	9,691.67	296515
01629	PARTS & SERVICE CENTER	04/20/2015	Regular	0.00	1,029.32	296516
	Void	04/20/2015	Regular	0.00	0.00	296517
03924	PG&E CFM/PPC DEPARTMENT	04/20/2015	Regular	0.00	8,868.82	296518
01630	PINNACLE HEALTHCARE	04/20/2015	Regular	0.00	130.00	296519
01677	PRAXAIR DISTRIBUTION, INC.	04/20/2015	Regular	0.00	78.46	296520
01837	R G FABRICATION	04/20/2015	Regular	0.00	8.79	296521
01820	RAIN FOR RENT SALINAS	04/20/2015	Regular	0.00	1,187.49	296522
01853	REDSHIFT	04/20/2015	Regular	0.00	204.89	296523
02367	ROBIN WARBEY CONSULTING	04/20/2015	Regular	0.00	8,319.11	296524
01999	SALINAS VALLEY SOLID WASTE AUTHORITY	04/20/2015	Regular	0.00	43,061.99	296525
19020	SAN BENITO SUPPLY	04/20/2015	Regular	0.00	188.13	296526
03741	SARGENT WELCH	04/20/2015	Regular	0.00	46.04	296527
19028	SHORE CHEMICAL COMPANY, INC.	04/20/2015	Regular	0.00	1,611.35	296528
01998	STANDARD INSURANCE COM	04/20/2015	Regular	0.00	803.57	296529

Check Report

Date Range: 04/11/2015 - 05/08/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00386	STATE OF CA DEPT. OF JUSTICE	04/20/2015	Regular	0.00	475.00	296530
03920	STERICYCLE, INC.	04/20/2015	Regular	0.00	125.14	296531
03919	TELEPACIFIC COMMUNICATIONS	04/20/2015	Regular	0.00	941.65	296532
00634	TYLER TECHNOLOGIES	04/20/2015	Regular	0.00	1,525.00	296533
03912	URETSKY SECURITY	04/20/2015	Regular	0.00	3,251.43	296534
02201	VEGETABLE GROWERS SUPPLY	04/20/2015	Regular	0.00	217.56	296535
02233	VISION TECHNOLOGY SOLUTIONS	04/20/2015	Regular	0.00	243.10	296536
02361	WILLDAN FINANCIAL SERVICES	04/20/2015	Regular	0.00	6,000.00	296537
00752	CITY OF GREENFIELD	04/30/2015	Regular	0.00	65.00	296538
00713	G P O A	04/30/2015	Regular	0.00	550.00	296539
00795	GREENFIELD POLICE SUPERVISORS	04/30/2015	Regular	0.00	200.00	296540
01911	SEIU 521	04/30/2015	Regular	0.00	320.14	296541
03933	TX CHILD SUPPORT SDU	04/30/2015	Regular	0.00	203.08	296542
00204	BEN-E-LECT	05/01/2015	Regular	0.00	1,085.00	296543
00396	CASEY PRINTING	05/01/2015	Regular	0.00	709.48	296544
03903	CENTRAL COAST SIGN FACTORY	05/01/2015	Regular	0.00	2,098.48	296545
03016	CITY NATIONAL BANK	05/01/2015	Regular	0.00	16,802.09	296546
01323	COUNTY OF MONTEREY - EMERGENCY	05/01/2015	Regular	0.00	6,512.34	296547
03746	MICHAEL K. NUNLEY & ASSOCIATES	05/01/2015	Regular	0.00	372.50	296548
13015	MNS ENGINEERS, INC.	05/01/2015	Regular	0.00	2,325.00	296549
01348	MONTEREY COUNTY INFORMATION TECHNOLOG	05/01/2015	Regular	0.00	723.00	296550
01344	MONTEREY COUNTY HEALTH	05/01/2015	Regular	0.00	1,850.00	296551
01316	MONTEREY COUNTY SHERIFF'S DEPT	05/01/2015	Regular	0.00	4,787.80	296552
03897	PACIFIC COAST LAND DESIGN, INC.	05/01/2015	Regular	0.00	48,794.60	296553
01908	SALINAS VALLEY PRO SQUAD	05/01/2015	Regular	0.00	248.18	296554
01933	SMITH & ENRIGHT LANDSCAPING	05/01/2015	Regular	0.00	14,658.40	296555
19026	SONIAN, INC.	05/01/2015	Regular	0.00	198.00	296556
03882	SPCA FOR MONTEREY COUNTY	05/01/2015	Regular	0.00	3,342.04	296557
03904	ULINE	05/01/2015	Regular	0.00	781.05	296558
02372	WALLACE GROUP	05/01/2015	Regular	0.00	6,275.90	296559
02338	WESTAMERICA BANK	05/01/2015	Regular	0.00	100,431.00	296560
00156	AMERICAN SUPPLY COMPANY	05/01/2015	Regular	0.00	184.33	296561
02171	ANDREW TIPTON	05/01/2015	Regular	0.00	100.00	296562
00101	AT&T	05/01/2015	Regular	0.00	78.70	296563
00130	AT&T	05/01/2015	Regular	0.00	544.23	296564
00382	CRIME PREVENTION OFFICERS'	05/01/2015	Regular	0.00	25.00	296565
00348	CSG CONSULTANTS, INC.	05/01/2015	Regular	0.00	878.75	296566
00461	DATAFLOW BUSINESS SYSTEMS	05/01/2015	Regular	0.00	67.06	296567
00286	DIANE BRUEGEMAN	05/01/2015	Regular	0.00	100.00	296568
01879	ENRIQUE RAMIREZ	05/01/2015	Regular	0.00	100.00	296569
00631	FERGUSON ENTERPRISES INC. 795	05/01/2015	Regular	0.00	160.94	296570
00777	GOLDEN STATE FLOW MEASUREMENT	05/01/2015	Regular	0.00	214.76	296571
00725	GREEN RUBBER-KENNEDY AG	05/01/2015	Regular	0.00	125.33	296572
00700	GREENFIELD AUTO PARTS	05/01/2015	Regular	0.00	17.99	296573
00721	GREENFIELD TRUE VALUE	05/01/2015	Regular	0.00	208.05	296574
01912	LEAH SANTIBANEZ	05/01/2015	Regular	0.00	50.00	296575
01253	LOPEZ AUTO GLASS	05/01/2015	Regular	0.00	233.80	296576
03879	MARIA CASTILLO	05/01/2015	Regular	0.00	100.00	296577
13023	MARLIN LEASING	05/01/2015	Regular	0.00	363.21	296578
01300	MISSION LINEN SUPPLY	05/01/2015	Regular	0.00	401.28	296579
01506	OFFICE DEPOT	05/01/2015	Regular	0.00	227.78	296580
01532	O'REILLY AUTO PARTS	05/01/2015	Regular	0.00	63.93	296581
01601	PACIFIC GAS & ELECTRIC	05/01/2015	Regular	0.00	12,162.22	296582
01629	PARTS & SERVICE CENTER	05/01/2015	Regular	0.00	34.64	296583
01908	SALINAS VALLEY PRO SQUAD	05/01/2015	Regular	0.00	502.31	296584
19020	SAN BENITO SUPPLY	05/01/2015	Regular	0.00	272.67	296585
19011	SDI COMPANY	05/01/2015	Regular	0.00	27.84	296586
03802	Sober Grad Night Committee Greenfield HS	05/01/2015	Regular	0.00	2,500.00	296587
01960	SOUTH COUNTY NEWSPAPER	05/01/2015	Regular	0.00	216.00	296588
13008	TINA MARTINEZ	05/01/2015	Regular	0.00	100.00	296589
00634	TYLER TECHNOLOGIES	05/01/2015	Regular	0.00	75.00	296590

Check Report

Date Range: 04/11/2015 - 05/08/2015

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02201	VEGETABLE GROWERS SUPPLY	05/01/2015	Regular	0.00	55.93	296591
02210	VERIZON WIRELESS	05/01/2015	Regular	0.00	1,437.03	296592
03949	MARC PURA RANCH, LLC.	05/05/2015	Regular	0.00	21,795.00	296593
00752	CITY OF GREENFIELD	05/07/2015	Regular	0.00	65.00	296594
00713	G P O A	05/07/2015	Regular	0.00	600.00	296595
00795	GREENFIELD POLICE SUPERVISORS	05/07/2015	Regular	0.00	200.00	296596
01911	SEIU 521	05/07/2015	Regular	0.00	323.31	296597
00384	STATE OF CALIFORNIA EDD	04/17/2015	Bank Draft	0.00	3.94	DFT0001163
03103	Internal Revenue Service	04/17/2015	Bank Draft	0.00	11.42	DFT0001164
03103	Internal Revenue Service	04/17/2015	Bank Draft	0.00	48.80	DFT0001165
01916	STATE STREET BANK & TRUST CO.	04/24/2015	Bank Draft	0.00	300.00	DFT0001167
01916	STATE STREET BANK & TRUST CO.	04/24/2015	Bank Draft	0.00	300.00	DFT0001168
01916	STATE STREET BANK & TRUST CO.	04/24/2015	Bank Draft	0.00	550.00	DFT0001169
01916	STATE STREET BANK & TRUST CO.	04/24/2015	Bank Draft	0.00	50.00	DFT0001170
01916	STATE STREET BANK & TRUST CO.	04/24/2015	Bank Draft	0.00	450.00	DFT0001171
00431	DEPT OF CHILD SUPPORT SERVICES	04/24/2015	Bank Draft	0.00	1,365.87	DFT0001172
00384	STATE OF CALIFORNIA EDD	04/24/2015	Bank Draft	0.00	997.99	DFT0001173
03103	Internal Revenue Service	04/24/2015	Bank Draft	0.00	2,920.00	DFT0001174
03103	Internal Revenue Service	04/24/2015	Bank Draft	0.00	12,485.12	DFT0001175
00384	STATE OF CALIFORNIA EDD	04/24/2015	Bank Draft	0.00	3,547.19	DFT0001176
03103	Internal Revenue Service	04/24/2015	Bank Draft	0.00	11,343.56	DFT0001177
01916	STATE STREET BANK & TRUST CO.	05/08/2015	Bank Draft	0.00	400.00	DFT0001180
01916	STATE STREET BANK & TRUST CO.	05/08/2015	Bank Draft	0.00	500.00	DFT0001181
01916	STATE STREET BANK & TRUST CO.	05/08/2015	Bank Draft	0.00	800.00	DFT0001182
01916	STATE STREET BANK & TRUST CO.	05/08/2015	Bank Draft	0.00	50.00	DFT0001183
01916	STATE STREET BANK & TRUST CO.	05/08/2015	Bank Draft	0.00	450.00	DFT0001184
00431	DEPT OF CHILD SUPPORT SERVICES	05/08/2015	Bank Draft	0.00	1,318.87	DFT0001185
00384	STATE OF CALIFORNIA EDD	05/08/2015	Bank Draft	0.00	1,033.03	DFT0001186
03103	Internal Revenue Service	05/08/2015	Bank Draft	0.00	3,021.70	DFT0001187
03103	Internal Revenue Service	05/08/2015	Bank Draft	0.00	12,919.84	DFT0001188
00384	STATE OF CALIFORNIA EDD	05/08/2015	Bank Draft	0.00	3,947.09	DFT0001189
03103	Internal Revenue Service	05/08/2015	Bank Draft	0.00	12,285.89	DFT0001190
00107	AMERICAN FAMILY LIFE	05/07/2015	Bank Draft	0.00	946.82	DFT0001191

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	268	118	0.00	448,028.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	26	26	0.00	72,047.13
EFT's	0	0	0.00	0.00
	294	148	0.00	520,075.83

Fund Summary

Fund	Name	Period	Amount
999	CASH CONTROL	4/2015	225,795.64
999	CASH CONTROL	5/2015	294,280.19
			<hr/>
			520,075.83



Greenfield, CA

Expense Approval Report

By Fund

Payment Dates 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	100-110-66100.000	80.51
MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	100-201-66100.000	86.47
MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	100-215-66100.000	952.60
MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	100-230-66100.000	151.08
MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	100-550-66100.000	69.58
PARTS & SERVICE CENTER	296516	04/20/2015	TOOL	100-311-65700.000	18.42
VEGETABLE GROWERS SUPPLY	296591	05/01/2015	Trash bags	100-550-65600.000	31.25
O'REILLY AUTO PARTS	296513	04/20/2015	INVOICE# 4731-114446 REMAIN..	100-215-66200.000	62.23
O'REILLY AUTO PARTS	296513	04/20/2015	INVOICE# 4731-122946 (CREDIT...	100-215-66200.000	-10.00
GREENFIELD AUTO PARTS	296495	04/20/2015	7314-TRANNY FLUID	100-230-66200.000	83.43
PARTS & SERVICE CENTER	296516	04/20/2015	PD OIL FILTER	100-215-66200.000	10.26
PARTS & SERVICE CENTER	296516	04/20/2015	2303- PREVENTION MAINT	100-110-66200.000	15.54
PARTS & SERVICE CENTER	296516	04/20/2015	7331-PRE MAINT	100-201-66200.000	15.43
PARTS & SERVICE CENTER	296516	04/20/2015	OIL SYNTHETIC	100-201-66200.000	24.67
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015- GAS FEES	100-215-66100.000	3,339.96
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	100-110-66100.000	44.32
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	100-201-66100.000	95.29
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	100-215-66100.000	1,020.51
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	100-230-66100.000	212.74
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	100-311-66100.000	77.56
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	100-550-66100.000	86.43
PARTS & SERVICE CENTER	296516	04/20/2015	ANTIFREEZE	100-311-66200.000	18.43
GREENFIELD TRUE VALUE	296496	04/20/2015	AIR FILTER AC	100-590-65900.000	10.83
PARTS & SERVICE CENTER	296516	04/20/2015	7305 - WATER PUMP	100-215-66200.000	58.07
PARTS & SERVICE CENTER	296516	04/20/2015	7327-BATTERY	100-215-66200.000	91.00
PARTS & SERVICE CENTER	296516	04/20/2015	BLASTER & GLOVES	100-311-65200.000	14.09
PARTS & SERVICE CENTER	296516	04/20/2015	BLASTER & GLOVES	100-311-65700.000	6.57
Sober Grad Night Committee G...	296587	05/01/2015	Sober Grad Night Committee G...	100-101-68200.000	2,500.00
PARTS & SERVICE CENTER	296516	04/20/2015	SYNTHETIC MOTOR & OIL FILTER	100-215-66100.000	28.15
PARTS & SERVICE CENTER	296516	04/20/2015	SYNTHETIC MOTOR & OIL FILTER	100-215-66200.000	6.39
PARTS & SERVICE CENTER	296516	04/20/2015	7332- SYNTHETIC OIL	100-215-66100.000	5.63
MARLIN LEASING	296502	04/20/2015	PD COPY MACHINE	100-201-61200.000	340.97
SALINAS VALLEY PRO SQUAD	296554	05/01/2015	ONE TIME - TWO UNIFORMS PE...	100-201-51470.000	54.31
SALINAS VALLEY PRO SQUAD	296554	05/01/2015	ONE TIME - TWO UNIFORMS PE...	100-215-51470.000	131.83
OFFICE DEPOT	296512	04/20/2015	CARMEN & ISABEL - KEYBOARD ...	100-26001	574.16
OFFICE DEPOT	296512	04/20/2015	ISABEL'S MONITOR STAND	100-26001	183.57
OFFICE DEPOT	296512	04/20/2015	PAPER, BATTERYS & TRAY	100-111-61400.000	77.47
PARTS & SERVICE CENTER	296516	04/20/2015	CAR WASH/WAX	100-311-66200.000	9.52
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	100-110-66100.000	132.25
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	100-201-66100.000	220.41
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	100-215-66100.000	762.63
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	100-230-66100.000	285.07
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	100-550-66100.000	191.02
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	100-550-66100.000	71.78
FERGUSON ENTERPRISES INC. 7...	296491	04/20/2015	P PARK LANDSCAPING BUBBLER	100-550-65700.000	137.66
OFFICE DEPOT	296512	04/20/2015	TONER	100-111-61400.000	260.68
OFFICE DEPOT	296512	04/20/2015	RIBBON	100-111-61400.000	19.46
OFFICE DEPOT	296512	04/20/2015	INK CATRIDGE	100-601-61400.000	54.24
OFFICE DEPOT	296512	04/20/2015	NOTES	100-111-61400.000	7.11
VERIZON WIRELESS	296592	05/01/2015	Pd Cell Phones	100-201-64600.000	134.26
VERIZON WIRELESS	296592	05/01/2015	Pd Cell Phones	100-215-64600.000	458.95
PINNACLE HEALTHCARE	296519	04/20/2015	EMPLOYMENT EXAM - S. CAMA...	100-230-68100.000	130.00
PARTS & SERVICE CENTER	296516	04/20/2015	SAND PAPER	100-311-65700.000	30.66

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
MARLIN LEASING	296502	04/20/2015	PW COPIER	100-310-61200.000	101.16
ACCOMTEMPMS	296476	04/20/2015	TEMP EMPLOYEE CHARGES FOR...	100-190-63900.000	603.90
TELEPACIFIC COMMUNICATIONS	296532	04/20/2015	INTERNET ACCESS & TELCO CO...	100-111-64900.000	941.65
MONTEREY COUNTY INFORMA...	296507	04/20/2015	CELLULAR NETWORK ACCESS &...	100-215-64500.000	483.00
PARTS & SERVICE CENTER	296516	04/20/2015	7301- PREVENT MAINT	100-215-66200.000	11.95
PACIFIC COAST BATTERY SERVI...	296514	04/20/2015	CROWN VICS BATTERY'S	100-215-66200.000	188.02
MNS ENGINEERS, INC.	296549	05/01/2015	FEBRUARY 2015 INVOICE	100-24694	700.00
MNS ENGINEERS, INC.	296549	05/01/2015	FEBRUARY 2015 INVOICE	100-601-63600.000	0.00
R G FABRICATION	296521	04/20/2015	METAL FOR TOOL BOX	100-550-65700.000	8.79
AT&T	296479	04/20/2015	DOJ/CLETS LINE	100-215-64500.000	41.87
STANDARD INSURANCE COM	296529	04/20/2015	MARCH 2015 FEE	100-22340	803.57
AT&T	296564	05/01/2015	Patrol Phone Lines Doj Life Scan	100-215-64500.000	82.94
AT&T	296564	05/01/2015	Pd Patrol Phone Lines	100-215-64500.000	461.29
CRIME PREVENTION OFFICERS'	296565	05/01/2015	Memberships	100-201-68300.000	25.00
PARTS & SERVICE CENTER	296516	04/20/2015	2301 PREVENT MAINT	100-110-66200.000	5.13
PARTS & SERVICE CENTER	296516	04/20/2015	7327 - OIL FILTER	100-215-66200.000	5.36
PARTS & SERVICE CENTER	296516	04/20/2015	ANTIFREEZE	100-311-66200.000	31.44
MONTEREY COUNTY SHERIFF'S ...	296552	05/01/2015	CRIMINAL JUSTICE INFORMATI...	100-215-63400.000	4,787.80
ALL SAFE INTEGRATED SYSTEMS	296477	04/20/2015	PD- REPLACED DOOR ACCESS C...	100-111-65900.000	265.00
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	IRRIGATION SUPPLIES	100-550-65700.000	87.10
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	PESTICIDES SAFETY EQUIPMENT	100-550-65200.000	20.87
DIRECT TV	296489	04/20/2015	MARCH 2015 - PD SERVICES	100-201-64900.000	30.38
DIRECT TV	296489	04/20/2015	MARCH 2015 - PD SERVICES	100-215-64900.000	15.21
SALINAS VALLEY PRO SQUAD	296584	05/01/2015	Camacho's Uniforms	100-230-68100.000	193.10
PACIFIC GAS & ELECTRIC	296515	04/20/2015	PINOT PARK	100-550-64100.000	9.52
GREENFIELD TRUE VALUE	296496	04/20/2015	TIMER BATTERIES	100-550-65700.000	6.61
MISSION LINEN SUPPLY	296503	04/20/2015	SHOP TOWELS	100-311-66200.000	12.10
MISSION LINEN SUPPLY	296503	04/20/2015	SEAT COVER	100-311-66200.000	9.01
MISSION LINEN SUPPLY	296503	04/20/2015	UNIFORMS	100-310-65200.000	112.65
SALINAS VALLEY PRO SQUAD	296584	05/01/2015	Camacho's Uniforms	100-230-68100.000	76.09
OFFICE DEPOT	296512	04/20/2015	PAPER & POUCH	100-215-61400.000	193.62
MISSION LINEN SUPPLY	296503	04/20/2015	UNIFORMS	100-310-65200.000	37.00
GREENFIELD TRUE VALUE	296496	04/20/2015	LIGHT BULB PARK	100-550-65700.000	3.46
O'REILLY AUTO PARTS	296513	04/20/2015	7902 - HEATER CORE	100-311-66200.000	9.46
OFFICE DEPOT	296512	04/20/2015	BINDERS & INDEX MAKER LASER	100-110-61400.000	208.31
OFFICE DEPOT	296512	04/20/2015	OFFICE SUPPLIES	100-111-65600.000	27.60
PARTS & SERVICE CENTER	296516	04/20/2015	7305 - HEADLIGHT	100-215-66200.000	5.41
PARTS & SERVICE CENTER	296516	04/20/2015	ANTIFREEZE	100-311-66200.000	13.01
GREENFIELD TRUE VALUE	296496	04/20/2015	LIGHT BULBS PARK	100-550-65700.000	3.46
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	100-110-52510.000	5.55
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	100-170-52510.000	5.55
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	100-190-52510.000	5.55
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	100-215-52510.000	5.55
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	100-310-52510.000	5.55
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	100-601-52510.000	11.10
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	100-601-52510.000	5.55
OFFICE DEPOT	296512	04/20/2015	JANITOR SUPPLIES	100-111-65600.000	26.02
OFFICE DEPOT	296512	04/20/2015	WIPES, BINDERS & LABELS	100-111-61400.000	152.84
OFFICE DEPOT	296512	04/20/2015	WIPES, BINDERS & LABELS	100-190-61400.000	8.65
OFFICE DEPOT	296512	04/20/2015	DESK PAD	100-110-61400.000	6.50
OFFICE DEPOT	296512	04/20/2015	SEAL	100-110-61400.000	4.90
SALINAS VALLEY PRO SQUAD	296584	05/01/2015	Uniforms for DYELS/LONG	100-215-68100.000	233.12
FOOD 4 LESS	296492	04/20/2015	SNACK - 4C4P MEETING	100-201-65100.000	18.09
TYLER TECHNOLOGIES	296533	04/20/2015	BUSINESS LICENSE GO-LIVE TRA...	100-901-81340.000	312.50
SPCA FOR MONTEREY COUNTY	296557	05/01/2015	SPCA ANIMAL CONTROL SERVIC...	100-230-63400.000	3,342.04
CITY OF GREENFIELD	296484	04/20/2015	899 CHERRY AVE - CVC BKFL	100-111-64300.000	13.12
CITY OF GREENFIELD	296484	04/20/2015	597 EL CAMINO REAL LS	100-111-64300.000	23.81
CITY OF GREENFIELD	296484	04/20/2015	599 EL CAMINO REAL	100-111-64300.000	48.44
CITY OF GREENFIELD	296484	04/20/2015	100 FIFTH ST. PARK	100-550-64300.000	18.11
CITY OF GREENFIELD	296484	04/20/2015	801 APRICOT ST PARK	100-550-64300.000	0.08

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
CITY OF GREENFIELD	296484	04/20/2015	328 PARKSIDE COURT	100-550-64300.000	42.29
CITY OF GREENFIELD	296484	04/20/2015	540 BAYWOOD DR - CITY PARK	100-550-64300.000	195.44
CITY OF GREENFIELD	296484	04/20/2015	920 WALNUT AVE - CORP YARD	100-550-64400.000	88.19
CITY OF GREENFIELD	296484	04/20/2015	131 THRIRTEEN ST DAY CARE	100-590-64300.000	28.18
FERGUSON ENTERPRISES INC. 7...	296491	04/20/2015	LEATHER CHAMPS/HLMT	100-550-65200.000	71.61
L+G, LLP Attorneys at Law	296501	04/20/2015	March 2015- L&G Attorney Serv...	100-150-63100.000	5,000.00
L+G, LLP Attorneys at Law	296501	04/20/2015	General Srv. Exceed Monthly Re...	100-150-63100.000	6,956.00
L+G, LLP Attorneys at Law	296501	04/20/2015	TERRA ENGINEERING VS. CITY O...	100-150-63100.000	2,730.00
ROBIN WARBEY CONSULTING	296524	04/20/2015	March 2015- IT Support Services	100-125-63200.000	4,600.00
ROBIN WARBEY CONSULTING	296524	04/20/2015	IT EQUIPMENT - MARCH 2015	100-125-65300.000	1,110.53
ROBIN WARBEY CONSULTING	296524	04/20/2015	IT EQUIPMENT - MARCH 2015	100-170-65300.000	158.43
ROBIN WARBEY CONSULTING	296524	04/20/2015	IT EQUIPMENT - MARCH 2015	100-190-71100.000	588.36
ROBIN WARBEY CONSULTING	296524	04/20/2015	IT EQUIPMENT - MARCH 2015	100-201-65300.000	1,861.79
DATAFLOW BUSINESS SYSTEMS	296567	05/01/2015	PD Copier	100-201-61200.000	67.06
BACKFLOW DISTRIBUTORS, INC.	296480	04/20/2015	CVC CENTER BACKFLOW REPAIR...	100-111-65700.000	77.41
URETSKY SECURITY	296534	04/20/2015	CAMPUS SECURITY AT VISTA VE...	100-215-63400.000	3,251.43
MOSS, LEVY & HARTZHEIM	296510	04/20/2015	FY 2014-15 Audit Proposal	100-190-63300.000	1,000.00
SALINAS VALLEY SOLID WASTE ...	296525	04/20/2015	MARCH 2015 FEES	100-191-64400.000	39,125.99
PARTS & SERVICE CENTER	296516	04/20/2015	CUTTING BLADES	100-550-65700.000	18.20
PARTS & SERVICE CENTER	296516	04/20/2015	ANTIFREEZE	100-311-66200.000	13.01
PARTS & SERVICE CENTER	296516	04/20/2015	7315 - PREVENT MAINT	100-215-66200.000	10.43
PARTS & SERVICE CENTER	296516	04/20/2015	7315 - BATTERY	100-215-66200.000	133.21
DATAFLOW BUSINESS SYSTEMS	296488	04/20/2015	PD COPIER	100-201-61200.000	49.23
OFFICE DEPOT	296580	05/01/2015	Office Supplies	100-201-61400.000	227.78
ANTHEM - BLUE CROSS	296478	04/20/2015	May 2015	100-22320	37,855.00
COUNTY OF MONTEREY - EME...	296547	05/01/2015	EMERGENCY COMMUNICATIO...	100-201-63400.000	6,512.34
PARTS & SERVICE CENTER	296516	04/20/2015	BUTT CONNECTOR	100-311-66200.000	15.75
GREENFIELD TRUE VALUE	296496	04/20/2015	TOIL SEAT	100-550-65900.000	29.29
MISSION LINEN SUPPLY	296579	05/01/2015	Shopt Towels	100-311-66200.000	12.10
MISSION LINEN SUPPLY	296579	05/01/2015	Seat Covers	100-311-66200.000	9.01
MISSION LINEN SUPPLY	296579	05/01/2015	Uniforms	100-310-65200.000	112.65
STERICYCLE, INC.	296531	04/20/2015	PD -OSHA COMPLIANCE	100-215-63400.000	125.14
COBRA GUARD, INC.	296486	04/20/2015	APRIL 2015 FEES	100-22320	47.60
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	100-110-64600.000	31.12
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	100-550-64600.000	23.70
CSG CONSULTANTS, INC.	296566	05/01/2015	Fire Marhal Services	100-601-63600.000	142.50
PARTS & SERVICE CENTER	296583	05/01/2015	Brake Lube	100-311-66200.000	19.61
SONIAN, INC.	296556	05/01/2015	EMAIL ARCHIVING SERVICE	100-125-63200.000	198.00
VERIZON WIRELESS	296592	05/01/2015	Pd Cell Phones	100-201-64600.000	134.35
VERIZON WIRELESS	296592	05/01/2015	Pd Cell Phones	100-215-64600.000	459.14
GREENFIELD TRUE VALUE	296574	05/01/2015	Timer Batteries	100-550-65100.000	17.15
ULINE	296558	05/01/2015	MANUAL LIFT TABLE FOR ANIM...	100-230-65400.000	781.05
GREENFIELD AUTO PARTS	296573	05/01/2015	Safety Scrapper	100-311-65700.000	3.79
MONTEREY COUNTY HEALTH	296551	05/01/2015	SART EXAMINATIONS AND RETA...	100-215-63400.000	1,850.00
SDI COMPANY	296586	05/01/2015	PD ID Card	100-230-68100.000	27.84
MISSION LINEN SUPPLY	296579	05/01/2015	Shop Towels	100-311-66200.000	12.10
MISSION LINEN SUPPLY	296579	05/01/2015	Seatcovers	100-311-66200.000	9.01
MISSION LINEN SUPPLY	296579	05/01/2015	Uniforms	100-310-65200.000	112.65
O'REILLY AUTO PARTS	296581	05/01/2015	7326-ACRECHARGE	100-215-66200.000	66.67
O'REILLY AUTO PARTS	296581	05/01/2015	7326-Vehicle maint	100-215-66200.000	24.84
O'REILLY AUTO PARTS	296581	05/01/2015	7326-AC Recharge	100-215-66200.000	-27.58
DIANE BRUEGGEMAN	296568	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
MARIA CASTILLO	296577	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
ANDREW TIPTON	296562	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
ENRIQUE RAMIREZ	296569	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
TINA MARTINEZ	296589	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
LEAH SANTIBANEZ	296575	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
ANDREW TIPTON	296562	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
ENRIQUE RAMIREZ	296569	05/01/2015	Planning Commision Attendanc...	100-601-63600.000	50.00
TINA MARTINEZ	296589	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
DIANE BRUEGGEMAN	296568	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
MARIA CASTILLO	296577	05/01/2015	Planning Commission Attendan...	100-601-63600.000	50.00
MNS ENGINEERS, INC.	296549	05/01/2015	MARCH 2015	100-24694	1,625.00
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	100-550-64100.000	162.33
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	100-550-64200.000	3.38
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	100-590-64100.000	157.01
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	100-590-64200.000	65.26
REDSHIFT	296523	04/20/2015	INTERNET SERVICES	100-550-64900.000	12.99
SALINAS VALLEY SOLID WASTE ...	296525	04/20/2015	ADMIN CHARGES- JAN. TO MA...	100-191-64400.000	3,936.00
AMERICAN SUPPLY COMPANY	296561	05/01/2015	Janitorial Supplies	100-201-65600.000	107.98
AMERICAN SUPPLY COMPANY	296561	05/01/2015	Janitorial Supplies	100-201-65600.000	76.35
SEIU 521	296541	04/30/2015	Union Dues	100-22420	124.94
STATE STREET BANK & TRUST C...	DFT0001167	04/24/2015	Defer Comp-GPOA	100-22430	200.00
STATE STREET BANK & TRUST C...	DFT0001168	04/24/2015	Defer Comp-GPSA	100-22430	300.00
STATE STREET BANK & TRUST C...	DFT0001169	04/24/2015	Defer Comp-Management	100-22430	392.72
STATE STREET BANK & TRUST C...	DFT0001170	04/24/2015	Defer Comp-Mid Management	100-22430	50.00
STATE STREET BANK & TRUST C...	DFT0001171	04/24/2015	Defer Comp-Misc Employees	100-22430	101.88
DEPT OF CHILD SUPPORT SERVI...	DFT0001172	04/24/2015	Misc Withholding	100-22450	1,328.67
TX CHILD SUPPORT SDU	296542	04/30/2015	Misc Withholding	100-22450	203.08
G P O A	296539	04/30/2015	GPOA DUES	100-22410	350.00
CITY OF GREENFIELD	296538	04/30/2015	Misc Withholding	100-22490	65.00
GREENFIELD POLICE SUPERVIS...	296540	04/30/2015	GPSA DUES	100-22415	200.00
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	100-22225	670.32
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	100-22215	1,969.78
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	100-22215	8,421.98
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	100-22220	2,760.84
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	100-22210	8,278.80
STATE OF CA DEPT. OF JUSTICE	296530	04/20/2015	MARCH 2015 - PD FINGER PRIN...	100-201-68200.000	96.00
STATE OF CA DEPT. OF JUSTICE	296530	04/20/2015	MARCH 2015 - PD FINGER PRIN...	100-215-65400.000	379.00
GREENFIELD TRUE VALUE	296496	04/20/2015	7518-PAINT	100-550-66300.000	11.94
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - BREAK ROOM AT THE Y...	100-550-65900.000	13.03
VISION TECHNOLOGY Solutio...	296536	04/20/2015	APRIL 2015 - WEB HOSTING	100-125-63200.000	243.10
NICK'S GARAGE	296511	04/20/2015	LABOR	100-215-66200.000	150.00
NICK'S GARAGE	296511	04/20/2015	UNIT 7326 ABS MODULE REPAIR	100-215-66200.000	857.15
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - SHOP BRAKE ROOM	100-550-65900.000	13.85
GREENFIELD TRUE VALUE	296496	04/20/2015	JIG BLADE	100-311-65700.000	14.11
GREENFIELD TRUE VALUE	296496	04/20/2015	GENERATOR PAINT	100-311-65700.000	5.52
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	100-550-65900.000	34.21
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	100-550-65900.000	4.20
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	100-550-65900.000	3.29
BEN-E-LECT	296543	05/01/2015	May 2015 - Monthly Coverage B...	100-22320	1,085.00
CHEVRON, U.S.A.	296483	04/20/2015	GRANT SEMINAR IN FRESNO	100-201-66100.000	56.69
FASTENAL COMPANY	296490	04/20/2015	HARDWARE	100-311-65900.000	31.02
GREENFIELD TRUE VALUE	296496	04/20/2015	BULK - BRAKE ROOM	100-550-65900.000	1.30
GREENFIELD TRUE VALUE	296496	04/20/2015	PICTURE HANG STRIP - SHOP B...	100-550-65900.000	3.21
CSG CONSULTANTS, INC.	296566	05/01/2015	Fire Marshal Services	100-601-63600.000	736.25
MISSION LINEN SUPPLY	296579	05/01/2015	Shop Towels	100-311-66200.000	12.10
MISSION LINEN SUPPLY	296579	05/01/2015	Seat Covers	100-311-66200.000	9.01
MISSION LINEN SUPPLY	296579	05/01/2015	Uniforms	100-310-65200.000	112.65
GREENFIELD AUTO PARTS	296573	05/01/2015	2302-Fuelcap	100-110-66200.000	14.20
MONTEREY COUNTY INFORMA...	296550	05/01/2015	MOBILE DATA COMMUNICATI...	100-215-64500.000	723.00
MARLIN LEASING	296578	05/01/2015	PD Contract Payment	100-201-61200.000	363.21
AMERICAN FAMILY LIFE	DFT0001191	05/07/2015	SUPPLEMENTAL INSURANCE	100-22440	907.92
SEIU 521	296597	05/07/2015	Union Dues	100-22420	127.44
STATE STREET BANK & TRUST C...	DFT0001180	05/08/2015	Defer Comp-GPOA	100-22430	250.00
STATE STREET BANK & TRUST C...	DFT0001181	05/08/2015	Defer Comp-GPSA	100-22430	500.00
STATE STREET BANK & TRUST C...	DFT0001182	05/08/2015	Defer Comp-Management	100-22430	578.89
STATE STREET BANK & TRUST C...	DFT0001183	05/08/2015	Defer Comp-Mid Management	100-22430	50.00
STATE STREET BANK & TRUST C...	DFT0001184	05/08/2015	Defer Comp-Misc Employees	100-22430	104.48
DEPT OF CHILD SUPPORT SERVI...	DFT0001185	05/08/2015	Misc Withholding	100-22450	1,318.87

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
G P O A	296595	05/07/2015	GPOA DUES	100-22410	450.00
CITY OF GREENFIELD	296594	05/07/2015	Misc Withholding	100-22490	65.00
GREENFIELD POLICE SUPERVIS...	296596	05/07/2015	GPSA DUES	100-22415	200.00
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	100-22225	707.54
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	100-22215	2,077.88
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	100-22215	8,884.00
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	100-22220	3,000.37
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	100-22210	8,941.37
Fund 100 - GENERAL FUND Total:					209,610.41
Fund: 200 - SUPPLEMENTAL LAW ENFORCEMENT					
KUSTOM SIGNALS, INC.	296500	04/20/2015	CAMERAS FOR PATROL INTERC...	200-902-81510.321	13,337.65
COUNTY OF SANTA CLARA	296487	04/20/2015	COPLINK - ANNUAL BILLING	200-205-61700.000	497.43
CENTRAL COAST SIGN FACTORY	296482	04/20/2015	Vehicle Graphics	200-205-63900.321	284.94
CENTRAL COAST SIGN FACTORY	296482	04/20/2015	Vehicle Graphics	200-902-81510.321	70.26
CENTRAL COAST SIGN FACTORY	296545	05/01/2015	Vehicle Graphics	200-205-63900.321	1,120.31
CENTRAL COAST SIGN FACTORY	296545	05/01/2015	Vehicle Graphics	200-902-81510.321	276.24
CENTRAL COAST SIGN FACTORY	296545	05/01/2015	Vehicle Graphics	200-205-63900.321	563.09
CENTRAL COAST SIGN FACTORY	296545	05/01/2015	Vehicle Graphics	200-902-81510.321	138.84
Fund 200 - SUPPLEMENTAL LAW ENFORCEMENT Total:					16,288.76
Fund: 213 - PARKS					
MNS ENGINEERS, INC.	296504	04/20/2015	COMMUNITY PARK	213-905-87513.000	500.00
PACIFIC COAST LAND DESIGN, I...	296553	05/01/2015	TASK 2 REVIEW EXISTING COND...	213-905-87513.000	14,053.10
PACIFIC COAST LAND DESIGN, I...	296553	05/01/2015	TASK 7 DESIGN DEVELOPMENT ...	213-905-87513.000	8,288.00
PACIFIC COAST LAND DESIGN, I...	296553	05/01/2015	TASK 4 SITE PLAN, PARK PROGR...	213-905-87513.000	9,258.50
PACIFIC COAST LAND DESIGN, I...	296553	05/01/2015	TASK 8 CONSTRUCTION DOCU...	213-905-87513.000	17,195.00
STATE STREET BANK & TRUST C...	DFT0001169	04/24/2015	Defer Comp-Management	213-22430	3.13
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	213-22225	0.44
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	213-22215	1.26
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	213-22215	5.42
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	213-22220	2.30
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	213-22210	6.68
Fund 213 - PARKS Total:					49,313.83
Fund: 215 - CDBG Fund					
MNS ENGINEERS, INC.	296504	04/20/2015	WATER/WASTEWATER MASTER...	215-310-73535.435	800.00
PG&E CFM/PPC DEPARTMENT	296518	04/20/2015	AGREEMENT FOR WASTEWATER...	215-950-85515.432	8,868.82
STATE STREET BANK & TRUST C...	DFT0001169	04/24/2015	Defer Comp-Management	215-22430	23.44
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	215-22225	3.28
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	215-22215	9.52
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	215-22215	40.72
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	215-22220	17.24
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	215-22210	50.08
STATE STREET BANK & TRUST C...	DFT0001182	05/08/2015	Defer Comp-Management	215-22430	39.38
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	215-22225	3.94
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	215-22215	11.42
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	215-22215	48.86
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	215-22220	20.69
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	215-22210	60.10
Fund 215 - CDBG Fund Total:					9,997.49
Fund: 220 - Measure X Supplemental Sales & Use Tax Fund					
MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	220-605-66100.000	45.72
O'REILLY AUTO PARTS	296513	04/20/2015	FLASHLIGHT	220-605-65100.000	53.15
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	220-605-66100.000	50.97
GREENFIELD TRUE VALUE	296496	04/20/2015	AIR FILTER AC	220-551-65900.000	34.99
SALINAS VALLEY PRO SQUAD	296554	05/01/2015	ONE TIME - TWO UNIFORMS PE...	220-215-51470.000	62.04
KING CITY GLASS	296499	04/20/2015	COMP CENTER GLASS	220-551-63700.000	201.97
CITY OF GREENFIELD	296484	04/20/2015	1351 OAK AVE / COMMUNITY C...	220-551-64300.000	22.75
CITY OF GREENFIELD	296484	04/20/2015	1351 OAK AVE FIRE PROTECTION	220-551-64300.000	13.12
CITY OF GREENFIELD	296484	04/20/2015	215 EL CAMINO REAL N	220-551-64300.211	15.32
CITY OF GREENFIELD	296484	04/20/2015	1351 OAK AVE / COMMUNITY C...	220-551-64400.000	187.89

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
CITY OF GREENFIELD	296484	04/20/2015	215 EL CAMINO REAL N	220-551-64400.211	33.57
GREENFIELD TRUE VALUE	296496	04/20/2015	TOIL SEAT	220-551-65900.000	29.28
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	220-605-64600.000	25.18
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	220-605-64900.000	38.01
STATE OF CALIFORNIA EDD	DFT0001163	04/17/2015	SDI	220-22225	3.94
Internal Revenue Service	DFT0001164	04/17/2015	Medicare	220-22215	11.42
Internal Revenue Service	DFT0001165	04/17/2015	Social Security	220-22215	48.80
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	220-551-64100.211	77.96
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	220-551-64200.211	18.83
STATE STREET BANK & TRUST C...	DFT0001167	04/24/2015	Defer Comp-GPOA	220-22430	100.00
G P O A	296539	04/30/2015	GPOA DUES	220-22410	200.00
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	220-22225	102.92
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	220-22215	298.44
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	220-22215	1,276.08
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	220-22220	409.61
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	220-22210	1,337.64
STATE STREET BANK & TRUST C...	DFT0001180	05/08/2015	Defer Comp-GPOA	220-22430	150.00
G P O A	296595	05/07/2015	GPOA DUES	220-22410	150.00
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	220-22225	97.80
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	220-22215	283.60
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	220-22215	1,212.66
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	220-22220	574.02
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	220-22210	1,618.58
Fund 220 - Measure X Supplemental Sales & Use Tax Fund Total:					8,786.26

Fund: 221 - TRAFFIC IMPACT FUND

MNS ENGINEERS, INC.	296504	04/20/2015	WA INTERIM	221-903-83126.000	3,010.00
Fund 221 - TRAFFIC IMPACT FUND Total:					3,010.00

Fund: 222 - PARK IMPACT FUND

MNS ENGINEERS, INC.	296504	04/20/2015	PARK ENHANCEMENT	222-905-87515.000	85.00
MNS ENGINEERS, INC.	296504	04/20/2015	PATRIOT PARK LITTLE LEAGUE L...	222-905-87517.000	5,437.50
Fund 222 - PARK IMPACT FUND Total:					5,522.50

Fund: 230 - GAS TAX FUND

MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	230-320-66100.000	202.77
RAIN FOR RENT SALINAS	296522	04/20/2015	PUMP RENTAL	230-320-66300.000	1,187.49
PARTS & SERVICE CENTER	296516	04/20/2015	7922 - TOOLS	230-320-65700.000	6.50
GREENFIELD AUTO PARTS	296495	04/20/2015	SOCKET ADAPTER	230-320-65700.000	5.41
PARTS & SERVICE CENTER	296516	04/20/2015	7804 - LEVEL SENSOR	230-320-66200.000	11.60
PARTS & SERVICE CENTER	296516	04/20/2015	7805 - FUSE	230-320-66200.000	4.77
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	230-320-66100.000	127.42
PARTS & SERVICE CENTER	296516	04/20/2015	7804- LEVEL SENSOR	230-320-66200.000	22.77
WALLACE GROUP	296559	05/01/2015	STORMWATER IMPROVEMENTS	230-320-63700.000	947.50
PARTS & SERVICE CENTER	296516	04/20/2015	7911 LENSES	230-320-66200.000	14.28
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	230-320-66100.000	612.66
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	230-320-66100.000	429.07
PACIFIC GAS & ELECTRIC	296515	04/20/2015	STREET LIGHTS HIGH SCHOOL	230-320-64100.000	346.90
VEGETABLE GROWERS SUPPLY	296535	04/20/2015	SAFETY QIUPMENT & PESTICIDE...	230-320-65200.000	172.02
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	PESTICIDES SAFETY EQUIPMENT	230-320-65200.000	20.87
PACIFIC GAS & ELECTRIC	296515	04/20/2015	STREET LIGHTING	230-320-64100.000	6,237.07
CITY OF GREENFIELD	296484	04/20/2015	213 EL CAMINO REAL N	230-320-64300.000	13.13
CITY OF GREENFIELD	296484	04/20/2015	545 LS EL CAMINO REAL	230-320-64300.000	4.68
CITY OF GREENFIELD	296484	04/20/2015	311 EL CAMINO REAL MEDIAN ...	230-320-64300.000	14.62
CITY OF GREENFIELD	296484	04/20/2015	1245 APPLE AVE - PERC POND	230-320-64300.000	0.02
CITY OF GREENFIELD	296484	04/20/2015	263 PALO VERDE ST - PERC PO...	230-320-64300.000	0.05
CITY OF GREENFIELD	296484	04/20/2015	251 EL CAMINO REAL MEDIAN ...	230-320-64300.000	14.62
CITY OF GREENFIELD	296484	04/20/2015	1 EL CAMINO REAL MEDIA	230-320-64300.000	14.62
CITY OF GREENFIELD	296484	04/20/2015	786 APRICOT ST	230-320-64300.000	0.51
CITY OF GREENFIELD	296484	04/20/2015	595 EL CAMINO REAL MEDIAN	230-320-64300.000	9.18
CITY OF GREENFIELD	296484	04/20/2015	920 WALNUT AVE - CORP YARD	230-320-64400.000	88.19
FERGUSON ENTERPRISES INC. 7...	296491	04/20/2015	LEATHER CHAMPS/HLMT	230-320-65200.000	71.62

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
PARTS & SERVICE CENTER	296516	04/20/2015	7805-PUMP	230-320-66200.000	71.49
PARTS & SERVICE CENTER	296516	04/20/2015	PREVENTATIVE MAINT	230-320-66200.000	51.75
PARTS & SERVICE CENTER	296516	04/20/2015	9804 - WORK LAMP	230-320-66200.000	56.22
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	230-320-64600.000	23.69
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Trafic Lights ECR/Dak	230-320-64100.000	47.58
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Traffic Lights ECR/Tyler	230-320-64100.000	46.16
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Traffic Lights ECR/Elm	230-320-64100.000	48.29
WALLACE GROUP	296559	05/01/2015	STORMWATER IMPROVEMENTS	230-320-63700.000	131.00
WALLACE GROUP	296559	05/01/2015	Task 5 Update Regional Board	230-320-6390a.000	280.40
SAN BENITO SUPPLY	296585	05/01/2015	Alley's Baserow	230-320-65700.000	272.67
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	230-320-64100.000	180.83
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	230-320-64200.000	3.38
REDSHIFT	296523	04/20/2015	INTERNET SERVICES	230-320-64900.000	13.00
SEIU 521	296541	04/30/2015	Union Dues	230-22420	53.12
STATE STREET BANK & TRUST C...	DFT0001169	04/24/2015	Defer Comp-Management	230-22430	43.57
STATE STREET BANK & TRUST C...	DFT0001171	04/24/2015	Defer Comp-Misc Employees	230-22430	127.15
DEPT OF CHILD SUPPORT SERVI...	DFT0001172	04/24/2015	Misc Withholding	230-22450	8.46
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	230-22225	59.40
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	230-22215	172.26
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	230-22215	736.50
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	230-22220	105.08
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	230-22210	477.50
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - BREAK ROOM AT THE Y...	230-320-65900.000	13.03
FERGUSON ENTERPRISES INC. 7...	296570	05/01/2015	Swr Treat Streets	230-320-65200.000	80.47
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - SHOP BRAKE ROOM	230-320-65900.000	13.86
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	230-320-65900.000	34.21
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	230-320-65900.000	4.20
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	230-320-65900.000	3.29
GREENFIELD TRUE VALUE	296496	04/20/2015	BULK - BRAKE ROOM	230-320-65900.000	1.30
GREENFIELD TRUE VALUE	296496	04/20/2015	PICTURE HANG STRIP - SHOP B...	230-320-65900.000	3.21
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Trafic Lights Wanlnut/3rd	230-320-64100.000	139.44
SEIU 521	296597	05/07/2015	Union Dues	230-22420	52.56
STATE STREET BANK & TRUST C...	DFT0001182	05/08/2015	Defer Comp-Management	230-22430	60.57
STATE STREET BANK & TRUST C...	DFT0001184	05/08/2015	Defer Comp-Misc Employees	230-22430	125.02
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	230-22225	58.60
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	230-22215	169.92
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	230-22215	726.60
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	230-22220	98.61
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	230-22210	457.71
				Fund 230 - GAS TAX FUND Total:	15,632.44

Fund: 240 - LOCAL TRANSPORTATION FUND

MNS ENGINEERS, INC.	296504	04/20/2015	SAFE ROUTES TO SCHOOL	240-903-89505.491	350.00
				Fund 240 - LOCAL TRANSPORTATION FUND Total:	350.00

Fund: 263 - LLM #1 - LEXINGTON

PACIFIC GAS & ELECTRIC	296515	04/20/2015	LLMD MARIPOSA	263-360-64100.000	69.12
SMITH & ENRIGHT LANDSCAPI...	296555	05/01/2015	MARIPOSA SUBDIVISION	263-360-63700.000	620.00
SMITH & ENRIGHT LANDSCAPI...	296555	05/01/2015	LEXINGTON SUBDIVISION VARI...	263-360-63700.000	2,970.00
CITY OF GREENFIELD	296484	04/20/2015	324 WILSON CR	263-360-64300.000	2.53
CITY OF GREENFIELD	296484	04/20/2015	326 WILSON CIRCLE	263-360-64300.000	1.51
CITY OF GREENFIELD	296484	04/20/2015	0000 GIANOLINI PARK WAY	263-360-64300.000	27.03
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Vineyard Green Subdivision	263-360-64100.000	100.05
WILLDAN FINANCIAL SERVICES	296537	04/20/2015	FY 2014-15 LLMD NO 1	263-360-63600.000	1,500.00
SEIU 521	296541	04/30/2015	Union Dues	263-22420	0.26
DEPT OF CHILD SUPPORT SERVI...	DFT0001172	04/24/2015	Misc Withholding	263-22450	0.47
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	263-22225	0.86
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	263-22215	2.52
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	263-22215	10.80
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	263-22220	0.51
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	263-22210	2.97
PACIFIC GAS & ELECTRIC	296582	05/01/2015	LLMD Lexington	263-360-64100.000	109.97

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
SEIU 521	296597	05/07/2015	Union Dues	263-22420	0.26
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	263-22225	0.87
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	263-22215	2.52
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	263-22215	10.78
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	263-22220	0.51
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	263-22210	2.97

Fund 263 - LLM #1 - LEXINGTON Total: 5,436.51

Fund: 264 - LLM #2 - TERRA VERDE, ETC

MNS ENGINEERS, INC.	296504	04/20/2015	PARK ENHANCEMENT	264-360-72704.000	15.00
SMITH & ENRIGHT LANDSCAPI...	296555	05/01/2015	BAROLO PARK	264-360-63700.000	175.00
SMITH & ENRIGHT LANDSCAPI...	296555	05/01/2015	MORENO EXTRAS	264-360-63700.000	330.30
SMITH & ENRIGHT LANDSCAPI...	296555	05/01/2015	GAZEBO SPRINKLER REPAIRS	264-360-63700.000	383.10
SMITH & ENRIGHT LANDSCAPI...	296555	05/01/2015	ST CHARLES STREETScape	264-360-63700.000	2,275.00
SMITH & ENRIGHT LANDSCAPI...	296555	05/01/2015	ST CHARLES PARK GAZEBO	264-360-63700.000	975.00
SMITH & ENRIGHT LANDSCAPI...	296555	05/01/2015	TERRA VERDE VARIOUS LOCATI...	264-360-63700.000	6,930.00
PACIFIC GAS & ELECTRIC	296515	04/20/2015	STREET LIGHTING	264-360-64100.000	619.71
CITY OF GREENFIELD	296484	04/20/2015	98 S EL CAMINO REAL/PARK	264-360-64300.000	141.09
CITY OF GREENFIELD	296484	04/20/2015	349 LAS MANZANITASDR POND	264-360-64300.000	3.94
CITY OF GREENFIELD	296484	04/20/2015	18 S EL CAMINO REAL - MEDIUM	264-360-64300.000	21.54
CITY OF GREENFIELD	296484	04/20/2015	634 ST CHRISTOPHER LANE	264-360-64300.000	34.87
CITY OF GREENFIELD	296484	04/20/2015	317 MORENO ST	264-360-64300.000	1.06
CITY OF GREENFIELD	296484	04/20/2015	632 VAZQUEZ AVE	264-360-64300.000	4.21
CITY OF GREENFIELD	296484	04/20/2015	20 WALKER LANE ISLAND	264-360-64300.000	10.03
CITY OF GREENFIELD	296484	04/20/2015	201 HUERTA AVE LANDSCAPE	264-360-64300.000	281.59
CITY OF GREENFIELD	296484	04/20/2015	246 BORZINI CR.	264-360-64300.000	0.23
CITY OF GREENFIELD	296484	04/20/2015	207 TUSCANY AVE PARK	264-360-64300.000	0.15
CITY OF GREENFIELD	296484	04/20/2015	200 RAVA PARKWAY PARK	264-360-64300.000	130.47
CITY OF GREENFIELD	296484	04/20/2015	300 LAS MANZANITAS DR	264-360-64300.000	37.44
PACIFIC GAS & ELECTRIC	296582	05/01/2015	St. Charles Place	264-360-64100.000	46.96
PACIFIC GAS & ELECTRIC	296582	05/01/2015	St. Charles Place	264-360-64100.000	154.48
PACIFIC GAS & ELECTRIC	296582	05/01/2015	St. Charles	264-360-64100.000	267.23
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	264-360-64100.000	362.07
WILLDAN FINANCIAL SERVICES	296537	04/20/2015	FY 2014-15 LLMD NO 2	264-360-63600.000	1,500.00
SEIU 521	296541	04/30/2015	Union Dues	264-22420	0.26
DEPT OF CHILD SUPPORT SERVI...	DFT0001172	04/24/2015	Misc Withholding	264-22450	0.47
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	264-22225	1.82
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	264-22215	5.34
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	264-22215	22.78
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	264-22220	1.05
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	264-22210	5.74
SEIU 521	296597	05/07/2015	Union Dues	264-22420	0.26
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	264-22225	1.83
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	264-22215	5.32
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	264-22215	22.76
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	264-22220	1.05
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	264-22210	5.76

Fund 264 - LLM #2 - TERRA VERDE, ETC Total: 14,774.91

Fund: 265 - SMD #1

WILLDAN FINANCIAL SERVICES	296537	04/20/2015	FY 2014-15 SDMD NO 1	265-360-63600.000	1,500.00
SEIU 521	296541	04/30/2015	Union Dues	265-22420	2.88
STATE STREET BANK & TRUST C...	DFT0001171	04/24/2015	Defer Comp-Misc Employees	265-22430	7.97
DEPT OF CHILD SUPPORT SERVI...	DFT0001172	04/24/2015	Misc Withholding	265-22450	0.04
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	265-22225	2.62
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	265-22215	7.62
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	265-22215	32.60
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	265-22220	3.90
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	265-22210	18.97
SEIU 521	296597	05/07/2015	Union Dues	265-22420	2.80
STATE STREET BANK & TRUST C...	DFT0001184	05/08/2015	Defer Comp-Misc Employees	265-22430	7.75
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	265-22225	2.62

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	265-22215	7.60
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	265-22215	32.50
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	265-22220	3.61
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	265-22210	18.24
Fund 265 - SMD #1 Total:					1,651.72

Fund: 266 - SMD #2

WILLDAN FINANCIAL SERVICES	296537	04/20/2015	FY 2014-15 SDMD NO 2	266-360-63600.000	1,500.00
SEIU 521	296541	04/30/2015	Union Dues	266-22420	2.81
STATE STREET BANK & TRUST C...	DFT0001171	04/24/2015	Defer Comp-Misc Employees	266-22430	8.00
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	266-22225	2.63
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	266-22215	7.50
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	266-22215	32.40
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	266-22220	3.91
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	266-22210	18.87
SEIU 521	296597	05/07/2015	Union Dues	266-22420	2.70
STATE STREET BANK & TRUST C...	DFT0001184	05/08/2015	Defer Comp-Misc Employees	266-22430	7.75
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	266-22225	2.58
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	266-22215	7.44
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	266-22215	31.96
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	266-22220	3.60
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	266-22210	17.96
Fund 266 - SMD #2 Total:					1,650.11

Fund: 297 - GREENFIELD SCIENCE WORKSHOP

SOUTH COUNTY NEWSPAPER	296588	05/01/2015	CSW Instructor Add	297-597-68100.000	108.00
SARGENT WELCH	296527	04/20/2015	COPPER SULFATE 5H2O	297-597-65500.292	46.04
SOUTH COUNTY NEWSPAPER	296588	05/01/2015	CSW Instructor Add	297-597-68100.000	108.00
HOME DEPOT CREDIT SERVICES	296498	04/20/2015	PUSHBROOM, SCREW, PIPE, DU...	297-597-65500.292	452.24
CITY OF GREENFIELD	296484	04/20/2015	45 EL CAMINO REAL	297-597-64300.292	55.61
CITY OF GREENFIELD	296484	04/20/2015	45 EL CAMINO REAL	297-597-64300.292	19.06
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	297-597-64100.292	170.08
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	297-597-64200.292	8.12
REDSHIFT	296523	04/20/2015	INTERNET COST	297-597-64900.000	20.00
REDSHIFT	296523	04/20/2015	INTERNET SERVICES	297-597-64900.292	79.96
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	297-22225	25.74
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	297-22215	74.66
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	297-22215	319.18
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	297-22220	46.02
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	297-22210	200.25
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	297-22225	28.46
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	297-22215	82.54
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	297-22215	352.88
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	297-22220	47.78
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	297-22210	208.25
Fund 297 - GREENFIELD SCIENCE WORKSHOP Total:					2,452.87

Fund: 406 - Municipal Finance Corporation Debt Service - City

WESTAMERICA BANK	296560	05/01/2015	Lease Rental Payment	406-709-91210.000	56,996.71
WESTAMERICA BANK	296560	05/01/2015	Lease Rental Payment	406-709-91310.000	43,434.29
Fund 406 - Municipal Finance Corporation Debt Service - City Total:					100,431.00

Fund: 411 - Municipal Finance Corporation Debt Service - 50% P

CITY NATIONAL BANK	296546	05/01/2015	PRINCIPAL PAYMENT	411-709-91210.000	16,050.08
CITY NATIONAL BANK	296546	05/01/2015	INTEREST PAYMENT	411-709-91310.000	752.01
Fund 411 - Municipal Finance Corporation Debt Service - 50% P Total:					16,802.09

Fund: 503 - SEWER FUND

MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	503-333-66100.000	44.03
MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	503-335-66100.000	44.03
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	503-333-66100.000	55.40
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	503-335-66100.000	57.62
MONTEREY AUTO SUPPLY, INC.	296505	04/20/2015	3720 - MAINT	503-335-66400.000	142.66
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	MAZZEI SUPPLIES	503-335-65700.000	343.39

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	503-335-66100.000	163.11
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	503-335-66100.000	445.80
TYLER TECHNOLOGIES	296590	05/01/2015	Maintenance 5/1/15 - 5/31/15	503-191-63300.000	37.50
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	SINDGE PUMP #2	503-335-66400.000	103.58
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	SPRAY FIELD SUPPLIES	503-335-65700.000	45.79
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	PESTICIDES SAFETY EQUIPMENT	503-335-65200.000	20.87
GREEN LINE AND TOM'S SEPTIC...	296493	04/20/2015	VIDEO SWR LINE	503-333-63800.000	1,045.00
OFFICE DEPOT	296512	04/20/2015	OFFICE SUPPLIES	503-330-61400.000	30.62
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	503-191-52510.000	2.80
OFFICE DEPOT	296512	04/20/2015	OFFICE SUPPLIES	503-330-61400.000	26.44
OFFICE DEPOT	296512	04/20/2015	JANITOR SUPPLIES	503-330-61400.000	42.95
PRAXAIR DISTRIBUTION, INC.	296520	04/20/2015	CYLINDER	503-333-65700.000	26.16
PRAXAIR DISTRIBUTION, INC.	296520	04/20/2015	CYLINDER	503-333-65700.000	26.15
TYLER TECHNOLOGIES	296533	04/20/2015	INSITE TRANSACTION FEES - UTI...	503-191-63300.000	606.25
CITY OF GREENFIELD	296484	04/20/2015	920 WALNUT AVE - CORP YARD	503-333-64300.000	11.78
CITY OF GREENFIELD	296484	04/20/2015	920 WALNUT AVE - CORP YARD	503-333-64400.000	88.19
CITY OF GREENFIELD	296484	04/20/2015	920 WALNUT AVE - CORP YARD	503-333-64300.000	11.77
CITY OF GREENFIELD	296484	04/20/2015	920 WALNUT AVE - CORP YARD	503-333-64400.000	88.19
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	503-333-64600.000	23.54
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	503-333-64900.000	12.67
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	503-333-64600.000	23.54
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	503-333-64900.000	12.67
WALLACE GROUP	296559	05/01/2015	Task 2 Implement Pond Restora...	503-330-6390a.000	4,917.00
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	503-333-64100.000	695.48
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	503-333-64200.000	3.38
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	503-333-64100.000	3,856.46
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	503-333-64200.000	3.38
REDSHIFT	296523	04/20/2015	INTERNET SERVICES	503-333-64900.000	32.97
REDSHIFT	296523	04/20/2015	INTERNET SERVICES	503-333-64900.000	13.00
SEIU 521	296541	04/30/2015	Union Dues	503-22420	82.96
STATE STREET BANK & TRUST C...	DFT0001169	04/24/2015	Defer Comp-Management	503-22430	58.09
STATE STREET BANK & TRUST C...	DFT0001171	04/24/2015	Defer Comp-Misc Employees	503-22430	138.53
DEPT OF CHILD SUPPORT SERVI...	DFT0001172	04/24/2015	Misc Withholding	503-22450	13.66
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	503-22225	80.51
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	503-22215	233.54
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	503-22215	998.32
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	503-22220	139.85
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	503-22210	629.81
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	503-330-65900.000	6.54
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - BREAK ROOM AT THE Y...	503-333-65900.000	13.03
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - BREAK ROOM AT THE Y...	503-333-65900.000	13.03
FERGUSON ENTERPRISES INC. 7...	296570	05/01/2015	Swr Treat Streets	503-335-65200.000	80.47
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - SHOP BRAKE ROOM	503-333-65900.000	13.86
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - SHOP BRAKE ROOM	503-333-65900.000	13.86
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	503-330-65900.000	34.21
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	503-330-65900.000	4.20
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	503-330-65900.000	3.28
GREENFIELD TRUE VALUE	296496	04/20/2015	BULK - BRAKE ROOM	503-333-65900.000	1.30
GREENFIELD TRUE VALUE	296496	04/20/2015	BULK - BRAKE ROOM	503-333-65900.000	1.30
GREENFIELD TRUE VALUE	296574	05/01/2015	Breck Room	503-330-65900.000	1.90
GREENFIELD TRUE VALUE	296496	04/20/2015	PICTURE HANG STRIP - SHOP B...	503-333-65900.000	3.20
GREENFIELD TRUE VALUE	296496	04/20/2015	PICTURE HANG STRIP - SHOP B...	503-333-65900.000	3.21
VEGETABLE GROWERS SUPPLY	296591	05/01/2015	Probe Batteries & Rainpants	503-333-65100.000	2.40
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	503-330-65900.000	7.27
MARC PURA RANCH, LLC.	296593	05/05/2015	TREATMENT PLANT OVER SPILL	503-330-79990.000	21,795.00
AMERICAN FAMILY LIFE	DFT0001191	05/07/2015	SUPPLEMENTAL INSURANCE	503-22440	19.45
SEIU 521	296597	05/07/2015	Union Dues	503-22420	83.13
STATE STREET BANK & TRUST C...	DFT0001182	05/08/2015	Defer Comp-Management	503-22430	80.77
STATE STREET BANK & TRUST C...	DFT0001184	05/08/2015	Defer Comp-Misc Employees	503-22430	138.05
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	503-22225	80.00

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	503-22215	231.94
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	503-22215	991.66
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	503-22220	136.61
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	503-22210	622.25
				Fund 503 - SEWER FUND Total:	39,861.36

Fund: 504 - WATER FUND

MONTEREY COUNTY PETROLE...	296508	04/20/2015	JAN. 2015 - GAS FEES	504-345-66100.000	311.11
GOLDEN STATE FLOW MEASUR...	296571	05/01/2015	Meter Freight	504-345-65700.000	47.12
GOLDEN STATE FLOW MEASUR...	296571	05/01/2015	Meter Fright	504-950-86101.000	120.77
PARTS & SERVICE CENTER	296516	04/20/2015	7923 - PRER MAINT	504-345-66200.000	19.94
GOLDEN STATE FLOW MEASUR...	296571	05/01/2015	Meter Taxes	504-950-86101.000	25.97
GOLDEN STATE FLOW MEASUR...	296571	05/01/2015	Meter Taxes	504-345-65700.000	20.90
MONTEREY COUNTY PETROLE...	296508	04/20/2015	FEB. 2015 - GAS FEES	504-345-66100.000	387.82
MONTEREY AUTO SUPPLY, INC.	296505	04/20/2015	VEHICLE REPAIR	504-345-66200.000	442.38
GREENFIELD TRUE VALUE	296496	04/20/2015	AIR FILTER AC	504-345-65900.000	7.04
PARTS & SERVICE CENTER	296516	04/20/2015	7918 - PREVENT MAINT	504-345-66200.000	13.01
PARTS & SERVICE CENTER	296516	04/20/2015	7918- VEHICLE REPAIR	504-345-66200.000	131.71
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	504-345-66100.000	253.77
MONTEREY COUNTY PETROLE...	296508	04/20/2015	MARCH 2015 - GAS/DIESEL FEES	504-345-66100.000	755.28
PACIFIC GAS & ELECTRIC	296515	04/20/2015	13TH/OAK WELL	504-345-64100.000	2,409.35
TYLER TECHNOLOGIES	296590	05/01/2015	Maintenance 5/1/15 - 5/31/15	504-191-63300.000	37.50
SHORE CHEMICAL COMPANY, I...	296528	04/20/2015	SODIUM HYPOCHLORITE	504-345-65700.000	1,611.35
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	PESTICIDES SAFETY EQUIPMENT	504-345-65200.000	20.88
GREENFIELD TRUE VALUE	296496	04/20/2015	QUICK MIX	504-345-65700.000	43.29
SAN BENITO SUPPLY	296526	04/20/2015	WATER SERVICE CEMENT	504-345-65700.000	188.13
VEGETABLE GROWERS SUPPLY	296535	04/20/2015	SAFETY EQUIPMENT	504-345-65200.000	30.30
OFFICE DEPOT	296512	04/20/2015	OFFICE SUPPLIES	504-340-61400.000	30.62
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	WATER MARKING PAINT	504-345-65700.000	10.33
GREEN RUBBER-KENNEDY AG	296494	04/20/2015	CHLORINE PUMP	504-345-65700.000	29.60
VEGETABLE GROWERS SUPPLY	296535	04/20/2015	SAFETY GLOVES	504-345-65200.000	15.24
BEN-E-LECT	296481	04/20/2015	APRIL 2015 FEES	504-191-52510.000	2.80
OFFICE DEPOT	296512	04/20/2015	OFFICE SUPPLIES	504-340-61400.000	26.44
OFFICE DEPOT	296512	04/20/2015	JANITOR SUPPLIES	504-340-61400.000	42.95
GREENFIELD TRUE VALUE	296496	04/20/2015	WATER SERVICES SUPPLIES	504-345-65700.000	17.41
GREENFIELD TRUE VALUE	296496	04/20/2015	WATER SERVICE SUPPLIES	504-345-65700.000	22.20
PARTS & SERVICE CENTER	296516	04/20/2015	LIGHT PANELS	504-345-65900.000	9.55
PRAXAIR DISTRIBUTION, INC.	296520	04/20/2015	CYLINDER	504-345-65700.000	26.15
TYLER TECHNOLOGIES	296533	04/20/2015	INSITE TRANSACTION FEES - UTI...	504-191-63300.000	606.25
MONTEREY BAY ANALYTICAL SE...	296506	04/20/2015	FEBRUARY SAMPELING	504-345-63800.000	840.00
CITY OF GREENFIELD	296484	04/20/2015	920 WALNUT AVE - CORP YARD	504-345-64400.000	110.73
GREENFIELD TRUE VALUE	296496	04/20/2015	METER STOPS	504-345-65700.000	7.55
GREENFIELD TRUE VALUE	296496	04/20/2015	RECEPTACLE/WALLPLATE	504-345-65900.000	6.45
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	504-345-64600.000	23.54
VERIZON WIRELESS	296592	05/01/2015	PW. Cellphones	504-345-64900.000	12.67
GREEN RUBBER-KENNEDY AG	296572	05/01/2015	Wtr Line Supplies	504-345-65700.000	103.34
GREEN RUBBER-KENNEDY AG	296572	05/01/2015	6th & 7th Main Leak	504-345-65700.000	21.99
PARTS & SERVICE CENTER	296583	05/01/2015	7914-Oil Filter	504-345-66200.000	4.75
PARTS & SERVICE CENTER	296583	05/01/2015	7914-Stock Filter	504-345-66200.000	10.28
LOPEZ AUTO GLASS	296576	05/01/2015	7914-Windsheld	504-345-66200.000	233.80
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	504-345-64100.000	5,430.74
PACIFIC GAS & ELECTRIC	296582	05/01/2015	Monthly Utilities	504-345-64200.000	3.37
REDSHIFT	296523	04/20/2015	INTERNET SERVICES	504-345-64900.000	32.97
SEIU 521	296541	04/30/2015	Union Dues	504-22420	52.91
STATE STREET BANK & TRUST C...	DFT0001169	04/24/2015	Defer Comp-Management	504-22430	29.05
STATE STREET BANK & TRUST C...	DFT0001171	04/24/2015	Defer Comp-Misc Employees	504-22430	66.47
DEPT OF CHILD SUPPORT SERVI...	DFT0001172	04/24/2015	Misc Withholding	504-22450	14.10
STATE OF CALIFORNIA EDD	DFT0001173	04/24/2015	SDI	504-22225	47.45
Internal Revenue Service	DFT0001174	04/24/2015	Medicare	504-22215	137.56
Internal Revenue Service	DFT0001175	04/24/2015	Social Security	504-22215	588.34
STATE OF CALIFORNIA EDD	DFT0001176	04/24/2015	State Withholding	504-22220	56.88

Expense Approval Report

Payment Dates: 4/11/2015 - 5/8/2015

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0001177	04/24/2015	Federal Tax Withholding	504-22210	316.25
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	504-340-65900.000	6.53
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - BREAK ROOM AT THE Y...	504-345-65900.000	13.03
CASEY PRINTING	296544	05/01/2015	BILLING INSERT - APRIL 2015	504-191-61200.000	709.48
AT&T	296563	05/01/2015	Water Alarm Lines	504-345-64500.000	78.70
GREENFIELD TRUE VALUE	296496	04/20/2015	PAINT - SHOP BRAKE ROOM	504-345-65900.000	13.85
GREENFIELD TRUE VALUE	296496	04/20/2015	WATER SRV. SUPPLIES	504-345-65700.000	1.40
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	504-340-65900.000	34.20
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	504-340-65900.000	4.20
GREENFIELD TRUE VALUE	296574	05/01/2015	Break Room	504-340-65900.000	3.28
MICHAEL K. NUNLEY & ASSOCIA...	296548	05/01/2015	BOOSTER PUMP PRESSURE TEST	504-345-63800.000	372.50
GREENFIELD TRUE VALUE	296496	04/20/2015	BULK - BRAKE ROOM	504-345-65900.000	1.30
GREENFIELD TRUE VALUE	296574	05/01/2015	Breack Room	504-340-65900.000	1.89
GREENFIELD TRUE VALUE	296496	04/20/2015	PICTURE HANG STRIP - SHOP B...	504-345-65900.000	3.20
VEGETABLE GROWERS SUPPLY	296591	05/01/2015	Probe Batteries & Rainpants	504-345-65200.000	22.28
AMERICAN FAMILY LIFE	DFT0001191	05/07/2015	SUPPLEMENTAL INSURANCE	504-22440	19.45
SEIU 521	296597	05/07/2015	Union Dues	504-22420	54.16
STATE STREET BANK & TRUST C...	DFT0001182	05/08/2015	Defer Comp-Management	504-22430	40.39
STATE STREET BANK & TRUST C...	DFT0001184	05/08/2015	Defer Comp-Misc Employees	504-22430	66.95
STATE OF CALIFORNIA EDD	DFT0001186	05/08/2015	SDI	504-22225	48.79
Internal Revenue Service	DFT0001187	05/08/2015	Medicare	504-22215	141.52
Internal Revenue Service	DFT0001188	05/08/2015	Social Security	504-22215	605.18
STATE OF CALIFORNIA EDD	DFT0001189	05/08/2015	State Withholding	504-22220	60.24
Internal Revenue Service	DFT0001190	05/08/2015	Federal Tax Withholding	504-22210	332.70
				Fund 504 - WATER FUND Total:	18,503.57
				Grand Total:	520,075.83

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	209,610.41
200 - SUPPLEMENTAL LAW ENFORCEMENT	16,288.76
213 - PARKS	49,313.83
215 - CDBG Fund	9,997.49
220 - Measure X Supplemental Sales & Use Tax Fund	8,786.26
221 - TRAFFIC IMPACT FUND	3,010.00
222 - PARK IMPACT FUND	5,522.50
230 - GAS TAX FUND	15,632.44
240 - LOCAL TRANSPORTATION FUND	350.00
263 - LLM #1 - LEXINGTON	5,436.51
264 - LLM #2 - TERRA VERDE, ETC	14,774.91
265 - SMD #1	1,651.72
266 - SMD #2	1,650.11
297 - GREENFIELD SCIENCE WORKSHOP	2,452.87
406 - Municipal Finance Corporation Debt Service - City	100,431.00
411 - Municipal Finance Corporation Debt Service - 50% P	16,802.09
503 - SEWER FUND	39,861.36
504 - WATER FUND	18,503.57
Grand Total:	520,075.83

Account Summary

Account Number	Account Name	Payment Amount
100-101-68200.000	Community Outreach	2,500.00
100-110-52510.000	Health Insurance	5.55
100-110-61400.000	Office Supplies	219.71
100-110-64600.000	Cell Phone Charges	31.12
100-110-66100.000	Gasoline & Oil	257.08
100-110-66200.000	Vehicle Maintenance	34.87
100-111-61400.000	Office Supplies	517.56
100-111-64300.000	Water Utility	85.37
100-111-64900.000	Other Utilities	941.65
100-111-65600.000	Janitorial Supplies	53.62
100-111-65700.000	Public Works Supplies	77.41
100-111-65900.000	Building Maintenance Su...	265.00
100-125-63200.000	Technology Services	5,041.10
100-125-65300.000	Technology Supplies	1,110.53
100-150-63100.000	Administration Services	14,686.00
100-170-52510.000	Health Insurance	5.55
100-170-65300.000	Technology Supplies	158.43
100-190-52510.000	Health Insurance	5.55
100-190-61400.000	Office Supplies	8.65
100-190-63300.000	Financial Services	1,000.00
100-190-63900.000	General Services	603.90
100-190-71100.000	Office Equipment / Furnit...	588.36
100-191-64400.000	Waste Disposal	43,061.99
100-201-51470.000	Uniform Allowance	54.31
100-201-61200.000	Printing and Copying	820.47
100-201-61400.000	Office Supplies	227.78
100-201-63400.000	Police Services	6,512.34
100-201-64600.000	Cell Phone Charges	268.61
100-201-64900.000	Other Utilities	30.38
100-201-65100.000	General Operating Suppli...	18.09
100-201-65300.000	Technology Supplies	1,861.79
100-201-65600.000	Janitorial Supplies	184.33
100-201-66100.000	Gasoline & Oil	458.86
100-201-66200.000	Vehicle Maintenance	40.10
100-201-68200.000	Community Outreach	96.00

Account Summary

Account Number	Account Name	Payment Amount
100-201-68300.000	Memberships	25.00
100-215-51470.000	Uniform Allowance	131.83
100-215-52510.000	Health Insurance	5.55
100-215-61400.000	Office Supplies	193.62
100-215-63400.000	Police Services	10,014.37
100-215-64500.000	Phone Charges	1,792.10
100-215-64600.000	Cell Phone Charges	918.09
100-215-64900.000	Other Utilities	15.21
100-215-65400.000	Police Supplies	379.00
100-215-66100.000	Gasoline & Oil	6,109.48
100-215-66200.000	Vehicle Maintenance	1,643.41
100-215-68100.000	Recruitment	233.12
100-22210	Federal Withholding Tax ...	17,220.17
100-22215	FICA Payable	21,353.64
100-22220	State Withholding Tax Pa...	5,761.21
100-22225	S.D.I. Payable	1,377.86
100-22320	Medical Benefits Payable	38,987.60
100-22340	Long-Term Disability Paya...	803.57
100-22410	G.P.O.A. Union Dues Paya...	800.00
100-22415	G.P.S.A. Union Dues Payab..	400.00
100-22420	S.E.I.U. Union Dues Payab...	252.38
100-22430	Deferred Comp Payable	2,527.97
100-22440	AFLAC Insurance Payable	907.92
100-22450	Wage Garnishments Paya...	2,850.62
100-22490	Miscellaneous Withholding	130.00
100-230-63400.000	Animal Control Services	3,342.04
100-230-65400.000	Police Supplies	781.05
100-230-66100.000	Gasoline & Oil	648.89
100-230-66200.000	Vehicle Maintenance	83.43
100-230-68100.000	Recruitment	427.03
100-24694	Magnolia Senior Apartme...	2,325.00
100-26001	Suspense Account	757.73
100-310-52510.000	Health Insurance	5.55
100-310-61200.000	Printing and Copying	101.16
100-310-65200.000	Uniforms/Personnel Equi...	487.60
100-311-65200.000	Uniforms/Personnel Equi...	14.09
100-311-65700.000	Public Works Supplies	79.07
100-311-65900.000	Building Maintenance Su...	31.02
100-311-66100.000	Gasoline & Oil	77.56
100-311-66200.000	Vehicle Maintenance	214.67
100-550-64100.000	Electricity	171.85
100-550-64200.000	Gas Utility	3.38
100-550-64300.000	Water Utility	255.92
100-550-64400.000	Waste Disposal	88.19
100-550-64600.000	Cell Phone Charges	23.70
100-550-64900.000	Other Utilities	12.99
100-550-65100.000	General Operating Suppli...	17.15
100-550-65200.000	Uniforms/Personnel Equi...	92.48
100-550-65600.000	Janitorial Supplies	31.25
100-550-65700.000	Public Works Supplies	265.28
100-550-65900.000	Building Maintenance Su...	102.38
100-550-66100.000	Gasoline & Oil	418.81
100-550-66300.000	General Operations Equi...	11.94
100-590-64100.000	Electricity	157.01
100-590-64200.000	Gas Utility	65.26
100-590-64300.000	Water Utility	28.18
100-590-65900.000	Building Maintenance Su...	10.83
100-601-52510.000	Health Insurance	16.65

Account Summary

Account Number	Account Name	Payment Amount
100-601-61400.000	Office Supplies	54.24
100-601-63600.000	Community Development...	1,428.75
100-901-81340.000	Incode Software	312.50
200-205-61700.000	Software Maintenance Ch...	497.43
200-205-63900.321	General Services	1,968.34
200-902-81510.321	Vehicles	13,822.99
213-22210	Federal Withholding Tax ...	6.68
213-22215	FICA Payable	6.68
213-22220	State Withholding Tax Pa...	2.30
213-22225	S.D.I. Payable	0.44
213-22430	Deferred Comp Payable	3.13
213-905-87513.000	Prop 84 Greenfield Comm...	49,294.60
215-22210	Federal Withholding Tax ...	110.18
215-22215	FICA Payable	110.52
215-22220	State Withholding Tax Pa...	37.93
215-22225	S.D.I. Payable	7.22
215-22430	Deferred Comp Payable	62.82
215-310-73535.435	CDBG Planning Studies	800.00
215-950-85515.432	CDBG Wastewater Treat...	8,868.82
220-215-51470.000	Uniform Allowance	62.04
220-22210	Federal Withholding Tax ...	2,956.22
220-22215	FICA Payable	3,131.00
220-22220	State Withholding Tax Pa...	983.63
220-22225	S.D.I. Payable	204.66
220-22410	G.P.O.A. Union Dues Paya...	350.00
220-22430	Deferred Comp Payable	250.00
220-551-63700.000	Public Works Services	201.97
220-551-64100.211	Electricity	77.96
220-551-64200.211	Gas Utility	18.83
220-551-64300.000	Water Utility	35.87
220-551-64300.211	Water Utility	15.32
220-551-64400.000	Waste Disposal	187.89
220-551-64400.211	Waste Disposal	33.57
220-551-65900.000	Building Maintenance Su...	64.27
220-605-64600.000	Cell Phone Charges	25.18
220-605-64900.000	Other Utilities & Commun...	38.01
220-605-65100.000	General Operating Suppli...	53.15
220-605-66100.000	Gasoline & Oil	96.69
221-903-83126.000	Walnut Avenue Interim Ex...	3,010.00
222-905-87515.000	Playground Enhancement...	85.00
222-905-87517.000	Patriot Park Ball Field Imp...	5,437.50
230-22210	Federal Withholding Tax ...	935.21
230-22215	FICA Payable	1,805.28
230-22220	State Withholding Tax Pa...	203.69
230-22225	S.D.I. Payable	118.00
230-22420	S.E.I.U. Union Dues Payab...	105.68
230-22430	Deferred Comp Payable	356.31
230-22450	Wage Garnishments Paya...	8.46
230-320-63700.000	Public Works Services	1,078.50
230-320-6390a.000	Contractual Services	280.40
230-320-64100.000	Electricity	7,046.27
230-320-64200.000	Gas Utility	3.38
230-320-64300.000	Water Utility	71.43
230-320-64400.000	Waste Disposal	88.19
230-320-64600.000	Cell Phone Charges	23.69
230-320-64900.000	Other Utilities	13.00
230-320-65200.000	Uniforms / Personnel Equ...	344.98
230-320-65700.000	Public Works Supplies	284.58

Account Summary

Account Number	Account Name	Payment Amount
230-320-65900.000	Building Maintenance Su...	73.10
230-320-66100.000	Gasoline & Oil	1,371.92
230-320-66200.000	Vehicle Maintenance	232.88
230-320-66300.000	General Operations Equi...	1,187.49
240-903-89505.491	Safe Routes to School Pro...	350.00
263-22210	Federal Withholding Tax ...	5.94
263-22215	FICA Payable	26.62
263-22220	State Withholding Tax Pa...	1.02
263-22225	S.D.I. Payable	1.73
263-22420	S.E.I.U. Union Dues Payab...	0.52
263-22450	Wage Garnishments Paya...	0.47
263-360-63600.000	Assessment District Consu...	1,500.00
263-360-63700.000	Public Works Services	3,590.00
263-360-64100.000	Electricity	279.14
263-360-64300.000	Water Utility	31.07
264-22210	Federal Withholding Tax ...	11.50
264-22215	FICA Payable	56.20
264-22220	State Withholding Tax Pa...	2.10
264-22225	S.D.I. Payable	3.65
264-22420	S.E.I.U. Union Dues Payab...	0.52
264-22450	Wage Garnishments Paya...	0.47
264-360-63600.000	Assessment District Consu...	1,500.00
264-360-63700.000	Public Works Services	11,068.40
264-360-64100.000	Electricity	1,450.45
264-360-64300.000	Water Utility	666.62
264-360-72704.000	LLMD #2 Projects	15.00
265-22210	Federal Withholding Tax ...	37.21
265-22215	FICA Payable	80.32
265-22220	State Withholding Tax Pa...	7.51
265-22225	S.D.I. Payable	5.24
265-22420	S.E.I.U. Union Dues Payab...	5.68
265-22430	Deferred Comp Payable	15.72
265-22450	Wage Garnishments Paya...	0.04
265-360-63600.000	Assessment District Consu...	1,500.00
266-22210	Federal Withholding Tax ...	36.83
266-22215	FICA Payable	79.30
266-22220	State Withholding Tax Pa...	7.51
266-22225	S.D.I. Payable	5.21
266-22420	S.E.I.U. Union Dues Payab...	5.51
266-22430	Deferred Comp Payable	15.75
266-360-63600.000	Assessment District Consu...	1,500.00
297-22210	Federal Withholding Tax ...	408.50
297-22215	FICA Payable	829.26
297-22220	State Withholding Tax Pa...	93.80
297-22225	S.D.I. Payable	54.20
297-597-64100.292	Electricity	170.08
297-597-64200.292	Gas Utility	8.12
297-597-64300.292	Water Utility	74.67
297-597-64900.000	Other Utilities	20.00
297-597-64900.292	Other Utilities	79.96
297-597-65500.292	Recreation Supplies	498.28
297-597-68100.000	Recruitment	216.00
406-709-91210.000	Principal	56,996.71
406-709-91310.000	Interest	43,434.29
411-709-91210.000	Principal	16,050.08
411-709-91310.000	Interest	752.01
503-191-52510.000	Health Insurance	2.80
503-191-63300.000	Utility Billing Financial Ser...	643.75

Account Summary

Account Number	Account Name	Payment Amount
503-22210	Federal Withholding Tax ...	1,252.06
503-22215	FICA Payable	2,455.46
503-22220	State Withholding Tax Pa...	276.46
503-22225	S.D.I. Payable	160.51
503-22420	S.E.I.U. Union Dues Payab...	166.09
503-22430	Deferred Comp Payable	415.44
503-22440	AFLAC Insurance Payable	19.45
503-22450	Wage Garnishments Paya...	13.66
503-330-61400.000	Office Supplies	100.01
503-330-6390a.000	Contractual Services	4,917.00
503-330-65900.000	Building Maintenance Su...	57.40
503-330-79990.000	Claim Settlement	21,795.00
503-333-63800.000	Sewer Collection Services	1,045.00
503-333-64100.000	Electricity	695.48
503-333-64200.000	Gas Utility	3.38
503-333-64300.000	Water Utility	11.78
503-333-64400.000	Waste Disposal	88.19
503-333-64600.000	Cell Phone Charges	23.54
503-333-64900.000	Other Utilities	45.64
503-333-65700.000	Public Works Supplies	26.16
503-333-65900.000	Building Maintenance Su...	31.39
503-333-66100.000	Gasoline & Oil	99.43
503-335-64100.000	Electricity	3,856.46
503-335-64200.000	Gas Utility	3.38
503-335-64300.000	Water Utility	11.77
503-335-64400.000	Waste Disposal	88.19
503-335-64600.000	Cell Phone Charges	23.54
503-335-64900.000	Other Utilities	25.67
503-335-65100.000	General Operating Suppli...	2.40
503-335-65200.000	Uniforms / Personnel Equ...	101.34
503-335-65700.000	Public Works Supplies	415.33
503-335-65900.000	Building Maintenance Su...	31.40
503-335-66100.000	Gasoline & Oil	710.56
503-335-66400.000	Sewer Operations Eqt Ma...	246.24
504-191-52510.000	Health Insurance	2.80
504-191-61200.000	Printing and Copying	709.48
504-191-63300.000	Utility Billing Financial Ser...	643.75
504-22210	Federal Withholding Tax ...	648.95
504-22215	FICA Payable	1,472.60
504-22220	State Withholding Tax Pa...	117.12
504-22225	S.D.I. Payable	96.24
504-22420	S.E.I.U. Union Dues Payab...	107.07
504-22430	Deferred Comp Payable	202.86
504-22440	AFLAC Insurance Payable	19.45
504-22450	Wage Garnishments Paya...	14.10
504-340-61400.000	Office Supplies	100.01
504-340-65900.000	Building Maintenance Su...	50.10
504-345-63800.000	Water Production Services	1,212.50
504-345-64100.000	Electricity	7,840.09
504-345-64200.000	Gas Utility	3.37
504-345-64400.000	Waste Disposal	110.73
504-345-64500.000	Phone Charges	78.70
504-345-64600.000	Cell Phone Charges	23.54
504-345-64900.000	Other Utilities	45.64
504-345-65200.000	Uniforms / Personnel Equ...	88.70
504-345-65700.000	Water Production Supplies	2,150.76
504-345-65900.000	Building Maintenance Su...	54.42
504-345-66100.000	Gasoline & Oil	1,707.98

Account Summary

Account Number	Account Name	Payment Amount
504-345-66200.000	Vehicle Maintenance	855.87
504-950-86101.000	Annual Meter Replaceme...	146.74
	Grand Total:	520,075.83

Project Account Summary

Project Account Key	Payment Amount	
None	520,075.83	
	Grand Total:	520,075.83

**JOINT SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF GREENFIELD
CITY COUNCIL OF THE CITY OF GONZALES
CITY COUNCIL OF THE CITY KING AND
CITY COUNCIL OF THE CITY OF SOLEDAD**

CITY COUNCIL SPECIAL MEETING OF APRIL 13, 2015

CALL TO ORDER

Mayor Huerta called the meeting to order at 6:04 p.m.

ROLL CALL

PRESENT: **Greenfield** - Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibañez

Gonzales – Mayor Orozco, Councilmembers Funk and Bonincontri

King City - Mayor Cullen, Mayor Pro-tem Jernigan, Councilmembers Acosta, Hendrickson and LeBarre

Soledad - Mayor Ledesma, Mayor Pro-tem Chavez, Councilmembers Bourke, Perez and Stephens

ABSENT: **Gonzales** – Mayor Pro-tem Silva and Councilmember Lopez

STAFF: City Manager Stanton, City Manager Mendez, City Manager Powers, City Manager Gonzalez, Community Services Director Steinmann, Chief Fresé, City Clerk Rathbun

GUESTS: Andre Seliar, Amy Phillips, Pablo Giron, Jacqueline Silon, Harold Wolgamott

INVOCATION

Invocation by Pastor Andrew Salinas.

PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

AGENDA REVIEW

No changes were made.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

None.

WELCOME AND REMARKS FROM MAYOR HUERTA

Mayor Huerta welcomed everyone to the joint meeting.

STATE OF EACH CITY

CITY OF GONZALES

Mayor Orozco gave a State of the City for the City of Gonzales.

CITY OF KING

Mayor Cullen gave a State of the City for the City of King.

CITY OF SOLEDAD

Mayor Ledesma gave a State of the City for the City of Soledad

CITY OF GREENFIELD

Mayor Huerta gave a State of the City for the City of Greenfield.

PRESENTATION ON THE EVOLUTION OF THE FOUR CITIES FOR PEACE (4C4P) REGIONAL COLLABORATIVE

ADOPTION OF A JOINT RESOLUTION OF THE CITIES OF GONZALES, GREENFIELD, KING CITY AND SOLEDAD BY RENEWAL OF REGIONAL COLLABORATIVE RESOLUTION 4C4P #2015-01

Judith Pacheco, Natividad Medical Foundation, presented every City with a Hero Award for the 4C4P.

Staff report and a power point presentation was given by City Manager Mendez, City of Gonzales and Michelle Slate.

There was discussion among the City Council and staff regarding this item.

A MOTION by Councilmember Stephens, seconded by Councilmember LeBarre to amend the resolution, third paragraph from the end, to change the wording from “included” to “considered”. All in favor. Motion carried.

A MOTION by Councilmember LeBarre, seconded by Councilmember Walker to **adopt Resolution # 4C4P-2015-01, “A Joint Resolution of the South County Cities of Gonzales, Greenfield, King City and Soledad Reaffirming their Commitment to the Four Cities for Peace “4C4P” Collaborative Initiative”**. All in favor. Motion carried.

PRESENTATION ON PROHIBITING THE SALE OF SYNTHETIC DRUGS

**ADOPTION OF A JOINT RESOLUTION OF THE CITIES OF GONZALES, GREENFIELD, KING CITY AND SOLEDAD PROHIBITING THE SALE OR DISTRIBUTION OF PSYCHOACTIVE, PSYCHOTROPIC, OR SIMILAR INTOXICATING CHEMICAL COMPOUNDS KNOWN AS SYNTHETIC DRUGS
RESOLUTION #4C4P #2015-02**

Darlene Knott gave a power point presentation.

City Manager Gonzalez, City of Soledad, stated that this would be the first step to ban the synthetic drugs. If passed, each City would need to pass an ordinance by each City Council.

There was discussion among the City Council and staff regarding this item.

A MOTION by Mayor Orozco, seconded by Councilmember Bourke to **adopt Resolution #4C4P-2015-02, “ A Joint Resolution of the Cities of Gonzales, Greenfield, King City and Soledad Prohibiting the Sale or Distribution of Psychoactive, Psychotropic, or Similar Intoxicating Chemical Compounds Known as Synthetic Drugs”**. All in favor. Motion carried.

NEXT STEPS AND COMMENTS FROM COUNCILMEMBERS

Mayor Ledesma stated that he received a letter from Brent Slama, Greenfield Little League President, regarding hosting a 4C4P Little League Tournament at the end of the year in order to encourage the communities to support one another. The letter was distributed to the entire group.

Mayor Cullen suggested that the group send out a joint press release regarding the outcome of this meeting.

Mayor Pro-tem Jernigan stated that it would be a good idea to hold a joint meeting on at least an annual basis.

Mayor Orozco stated that the joint press release was a good idea and suggested the Councils come together on a quarterly or semi-annual basis.

Mayor Huerta thanked everyone for their attendance and agreed that the Councils should meet at least on an annual basis.

Mayor Pro-tem Rodriguez stated that the four south county cities were one community and that the Councils needed to focus on the great things, not the negative.

ADJOURNMENT

Meeting adjourned at 8:15 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield

**CITY COUNCIL
MINUTES**

CITY COUNCIL MEETING OF APRIL 14, 2015

CALL TO ORDER

Mayor Huerta called the meeting to order at 6:04 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibañez

ABSENT: None

STAFF: City Manager Stanton, City Attorney Sullivan, Community Services Director Steinmann, Chief Fresé, Administrative Services Director Corgill, City Clerk Rathbun, Utility Manager Felix

GUESTS: Tracey Kilgore, Ray Diaz, Regina Roman, Joel Benavides, Josue Anguiano, Lilia Serrano, Hector Serrano, Leticia Martinez, Todd Purves, Matteo Rodriguez, Claudia Rios, Silvia Esperanza, Hyson Bullock, John Martinez Cecilio Bautista, Virginia Bautista, Ma Socorro Martinez, Fermin Martinez, Violeta Bautista, Gaudalupe Bautista, Gisselle Rocha, Victor Rocha, Liz Valenzuela, Mary Benavides, Anita Solorio, Pastor Ramiro Lugo, Pastor Miriam Lugo, Josefina Mendoza, Natalie Argueta, Mayrove Rosales, Gabe Trujillo, Nicholas King, Rev. Jimmy Cadena, Mark Gillevy, Lupe Villagra, Rene Adaujo, Jimmy Cadenaz, Jr, Calvin Fahey, Trentin Smart, Flavio Arroyo, Martha Arroyo, Rosa Vasquez, William and Mirna Riddell, Beatriz Diaz, Yaneli Martinez, Maria Alonso, Felipa Estrada, Maria Soto, Juan Soto, Juveno Pantoja, Eulio Solaco, Luis Garcia Lopez, Yolanda Rios, Margarita Ayala, Rev. Ines Lugo, Sergio Verdugo, Catalina Nunez, Severo Vega, Maria Trujillo, Blas Trujillo, Viridiana Rice, Santos Rivera, Margarita Aguilera, Maria Villagomez, Maria Velasquez, Maria Zamudio, Socorro Andrade, Maria Campos, Natividad Sanchez, Salvador Sanchez, Roberto Ruiz, Alfredo Gallardo, Carmen Lazaro, Patricio Gonzales, Andres Landa, Victoriano Martinez, Cesilia Cortez, Walter Morales, Francisco Cruz, Ana Magana, Juan Magana, Eliseo Magana, Gregorio Diaz, Rogelio Valles, Edelfa Madrigal

**City Council Meeting Minutes
April 14, 2015**

INVOCATION

Invocation by Pastor Ramiro Lugo.

PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

AGENDA REVIEW

No changes were made.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

Jerguen Smith, School Board member, informed everyone that there was also another meeting at this time regarding taking possession of the Greenfield High School at the Caesar Chavez School.

Bea Diaz suggested that there be a larger facility for meetings like this.

Claudia Rios stated that there was another meeting tonight regarding unification and would have liked to attend both meetings.

Yalini Martinez, on behalf of the Mary Chapa Academy, presented certificates of appreciation to Avelina Torres, John Huerta, Susan Stanton, Adele Frese and Samantha from the Greenfield News for participation in the Reading Program.

CONSENT CALENDAR

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Walker to approve the consent agenda including Warrants #296194 through #296434 and Bank Drafts #1089 through #1156 in the amount of \$1,020,478.95 and Minutes of the March 10, 2105 Special City Council Meeting, Minutes of the March 10, 2015 Special Work Session and Minutes of the March 17, 2015 Special Work Session. All in favor. Motion carried.

MAYOR'S PRESENTATIONS, PROCLAMATIONS, COMMUNICATIONS, RESOLUTIONS

PRESENTATION BY CENTRAL COAST YOUTH SPORTS ORGANIZATION – CANCELLED

City Council Meeting Minutes
April 14, 2015

PRESENTATION BY MELISSA KENDRICK, EXECUTIVE DIRECTOR, FOOD BANK OF MONTEREY COUNTY

Mayor Huerta stated that Ms. Kenrick was not able to attend, however, did report on the recent fire at occurred at the Food Bank and the requests for donations from the public that were needed for this program.

PROCLAMATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENFIELD PROCLAIMING APRIL AS SEXUAL ASSAULT AWARENESS MONTH

Mayor Huerta read the proclamation that was requested by Lideres Campesinas.

Adela, representing Lideres Campesinas, thanked for the proclamation.

PROCLAMATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENFIELD RECOGNIZING THE GREENFIELD HIGH SCHOOL GIRLS VARSITY SOCCER TEAM

Mayor Huerta read the proclamation and presented the proclamation to the Greenfield High School Girls Varsity Soccer Team.

CITY COUNCIL BUSINESS

INFORMATION REGARDING MEDICAL MARIJUANA DISPENSARIES AND CULTIVATION

Staff report was given by Community Services Director Steinmann.

Pastor Andrew Salinas representing the South County Clergy expressed that they were opposed to medical marijuana dispensaries and cultivation.

Father Enrique Herrera representing the Catholic families stated that they were opposed to the marijuana dispensaries.

Karen, a registered nurse, stated that she was in favor of medical marijuana dispensaries and stated that some of her patients used medical marijuana and it worked.

Calvin Filey spoke in favor of medical marijuana dispensaries.

Antonio Martinez spoke against the marijuana issue.

Juan spoke against the medical marijuana dispensaries.

John Martinez opposed the marijuana dispensaries and asked what kind of legacy the City Council wanted to leave.

City Council Meeting Minutes
April 14, 2015

Eulgio Dorato thanked the Council and Mayor Huerta for all the work they had done; however, spoke against this item.

Sharp spoke in favor of the marijuana dispensaries.

Gloria Medina stated she opposed marijuana dispensaries.

Luis Garcia Lopez and his people stated that they were opposed to marijuana.

Adelyna Alvarez spoke in opposition of marijuana dispensaries.

Efrain Aguilera stated he supported the use of medical marijuana.

A resident spoke against the marijuana dispensaries.

Jessica Bautista stated that she was not in favor or against this; however, alcohol was the worst drug and that people should get educated.

Brian Hernandez stated that the people should respect marijuana as a plant.

A resident spoke in opposition of medical marijuana dispensaries.

Tracey Kilgore read a statement from Pastor Kilgore opposing marijuana dispensaries.

Isabel Vasquez spoke against medical marijuana dispensaries.

Sandy Penqueno spoke against medical marijuana dispensaries.

There was discussion among the City Council regarding this item. Councilmember Walker stated he wanted to kill this item tonight and stated that the people have spoken. Mayor Huerta stated that the public should be given more information regarding marijuana dispensaries recommended another work shop regarding this matter. City Manager Stanton stated that the City could schedule some information forums.

It was the consensus of the City Council to have additional work sessions regarding medical marijuana dispensaries and cultivation.

City Council recessed.

RECONVENE TO REGULAR MEETING

Meeting reconvened to the regular meeting at 9:06 p.m.

CITY COUNCIL BUSINESS - CONTINUED

**City Council Meeting Minutes
April 14, 2015**

**ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING AN AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) FOR THE CITY OF GREENFIELD'S ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT AWARD
RESOLUTION #2015-07**

Staff report was given by Community Services Director Steinmann.

A MOTION by Councilmember Walker, seconded by Councilmember Santibanez to adopt **Resolution #2015-07, "A Resolution of the City Council of the City of Greenfield Approving an Agreement with the Transportation Agency for Monterey County (TAMC) for the City of Greenfield's Active Transportation Program (ATP) Grant Award"**. All in favor. Motion carried.

**ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AWARDING A CONSTRUCTION CONTRACT TO PAPICH CONSTRUCTION FOR THE WALNUT AVENUE/U.S. HIGHWAY 101 ALL-WAY STOP, PAVEMENT STRIPING, AND OFF-RAMP SIGNAGE PROJECT
RESOLUTION #2015-08**

Staff report was given by Community Services Director Steinmann.

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Torres to adopt **Resolution #2015-08, "A Resolution of the City Council of the City of Greenfield Awarding a Construction Contract to Papich Construction for the Walnut Avenue/U.S. Highway 101 All-Way Stop, Pavement Striping and Off-Ramp Signage Project"**. All in favor. Motion carried.

**ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AWARDING A PROFESSIONAL SERVICES AGREEMENT TO PACIFIC MUNICIPAL CONSULTANTS (PMC) FOR ENVIRONMENTAL REVIEW AND STAFF ASSISTANCE SUPPORT SERVICES FOR THE SOUTH END ANNEXATION, MASSA SPHERE OF INFLUENCE, TUNZI SUBDIVISION AND AUSONIO SUBDIVISION PROJECTS
RESOLUTION #2015-09**

Staff report was given by Community Services Director Steinmann.

Geary Coates, representing all project owners, stated that they would be happy to work with City staff and PMC.

City Council Meeting Minutes
April 14, 2015

A MOTION by Councilmember Walker, seconded by Mayor Pro-tem Rodriguez to adopt **Resolution #2015-09, “A Resolution of the City Council of the City of Greenfield Awarding a Professional Services Agreement to Pacific Municipal Consultants (PMC) for Environmental Review and Staff Assistance Support Services for the South End Annexation, Massa Sphere of Influence, Tunzi Subdivision and Ausonio Subdivision Projects”**. All in favor. Motion carried.

ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD ADOPTING ADDITIONAL WATER CONSERVATION MEASURES AND IMPOSING A WATER SURCHARGE ON MONTHLY WATER UTILITY BILLS IN RESPONSE TO GOVERNOR EDMUND G. BROWN, JR’S EMERGENCY EXECUTIVE ORDER B-29-15 ISSUED APRIL 1, 2015
RESOLUTION #2015-10

Staff report was given by Community Services Director Steinmann.

City Manager Stanton stated that the purpose of this resolution was to conserve water and not generate funds.

Ray Diaz asked if the City had a prior study for the water rates done. Mayor Huerta stated that was correct, however, with the new CDBG grant it would give the City the opportunity to complete a Master Plan.

Floretino Salazar asked about the water charges and how it would be charged. Community Services Director Steinmann explained the tier rate and how it would be charged.

Councilmember Walker asked that the City put a notice in the Greenfield News regarding the conservation measures and water surcharge. City Manager Stanton stated that could be done and stated that information was also going to be included in their utility bill as well.

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Torres to adopt **Resolution #2015-10, “A Resolution of the City Council of the City of Greenfield Adopting Additional Water Conservation Measures and Imposing a Water Surcharge on Monthly Water Utility Bills in Response to Governor Edmund G. Brown, Jr’s Emergency Executive Order B-29-15 Issued April 1, 2015”**. All in favor. Motion carried.

CONSIDERATION OF A PROGRAM DEVELOPMENT AGREEMENT WITH OPTERRA ENERGY SERVICES TO RECOMMEND ENERGY CONSERVATION MEASURE AT A NUMBER OF CITY FACILITY LOCATIONS AND DETERMINE FEASIBILITY OF DEVELOPING A SOLAR ENERGY PROJECT

Staff report was given by City Manager Stanton.

City Council Meeting Minutes
April 14, 2015

Emily Douglas, OpTerra, gave a brief power point presentation.

There was discussion among Council and staff regarding developing a solar energy project.

A MOTION by Councilmember Torres, seconded by Councilmember Santibanez to authorize the City Manager to negotiate a program agreement with OpTerra Energy Services to Recommend Energy Conservation Measure at a Number of City Facility Locations and Determine Feasibility of Developing a Solar Energy Project. All in favor Motion carried.

**BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS
ATTENDED BY MAYOR AND CITY COUNCIL**

Mayor Huerta reported that the League of California Cities Monterey Bay Division meeting would be held in Gonzales on May 11th. He also stated that Association of Monterey Bay Area Governments (AMBAG) was hosting their May 13th meeting in Greenfield and invited everyone to attend.

Councilmember Santibanez that the Measure Q Oversight Committee had appointed a committee regarding the measure by Monterey Salinas Transit. She also read a report regarding the union for the workers for MST and the possible layoffs which would cause reduced bus routes. MST will be hosting four public hearings regarding this matter.

COMMENTS FROM CITY COUNCIL

Councilmember Santibanez stated that she would like to have joint meetings with the School District like the City of Gonzales and the City and School District should get interaction with kids. She also recommended that there be two Councilmembers on each of the boards like the Finance Committee and the Recreation Committee. She also asked if there was a large item could staff send the information out earlier than Friday. City Manager Stanton stated that staff might be able to do that, especially if the information was in draft form.

Councilmember Walker asked about what Gonzales did regarding the prescription give back program. City Manager Stanton stated that she would look into it.

Mayor Pro-tem Rodriguez stated that he was concerned with the large crowd and stated that in future meetings Council might want to consider moving the meeting to another location. He also believed that there were many people that did not receive the translation.

Mayor Huerta stated that he highly recommended that each Councilmembers serve on committees.

CITY MANAGER REPORT

City Council Meeting Minutes
April 14, 2015

City Manager Stanton stated that the Grand Jury would be using the City Council's closed session room and the City would like to encourage the courts to use the building for hearings as well. She stated that this could plant the seed that the court house should be in Greenfield. She also stated that the managers were going to be meeting regarding the 911 services and the possibility if Salinas removing themselves from the system. She reported that the Salinas Valley Solid Waste Authority was looking into how to dispose of garbage and the agreement with Tri-Cities Disposal. She stated that the Council would be having their budget work sessions and asked that they read the city manager letter which summarizes the entire budget.

ADJOURNMENT

Meeting adjourned at 10:41 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield

**CITY COUNCIL
MINUTES**

CITY COUNCIL SPECIAL MEETING OF APRIL 14, 2015

CALL TO ORDER

Mayor Huerta called the meeting to order at 8:43 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibañez

**ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD OPPOSING PROPOSED AMENDMENTS TO THE MONTEREY COUNTY GENERAL PLAN TO IMPLEMENT SETTLEMENT OF LITIGATION INITIATED BY LANDWATCH AND THE OPEN MONTEREY PROJECT
RESOLUTION #2015-11**

Staff report was given City Manager Stanton.

Kurt Gollnick, Chief Officer of Scheid Vineyards, gave a brief background regarding the vine corridor and the proposed general plan amendment that was being proposed Landwatch and the Open Monterey Project.

Norm Groot, Executive Director of the Monterey Farm Bureau, urged the City Council to support the resolution.

A MOTION by Mayor Pro-tem Rodriguez, seconded by Councilmember Torres to adopt **Resolution #2015-11, "A Resolution of the City Council of the City of Greenfield Opposing Proposed Amendments to the Monterey County General Plan to Implement Settlement of Litigation Initiated by LandWatch and the Open Monterey Project"**. All in favor. Motion carried.

INTRODUCTION OF NEW ANIMAL CONTROL OFFICER – SILVIA CAMACHO

Chief Frese introduced Silvia Camacho as the new animal control officer.

Silvia Camacho stated that she now knew that there was a great need for animal control and stated that she would do her best.

City Council Meeting Minutes
April 14, 2015
Page Two

ADJOURNMENT

Special meeting was adjourned at 9:05 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield

**CITY COUNCIL BUDGET WORK SESSION
MINUTES**

CITY COUNCIL WORK SESSION OF APRIL 21, 2015

CALL TO ORDER

Mayor Huerta called the workshop to order at 6:07 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker, Torres and Santibañez

ABSENT: None

STAFF: City Manager Stanton, Community Services Director Steinmann, Administrative Services Director Corgill, Chief of Police Frese

GUESTS: None

AGENDA REVIEW

No changes were made.

**PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS ONLY
ON THE AGENDA**

No comments were received.

CITY COUNCIL WORK SESSION

**REVIEW OF THE PROPOSED 2015-2016 / 2016-2017 BUDGET
General Fund Review**

Staff report was given by City Manager Stanton and Administrative Services Director Corgill.

There was discussion among City Council and staff.

ADJOURNMENT

Mayor Huerta adjourned the meeting at 10:20 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield

**CITY COUNCIL BUDGET WORK SESSION
MINUTES**

CITY COUNCIL WORK SESSION OF APRIL 28, 2015

CALL TO ORDER

Mayor Huerta called the workshop to order at 6:05 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Councilmembers Walker, Torres and Santibañez
Chair Garcia, Members Diaz, Steinmann, Vasquez and Aguirre
Mayor Pro-tem Rodriguez arrived at 6:18 p.m.

ABSENT: None

STAFF: City Manager Stanton, Community Services Director Steinmann,
Administrative Services Director Corgill, Chief of Police Frese, City Clerk
Rathbun, Records Supervisor Serrano

GUESTS: None

AGENDA REVIEW

No changes were made.

**PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS ONLY
ON THE AGENDA**

No comments were received.

CITY COUNCIL WORK SESSION

REVIEW OF THE PROPOSED 2015-2016 / 2016-2017 BUDGET

General Fund Review

City Council

Administration

General Services

Finance Service

Police

Public Works

Recreation and Parks

Community Development

Staff report was given by City Manager Stanton, Chief of Police Frese, Community Services Director Steinmann and Administrative Services Director Corgill.

There was discussion among City Council, the Budget & Finance Committee Board and staff.

ADJOURNMENT

Mayor Huerta adjourned the meeting at 8:30 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield

**CITY COUNCIL
SPECIAL MEETING MINUTES**

CITY COUNCIL MEETING OF APRIL 28, 2015

CALL TO ORDER

Mayor Huerta called the meeting to order at 8:31 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmember Walker, Torres and Santibanez

ABSENT: None

STAFF: City Manager Stanton, Community Services Director Steinmann, Administrative Services Director Corgill, Chief of Police Frese, City Clerk Rathbun

GUESTS: None

PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

AGENDA REVIEW

No changes were made.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS ONLY ON THE AGENDA

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATIONS

Agency Designated Representative: City Manager

Employee Organization: Service Employees International Union, Local 521

CONFERENCE WITH LABOR NEGOTIATIONS

Agency Designated Representative: City Manager

Employee Organization: Greenfield Police Supervisors Association

CONFERENCE WITH LABOR NEGOTIATIONS

Agency Designated Representative: City Manager

Employee Organization: Greenfield Police Officers Association

CONFERENCE WITH LABOR NEGOTIATIONS
Agency Designated Representative: City Manager
Employee Organization: Unrepresented Miscellaneous Employees

Meeting adjourned to closed session at 8:33 p.m.

RECONVENE TO OPEN SESSION

Meeting reconvened to open session at 9:14 p.m.

There was no reportable action taken.

ADJOURNMENT

Meeting adjourned at 9:15 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield

**CITY COUNCIL BUDGET WORK SESSION
MINUTES**

CITY COUNCIL WORK SESSION OF MAY 5, 2015

CALL TO ORDER

Mayor Huerta called the workshop to order at 6:08 p.m.

ROLL CALL

PRESENT: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker and Torres

Councilmember Santibañez arrived at 6:10 p.m.

ABSENT: None

STAFF: City Manager Stanton, Community Services Director Steinmann, Administrative Services Director Corgill, City Clerk Rathbun

GUESTS: Ray Diaz

AGENDA REVIEW

No changes were made.

PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS ONLY ON THE AGENDA

No comments were received.

CITY COUNCIL WORK SESSION

REVIEW OF THE PROPOSED 2015-2016 / 2016-2017 BUDGET

General Fund Review

Public Works

Recreation and Parks

Community Development

Other Funds

Enterprise Funds

CDBG

Impact Fee Funds

Street Funds

Landscape & Lighting Districts / Street & Drainage Districts

HOME Grant

Debt Service Funds

Successor Agency Funds

Staff report was given by City Manager Stanton, Community Services Director Steinmann and Administrative Services Director Corgill.

There was discussion among City Council, the Budget & Finance Committee Board and staff.

ADJOURNMENT

Mayor Huerta adjourned the meeting at 8:40 p.m.

Mayor of the City of Greenfield

City Clerk of the City of Greenfield



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 5, 2015

AGENDA DATE: May 12, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT
DISTRICT NO. 1

BACKGROUND:

The City of Greenfield has two Landscape and Lighting Maintenance Assessment Districts which are regulated by the *Landscape and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code*. In accordance with this Act, the City Clerk is required to provide public notice of the assessment process at least 10 days prior to the date of hearing. Prior to levying a new assessment pursuant to Chapter 2 (commencing with Section 22585), the City Council must conduct a public hearing and review the Engineer's report which specify the assessment. (See Attachment). The engineer is prepared for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report. After approval of the report, either as filed or as modified, the City Council must adopt a resolution of intention which shall:

- (a) Declare the intention of the City to levy and collect assessments within the assessment district for the fiscal year stated therein.
- (b) Generally describe the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- (c) Refer to the assessment district by its distinctive designation and indicate the general location of the district.
- (d) Refer to the report of the engineer, on file with the clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.

(e) Give notice of the time, as fixed by Section 22625, and the place for hearing by the City Council on the levy of the proposed assessment.

(f) State whether the assessment is proposed to increase from the previous year

In accordance with the Act, any interested person may, prior to the conclusion of the hearing, file a written protest with the clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by him. If notice is given pursuant to subdivision (a) of Section 22626, the City Council shall hold the public hearing pursuant to Section 53753 of the Government. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests made or filed by any interested person. The City Council may continue the hearing from time to time, provided that no continuance shall be made to a date subsequent to August 10 without the prior consent of the county auditor.

During the course or upon the conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If there is a majority protest against the levy of an annual assessment after the formation of the assessment district that is increased from any previous year, the proposed increase in the assessment shall be abandoned.

The assessments shall be collected at the same time and in the same manner as county taxes are collected, and all laws providing for the collection and enforcement of county taxes shall apply to the collection and enforcement of the assessments, except that assessments levied pursuant to Section 22660 for which bonds or notes are to be issued may be paid within 30 days after the date the county auditor has entered the assessments on the county assessment roll, upon which time the engineer shall make and file with the treasurer a complete list of all unpaid assessments in the manner required by Section 8620.

BUDGET AND FINANCIAL IMPACT:

District No. 1 provides services to the Lexington Squire Area No1, Mariposa Subdivision, Vineyard Green Subdivision, Vista Verde Subdivision and the Cambria Park Subdivision. There are 232 parcels being levied. Total cost for service for FY 2015 is estimated at \$108,700 and has been increased by 2.5% from FY 2015. Total cost of providing landscaping services is \$64,000. The FY 2016 budget includes \$20,000 for completing special repairs concerning corner plantings, mulching, tree care as shown in the attached chart:

MAINTENANCE & OPERATIONS	Lexington Square	Zone 1A Mariposa	Zone 1B Vinyard Green	Zone 1C Vista Verde	Zone 1D Cambria Park	Total
Beginning Reserve Fund Balance	\$171,864.19	\$65,365.21	\$28,559.74	\$13,547.65	\$52,363.21	\$331,700.00
Employee Services						
Salaries & Wages	\$1,865.27	\$709.42	\$309.96	\$147.04	\$568.31	\$3,600.00
Taxes & Benefits	1,088.08	413.83	180.81	85.77	331.51	2,100.00
Subtotal	\$2,953.35	\$1,123.25	\$490.78	\$232.81	\$899.82	\$5,700.00
Operating Services & Supplies						
Office Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00
Contract Services	29,015.36	11,035.43	4,821.66	2,287.21	8,840.34	56,000.00
Utilities & Communications	3,419.67	1,300.60	568.27	269.56	1,041.90	6,600.00
Operating Supplies	310.88	118.24	51.66	24.51	94.72	600.00
Vehicle and Equipment Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Professional Development	0.00	0.00	0.00	0.00	0.00	0.00
Other Ongoing Operating Costs	414.51	157.65	68.88	32.67	126.29	800.00
Subtotal	\$33,160.41	\$12,611.92	\$5,510.47	\$2,613.96	\$10,103.24	\$64,000.00
Special Purchases Projects & Studies	10,362.63	3,941.22	1,722.02	816.86	3,157.26	20,000.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00
Transfer to General Fund	9,844.50	3,744.16	1,635.92	776.02	2,999.40	19,000.00
Subtotal	\$20,207.12	\$7,685.39	\$3,357.94	\$1,592.88	\$6,156.66	\$39,000.00
Total Activity	\$56,320.88	\$21,420.56	\$9,359.19	\$4,439.64	\$17,159.73	\$108,700.00
District Statistics						
Fiscal Year 2015/16 Levy Total	\$45,000.00	\$17,400.00	\$7,500.00	\$3,600.00	\$13,500.00	\$87,000.00
Total EBU	49.00	40.00	88.00	16.00	39.00	232.00
Levy per EBU (2015/16)	\$918.37	\$435.00	\$85.23	\$225.00	\$346.15	
MaxTax per EBU (2015/16)	\$963.52	\$448.91	\$89.15	\$232.60	\$368.84	
Total Max Tax (2015/16)	\$47,212.50	\$17,956.36	\$7,845.60	\$3,721.65	\$14,384.60	\$91,120.72
Fiscal Year 2014/15						
Total EBU	49	40	88	16	39	232
Levy per EBU (2014/15)	895.62	\$417.24	\$82.84	\$216.20	\$342.84	
MaxTax per EBU (2014/15)	940.02	437.96	86.98	226.93	359.84	
Total Max Tax (2014/15)	\$46,060.98	\$17,518.40	\$7,654.24	\$3,630.88	\$14,033.76	\$88,898.26
Levy per EBU % Change from Prior Year	2.50%	2.50%	2.50%	2.50%	2.50%	
2015/16 Max Tax Rate Percentage	51.81%	19.71%	8.61%	4.08%	15.79%	100.00%
Anticipated Reserve Balance	\$160,543.30	\$61,344.65	\$26,700.55	\$12,708.01	\$48,703.48	\$310,000.00

REVIEWED AND RECOMMENDED:

The proposed budget will provide the same level of service provided in FY 2015 and the City Engineer and City Manager recommend approval.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY THE RESOLUTIONS AS FOLLOWS:

RESOLUTION # 2015-12, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE GREENFIELD LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT

**PURSUANT TO PART 2, DIVISION 15 OF THE CALIFORNIA STREETS AND
HIGHWAY CODE**

**RESOLUTION #2015-13, A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GREENFIELD DECLARING ITS INTENTION TO LEVY AND COLLECT
ASSESSMENTS AND CHARGES WITHIN THE LANDSCAPE AND LIGHTING
MAINTENANCE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016 AND
APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING**

RESOLUTION NO. 2015-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE GREENFIELD LANDSCAPE AND LIGHTING
MAINTENANCE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016 AND
ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO
PART 2, DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

WHEREAS, the City Council through previous resolutions has established and levied annual assessments and charges for the Greenfield Landscape and Lighting Maintenance District No. 1 (hereinafter referred to as the "District"). The Greenfield Landscape and Lighting Maintenance District No.1 was formed and is levied pursuant to the provisions of the *Landscape and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the "Act"). The Act provides for the collection of assessments and charges by the County of Monterey on behalf of the City of Greenfield to pay for the maintenance and services of improvements and facilities related thereto, and

WHEREAS, the City Council of the City of Greenfield has determined that it is necessary and desirable to continue the current levels of public landscaping and public street lighting maintenance and services, and

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments and charges against lots and parcels of land within the District in Fiscal Year 2015/2016 for the improvements and services that will provide benefit to the properties within the District pursuant to the applicable provisions of the Act, and

WHEREAS, the City has appointed MNS Engineering (hereinafter referred to as the "Engineer"), for the purpose of assisting with the annual levy of the District, including the preparation and filing of the Engineer's Report with the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. The City Council hereby orders the Engineer to prepare and file with the City Clerk an Engineer's Report concerning the improvements, services and the proposed levy of assessments and charges for the fiscal year commencing July 1, 2015 and ending June 30, 2016 for the Districts, in accordance with *Chapter 1, Article 4* of the Act and as required by *Section 22623* of the Act. Said Engineer's Report shall contain a description of the improvements and services, an estimate of the costs financed by the levy, the properties benefiting from the improvements, the method of apportioning the assessments and calculating the charges, and any substantial changes to the existing improvements.
3. An Assessment Diagram showing the district boundaries is on file with the Public Works Department.

4. The Greenfield Landscape and Lighting Maintenance District No. 1 improvements and services include:
 - a) Maintenance and operation of any or all public landscaping and irrigation improvements and street lighting of a local nature or landscaped strips of land between back of curb and front of walk; the alley planting areas and central parkway (median) including grass berms; appurtenant irrigation systems; ornamental plantings including lawns, shrubs and trees; including necessary repairs and replacements; water for irrigation; spraying; care; supervisions; debris removal;
 - b) Maintenance and pavement repairs for the alleys; park strip repair and replacements; and any and other items of work necessary and incidental for the proper maintenance and operation thereof; and all additions; electrical current for operation of the streetlights; improvements and enlargements thereto

No substantial changes in the improvements or services are proposed for fiscal year 2015/2016. The Engineer's Report for fiscal year 2015/2016 shall provide a more detailed description of the improvements and services provided by the District and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

5. The City Council of the City of Greenfield hereby determines that to provide the improvements generally described in Section 4 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments and charges against lots and parcels of land within the District for fiscal year 2015/2016, commencing July 1, 2015 and ending June 30, 2016, and said assessments and charges shall be outlined and described in the Engineer's Report and imposed pursuant to applicable provisions of the Act.
6. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Engineering Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield duly held on the **12th day of May, 2015** by the following vote:

Ayes:
Noes:
Abstain:
Absent:

John P. Huerta, Jr., Mayor

ATTEST

Ann F. Rathbun, City Clerk

RESOLUTION NO. 2015-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND
CHARGES WITHIN THE LANDSCAPE AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016 AND APPOINTING A
TIME AND PLACE FOR A PUBLIC HEARING**

WHEREAS, the City Council of the City of Greenfield has by previous resolution initiated proceedings for the levy and collection of assessments and charges against lots and parcels of land within the Landscape and Lighting Maintenance District No. 1 (hereinafter referred to collectively as the “District”) for fiscal year 2015/2016, and

WHEREAS, the City Council of the City of Greenfield has ordered and received an Engineer’s Report for the District for fiscal year 2015/2016 which has been filed with the City Clerk pursuant to the *Landscape and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the “Act”) and said report has been presented to the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. The City Council of the City of Greenfield hereby finds that the improvements and the levy and collection of assessments and charges related thereto are in the public interest and convenience and benefit of the property owners within the District. The City Council hereby declares its intention to order the District improvements and to levy and collect assessments against the lots and parcels of land within the assessment district designated as the Greenfield Landscape and Lighting Maintenance District No. 1 pursuant to the provisions of the Act for fiscal year 2015/2016, commencing July 1, 2015 and ending June 30, 2016, to pay for the costs and expenses of the improvements described in Section 3 hereof.
3. The Greenfield Landscape and Lighting Maintenance District No. 1 improvements and services include:
 - a) Maintenance and operation of any or all public landscaping and irrigation improvements and street lighting of a local nature or landscaped strips of land between back of curb and front of walk; the alley planting areas and central parkway (median) including grass berms; appurtenant irrigation systems; ornamental plantings including lawns, shrubs and trees; including necessary repairs and replacements; water for irrigation; spraying; care; supervisions; debris removal;
 - b) Maintenance and pavement repairs for the alleys; park strip repair and replacements; and any and other items of work necessary and incidental for the proper maintenance and operation thereof; and all additions; electrical current for operation of the streetlights; improvements and enlargements thereto

No substantial changes in the improvements or services are proposed for fiscal year 2015/2016. The Engineer’s Report for fiscal year 2015/2016 shall provide a more detailed description of the improvements and services provided by the District and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

4. The assessments and charges for fiscal year 2015/2016 are apportioned according to the method identified in the Engineer's Report.
5. Reference is hereby made to the Engineer's Report entitled "City of Greenfield, Landscape and Lighting Maintenance District No. 1, fiscal year 2015/2016, Engineer's Report". Said Report has been prepared and submitted under a single cover and is on file with the Public Works Department, and provides a description of the improvements, the boundaries of the District and the proposed assessments and charges upon lots and parcels of land within the District.
6. **Notice is hereby given that on the 9th day of June, 2015 at 6:00pm, a public hearing will be held in the Council Chambers of the City Hall, 599 El Camino Real, Greenfield, California 93927, regarding the Landscape and Lighting Maintenance District No. 1. The public hearing will afford interested persons the opportunity to hear and be heard.**

Any interested person may file a written protest with the City Clerk prior to the conclusion of the public hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and written protests made or filed by any interested person.

7. Following such public hearing the City Council shall consider and may take actions regarding the assessments and charges for fiscal year 2015/2016.
8. The City Clerk is hereby authorized and directed to give notice of such public hearing as provided by law.
9. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Engineering Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield duly held on the **12th of May, 2015** by the following vote:

Ayes:
Noes:
Abstain:
Absent:

John P. Huerta, Jr., Mayor

ATTEST:

Ann F. Rathbun, City Clerk



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 5, 2015

AGENDA DATE: May 12, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT
DISTRICT NO. 2

BACKGROUND:

The City of Greenfield has two Landscape and Lighting Maintenance Assessment Districts which are regulated by the *Landscape and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code*. In accordance with this Act, the City Clerk is required to provide public notice of the assessment process at least 10 days prior to the date of hearing. Prior to levying a new assessment pursuant to Chapter 2 (commencing with Section 22585), the City Council must conduct a public hearing and review the Engineer's report which specify the assessment (See Attachment). The engineer is prepared for each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report. After approval of the report, either as filed or as modified, the City Council must adopt a resolution of intention which shall:

- (a) Declare the intention of the City to levy and collect assessments within the assessment district for the fiscal year stated therein.
- (b) Generally describe the existing and proposed improvements and any substantial changes proposed to be made in existing improvements.
- (c) Refer to the assessment district by its distinctive designation and indicate the general location of the district.

- (d) Refer to the report of the engineer, on file with the clerk, for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.
- (e) Give notice of the time, as fixed by Section 22625, and the place for hearing by the City Council on the levy of the proposed assessment.
- (f) State whether the assessment is proposed to increase from the previous year

In accordance with the Act, any interested person may, prior to the conclusion of the hearing, file a written protest with the clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by him. If notice is given pursuant to subdivision (a) of Section 22626, the City Council shall hold the public hearing pursuant to Section 53753 of the Government. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests made or filed by any interested person. The City Council may continue the hearing from time to time, provided that no continuance shall be made to a date subsequent to August 10 without the prior consent of the county auditor.

During the course or upon the conclusion of the hearing, the City Council may order changes in any of the matters provided in the report, including changes in the improvements, any zones within the assessment district, and the proposed diagram or the proposed assessment. If there is a majority protest against the levy of an annual assessment after the formation of the assessment district that is increased from any previous year, the proposed increase in the assessment shall be abandoned.

The assessments shall be collected at the same time and in the same manner as county taxes are collected, and all laws providing for the collection and enforcement of county taxes shall apply to the collection and enforcement of the assessments, except that assessments levied pursuant to Section 22660 for which bonds or notes are to be issued may be paid within 30 days after the date the county auditor has entered the assessments on the county assessment roll, upon which time the engineer shall make and file with the treasurer a complete list of all unpaid assessments in the manner required by Section 8620.

BUDGET AND FINANCIAL IMPACT:

District No. 2 provides services to Charles Subdivision and the Las Manzanitas Subdivision. Total cost for service for FY 2015 is estimated at \$227,200 apportioned to 670.8 parcels within the District in proportion to the special benefit it receives as established at the time the District was formed. There is an additional \$206,200 in the proposed budget for various improvements in the District common areas, trees, planters, fences etc. as shown in the following chart:

MAINTENANCE & OPERATIONS	Zone 1 Second Street	Zone 2 Terra Verde	Zone 3A La Vina	Zone 3B La Vina	Zone 4A St. Charles Place	Zone 4B St. Charles Place	Zone 5 Las Manzanitas	Total
Beginning Reserve Fund Balance	\$88,690.36	\$63,068.88	\$148,557.80	\$14,247.27	\$197,238.72	\$92,449.13	\$21,947.84	\$626,200.00
Employee Services								
Salaries & Wages	\$878.12	\$624.44	\$1,470.87	\$141.06	\$0.00	\$1.33	\$217.31	\$6,200.00
Taxes & Benefits	495.71	352.51	830.33	79.63	1,102.42	516.72	122.67	3,500.00
Subtotal	\$1,373.84	\$976.95	\$2,301.20	\$220.69	\$1,102.42	\$518.05	\$339.98	\$9,700.00
Operating Services & Supplies								
Office Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract Services	21,103.26	15,006.81	35,348.31	3,390.04	0.00	21,997.64	5,222.34	149,000.00
Utilities & Communications	7,138.29	5,076.13	11,956.74	1,146.70	0.00	7,440.81	1,766.48	50,400.00
Operating Supplies	198.29	141.00	332.13	31.85	0.00	206.69	49.07	1,400.00
Vehicle and Equipment Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Ongoing Operating Costs	354.08	251.79	593.09	56.88	0.00	369.09	87.62	2,500.00
Subtotal	\$28,793.92	\$20,475.73	\$48,230.28	\$4,625.47	\$0.00	\$30,014.22	\$7,125.51	\$203,300.00
Special Purchases Projects & Studies	29,204.65	20,767.81	48,918.27	4,691.45	0.00	30,442.37	7,227.16	206,200.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfer to General Fund	2,974.29	2,115.05	4,981.98	477.79	0.00	3,100.34	736.03	21,000.00
Subtotal	\$32,178.94	\$22,882.86	\$53,900.24	\$5,169.24	\$0.00	\$33,542.70	\$7,963.19	\$227,200.00
Total Activity	\$62,346.69	\$44,335.55	\$104,431.72	\$10,015.41	\$1,102.42	\$64,074.98	\$15,428.68	\$440,200.00
District Statistics								
Fiscal Year 2015/16 Levy Total	\$39,500.00	\$27,400.00	\$63,900.00	\$6,300.00	\$88,100.00	\$41,000.00	\$9,800.00	\$276,000.00
Total EBU	80.0	96.0	167.0	38.0	150.0	120.8	19.0	670.8
Levy per EBU (2015/16)	\$493.75	\$285.42	\$382.63	\$165.79	\$587.33	\$339.40	\$515.79	
MaxTax per EBU (2015/16)	\$677.36	\$401.40	\$543.52	\$229.08	\$803.41	\$467.59	\$705.78	
Total Max Tax (2015/16)	\$54,188.88	\$38,534.42	\$90,767.26	\$8,704.94	\$120,510.79	\$56,485.45	\$13,409.90	\$382,601.63
Fiscal Year 2014/15								
Total EBU	80	96	167	38	150	120.8	19	670.8
Levy per EBU (2014/15)	485.36	\$287.62	\$389.44	\$164.14	\$575.66	\$335.04	\$505.70	
MaxTax per EBU (2014/15)	660.84	391.61	530.26	223.49	783.81	456.19	688.57	
Total Max Tax (2014/15)	\$52,867.20	\$37,594.56	\$88,553.42	\$8,492.62	\$117,571.50	\$55,107.75	\$13,082.83	\$373,269.88
Levy per EBU % Change from Prior Year	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
2015/16 Max Tax Rate Percentage	14.16%	10.07%	23.72%	2.28%	31.50%	14.76%	3.50%	100.00%
Anticipated Reserve Balance	\$65,843.67	\$46,133.33	\$108,026.08	\$10,531.86	\$284,236.30	\$69,374.15	\$16,319.16	\$462,000.00

REVIEWED AND RECOMMENDED:

The proposed budget will provide the same level of service provided in FY 2015-16 and the Public Works Director and City Manager recommend approval.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY THE RESOLUTIONS AS FOLLOWS:

RESOLUTION #2015-14, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE GREENFIELD LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR FISCAL YEAR 2015/2016 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO PART 2, DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAY CODE

RESOLUTION #2015-15, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR FISCAL YEAR 2015/2016 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING

RESOLUTION NO. 2015-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE GREENFIELD LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR FISCAL YEAR 2015/2016 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO PART 2, DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the City Council through previous resolutions has established and levied annual assessments and charges for the Greenfield Landscape and Lighting Maintenance District No. 2 (hereinafter referred to as the "District"). The Greenfield Landscape and Lighting Maintenance District No. 2 was formed and is levied pursuant to the provisions of the *Landscape and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the "Act"). The Act provides for the collection of assessments and charges by the County of Monterey on behalf of the City of Greenfield to pay for the maintenance and services of improvements and facilities related thereto, and

WHEREAS, the City Council of the City of Greenfield has determined that it is necessary and desirable to continue the current levels of public landscaping and public street lighting maintenance and services, and

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments and charges against lots and parcels of land within the District in Fiscal Year 2015/2016 for the improvements and services that will provide benefit to the properties within the District pursuant to the applicable provisions of the Act, and

WHEREAS, the City has appointed MNS Engineering (hereinafter referred to as the "Engineer"), for the purpose of assisting with the annual levy of the District, including the preparation and filing of the Engineer's Report with the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. The City Council hereby orders the Engineer to prepare and file with the City Clerk an Engineer's Report concerning the improvements, services and the proposed levy of assessments and charges for the fiscal year commencing July 1, 2015 and ending June 30, 2016 for the Districts, in accordance with *Chapter 1, Article 4* of the Act and as required by *Section 22623* of the Act. Said Engineer's Report shall contain a description of the improvements and services, an estimate of the costs financed by the levy, the properties benefiting from the improvements, the method of apportioning the assessments and calculating the charges, and any substantial changes to the existing improvements.
3. An Assessment Diagram showing the district boundaries is on file with the Public Works Department.
4. The Greenfield Landscape and Lighting Maintenance District No. 2 maintenance and services include:

- a) Regular maintenance, repair and replacement of all facilities within the public rights of-ways or easements which shall include, but not be limited to, the landscaping, irrigation system, signage, perimeter wall, retaining walls, pedestrian path and erosion control plantings within or adjacent to the detention basins and drainage swale.
- b) Operation, maintenance, repairs, replacement of and power for the street lighting within the District.
- c) Regular maintenance, repair and replacement of the landscape parkway strip and street trees.
- d) Regular maintenance, repair and replacement of landscaping within public rights-of ways or easements, and perimeter walls, including graffiti removal.
- e) Regular maintenance, repair and replacement of pedestrian pathways, within the public rights-of-ways or easements.
- f) Administrative services to operate the District.

No substantial changes in the maintenance or services are proposed for fiscal year 2015/2016. The Engineer's Report for fiscal year 2015/2016 shall provide a more detailed description of the improvements and services provided by the District and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

- 5. The City Council of the City of Greenfield hereby determines that to provide the maintenance and services generally described in Section 4 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments and charges against lots and parcels of land within the District for fiscal year 2015/2016, commencing July 1, 2015 and ending June 30, 2016, and said assessments and charges shall be outlined and described in the Engineer's Report and imposed pursuant to applicable provisions of the Act.
- 6. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Engineering Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield duly held on the **12th day of May, 2015** by the following vote:

Ayes:
Noes:
Abstain:
Absent:

John P. Huerta, Jr., Mayor

ATTEST

Ann F. Rathbun, City Clerk

RESOLUTION NO. 2015-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND
CHARGES WITHIN THE LANDSCAPE AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT NO. 2 FOR FISCAL YEAR 2015/2016 AND APPOINTING A
TIME AND PLACE FOR A PUBLIC HEARING**

WHEREAS, the City Council of the City of Greenfield has by previous resolution initiated proceedings for the levy and collection of assessments and charges against lots and parcels of land within the Landscape and Lighting Maintenance District No. 2 (hereinafter referred to collectively as the “District”) for fiscal year 2015/2016, and

WHEREAS, the City Council of the City of Greenfield has ordered and received an Engineer’s Report for the District for fiscal year 2015/2016 which has been filed with the City Clerk pursuant to the *Landscape and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the “Act”) and said report has been presented to the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES
HEREBY RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. The City Council of the City of Greenfield hereby finds that maintenance and services and the levy and collection of assessments and charges related thereto are in the public interest and convenience and benefit of the property owners within the District. The City Council hereby declares its intention to order the District improvements and to levy and collect assessments against the lots and parcels of land within the assessment district designated as the Greenfield Landscape and Lighting Maintenance District No. 2 pursuant to the provisions of the Act for fiscal year 2015/2016, commencing July 1, 2015 and ending June 30, 2016, to pay for the costs and expenses of the maintenance and services described in Section 3 hereof.
3. The Greenfield Landscape and Lighting Maintenance District No. 2 maintenance and services include:
 - a) Regular maintenance, repair and replacement of all facilities within the public rights of-ways or easements which shall include, but not be limited to, the landscaping, irrigation system, signage, perimeter wall, retaining walls, pedestrian path and erosion control plantings within or adjacent to the detention basins and drainage swale.
 - b) Operation, maintenance, repairs, replacement of and power for the street lighting within the District.
 - c) Regular maintenance, repair and replacement of the landscape parkway strip and street trees.
 - d) Regular maintenance, repair and replacement of landscaping within public rights-of ways or easements, and perimeter walls, including graffiti removal.
 - e) Regular maintenance, repair and replacement of pedestrian pathways, within the public rights-of-ways or easements.
 - f) Administrative services to operate the District.

No substantial changes in the maintenance or services are proposed for fiscal year 2015/2016. The Engineer’s Report for fiscal year 2015/2016 shall provide a more detailed description of the

improvements and services provided by the District and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

4. The assessments and charges for fiscal year 2015/2016 are apportioned according to the method identified in the Engineer's Report.
5. Reference is hereby made to the Engineer's Report entitled "City of Greenfield, Landscape and Lighting Maintenance District No. 2, fiscal year 2015/2016, Engineer's Report". Said Report has been prepared and submitted under a single cover and is on file with the Public Works Department, and provides a description of the improvements, the boundaries of the District and the proposed assessments and charges upon lots and parcels of land within the District.
6. **Notice is hereby given that on the 9th day of June, 2015 at 6:00pm, a public hearing will be held in the Council Chambers of the City Hall, 599 El Camino Real, Greenfield, California 93927, regarding the Landscape and Lighting Maintenance District No. 2. The public hearing will afford interested persons the opportunity to hear and be heard.**
7. Any interested person may file a written protest with the City Clerk prior to the conclusion of the public hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and written protests made or filed by any interested person.

Following such public hearing the City Council shall consider and may take actions regarding the assessments and charges for fiscal year 2015/2016.

8. The City Clerk is hereby authorized and directed to give notice of such public hearing as provided by law.
9. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Engineering Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield duly held on the **12th day of May, 2015** by the following vote:

Ayes:

Noes:

Abstain:

Absent:

John P. Huerta, Jr., Mayor

ATTEST

Ann F. Rathbun, City Clerk



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 5, 2015

AGENDA DATE: May 12, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 1

BACKGROUND:

To ensure a flow of funds for the operation, maintenance and servicing of specified improvements within the boundaries of the Street and Drainage Maintenance District No. 1, pursuant to the requirements of the Benefit Assessment Act of 1982, the City Council, on December 7, 2004, by resolution 2004-88 approved the formation of the Street and Drainage Maintenance District No. 1.

In fiscal year 2004/05, pursuant to the Benefit Assessment Act of 1982, upon request of Creek Bridge Homes, the City initiated proceedings and conducted the required public hearings for the annexation of St. Charles Subdivision into the Street and Drainage Maintenance District No. 1. The annexed territories are identified as Zone 4a – St. Charles Place Storm Drain and Street Maintenance (Single Family) and Zone 4b- St. Charles Place Storm Drain and Street Maintenance (Multi-Family and Non-Residential). On October 18, 2005, the City Council confirmed and adopted the property owner's approval of improvements, assessment rate and inflationary formula for St Charles Place Zone 4a and Zone 4b. In fiscal year 2005/2006, pursuant to the Benefit Assessment Act of 1982, upon request of Standard Pacific Homes, the City again initiated proceedings and conducted the required public hearings to annex the Manzanitas Subdivision into the Street and Drainage Maintenance District No.1 (identified in this report as Zone 5 – Las Manzanitas Maintenance). On April 6, 2006, following results of balloting tabulated in accordance with Article XIID of the California Constitution and California Government Code Section 53753, the City Council confirmed and adopted resolutions to approve the annexation, plans, specifications and assessment of Zone 5 – Las Manzanitas.

BUDGET AND FINANCIAL IMPACT:

The parcels in the District are specified as Zone 1a - Second Street – Street Maintenance, Zone 1 b - Second Street - Storm Drain Maintenance, Zone 2a - Terra Verde – Storm Drain Maintenance, Zone 2b - Terra Verde - Storm Drain Maintenance, Zone 3a – La Vina - Storm Drain Maintenance, Zone 4a – St. Charles Place Storm Drain and Street Maintenance (Single Family), Zone 4b – St. Charles Storm Drain and Street Maintenance (Multi-Family and Non-Residential) and Zone 5 – Las Manzanitas. Future parcels that may be annexed into the District may receive only storm drain maintenance related benefits and/or street maintenance related benefits. It is anticipated that the future annexation parcels will comprise new zones within the District. The benefit assessment is levied upon each parcel within the boundaries of each zone and the assessment levied upon each parcel shall be based solely on the benefit received from the respective zone (and not on assessed value). Total cost to provide field street and drainage service to this District for FY 2015-16 is \$38,000. The budget also allocates additional funds for \$27,800 special projects and \$67,000 for street resealing.

Individual Equivalent Dwelling Unit charges are shown for each zone in the chart below:

MAINTENANCE & OPERATIONS	Zone 1a Second Street Streets	Zone 1b Second Street Drainage	Zone 2a Terra Verde Drainage	Zone 2b Terra Verde Drainage	Zone 3a La Vina Drainage	Zone 4a St. Charles Streets	Zone 4a St. Charles Drainage	Zone 4b St. Charles Streets	Zone 4b St. Charles Drainage	Zone 5a Las Manzanitas Drainage	Total
Beginning Reserve Fund Balance	\$53,782.77	\$48,362.21	\$23,612.80	\$29,559.02	\$82,864.75	\$76,865.73	\$71,343.09	\$12,091.34	\$24,953.43	\$19,264.87	\$442,700.00
Employee Services											
Salaries & Wages	\$899.01	\$808.40	\$394.70	\$494.10	\$1,385.13	\$1,284.86	\$1,192.54	\$202.11	\$417.11	\$322.02	\$7,400.00
Taxes & Benefits	437.36	393.28	192.02	240.37	673.85	625.07	580.16	98.33	202.92	0.00	3,600.00
Subtotal	\$1,336.37	\$1,201.68	\$586.72	\$734.47	\$2,058.98	\$1,909.92	\$1,772.70	\$300.44	\$620.03	\$322.02	\$11,000.00
Operating Services & Supplies											
Office Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract Services	364.46	327.73	160.01	200.31	0.00	22.67	483.46	81.94	169.10	130.55	3,000.00
Utilities & Communications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Supplies	121.49	109.24	53.34	66.77	0.00	7.56	161.15	27.31	56.37	43.52	1,000.00
Vehicle and Equipment Operating Expense	145.79	131.09	64.01	80.12	0.00	9.07	193.39	32.78	67.64	52.22	1,200.00
Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Ongoing Operating Costs	340.17	305.88	149.35	186.96	0.00	21.16	451.23	76.48	157.83	121.85	2,800.00
Subtotal	\$971.90	\$873.95	\$426.71	\$534.16	\$0.00	\$60.45	\$1,289.24	\$218.50	\$450.93	\$348.13	\$8,000.00
Special Purchases Projects & Studies											
Capital Outlay	3,377.37	3,036.98	1,482.80	1,856.20	0.00	210.05	4,480.09	759.29	1,566.99	1,209.77	27,800.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfer to General Fund	2,308.27	2,075.63	1,013.42	1,268.63	0.00	143.56	3,061.94	518.94	1,070.96	826.82	19,000.00
Transfer to Local Transportation Fund	8,139.70	7,319.33	3,573.66	4,473.58	0.00	506.24	10,797.35	1,829.95	3,776.55	2,915.62	67,000.00
Subtotal	\$5,685.64	\$5,112.61	\$2,496.23	\$3,124.83	\$0.00	\$353.61	\$7,542.03	\$1,278.23	\$2,637.95	\$2,036.58	\$113,800.00
Total Activity	\$7,993.92	\$7,188.24	\$3,509.65	\$4,393.46	\$2,058.98	\$2,323.98	\$10,603.97	\$1,797.18	\$3,708.91	\$2,706.74	\$132,800.00
District Statistics											
Fiscal Year 2015/16 Levy Total	\$3,200.00	\$2,900.00	\$1,500.00	\$1,800.00	\$5,000.00	\$4,615.82	\$4,284.18	\$783.36	\$1,616.64	\$1,200.00	\$26,900.00
Total EBU	80.0	80.0	32.0	64.0	205.0	150.0	150.0	176.2	176.2	19.0	726.2
Levy per EBU (2015/16)	\$40.00	\$36.25	\$46.88	\$28.13	\$24.39	\$30.77	\$28.56	\$4.45	\$9.18	\$63.16	
MaxTax per EBU (2015/16)	\$151.23	\$135.99	\$165.99	\$103.89	\$90.93	\$115.27	\$106.99	\$15.44	\$31.86	\$228.08	
Total Max Tax (2015/16)	\$12,098.28	\$10,878.94	\$5,311.63	\$6,649.22	\$18,640.19	\$17,290.73	\$16,048.43	\$2,719.91	\$5,613.20	\$4,333.58	\$99,584.10
Fiscal Year 2014/15											
Total EBU	80	80	32	64	205	150	150	176.2	176.2	19	726.2
Levy per EBU (2014/15)	39.34	\$35.38	\$43.20	\$27.02	\$23.64	\$29.98	\$27.82	\$4.00	\$8.28	\$59.34	
MaxTax per EBU (2014/15)	147.54	132.67	161.94	101.36	88.71	112.46	104.38	15.06	31.08	222.52	
Total Max Tax (2014/15)	\$11,803.20	\$10,613.60	\$5,182.08	\$6,487.04	\$18,185.55	\$16,869.00	\$15,657.00	\$2,653.57	\$5,476.30	\$4,227.88	\$97,155.22
Max Tax per EBU % Change from Prior Year	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
2015/16 Max Tax Rate Percentage	12.15%	10.92%	5.33%	6.68%	18.72%	17.36%	16.12%	2.73%	5.64%	4.35%	100.00%
Anticipated Reserve Balance	\$48,988.85	\$44,073.97	\$21,603.15	\$26,965.56	\$85,805.77	\$79,157.56	\$65,023.31	\$11,077.51	\$22,861.16	\$17,758.13	\$336,800.00

REVIEWED AND RECOMMENDED:

The proposed budget will provide the same level of service provided in FY 2015-16 and the City Engineer and City Manager recommend approval.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY THE RESOLUTIONS AS FOLLOWS:

RESOLUTION #2015-16, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE STREET AND DRAINAGE MAINTENANCE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISION OF CHAPTER 6.4, DIVISION 2 OF THE GOVERNMENT CODE

RESOLUTION #2015-17, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING

RESOLUTION NO. 2015-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE STREET AND DRAINAGE MAINTENANCE
DISTRICT NO. 1 FOR FISCAL YEAR 2015/2016 AND ORDERING THE
PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS
OF CHAPTER 6.4, DIVISION 2 OF THE GOVERNMENT CODE**

WHEREAS, the City Council through previous resolutions has established and levied annual assessments and charges for the Greenfield Street and Drainage Maintenance District No. 1 (hereinafter referred to as the "District"). The Greenfield Street and Drainage Maintenance District No. 1 was formed and is levied pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4, Division 2* of the Government Code (hereinafter referred to as the "Act"). The Act provides for the collection of assessments and charges by the County of Monterey on behalf of the City of Greenfield to pay for the maintenance and services of improvements and facilities related thereto, and

WHEREAS, the City Council of the City of Greenfield has determined that it is necessary and desirable to continue the current levels of public streets and public drainage system maintenance and services, and

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments and charges against lots and parcels of land within the various Zones of the District in Fiscal Year 2015/2016 for the improvements and services that will provide benefit to the properties within the Districts pursuant to the applicable provisions of the Act, and

WHEREAS, the City has appointed MNS Engineers (hereinafter referred to as the "Engineer"), for the purpose of assisting with the annual levy of the Districts, including the preparation and filing of the Engineer's Report with the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. The City Council hereby orders the Engineer to prepare and file with the City Clerk an Engineer's Report concerning the improvements, services and the proposed levy of assessments and charges for the fiscal year commencing July 1, 2015 and ending June 30, 2016 for the Districts, in accordance with *Article 4 Section 54716* of the Act. Said Engineer's Report shall contain a description of the improvements and services, an estimate of the costs financed by the levy, the properties benefiting from the improvements, the method of apportioning the assessments and calculating the charges, and any substantial changes to the existing improvements.
3. An Assessment Diagram showing the district boundaries is on file with the Public Works Department.
4. The Greenfield Street and Drainage District No. 1 improvements and services include:

- (a) Maintenance and operation of streets, roads and highways including but not limited to pavement rehabilitation, re-stripping, slurry sealing, street sweeping and other repairs needed to keep the streets in a safe condition and to preserve the street network;
- (b) Maintenance and operation of drainage and flood control facilities, including but not limited to floodways, channels, percolation pond, storm drain systems including pipes and catch basins and appurtenant facilities

No substantial changes in the improvements or services are proposed for fiscal year 2015/2016. The Engineer's Report for fiscal year 2015/2016 shall provide a more detailed description of the improvements and services provided by the District and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

- 5. The City Council of the City of Greenfield hereby determines that to provide the improvements generally described in Section 4 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments and charges against lots and parcels of land within the District for fiscal year 2015/2016, commencing July 1, 2015 and ending June 30, 2016, and said assessments and charges shall be outlined and described in the Engineer's Report and imposed pursuant to applicable provisions of the Act.
- 6. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Engineering Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield duly held on the **12th day of May, 2015** by the following vote:

Ayes:
Noes:
Abstain:
Absent:

John P. Huerta, Jr., Mayor

ATTEST

Ann F. Rathbun, City Clerk

RESOLUTION NO. 2015-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND
CHARGES WITHIN THE STREET AND DRAINAGE MAINTENANCE DISTRICT
No. 1 FOR FISCAL YEAR 2015/2016 AND APPOINTING A TIME AND PLACE FOR A
PUBLIC HEARING**

WHEREAS, the City Council of the City of Greenfield has by previous resolution initiated proceedings for the levy and collection of assessments and charges against lots and parcels of land within the Street and Drainage District No. 1 (hereinafter referred to collectively as the “District”) for fiscal year 2015/2016, and

WHEREAS, the City Council of the City of Greenfield has ordered and received an Engineer’s Report for the District for fiscal year 2015/2016 which has been filed with the City Clerk pursuant to the Benefit Assessment Act of 1982 (hereinafter referred to as the “Act”) and said report has been presented to the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES
HEREBY RESOLVE AS FOLLOWS:**

1. The above recitals are true and correct.
2. The City Council of the City of Greenfield hereby finds that the improvements and the levy and collection of assessments and charges related thereto are in the public interest and convenience and benefit of the property owners within the District. The City Council hereby declares its intention to order the District improvements and to levy and collect assessments against the lots and parcels of land within the assessment district designated as the Greenfield Street and Drainage District No. 1 pursuant to the provisions of the Act for fiscal year 2015/2016, commencing July 1, 2015 and ending June 30, 2016, to pay for the costs and expenses of the improvements described in Section 3 hereof.
3. The Greenfield Street and Drainage District No. 1 improvements and services include:
 - (a) Maintenance and operation of streets, roads and highways including but not limited to pavement rehabilitation, re-stripping, slurry sealing, street sweeping and other repairs needed to keep the streets in a safe condition and to preserve the street network;
 - (b) Maintenance and operation of drainage and flood control facilities, including but not limited to floodways, channels, percolation pond, storm drain systems including pipes and catch basins and appurtenant facilities

No substantial changes in the improvements or services are proposed for fiscal year 2015/2016. The Engineer’s Report for fiscal year 2015/2016 shall provide a more detailed description of the improvements and services provided by the District and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

4. The assessments and charges for fiscal year 2015/2016 are apportioned according to the method identified in the Engineer’s Report.
5. Public property owned by any public agency and in use in the performance of a public function, which is included within the boundaries of the Districts, shall not be subject to the assessment or charges to be made under these proceedings.

6. Reference is hereby made to the Engineer's Report entitled "City of Greenfield, Street and Drainage District No. 1, fiscal year 2015/2016, Engineer's Report". Said Report has been prepared and submitted under a single cover and is on file with the Public Works Department, and provides a description of the improvements, the boundaries of the District and any Zones therein and the proposed assessments and charges upon lots and parcels of land within the District.
7. **Notice is hereby given that on the 9th day of June, 2015 at 6:00pm, a public hearing will be held in the Council Chambers of the City Hall, 599 El Camino Real, Greenfield, California 93927, regarding the Street and Drainage Maintenance District No. 1. The public hearing will afford interested persons the opportunity to hear and be heard.**

Any interested person may file a written protest with the City Clerk prior to the conclusion of the public hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and written protests made or filed by any interested person.

Following such public hearing the City Council shall consider and may take actions regarding the assessments and charges for fiscal year 2015/2016.

8. The City Clerk is hereby authorized and directed to give notice of such public hearing as provided by law.
9. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Engineering Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield duly held on the **12th day of May, 2015** by the following vote:

Ayes:
Noes:
Abstain:
Absent:

John P. Huerta, Jr., Mayor

ATTEST

Ann F. Rathbun, City Clerk



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

MEMORANDUM: May 5, 2015

AGENDA DATE: May 12, 2015

TO: Mayor and City Council

FROM: Susan A. Stanton, ICMA-CM
City Manager

TITLE: STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 2

BACKGROUND:

The purpose of the Street and Drainage District No. 2 is to fund the activities necessary to maintain and service the local streets and the drainage and flood control systems constructed and installed in connection with development of properties within the residential subdivisions known as the Mariposa, Vineyard Green, Vista Verde and Cambria Park Subdivisions, pursuant to approve development plans and agreements.

The improvements may consist of all or a portion of the public streets, drainage and flood control facilities associated with the Mariposa, Vineyard Green, Vista Verde and Cambria Park Subdivisions and the maintenance of these improvements may include but are not limited to all materials, equipment, labor, and incidental expenses deemed necessary to keep these improvements in satisfactory condition. The maintenance of the improvements and related activities shall be funded entirely or partially through the District assessments.

The District and Zone improvements and services are generally described as:

- Street maintenance that may include but is not limited to the repair and servicing of street surfaces, curbs, gutters, bridges, driveway approaches, sidewalks, barricades, delineation, signage or other facilities within the public street right-of ways installed in connection with the development of properties in the Mariposa, Vineyard Green, Vista Verde and Cambria Park Subdivisions and that have been dedicated to the City;
- Storm drain and flood control maintenance that may include but is not limited to inspection, repair and servicing of drainage basins, inlets, catch basins, manholes, outlets,

drywells, pumps, filters and storm drain pipes installed in connection with the development of properties of the Mariposa, Vineyard Green, Vista Verde and Cambria Park Subdivisions as well as any off-site improvements and facilities directly associated with the aforementioned infrastructure that is

- deemed necessary to service or protect the properties including waste water treatment;
- All appurtenant, equipment, materials and service contracts related to the aforementioned improvements and facilities;

Specifically excluded are those improvements or facilities: located on private property or common areas; that may be provided or maintained by an agency other than the City; that may be provided by another assessment or tax levied by the City; or that may be provided and maintained by a Homeowner's Association or similar entity.

BUDGET AND FINANCIAL IMPACT:

As generally defined by the Benefit Assessment Act of 1982 and applicable to this District, the City may impose a benefit assessment to finance the maintenance and operation costs of the following services:

- Drainage and Flood Control
- Streets and Roads;

To assess benefits equitably it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within the District and Zone. The method of apportionment established for most districts formed under the 1982 Benefit Act utilizes a weighted method of apportionment known as an Equivalent Benefit Unit (EBU) methodology that uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU) and all other land uses are converted to a weighted EBU based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

In addition to imposing a benefit assessment for the annual maintenance and operation of the District improvements, the City may also authorize an assessment or utilize existing assessment revenues to finance the installation, construction or replacement of drainage and flood control facilities as well as the street and road improvements (with some limitations). While such activities are permitted under the 1982 Act, the budget and assessments for this District only provide for normal maintenance and operation of the improvements. Since most major rehabilitation/construction projects result from unforeseen damages, the extent and cost of such projects are not easily predicted and to accumulate funds as part of the normal annual assessments would not be reasonable.

Total cost to provide field street and drainage service to this District for FY 2015-16 is \$34,300. The budget also allocates additional funds for \$7,900 special projects and \$21,500 for street resealing as shown on the following chart:

MAINTENANCE & OPERATIONS	Zone 1 Mariposa	Zone 2 Vinyard Green	Zone 3 Vista Verde	Zone 4 Cambria	Total
Beginning Reserve Fund Balance	\$44,546.21	\$83,659.20	\$23,597.75	\$46,096.84	\$197,900.00
Employee Services					
Salaries & Wages	\$1,665.70	\$3,128.24	\$882.38	\$1,723.68	\$7,400.00
Taxes & Benefits	810.34	1,521.85	429.27	838.55	3,600.00
Subtotal	\$2,476.04	\$4,650.08	\$1,311.65	\$2,562.23	\$11,000.00
Operating Services & Supplies					
Office Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	0.00	0.00	0.00	0.00	0.00
Contract Services	675.28	1,268.20	357.72	698.79	3,000.00
Utilities & Communications	0.00	0.00	0.00	0.00	0.00
Operating Supplies	112.55	211.37	59.62	116.46	500.00
Vehicle and Equipment Operating Expense	0.00	0.00	0.00	0.00	0.00
Professional Development	0.00	0.00	0.00	0.00	0.00
Other Ongoing Operating Costs	180.08	338.19	95.39	186.34	800.00
Subtotal	\$967.91	\$1,817.76	\$512.74	\$1,001.60	\$4,300.00
Special Purchases Projects & Studies	\$1,778.25	\$3,339.60	\$942.00	\$1,840.15	7,900.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Transfer to General Fund	4,276.80	8,031.96	2,265.57	4,425.67	19,000.00
Transfer to Local Transportation Fund	4,839.53	9,088.80	2,563.68	5,007.99	21,500.00
Subtotal	\$10,894.58	\$20,460.36	\$5,771.25	\$11,273.81	\$48,400.00
Total Activity	\$14,338.52	\$26,928.20	\$7,595.64	\$14,837.64	\$63,700.00
District Statistics					
Fiscal Year 2015/16 Levy Total	\$18,500.00	\$34,500.00	\$9,800.00	\$19,500.00	\$82,300.00
Total EBU	40	88	16	39	183
Levy per EBU (2015/16)	462.50	392.05	612.50	500.00	
MaxTax per EBU (2015/16)	485.57	414.51	643.06	515.36	
Total Max Tax (2015/16)	\$19,422.93	\$36,476.88	\$10,289.03	\$20,099.03	\$86,287.87
Fiscal Year 2014/15					
Total EBU	40	88	16	39	183
Levy per EBU (2014/15)	451.46	385.41	597.94	489.72	
MaxTax per EBU (2014/15)	473.73	404.40	627.38	502.79	
Total Max Tax (2014/15)	\$18,949.20	\$35,587.20	\$10,038.08	\$19,608.81	\$84,183.29
Levy per EBU % Change from Prior Year	2.50%	2.50%	2.50%	2.50%	
2015/16 Max Tax Rate Percentage	22.51%	42.27%	11.92%	23.29%	100.00%
Anticipated Reserve Balance	\$48,707.69	\$91,231.00	\$25,802.11	\$50,759.20	\$216,500.00

REVIEWED AND RECOMMENDED:

The proposed budget will provide the same level of service provided in FY 2015-16 and the City Engineer and City Manager recommend approval.

POTENTIAL MOTION:

I MOVE TO APPROVE/DENY THE RESOLUTIONS AS FOLLOWS:

RESOLUTION #2015-18, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD INITIATING PROCEEDINGS FOR THE LEVY AND

**COLLECTION OF ASSESSMENTS WITHIN THE STREET AND DRAINAGE
MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR FISCAL YEAR 2015/2016 AND
ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO
THE PROVISION OF CHAPTER 6.4, DIVISION 2 OF THE GOVERNMENT CODE**

**RESOLUTION #2015-19, A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GREENFIELD DECLARING ITS INTENTION TO LEVY AND COLLECT
ASSESSMENTS AND CHARGES WITHIN THE STREET AND DRAINAGE
MAINTENANCE DISTRICT NO. 2 FOR FISCAL YEAR 2015/2016 AND APPOINTING
A TIME AND PLACE FOR A PUBLIC HEARING**

RESOLUTION NO. 2015-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE STREET AND DRAINAGE MAINTENANCE
DISTRICT NO. 2 FOR FISCAL YEAR 2015/2016 AND ORDERING THE
PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS
OF CHAPTER 6.4, DIVISION 2 OF THE GOVERNMENT CODE**

WHEREAS, the City Council through previous resolutions has established and levied annual assessments and charges for the Greenfield Street and Drainage Maintenance District No. 2 (hereinafter referred to as the "District"). The Greenfield Street and Drainage Maintenance District No. 2 was formed and is levied pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4, Division 2* of the Government Code (hereinafter referred to as the "Act"). The Act provides for the collection of assessments and charges by the County of Monterey on behalf of the City of Greenfield to pay for the maintenance and services of improvements and facilities related thereto, and

WHEREAS, the City Council of the City of Greenfield has determined that it is necessary and desirable to continue the current levels of public streets and public drainage system maintenance and services, and

WHEREAS, the City Council desires to initiate proceedings for the levy and collection of annual assessments and charges against lots and parcels of land within the various Zones of the District in Fiscal Year 2015/2016 for the improvements and services that will provide benefit to the properties within the Districts pursuant to the applicable provisions of the Act, and

WHEREAS, the City has appointed MNS Engineering (hereinafter referred to as the "Engineer"), for the purpose of assisting with the annual levy of the Districts, including the preparation and filing of the Engineer's Report with the City Clerk.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. The City Council hereby orders the Engineer to prepare and file with the City Clerk an Engineer's Report concerning the improvements, services and the proposed levy of assessments and charges for the fiscal year commencing July 1, 2015 and ending June 30, 2016 for the Districts, in accordance with *Article 4 Section 54716* of the Act. Said Engineer's Report shall contain a description of the improvements and services, an estimate of the costs financed by the levy, the properties benefiting from the improvements, the method of apportioning the assessments and calculating the charges, and any substantial changes to the existing improvements.
3. An Assessment Diagram showing the district boundaries is on file with the Public Works Department.
4. The Greenfield Street and Drainage District No. 2 improvements and services include:
 - (a) Street maintenance that may include but is not limited to the repair and servicing of street surfaces, curbs, gutters, bridges, driveway approaches, sidewalks, barricades, delineation, signage

or other facilities within the public street right-of-ways installed in connection with the development of properties in the Mariposa, Vineyard Green, Vista Verde and Cambria Park Subdivisions and that have been dedicated to the City;

- (b) Storm drain and flood control maintenance that may include but is not limited to inspection, repair and servicing of drainage basins, inlets, catch basins, manholes, outlets, drywells, pumps, filters and storm drain pipes installed in connection with the development of properties of the Mariposa, Vineyard Green, Vista Verde and Cambria Park Subdivisions as well as any off-site improvements and facilities directly associated with the aforementioned infrastructure that is deemed necessary to service or protect the properties including waste water treatment;
- (c) All appurtenant, equipment, materials and service contracts related to the aforementioned improvements and facilities;
- (d) Specifically excluded are those improvements or facilities: located on private property or common areas; that may be provided or maintained by an agency other than the City; that may be provided by another assessment or tax levied by the City; or that may be provided and maintained by a Homeowner's Association or similar entity.

No substantial changes in the improvements or services are proposed for fiscal year 2015/2016. The Engineer's Report for fiscal year 2015/2016 shall provide a more detailed description of the improvements and services provided by the District and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

- 5. The City Council of the City of Greenfield hereby determines that to provide the improvements generally described in Section 4 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments and charges against lots and parcels of land within the District for fiscal year 2015/2016, commencing July 1, 2015 and ending June 30, 2016, and said assessments and charges shall be outlined and described in the Engineer's Report and imposed pursuant to applicable provisions of the Act.
- 6. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Engineering Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield duly held on the **12th day of May, 2015** by the following vote:

Ayes:
Noes:
Abstain:
Absent:

John P. Huerta, Jr., Mayor

ATTEST

Ann F. Rathbun, City Clerk

RESOLUTION NO. 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE STREET AND DRAINAGE MAINTENANCE DISTRICT No. 2 FOR FISCAL YEAR 2015/2016 AND APPOINTING A TIME AND PLACE FOR A PUBLIC HEARING

WHEREAS, the City Council of the City of Greenfield has by previous resolution initiated proceedings for the levy and collection of assessments and charges against lots and parcels of land within the Street and Drainage District No. 2 (hereinafter referred to collectively as the “District”) for fiscal year 2015/2016, and

WHEREAS, the City Council of the City of Greenfield has ordered and received an Engineer’s Report for the District for fiscal year 2015/2016 which has been filed with the City Clerk pursuant to the Benefit Assessment Act of 1982 (hereinafter referred to as the “Act”) and said report has been presented to the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENFIELD DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. The City Council of the City of Greenfield hereby finds that the improvements and the levy and collection of assessments and charges related thereto are in the public interest and convenience and benefit of the property owners within the District. The City Council hereby declares its intention to order the District improvements and to levy and collect assessments against the lots and parcels of land within the assessment district designated as the Greenfield Street and Drainage District No. 2 pursuant to the provisions of the Act for fiscal year 2015/2016, commencing July 1, 2015 and ending June 30, 2016, to pay for the costs and expenses of the improvements described in Section 3 hereof.
3. The Greenfield Street and Drainage District No. 2 improvements and services include:
 - (a) Street maintenance that may include but is not limited to the repair and servicing of street surfaces, curbs, gutters, bridges, driveway approaches, sidewalks, barricades, delineation, signage or other facilities within the public street right-of-ways installed in connection with the development of properties in the Mariposa, Vineyard Green, Vista Verde and Cambria Park Subdivisions and that have been dedicated to the City;
 - (b) Storm drain and flood control maintenance that may include but is not limited to inspection, repair and servicing of drainage basins, inlets, catch basins, manholes, outlets, drywells, pumps, filters and storm drain pipes installed in connection with the development of properties of the Mariposa, Vineyard Green, Vista Verde and Cambria Park Subdivisions as well as any off-site improvements and facilities directly associated with the aforementioned infrastructure that is deemed necessary to service or protect the properties including waste water treatment;
 - (c) All appurtenant, equipment, materials and service contracts related to the aforementioned improvements and facilities;
 - (d) Specifically excluded are those improvements or facilities: located on private property or common areas; that may be provided or maintained by an agency other than the City; that may be provided by another assessment or tax levied by the City; or that may be provided and maintained by a Homeowner’s Association or similar entity.

No substantial changes in the improvements or services are proposed for fiscal year 2015/2016. The Engineer’s Report for fiscal year 2015/2016 shall provide a more detailed description of the improvements and services provided by the District and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

4. The assessments and charges for fiscal year 2015/2016 are apportioned according to the method identified in the Engineer’s Report.

5. Public property owned by any public agency and in use in the performance of a public function, which is included within the boundaries of the Districts, shall not be subject to the assessment or charges to be made under these proceedings.
6. Reference is hereby made to the Engineer's Report entitled "City of Greenfield, Street and Drainage District No. 2, fiscal year 2015/2016, Engineer's Report". Said Report has been prepared and submitted under a single cover and is on file with the Public Works Department, and provides a description of the improvements, the boundaries of the District and any Zones therein and the proposed assessments and charges upon lots and parcels of land within the District.
7. **Notice is hereby given that on the 9th day of June, 2015 at 6:00pm, a public hearing will be held in the Council Chambers of the City Hall, 599 El Camino Real, Greenfield, California 93927, regarding the Street and Drainage Maintenance District No. 2. The public hearing will afford interested persons the opportunity to hear and be heard.**

Any interested person may file a written protest with the City Clerk prior to the conclusion of the public hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and written protests made or filed by any interested person.

Following such public hearing the City Council shall consider and may take actions regarding the assessments and charges for fiscal year 2015/2016.

8. The City Clerk is hereby authorized and directed to give notice of such public hearing as provided by law.
9. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Engineering Departments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Greenfield duly held on the 12th day of May, 2015 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

John P. Huerta, Jr., Mayor

ATTEST

Ann F. Rathbun, City Clerk



City of Greenfield

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

April 29, 2015

The Honorable Anthony Cannella
State Capitol
Room 5082
Sacramento, CA 95814

Via Fax: Fax: 916-651-4912

Re: SB 493 (Cannella) — SUPPORT

Dear Senator Cannella:

On behalf of City of Greenfield, I write in support your SB 493. SB 493 would authorize a city that elects its city council at-large to enact an ordinance switching its election method to by-district without submitting it to the voters for approval.

If you have any questions regarding this position, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "John Huerta, Jr." The signature is stylized and cursive.

John Huerta, Jr.
Mayor
City of Greenfield



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: May 7, 2015

AGENDA DATE: May 12, 2015

PREPARED BY: Mic Steinmann, Community Services Director

TITLE: **APPROVAL OF UTILITIES AND ACCESS EASEMENT AGREEMENT WITH CLARK COLONY WATER COMPANY AND GREENFIELD SENIOR ASSOCIATES**

BACKGROUND AND ANALYSIS

On October 14, 2014, the City of Greenfield City Council adopted Resolution 2014-70 approving a parcel map, reserving dedications in fee, and approving easements for streets, stormwater management, utilities, and access for the Magnolia Place Senior Apartments project at the intersection of 12th Street and Elm Avenue, APN Nos. 109-212-010, -011, and -012. At that time, Clark Colony Water Company held a general utility and access easement across the entire parcel and the parcel map approved by the City Council properly referenced that easement.

When the City Council adopted Resolution 2014-70, Clark Colony Water Company, Greenfield Senior Associates (the owner of the parcel upon which the Magnolia Place Senior Apartments project is located), and the City were desirous of modifying the location of the general utilities and access easement, granting Clark Colony Water Company a defined utility and access easement across a portion of the parcel to which the City retained ownership, and in return having Clark Colony Water Company release to the City of Greenfield and Greenfield Senior Associates its interest in the general utility and access easement. Since that time, the City of Greenfield, Clark Colony Water Company, and Greenfield Senior Associates have engaged in further discussions that have culminated in preparation of the attached Utilities and Access Easement Agreement.

This agreement will modify the location of the existing general utilities easement in favor of Clark Colony Water Company, have the City of Greenfield grant to Clark Colony Water Company a defined utility and access easement as described in Exhibit B of the attached Utilities and Access Easement Agreement, and have Clark Colony Water Company release to the City of Greenfield and Greenfield Senior Associates its interest in the existing general utility easement. Clark Colony Water Company and Greenfield Senior Associates have approved and executed

this agreement. This agreement will not, however, become effective until it is also approved and executed by the City of Greenfield.

FINANCIAL AND BUDGET IMPACT

Approval of the attached Utilities and Access Easement Agreement will not have any impact on the City's general fund. City Attorney costs incurred in drafting and reviewing this agreement will be paid by Greenfield Senior Associates and/or Pacific West Communities. There are no other costs associated with developing, approving, or implementing this agreement.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the granting of a defined utility and access easement to Clark Colony Water Company as described in Exhibit B of the attached Utilities and Access Easement Agreement.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION 2015-20 APPROVING THE UTILITIES AND ACCESS EASEMENT AGREEMENT WITH CLARK COLONY WATER COMPANY AND GREENFIELD SENIOR ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CITY OF GREENFIELD.

**CITY OF GREENFIELD CITY COUNCIL
RESOLUTION No. 2015-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
APPROVING A UTILITIES AND ACCESS EASEMENT AGREEMENT WITH CLARK
COLONY WATER COMPANY AND GREENFIELD SENIOR ASSOCIATES**

WHEREAS, the City of Greenfield is the owner of certain property located at the northeast corner of Elm Avenue and 12th Street, APN Nos. 109-212-011 and 109-212-012, situated in the City of Greenfield, California; and

WHEREAS, Greenfield Senior Associates is the owner of certain property located at the northeast corner of Elm Avenue and 12th Street, APN No. 109-212-010, situated in the City of Greenfield, California; and

WHEREAS, Clark Colony Water Company is the holder of a 1905 Utility Easement conveyed as described in a grant deed recorded May 31, 1905; and

WHEREAS, Clark Colony Water Company, Greenfield Senior Associates, and the City of Greenfield are desirous of redefining the general utility easement conveyed in the 1905 grant deed and granting to Clark Colony Water Company a defined utility and access easement as described in Exhibit B of the attached Utilities and Access Easement Agreement; and

WHEREAS, Clark Colony Water Company, Greenfield Senior Associates, and the City of Greenfield have negotiated in good faith and have developed the attached Utilities and Access Easement Agreement memorializing those negotiations; and

WHEREAS, under the terms of the attached Utilities and Access Easement Agreement, the City of Greenfield agrees to grant in favor of Clark Colony Water Company a utilities and access easement across certain property owned by the City of Greenfield as particularly described in Exhibit B of said agreement; and

WHEREAS, under the terms of said Utilities and Access Easement Agreement, Clark Colony Water Company quitclaims and releases to the City of Greenfield and Greenfield Senior Associates its interest to the 1905 utility easement conveyed in the 1905 deed to the extent such portion of the 1905 utility easement is outside the boundaries of the utilities and access easement described in Exhibit B of said agreement; and

WHEREAS, Clark Colony Water Company and Greenfield Senior Associates have approved and executed the Utilities and Access Easement Agreement; and

WHEREAS, for this Utilities and Access Easement Agreement to become effective and binding on the parties thereto, it is necessary for the City Council of the City of Greenfield approve this agreement and authorize the City Manager to execute this agreement on behalf of the City of Greenfield; and

WHEREAS, the action now before the City Council of the City of Greenfield was heard, reviewed, and discussed by the City Council at a regularly scheduled public meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Greenfield has considered all written and verbal evidence regarding this matter at the public meeting and does hereby:

1. Approve the Utilities and Access Easement Agreement as previously approved and executed by Clark Colony Water Company and Greenfield Senior Associates;
2. Authorize the City Manager to execute this agreement on behalf of the City of Greenfield; and
3. Authorize the City Manager to execute such other documents and take any such action as may be necessary to have this agreement recorded with the Monterey County Recorder's Office and to effectuate its terms and conditions.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the 12th day of May 2015, by the following vote:

AYES, and all in favor, therefore, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Ann F. Rathbun, City Clerk

When recorded, return to:

City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

(Space above this line for Recorder's Use Only)

Exempt from recording fee per
Government Code § 27383

UTILITIES AND ACCESS EASEMENT AGREEMENT

This Utilities and Access Easement Agreement ("Agreement") is made effective as of the last date appearing beside the signatures below, by and between Clark Colony Water Company, a California corporation ("Clark Colony"), City of Greenfield, a municipal corporation duly organized and existing under the laws of the State of California ("City"), and Greenfield Senior Associates, a California limited partnership ("Developer"), (collectively, "Parties").

RECITAL

- A. WHEREAS, the City of Greenfield ("City") is the owner of certain real properties located in the City of Greenfield, County of Monterey, State of California, which are commonly known as Assessor's Parcel Numbers 109-212-011 and 109-212-012, and are denoted on the Parcel Map as "Parcel B" and "Parcel C" (hereinafter, "Parcel B" and "Parcel C"), attached hereto and incorporated herein as Exhibit "A"; and
- B. WHEREAS, Greenfield Senior Associates ("Developer") is the owner of that certain real property (hereinafter "Parcel A") located in the City of Greenfield, County of Monterey, State of California, which is commonly known as Assessor's Parcel Number 109-212-010, and is denoted on the Parcel Map as "Parcel A," attached hereto as Exhibit "A"; and
- C. WHEREAS, by that certain grant deed recorded on May 31, 1905 ("1905 Deed") in Book 87 at Page 121 of Deeds in the Office of the Monterey County Recorder, all water rights associated with Parcel A, Parcel B, and Parcel C (collectively hereinafter "Properties") were conveyed to Clark Colony, and the Properties are subject to a blanket utilities and access easement held by Clark Colony ("1905 Utility Easement"); and
- D. WHEREAS, the City and Developer desire, and Clark Colony is willing, to modify the 1905 Utility Easement in the 1905 Deed to more particularly locate

the easement to allow for development of the Properties by adding the additional terms as set forth herein; and

- E. WHEREAS, the Parties have worked together in good faith to identify a location and width of the utilities and access easement that will benefit Clark Colony (“Utilities and Access Easement” or “Easement”); and
- F. WHEREAS, the Parties acknowledge that water rights and other entitlements of Clark Colony shall not be affected or altered in any way by entering into this Agreement; and
- G. WHEREAS, the Parties are willing to work together to ensure that Clark Colony’s rights to an easement for utility and access purposes remain intact and usable for their purposes while allowing for development to occur on the Properties.

NOW, THEREFORE, in consideration of the promises and mutual benefits of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS & CONDITIONS

1. Recitals. The recitals set forth above are true and accurate and are incorporated herein by this reference.

2. Grant of Easement. The City does hereby grant and convey with general warranty of title to and for the benefit of Clark Colony, and to its successors and assigns, in perpetuity, the Utility and Access Easement, as more particularly described as “Utilities and Access Easement” in Exhibit “B” attached hereto and incorporated herein, to run with and be binding upon part of the land of Parcel B.

2.1 The purpose of the Utilities and Access Easement is to construct, install, operate, maintain, repair, replace, relocate and extend underground water pipelines, consisting of pipes, equipment and appurtenances to such pipes and equipment, over, under and across Parcel B as appropriate or necessary to deliver water to other properties from Clark Colony’s water system (collectively, “System”).

2.2 Additional components of the System may be installed from time to time by Clark Colony within the Easement area in its sole discretion (collectively, these additional components shall be included in the definition of the “System”).

2.3 Clark Colony shall have the right of ingress to and egress from Parcel B as may be reasonably necessary to exercise the Utilities and Access Easement as further described in Section 5 of this Agreement.

2.4 Clark Colony’s service area is depicted in the Map of the Clark Colony, which is attached hereto and incorporated herein as Exhibit “C.” The Easement shall be in gross

to Clark Colony. Parcel B shall be the Servient Tenement. Parcel B shall not be assigned to any other entity except to successor water companies or purveyors. This Agreement creates no power to sever and remove a portion of the overlying, servient property.

3. Ownership of System. The System constructed within the Utilities and Access Easement, along with all previously conveyed water rights, shall be the property of Clark Colony, its successors and assigns, which shall have the right to inspect, rebuild, remove, repair, and improve and make such changes, alterations and connections to or extension of its System within the Easement as are consistent with the purposes expressed herein. Installation, removal, repair, improvement and alteration of the System shall be made at the sole cost and expense of Clark Colony.

4. Easement Obstructions Prohibited. The City and its successors or assigns, agree that buildings or other improvements, other than landscaping, shall not be located within the Utilities and Access Easement. If it is necessary to remove any improvements for Clark Colony to access the Easement, the costs to remove or restore such improvements shall be at the City's or its successors' or assign's expense. Clark Colony shall have the right to trim, cut and remove trees and shrubbery and take other similar action in, on, under or over the Easement that interfere with the efficient and safe installation (including construction), maintenance and operation of the System. Clark Colony shall have no responsibility to the City and its successors or assigns to replace or reimburse the cost of trees, brush, shrubbery, or other obstructions located within the Easement if cut or removed or otherwise damaged. The City, or its successors or assigns, shall reimburse Clark Colony for any reasonable costs associated with any removal and disposal of obstructions within the Easement.

5. Access. Clark Colony shall have the right to enter upon Parcel B within the Easement for the purpose of installing, constructing, operating, maintaining, repairing, replacing, relocating and extending the System; and in addition, Clark Colony shall have the right of ingress and egress thereto, including right to park vehicles and place equipment, machinery, tools and construction materials thereon, as reasonably necessary to construct, install, operate, maintain, repair, replace, relocate and extend the System. If Clark Colony is unable to reasonably exercise the right of ingress and egress over the Easement, Clark Colony shall have the right of ingress and egress over Parcel B.

6. Excavation and Maintenance. Whenever it is necessary to excavate earth within the Utilities and Access Easement, Clark Colony agrees to backfill such excavation in a proper and workmanlike manner. The City shall maintain the Easement area so as to continuously provide a safe and clean appearance, and if any grass or other planting is placed on the Easement, the City shall trim and weed the same. Any damages to the Easement or the System caused by the City shall be repaired by the City at its sole cost and expense to the satisfaction of Clark Colony.

7. Limited Liability of Clark Colony for Use of Easement Area. Clark Colony shall not be responsible or liable for any loss, damage or injury caused to Parcel B, the City or anyone else using the Easement area unless same arises as a result of the gross negligence of Clark Colony.

8. Partial Release of 1905 Utility Easement. Clark Colony hereby quitclaims and releases unto the City and Developer, respectively and separately, its interest only to the 1905 Utility Easement conveyed in the 1905 Deed and only to the extent, and only to that extent, such portion of the 1905 Utility Easement is outside the boundaries of the Utilities and Access Easement. Water rights and any other rights or entitlements of Clark Colony are not affected or altered in any way through this Agreement.

9. Rent. No rent or other fee shall be charged for Clark Colony's occupation and use of the Easement.

10. Agreement Binding on Successors. This Agreement shall be binding upon the heirs, executors, administrators, legal representatives, successors, and permitted assigns of the respective Parties hereto.

11. Recordation. Once executed, this Agreement and its Exhibits shall be recorded by Clark Colony in the Official Records of the Recorder's Office of Monterey County, California.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous agreements or understandings between them relating thereto.

12.1 This Agreement is to solely establish the location of the utilities and access easement. Water rights and any other rights and entitlements of Clark Colony are not affected or altered in any way through this Agreement.

12.2 This Agreement may only be amended by a writing signed by all three Parties.

13. Controlling Law. This Agreement shall be construed under California law applicable to a contract entered into and to be performed wholly within California.

14. Attorney's Fees. If any legal action, arbitration or other proceeding is brought to interpret and/or enforce this Agreement, the party or parties prevailing shall be entitled to reasonable attorney's fees, court costs in that action or proceeding to which the prevailing party or parties may be entitled.

15. No Waiver. The respective rights and remedies provided by this Agreement or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure. The failure of any person to enforce any of the covenants, reservations, grants of easement, rights, or equitable servitude contained in this Agreement shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon a party, its agents, or its successors and assigns.

16. Manner or Execution. This Agreement may be executed in counterparts and when joined together, the counterparts shall constitute one agreement, which shall be binding on the Parties, even though the signatures may not be on one original or the same counterpart.

17. Signature Authority. Each individual signing this Agreement on behalf of an entity represents and warrants that the individual has the right, power, legal capacity, and authority to do so, and that no further approval or consent of any person, officer, board of directors or other person or entity is necessary.

IN WITNESS WHEREOF, Clark Colony, City of Greenfield, and Greenfield Senior Associates hereby execute this Agreement effective as of the last date set forth below.

CLARK COUNTY WATER COMPANY,
a California corporation

Date: _____, 2015

By: _____

Print Name & Title: _____

CITY OF GREENFIELD

Date: 5-5-2015, 2015

By:  _____

Print Name & Title: Susari Stanton
City Manager

GREENFIELD SENIOR ASSOCIATES

Date: 4/23/2015, 2015

By:  _____

Print Name & Title: CALEB RODPE
GENERAL PARTNER

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California }
 County of Monterey }
 On May 5, 2015 before me, Ann F. Rathbun "Notary Public",
Date Name and Title of the Officer
 personally appeared Susan Starlin
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
 Signature: Ann F. Rathbun
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Clark Colony Easement Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- | | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: _____ Signer Is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

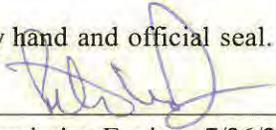
State of Idaho

County of Ada

On April 23, 2015 before me, Peter Van Dorne, Notary Public, personally appeared Caleb Roope, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature 
Commission Expires: 7/26/2017



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ^{JDA HO}
) ^{ADA}
COUNTY OF MONTEREY)

On APRIL 23, 2015, before me, PETER VAN DORNE, a Notary Public, personally appeared CALEB TROPE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{JDA HO} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Commission EXPIRES: 7/26/2017



Exhibit A
Parcel Map

Vol 23 Par. Pg. 42

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT IT IS THE OWNER OF OR HAS SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP, CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT IT IS THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT IT HAS CAUSED SAID MAP TO BE PREPARED FOR RECORD, AND DOES CONSENT TO THE MAKING AND FILING OF SAID MAP; THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY, COURSES, AND EXTENT.

THE UNDERSIGNED HEREBY RESERVE TO THE CITY OF GREENFIELD, FOR THE BENEFIT OF THE PUBLIC, THE STREETS DESIGNATED AS "TWELFTH STREET" AND "ELM AVENUE" FOR PUBLIC STREET PURPOSES.

THE UNDERSIGNED HEREBY RESERVE TO THE CITY OF GREENFIELD, "PARCEL C" FOR STORM WATER MANAGEMENT.

THE UNDERSIGNED HEREBY RESERVE FOR THE BENEFIT OF "PARCEL B", NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER THOSE CERTAIN AREAS DESIGNATED AS "ACCESS EASEMENT".

AND THE UNDERSIGNED HEREBY RESERVE FOR THE BENEFIT OF "PARCEL B", EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF FACILITIES FOR STORM WATER MANAGEMENT OVER, UNDER, OR ACROSS THOSE AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" (PSDE).

OWNER: CITY OF GREENFIELD, A MUNICIPAL CORPORATION

BY: John Perez Huerta
NAME: John Perez Huerta
ITS: Mayor

OWNER ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Monterey }
ON October 27, 2014, BEFORE ME, Uda Serrano

PERSONALLY APPEARED John Perez Huerta WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY'S SIGNATURE: [Signature]
NAME OF NOTARY (PLEASE PRINT): Uda Serrano
PRINCIPAL COUNTY OF BUSINESS: Monterey
MY COMMISSION NUMBER: 1912827
MY COMMISSION EXPIRES: November 11, 2014

SIGNATURE OMISSIONS

SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 86436(a)(3)(A)(i) OF THE GOVERNMENT CODE (SUBDIVISION MAP ACT).

CLARK COLONY WATER COMPANY--THE RIGHTS DESCRIBED IN THE GRANT DEED RECORDED MAY 31, 1905 IN BOOK 87 OF DEEDS, PAGE 121, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, CANNOT BE PLOTTED FROM RECORD INFORMATION AND IS NOT SHOWN ON THIS MAP.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF GREENFIELD, A MUNICIPAL CORPORATION. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE NOVEMBER 2016, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT THE GROSS AREA WITHIN THE DISTINCTIVE SYMBOL LINE CONTAINS 4.455 ACRES, MORE OR LESS.

Bryan D. Pierce
BRYAN D. PIERCE P.L.S. 8859
EXPIRATION DATE: 12/31/15

DATE 10/23/2014



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE PARCEL MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATION THEREOF.

Mark E. Reinhardt
MARK REINHARDT P.L.S. 6392
CITY SURVEYOR - CITY OF GREENFIELD

DATE Oct 25, 2014



COMMUNITY SERVICES DIRECTOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND HAVE DETERMINED THAT IT SUBSTANTIALLY CONFORMS TO THE PARCEL MAP APPROVED BY THE PLANNING COMMISSION OF THE CITY OF GREENFIELD ON Sept 2, 2014 AND TO THE CONDITIONS AS IMPOSED THEREON.

Michael A. Steinmann
MICHAEL A. STEINMANN,
COMMUNITY SERVICES DIRECTOR

DATE Oct 27, 2014

RECORDER'S CERTIFICATE

FILE THIS 4th DAY OF November, 2014, AT 2:01 PM IN BOOK 23 OF PARCEL MAPS, AT PAGE 42, AT THE REQUEST OF CHICAGO TITLE COMPANY.

FEES: 0

STEPHEN L. VAGNINI, RECORDER
MONTEREY COUNTY, CALIFORNIA

BY: Luzpe Moreno
DEPUTY
Doc# 2014055289

**PARCEL MAP
MAGNOLIA PLACE**

CITY OF GREENFIELD
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF LOT 47 AS SHOWN ON THE MAP ENTITLED, "MAP OF THE CLARK COLONY", FILED JULY 19, 1905 IN VOLUME 1 OF CITIES AND TOWNS, AT PAGE 64, RECORDS OF MONTEREY COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
OCTOBER 2014

JOB #142010

SHEET 1 OF 2 SHEETS

Exhibit A

Exhibit B
Utility Easement/Legal Description

**“EXHIBIT B”
LEGAL DESCRIPTION
FOR A UTILITY EASEMENT**

All that real property situated in the City of Greenfield, County of Monterey, State of California, being a portion of “Parcel B”, as shown on the Map entitled, “Parcel Map Magnolia Place”, filed November 4, 2014 in Volume 23 of Parcel Maps, at Page 42, Records of Monterey County, California, more particularly described as follows:

A 25-foot wide strip of land for utility purposes, together with a right of ingress and egress to and from a public street know as Twelfth Street, and with a right of way therealong, over and across certain premises, lying 12.50 feet on each side of the following described centerline:

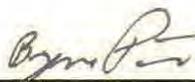
Commencing at the southwest corner of said “Parcel B”; thence along the southwest line of said “Parcel B”, S35°28'32"E, a distance of 338.30 feet to the **Point of Beginning**; thence leaving said southwest line, N54°31'28"E, a distance of 186.00 feet to the southwest corner of “Lot 9”, as shown on the Map entitled “Tract No. 1456, Sandoval”, filed February 14, 2006 in Volume 23 of Cities and Towns, at Page 20, Records of Monterey County, California, and the **Point of Ending**.

The side lines of said “Utility Easement” shall be extended or shortened to terminate at the boundary lines of said “Parcel B”.

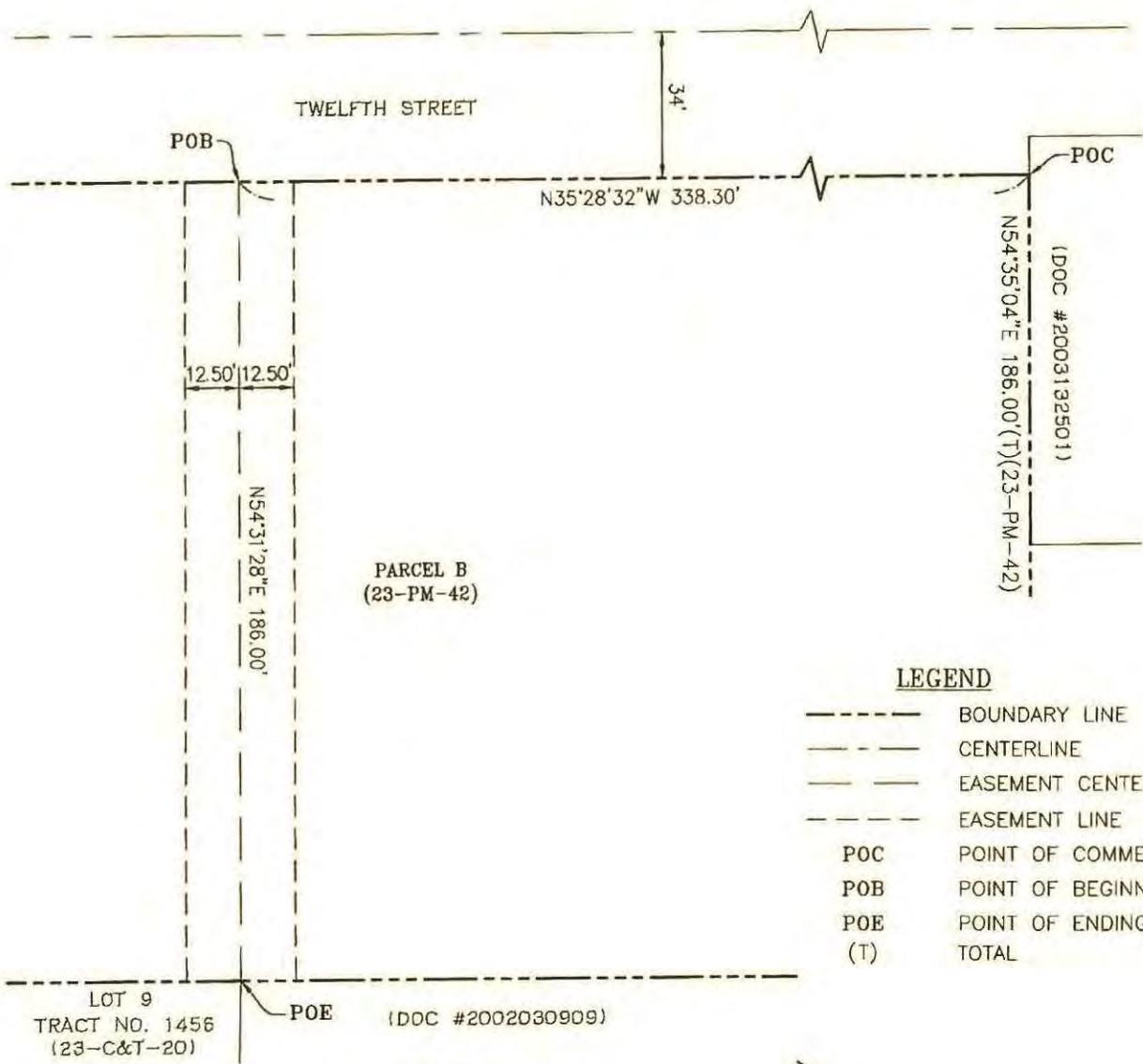
As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor’s Act.

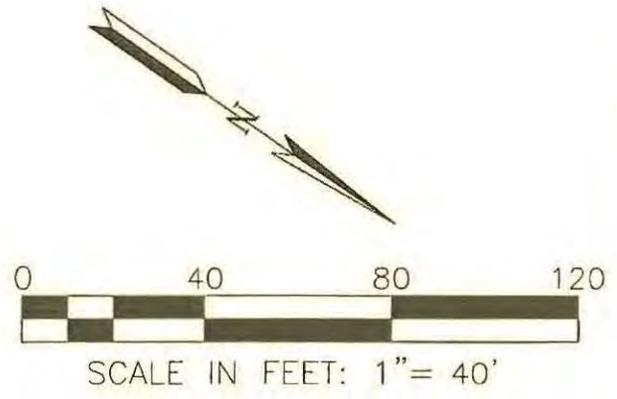
 05/01/2015
Bryan Pierce, PLS 8859 Date
Expires: 12/31/2015





LEGEND

- BOUNDARY LINE
- - - CENTERLINE
- EASEMENT CENTERLINE
- - - EASEMENT LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- POE POINT OF ENDING
- (T) TOTAL



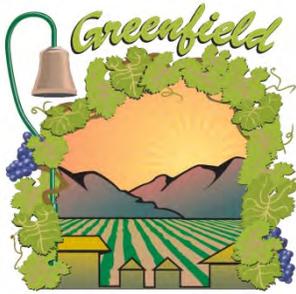
"EXHIBIT B"
 PLAT TO ACCOMPANY DESCRIPTION
 FOR A UTILITY EASEMENT
 BEING A PORTION OF PARCEL B AS SHOWN ON
 THE MAP ENTITLED, "PARCEL MAP MAGNOLIA
 PLACE", FILED NOVEMBER 4, 2014 IN VOLUME 23
 OF PARCEL MAPS, AT PAGE 42,
 RECORDS OF MONTEREY COUNTY, CALIFORNIA
 GREENFIELD, CA

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 8055 CAMINO ARROYO GILROY, CA 95020
 PHONE: (408) 848-0300 FAX: (408) 848-0302

SCALE: 1"=40'	DATE: 05/01/2015	JOB NO.: 142010
------------------	---------------------	--------------------

Exhibit C
Clark Colony Service Area





City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: May 7, 2015

AGENDA DATE: May 12, 2015

PREPARED BY: Mic Steinmann, Community Services Director

TITLE: **RESOLUTION APPROVING CONTRACT WITH EMC PLANNING GROUP FOR CITY OF GREENFIELD GENERAL PLAN 2015 HOUSING ELEMENT UPDATE**

BACKGROUND AND ANALYSIS

The California Government Code requires each local government within the state to prepare a comprehensive, long-term general plan. One of the required elements of that general plan is a housing element. The Government Code further requires that each local government review its housing element on a periodic basis and revise it as appropriate.

The State housing element law, enacted in 1969, mandates that local governments plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that, in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy in the State rests largely upon the effective implementation of local general plans and, in particular, local housing elements. Housing element law also requires the Department of Housing and Community Development (HCD) review local housing elements for compliance with State law and to report its written findings to the local government.

The City of Greenfield's general plan was adopted in 2005, including the required housing element. The housing element was updated in 2010-2012, adopted by the Greenfield City Council, and accepted by the California Department of Housing and Community Development. The next mandated review and update of the City's housing element is due December 31, 2015.

The State Government Code requires the housing element update evaluate each of the following:

- The appropriateness of the housing goals, objectives, and policies in contributing to the attainment of the state housing goal,

- The effectiveness of the housing element in attainment of the City’s housing goals and objectives, and
- The progress of the City in implementation of its housing element.

To update the City’s current housing element and to fulfill its obligations and responsibilities under the Government Code, the City is in need of assistance from a qualified and competent professional consultant with relevant and recent experience preparing successful housing element updates. Section 3.12.060 of the City of Greenfield Municipal Code requires that professional service contracts be awarded following an open market, competitive solicitation process. Selection of such an individual or consultant is to be on the basis of demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required. Statements of Qualifications are to be solicited from prospective contractors either by mail, telephone, fax, e-mail, or by public notice.

On March 16, 2015, a Request for Qualifications (RFQ) was issued to begin a competitive selection process for a qualified consultant to assist the City in preparing the 2015 housing element update. The RFQ was publically advertised and also emailed directly to eight consulting firms:

- Denise Duffy & Associates
- Laurin Associates
- Wildan Engineering
- PMC/Michael Baker
- EMC Planning Group
- Rincon Consultants
- Kimley-Horn and Associates
- Golden State Planning and Environmental Consulting

Statements of Qualifications were received from five of these firms. Each of the submittals were evaluated and ranked. The top two ranked firms were then requested to attend an interview with the City Manager and the Community Services Director. After the interview process, EMC Planning Group, Inc., was selected as the top ranked firm for this housing element update study.

EMC Planning Group is a full-service land use and environmental planning firm located in Monterey, California. EMC has extensive experience preparing general plans, general plan elements (including housing elements), area plans, and specific plans. EMC completed the City’s current housing element (having taken over from another firm that prepared its initial draft), prepared the required CEQA review, and has demonstrated experience and competence in preparing general plan housing elements for other cities in California and general plans. EMC also prepared the Walnut Avenue Specific Plan and all associated environmental documents. EMC understands the public planning process and agency needs, having worked for many cities, counties, school districts, and utility districts. EMC Planning Group personnel offer a diverse range of professional experience and technical expertise, with both public and private clients. The firm’s experienced team will provide the expert and personalized service that will provide the City of Greenfield with a well-prepared and State-approved housing element.

EMC Planning Group is a national award-winning firm, earning the American Planning Association 1997 Outstanding Planning Award for "Comprehensive Planning in a Small Jurisdiction" for work on the Fort Ord Base Reuse Plan and EIR. EMC has also received several American Planning Association Northern California Chapter awards, including an Award of Merit in the Outstanding Planning – Best Practices category for the 15-year assessment of the Fort Ord Base Reuse Plan in 2013, and an Award of Excellence in the Innovation in Green Community Planning category for the Camp Pico Blanco Scout Reservation Conservation Plan in 2014. EMC Planning Group is a certified small business enterprise and certified green business.

To assist the City in preparing the 2015 housing element update, the services to be provided by EMC Planning Group include the following:

1. Update the City's existing housing element in a timely fashion, in accordance with all Government Code and HCD guidelines and requirements, and assist the City in making required submittals to the State for review and approval.
2. Review and develop appropriate housing goals, objectives, and policies, and review the effectiveness of the City's current housing element in attaining those goals and objectives.
3. Review and document the progress of the City in implementation of its housing element.
4. Prepare required CEQA environmental review and conduct required public meetings and outreach.
5. Facilitate communications between the City and HCD representatives.
6. Prepare staff reports for presentation to the City Planning Commission and City Council, and revise housing element documents as requested by the Planning Commission or City Council.
7. Revise housing element as required to obtain HCD approval of the 2015 housing element update.

RECOMMENDATION

It is recommended the City Council adopt the attached resolution to award a professional services contract to EMC Planning Group for the City of Greenfield general plan 2015 housing element update, and to authorize the City Manager to sign on behalf of the City Council the professional services contract substantially in the form as attached. It is recommended this be a time and material contract with a not-to-exceed amount of \$48,463.00.

FINANCIAL AND BUDGET IMPACT

The cost of the recommended contractual services by EMC Planning Group to assist the City in preparing the required 2015 update to its general plan housing element will be charged to the City's general fund. The 2015-16 proposed City budget includes an appropriation to fund the cost of these services. This will be a time and material contract with a not-to-exceed amount of \$48,463.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION NO. 2015-21 APPROVING A PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF \$48,463.00 WITH EMC PLANNING GROUP TO PREPARE THE 2015 HOUSING ELEMENT UPDATE TO THE CITY'S GENERAL PLAN, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THIS CONTRACT ON BEHALF OF THE CITY.

**CITY OF GREENFIELD CITY COUNCIL
RESOLUTION NO. 2015-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
AWARDING A PROFESSIONAL SERVICES CONTRACT TO
EMC PLANNING GROUP TO PREPARE THE 2015 HOUSING ELEMENT UPDATE
TO THE CITY'S GENERAL PLAN**

WHEREAS, the California Government Code requires each local government within the state to prepare a comprehensive, long-term general plan, and one of the required elements of that general plan is a housing element; and

WHEREAS, the California Government Code further requires that each local government review its housing element on a periodic basis and revise it as appropriate; and

WHEREAS, the City of Greenfield's general plan was adopted in 2005, including the required housing element; and the housing element was updated in 2010-2012, adopted by the Greenfield City Council, and accepted by the California Department of Housing and Community Development; and

WHEREAS, the next mandated review and update of the City's housing element is due December 31, 2015; and

WHEREAS, the City desires to contract with a qualified professional services consulting firm to assist the City in the preparation of the 2015 housing element update; and

WHEREAS, to select such a professional services consulting firm, the City has undertaken an open market, competitive solicitation process as required by Section 3.12.060 of the City of Greenfield Municipal Code; and

WHEREAS, as a result of that open market, competitive solicitation process, the City Manager and the Community Services Director have identified EMC Planning Group as the top ranked firm based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the City Manager and the Community Services Director recommend the City Council award a professional services contract to EMC Planning Group to prepare the 2015 housing element update to the City's general plan;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Greenfield that:

1. A professional services contract for preparing the 2015 housing element update to the City's general plan be awarded to EMC Planning Group in the not-to-exceed amount of \$48,463.00; and

2. The City Manager is authorized to negotiate the final contract and to make such changes to the terms and conditions of the attached contract form as the City Manager deems appropriate; and

3. The City Manager is authorized to execute this agreement on behalf of the City of Greenfield.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the 12th day of May 2015, by the following vote:

AYES, and all in favor, therefore, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Attest:

Ann F. Rathbun, City Clerk

CITY OF GREENFIELD



CONTRACT FOR
EMC PLANNING GROUP, INC.
CITY OF GREENFIELD 2015 HOUSING ELEMENT UPDATE



Table of Contents

1.	SCOPE OF SERVICES	1
2.	CHANGES TO SCOPE OF SERVICES	1
3.	COMPENSATION.....	2
4.	TIME OF PERFORMANCE.....	2
5.	RESPONSIBILITY OF CONSULTANT.....	2
6.	RESPONSIBILITY OF CITY	3
7.	INSEPTION OF WORK, CORRECTION	3
8.	INDEPENDENT CONTRACTOR	3
9.	PROVISION OF LABOR, EQUIPEMTN AND SUPPLIES	4
10.	APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL.....	4
11.	TERMINATION.....	4
12.	ENFORCEMENT FOR NONCOMPLIANCE	5
13.	DISPUTES.....	6
14.	PROPERTY OF CITY	6
15.	CONFLICT OF INTEREST	6
16.	CONFIDENTIAL INFORMATION.....	7
17.	COOPERATION	7
18.	COMPLIANCE WITH LAW	7
19.	NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT	7
20.	PREVAILING WAGES.....	8
21.	ASSIGNMENTA DN SUBSTITUTION.....	8
22.	SUBCONTRACTING	8
23.	LIABILITY OF CONTRACTOR	9
24.	INDEMNIFICATION.....	9
25.	INSURANCE	10
26.	RECORDS.....	10
27.	PATENT, COPYRIGHT	10
28.	LOSS LEADER.....	10



29. EXHIBITS INCORPORATED.....	11
30. ENTIRE AGREEMENT	11
31. AMENDMENT.....	11
32. COUNTERPARTS	11
33. WAIVER	11
34. SEVERABILITY	11
35. NOTICES.....	11
36. NOTICE TO PROCEED, PROGRESS, COMPLETION	12
37. INDEPENDENT INVESTIGATION.....	12
38. CONSTRUCTION AND INTERPRETATION.....	12
39. MISTAKE OF FACT.....	12
40. GOVERNING LAW	13
41. AUTHORITY TO EXECUTE	13
CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700.....	14
EXHIBIT A – SCOPE OF WORK.....	A-1
EXHIBIT B – COMPENSATION AND METHOD OF PAYMENT.....	B-1
EXHIBIT C – LISTING OF SUBCONTRACTORS AND KEY PERSONNEL.....	C-1
EXHIBIT D – ITEMS PROVIDED BY CITY	D-1
EXHIBIT E – INSURANCE REQUIREMENTS.....	E-1



CONSULTANT SERVICES AGREEMENT
FOR THE
CITY OF GREENFIELD
2015 HOUSING ELEMENT UPDATE

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Greenfield, a Municipal Corporation ("City") and EMC Planning Group, Inc., ("Consultant"), for the City of Greenfield 2015 Housing Element Update ("Project"). City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services as set forth in Exhibit A, entitled "Scope of Services," attached hereto and incorporated herein by reference, as requested by the City. This Agreement and its exhibits shall be collectively known as the "Agreement." Terms set forth in any section, part, or exhibit of this Agreement shall be deemed to be incorporated in all sections, parts, or exhibits of this Agreement as if set forth in full therein.

2. CHANGES TO SCOPE OF SERVICES

A. CITY REQUEST. The City may at any time, and from time to time, upon a minimum of ten (10) days written notice, modify the scope of services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify the City in writing.

B. APPROVAL OF CHANGES. Upon agreement between the City and Consultant of such change in scope, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule or time of performance, an amendment to this Agreement shall be prepared describing such changes. Any increase in the amount of



Consultant's compensation and/or changes in Exhibit A and/or Exhibit B must be approved in advance by the City Manager, and if the increase in compensation exceeds \$25,000.00, the change shall also be approved by the City of Greenfield City Council.

3. COMPENSATION

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B, attached hereto and incorporated herein by reference.

B. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services or providing work pursuant to this Agreement unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Consultant. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's express written authorization signed by the City Manager, or the City Manager's designee, is given to Consultant for the performance of said services.

C. PAYMENT. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

D. DISALLOWED EXPENDITURE. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the City by the Consultant. Absent fraud or mistake on the part of the City, the determination by the City of the allowability of any expenditure shall be final.

E. ADDITIONAL PERSONNEL. With the approval of City, Consultant may use and bill for additional personnel not specifically named in this Agreement, except such use shall not exceed the amount of compensation named herein without the express written consent of City in accordance with the requirements of this Agreement.

4. TIME OF PERFORMANCE

The services of Consultant are to commence upon execution of this Agreement by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Section 11 below, this Agreement shall terminate no later than March 31, 2016, unless extended by the mutual agreement of both parties.



5. RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional, technical, and trade capabilities, experience, resources, staffing, and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that it and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions or trades and will maintain same during the term of this Agreement. In addition to the foregoing, Consultant and any subcontractor providing services under this Agreement shall obtain and maintain during the term of this Agreement a valid Business License issued by City.

6. RESPONSIBILITY OF CITY

The City hereby agrees to:

A. Assist Consultant by placing at its disposal all available information pertinent to the Project, including previous reports, studies, drawings, specifications, and other relevant data or documents.

B. Guarantee access to and make all provision for Consultant to enter upon public and private property as required for Consultant to perform its services required by this Agreement.

C. Examine all studies, reports, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

D. Designate in writing a person to act as City's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7. INSPECTION OF WORK, CORRECTION

The City shall have the right to inspect any work or services performed hereunder to verify that the work or services are being and/or have been performed in accordance with the applicable federal, state and local requirements and this Agreement. The Consultant shall correct all work or services found by such inspections not to conform to the applicable requirements. The City will withhold payment to the Consultant and any subcontractor, respectively, until it is so corrected.

8. INDEPENDENT CONTRACTOR

A. Consultant enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Any persons employed by



Consultant for the performance of services pursuant to this Agreement shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Agreement shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

B. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement, for supervising the services and work provided under this Agreement, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City may use any reasonable means to monitor performance and the Consultant shall comply with the City's request to monitor performance.

C. Consultant shall be free to render work and services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

A. CONTRACTOR PROPERTY. Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Agreement except as set forth in Exhibit D. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Agreement.

B. SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be provided at City's sole cost and expense.

10. APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL

The staff and subcontractors specified in Exhibit C, entitled "Listing of Subcontractors and Key Personnel," attached hereto and incorporated herein by reference, shall provide the services set forth herein, and shall be the subcontractors and persons primarily in charge of and responsible for performing such work. Consultant shall notify City of any changes in Consultant's staff or subcontractors to be assigned to perform the services required under this Agreement and shall obtain the approval of the City prior to any such changes.

11. TERMINATION AND SUSPENSION

A. TERMINATION FOR CONVENIENCE. The City, upon thirty (30) days written notice, may, in its sole discretion, terminate this Agreement at any time for convenience, and without cause. In the event of such termination, Consultant shall be entitled to compensation for all



necessarily and reasonably incurred expenses and costs for services rendered and work performed for City under the terms of this Agreement to the date of termination.

B. TERMINATION FOR CAUSE. The City may terminate this Agreement and be relieved of any payments to Consultant hereunder should the Consultant negligently or willfully fail to perform the requirements of this Agreement at the time and in the manner herein provided. The City shall provide written notice of such termination for cause to the Consultant, and the Consultant shall stop all work and services provided under this Agreement on the date and under the terms specified in such written notice of termination. Such termination shall not, however, take effect until Consultant has been given a ten-day (10) opportunity to cure any such default in the performance of duties under this Agreement. In the event Consultant is unable or refuses to cure the breach or default within the specified period, the City may proceed with the work in any manner deemed proper by the City. All costs to the City in terminating this Agreement and proceeding with the work as the City deems proper shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

C. TERMINATION UPON MUTUAL CONSENT. The City and Consultant may terminate this Agreement upon mutual consent upon such termination terms and conditions as the parties agree, including the effective date and in the case of partial termination, the portion to be terminated.

D. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Agreement, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Agreement shall survive termination.

E. SUSPENSION. The City may order Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for such period of time, not to exceed ninety (90) calendar days, that City determines appropriate for the convenience of the City. If the performance of all or any part of the work is suspended, delayed, or interrupted by the City for a period of time exceeding ninety (90) calendar days, the costs of Consultant resulting from such suspension, delay, or interruption, shall be allowed, and if this results in an increase in the total compensation payable under this Agreement, this Agreement shall be modified in writing accordingly. However, no allowance of costs or adjustment to the compensation payable under this Agreement shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Consultant, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement.

F. EFFECTS DURING SUSPENSION AND AFTER TERMINATION. Costs of Consultant resulting from obligations incurred by the Consultant during a suspension or after termination of this Agreement are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other Consultant costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs



resulting from obligations which were properly incurred by the Consultant before the effective date of suspension or termination, are not in anticipation of suspension or termination, in the case of a termination are noncancellable, and the costs would be otherwise allowable if this Agreement was not suspended or terminated.

12. ENFORCEMENT FOR NONCOMPLIANCE

A. REMEDIES. If the Consultant materially fails to comply with any term or condition of this Agreement, the City may, at its sole discretion, take any of the following enforcement actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Consultant.
2. Disallow all or part of the cost of the work, service, activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further payments to Consultant.
5. Take any other remedies that may be legally available.

B. HEARINGS, APPEALS. In taking an enforcement action, the City will provide the Consultant an opportunity for a hearing, appeal or other administrative proceeding to which the Consultant is entitled under any statute or regulation applicable to the action involved.

13. DISPUTES

Should a dispute arise between the Consultant and City regarding any term, condition or provision of this Agreement, or any work or services provided by the Consultant hereunder, or whether the Consultant has or is performing its obligations as required hereunder, Consultant shall continue with its responsibilities under this Agreement during any such dispute, unless the City agrees, in writing, otherwise.

14. PROPERTY OF CITY

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY. Subject to the Patent and Copyright provisions of this Agreement, it is mutually agreed that all materials prepared by the Consultant under this Agreement are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any reuse of the materials prepared by the Consultant if used for purposes other than those expressly set forth in this Agreement. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Agreement and as may be required under the California Public Records Act excepting therefrom



as may be provided by court order. Consultant will be allowed to retain copies of all deliverables to the City.

B. CONSULTANT TO DELIVER CITY PROPERTY. Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to said date by the Consultant in performing this Agreement. Consultant will be allowed to retain copies of all deliverables to the City.

15. CONFLICT OF INTEREST

Consultant covenants that neither it, nor any of its officers, principals, employees, agents or subcontractors, has or shall acquire during the term of this Agreement, any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way conflict in any manner with the Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, principal, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. Consultant agrees to include language similar to this section in all contracts with subcontractors and agents for the work contemplated herein.

16. CONFIDENTIAL INFORMATION

All City information disclosed to Consultant and all materials prepared or assembled by Consultant pursuant to performance of this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties without the prior written approval of the City, except by court order.

17. COOPERATION

City and Consultant shall promptly notify the other party should Consultant or City or their officials, officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder. City and Consultant each retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City's and Consultant's right to review any such response does not imply or mean the right to control, direct, or rewrite said response.



18. COMPLIANCE WITH LAW

A. The Consultant and each of its subcontractors shall comply with all applicable local, state and federal laws, regulations and requirements that pertain to, among others, construction, health and safety, labor standards, fair employment practices, equal opportunity, immigration and naturalization, nondiscrimination, housing and building codes, and all other matters applicable to the City, its contractors or subcontractors, including but not limited to the state and federal provisions set forth herein and in Exhibit F and Exhibit G. Should the City be fined or have sanctions imposed upon it because of Consultant's or its subcontractor's failure to comply with such requirements, Consultant shall reimburse the City for the cost of all such fines or sanctions imposed, together with any and all costs, including without limitation attorney fees, incurred by the City in connection therewith.

B. If consultant becomes aware of a conflict between such laws, regulations or requirements, Consultant will notify City, in writing, of such conflict, and City and Consultant shall work together cooperatively to resolve the conflict. Under such circumstances, Consultant shall not be liable to City for any fines or sanctions resulting from Consultant's or its subcontractor's failure to comply with such requirements.

19. NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT

During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against or grant preferential treatment to any employee or applicant for employment because of race, religion, creed, color, national origin, ethnicity, citizenship, disability (mental or physical), age, marital or parental status, genetic information, sex, sexual orientation, gender, gender identification, or any other characteristic protected under applicable federal or state law. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, ethnicity, national origin, gender, sex, sexual orientation, gender identification, age, or disability. Consultant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply to the fullest extent required by law, with all applicable local, state, and federal laws relating to nondiscrimination and preferential treatment. Consultant shall include these nondiscrimination, preferential treatment, and compliance provisions in all subcontracts to perform work or provide services under this Agreement.

20. [Not Used]

21. ASSIGNMENT AND SUBSTITUTION

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Consultant shall not assign, transfer or substitute any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, and any attempt by Consultant to so assign, transfer or substitute this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. However, claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution,



but only with prior written consent of the City. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Agreement shall not be construed that any third party has an interest in this Agreement.

22. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant. Subcontracts, if any, shall contain a provision making them subject to all provisions contained in this Agreement.

23. LIABILITY OF CONSULTANT

Consultant shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

24. INDEMNIFICATION

A. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, court costs, interest, and all other costs and fees of litigation or defense) of every nature arising out of or in connection Consultant's sole negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design on a project other than the subject of this Agreement without the written consent of the Consultant.

B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, interest, and all other costs and fees of litigation or defense) of every nature (including but not limited to court proceedings, arbitration proceedings, regulatory proceedings, or administrative proceedings) arising out of or in connection Consultant's sole negligence, recklessness, or willful misconduct



of Consultant, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement.

C. GENERAL INDEMNIFICATION. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein for each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible to City according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify, defend, and hold harmless City as set forth herein is binding on the successor, assigns or heirs of Consultant and shall survive the termination of this Agreement.

D. INDEMNITY LIMITATION. Without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to defend, indemnify and hold harmless City of liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

25. INSURANCE

Consultant shall have and maintain the insurance policies set forth in Exhibit E, entitled "Insurance Requirements," attached hereto and incorporated herein by reference. All policies, endorsements, certificates and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. The insurance policies required herein shall be maintained by the Consultant, at its sole expense, for the time specified in Exhibit E. A lapse in any required insurance coverage during the term of this Agreement shall be a breach of this Agreement.

26. RECORDS

Consultant shall maintain all books, records, documents, drawings, specifications, accounting ledgers, payroll and labor costs, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Consultant by City, or as otherwise specified herein. Any duly authorized representative(s) of City shall have free access to such documents and records for the purpose of inspection, audit and copying at all reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection.

27. PATENT, COPYRIGHT

If this Agreement results in any work or materials, including but not limited to discovery by or invention, writing, data or document developed by the Consultant in the course of or under this Agreement, that is or may be copyrightable or patentable, the Consultant may retain the



entire right, title, and interest therein (patent or copyright as the case may be). With respect to any such patent or copyright interest, the City shall have a royalty-free, nonexclusive, irrevocable and paid-up license to reproduce, publish or otherwise use and to authorize others to use for governmental purposes any such work or materials.

28. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.

29. EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

30. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties relative to the matters contained herein. There are no understandings, agreements, conditions, representations, warranties or promises, whether oral or written, with respect to this Agreement, except those contained in or referred to in this Agreement. This Agreement supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

31. AMENDMENT

This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modification cannot be waived and any attempted waiver shall be void.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

33. WAIVER

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter. Waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.



34. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions invalid, illegal or unenforceable.

35. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if (1) personally delivered, (2) delivered via email, or (3) enclosed in a properly addressed envelope, postage prepaid, and deposited in a United States Post Office for delivery addressed to the parties as follows:

City: City of Greenfield
City Manager
P.O. Box 127
599 El Camino Real
Greenfield, CA 93927

Consultant: Michael Groves
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

36. NOTICE TO PROCEED, PROGRESS, COMPLETION

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

37. INDEPENDENT INVESTIGATION

The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.



38. CONSTRUCTION AND INTERPRETATION

Consultant and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

39. MISTAKE OF FACT

Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

40. GOVERNING LAW

The City and Consultant agree that the laws of the State of California shall govern this Agreement. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Monterey, federal diversity jurisdiction being expressly waived.

41. AUTHORITY TO EXECUTE

The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

CITY OF GREENFIELD

EMC PLANNING GROUP, INC.

By: _____
Susan A. Stanton, ICMA-CM
City Manager

By: 

Michael Groves
Senior Principal



Approved as to form:

By: _____
Bradley W. Sullivan
City Attorney

Attest:

By: _____
Ann Rathbun
City Clerk



**CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

CONSULTANT

EMC Planning Group, Inc.
Michael Groves
Senior Principal



EXHIBIT A Scope of Work

The Housing Element update will establish the City's vision for achieving a balance of housing types and affordability. The Housing Element update will also focus on creating an implementation plan that enables implementation of programs based on hierarchical categories. The scope of work for the Housing Element update is as follows:

Task 1: Project Initiation and Administration

1.1 Project Administration. Set up contract files and administer contracts. Set up project files and organize resources.

1.2. Communications. Telephone or email communication with City staff and California Department of Housing and Community Development as needed throughout the process.

1.3 Schedule. In consultation with City staff, develop a project schedule showing approximate dates for major tasks, staff reviews, and meetings. The schedule will include City approvals prior to December 31, 2015, unless a later date is acceptable to both the City and the California Department of Housing and Community Development. Note: a 120 calendar day grace period allows the City to adopt the housing element up until April 30, 2016.

Task 2: Meetings and Teleconferences

2.1 Project Kick-off Meeting. Discuss final product format and organization, focus of efforts, project issues, public outreach program, relevant General Plan visions and goals, City vision for housing element, balance of City housing needs, implementation program strategy, availability of reference materials and building permit data, communications protocols, site inventory, and determination regarding use of the streamlined approach.

2.2 Progress Teleconferences and Meetings. Check-in telephone calls to discuss current project issues, assumed to occur no less frequently than once per month. Meetings at key junctures, assumed to be two meetings in addition to the kick-off meeting.

Task 3: Housing Element Analyses and Updates

3.1 Housing Element Completeness Checklist. Complete Housing Element completeness checklist to track inclusion of all components required by State law.

3.2 Obtain Background Information. Obtain copies of official correspondence from State Department of Housing and Community Development and Association of Monterey Bay Area Governments. Work with City to obtain information on building permits, ongoing housing programs, disposition of redevelopment agency assets, etc., as applicable to completing the housing element. Obtain other information from Monterey County Housing Authority, and other agencies and organizations as applicable.



3.3 Demographic Data. Update background data included in the current Housing Element to an approximate 2010-2014 timeframe, depending on need and availability of data. Updates will include data and other information on City population, employment, and income trends; housing stock and household characteristics.

3.4 RHNA and Needs Assessment. Incorporate new RHNA numbers and recent housing development and building permit data into the Housing Element. Obtain data from the City's Building Division regarding new residential construction.

3.5 Sites Inventory. Review existing Housing Element sites inventory and preliminarily confirm status via online aerial mapping. Review aerial mapping to preliminarily identify additional potential housing sites. Conduct field reconnaissance of residential areas within the City's planning area to ground-truth the existing site inventory list and aerial photograph review. Document representative housing conditions and the development status of potential housing sites in the field as necessary. Prepare a table of potential housing sites characterizing each as vacant or underutilized, and present zoning, reasonable development density, and potential number of housing units for each site. Prepare a map showing the location and zoning of each potential housing site.

3.6 Availability of Land. Summarize land suitable for residential development, including sites that are vacant or have redevelopment potential, based on inventory data from the City, the general plan land use map, and field reconnaissance information. List vacant residential lots, size, zoning, general plan, development potential, the availability of public facilities and services, and present information in a table; prepare a map of the potentially available parcels. Strive to achieve an inventory that addresses all affordability levels.

3.7 Housing Needs. Quantify existing and projected housing needs for all income levels based on the City's RHNA in accordance with Section 65584 of the Government Code; based on data from the Census Bureau and interviews with social service agencies, analyze special housing needs for the disabled, elderly, large families, farm workers, families with female heads of household, and families and persons in need of emergency shelter, including homeless persons.

3.8 Conservation of Existing Affordable Housing. Analyze potential loss of existing assisted housing developments during the next 10 years due to expiration of subsidy contracts or use restrictions, or mortgage pre-payments; list each development by project name and address, the type of governmental assistance received, the earliest possible date of change from low income use, and the total number of elderly and non-elderly units that could be lost from the City's low-income housing stock in each year during the 10-year period.

3.9 Current and Past Housing Programs. Identify current and past housing programs in the City based on data from the Housing Authority of the County of Monterey, the City, and non-profit organizations; develop information on County housing programs; analyze programs and implementation record of the previous housing element.

3.10 Opportunities for Energy Conservation. Analyze potential residential energy conservation opportunities; summarize types and proportions of fuels used for residential



heating and a general characterization of neighborhood design, use of street trees, and other livable community design elements, and analysis of local policies affecting the use of alternative energy sources.

Task 4: Housing Element Community Engagement

4.1 Community Outreach Program. Work with City staff to develop a public engagement strategy to maximize awareness and participation. Identify important stakeholders, outreach channels and approaches, and a workshop format. Outreach and community input must occur early in the process in order to meet the December 31, 2015 approval deadline. The budget for this task assumes preparation of outreach/questionnaire materials in English; it is assumed that City staff can assist in translation of printed or website materials to Spanish if needed. A printing budget is included to prepare a two-page information sheet/questionnaire. It is assumed the City would place and pay for a newspaper notice if required.

4.2 Public Workshop. Determine optimum location, format, date, and time for attracting target communities. Develop alternative input/feedback methods for those unable to attend or hesitant to participate while attending – this could include a website survey or paper questionnaire. Coordinate with City staff to reserve venue as needed; for cost purposes, it is assumed that the City can provide use of the Council Chambers at no cost. Prepare workshop presentations describing background and housing element process. The workshop is viewed as an opportunity to take input to be utilized in the establishment of the City's housing vision. Solicit public input on local housing issues and needs; discuss availability and suitability of existing housing stock and affordable housing, constraints on residential development, provision of affordable housing, and housing and assistance programs; take comments; and respond to questions. The scope of work assumes one community workshop and/or other community outreach forum, potentially at a special Planning Commission/City Council meeting. The budget assumes facilitation of the workshop in English by EMC Planning Group staff with contracted interpretation service and an on-site childcare provider to enable attendance of families.

4.3 Synthesis of Workshop Outcomes. Document community participation and compile public input from outreach in a memo and or tables as appropriate.

Task 5: Resources and Constraints

5.1 Housing and Social Services Support. Update information on housing and social support services available to residents including rental and ownership housing assistance programs, shelters, transitional housing, and housing counseling programs; and unavailability or inaccessibility of services or other services constraints.

5.2 Government Constraints. Update Housing Element information regarding governmental constraints on the maintenance, improvement, and development of housing for all income levels.

5.3 Non-governmental Constraints. Update Housing Element information regarding non-governmental constraints on the maintenance, improvement, and development of housing for all income levels.



Task 6: Housing Element Policy and Program Updates

6.1 Assessment of Fourth Cycle Housing Element. Review current Housing Element and progress toward implementation of programs. Assess effectiveness of programs with a focus on identifying beneficial modifications or additions, and methods of facilitating staff implementation. Prepare summary table of findings.

6.2 Recommendations. Identify potential map and text changes to the General Plan and/or zoning ordinance for staff consideration.

6.3 Housing Goals and Policies. As appropriate, prepare revised goals and policies for housing based on consultation with City staff, policy makers, and community members, and workshop input; develop goals and policies to address adequate sites for new construction, affordable housing development incentives or programs, conservation of existing affordable housing, regulatory relief, rental and homeowner assistance, equal access, utility prioritization, shelters, energy conservation, and sustainable communities strategy.

6.4 Quantified Objectives. Develop a consolidated set of quantified objectives based on the City's RHNA and consultation with city staff, policy makers, and community members; develop objectives that account for units produced since adoption of the RHNA, future housing units through housing programs, and future private market housing units.

6.5 Implementation Program. Prepare a concise implementation program that sets forth a five- to eight-year schedule of actions the City intends to undertake to implement the policies and achieve the goals and objectives of the Housing Element. The implementation program will be developed in a format and organization that will facilitate staff's efforts over the implementation period. Programs will be categorized in a hierarchical fashion.

Task 7: California Department of Housing and Community Development Draft Housing Element

7.1 Administrative Draft Housing Element. Prepare organization outline of Housing Element update, which could include shifting background material to appendices. Consolidate work products from prior tasks into an administrative draft Housing Element update. Prepare covers, inside title, and table of contents for stand-alone version of Housing Element.

7.2 Proof Draft Housing Element. Based on City electronic or written comments, make final changes to the Housing Element and provide electronic copy to City for review and approval.

7.3 HCD Review Draft Housing Element and Submittal. Upon City approval, submit an electronic copy of the Draft Housing Element, along with a Housing Element Review Worksheet to California Department of Housing and Community Development for review. California Department of Housing and Community Development requests a 60-day period for this review.



Task 8: Public Draft Housing Element

8.1 California Department of Housing and Community Development Comments. Obtain California Department of Housing and Community Development written comments and work with California Department of Housing and Community Development and the City to resolve issues, if any are identified. This dialogue will be carried out by telephone, email, and written correspondence.

8.2 Second Administrative Draft Housing Element. Revise Housing Element as appropriate based on California Department of Housing and Community Development review and discussions with City. Provide to City for review and comment.

8.3 Second Proof Draft Housing Element. Based on City electronic or written comments, make final changes to the Housing Element and provide electronic copy to City for review and approval.

8.4 Public Draft Housing Element. Upon City approval, print up to 15 copies (City to specify quantity) of the body and appendices of the draft Housing Element and submit, in both hard copy and electronic format, to City for public review and use by Planning Commission and City Council.

Task 9: Housing Element Certification

9.1 Public Hearings. Attend Planning Commission and City Council hearings, as requested by the City. Present the Housing Element, highlighting modifications from the prior Housing Element, and answer questions regarding the Housing Element. Prepare draft staff reports, draft adopting resolutions, and draft CEQA findings for the City's finalization.

9.2 Final Draft Housing Element. Prepare the Final Draft Housing Element per direction for revisions (if any) from the City Council.

9.3 Certification Submittal. Submit one electronic copy of the Final Draft Housing Element with a copy of the City's signed adoption resolution to the California Department of Housing and Community Development for certification. Submittal should occur prior to December 31, 2015. If timing precludes inclusion of the adopted resolution prior to December 31, 2015, the Housing Element and adopting resolution will be sent to the California Department of Housing and Community Development as soon following City Council hearing as possible.

9.4 Certified Housing Element. If further changes are requested by the California Department of Housing and Community Development, revise the Final Draft Housing Element and re-submit to California Department of Housing and Community Development. The scope of work does not include other than very minor adjustments for this task. Following certification by the California Department of Housing and Community Development, prepare Certified Housing Element that includes a copy of the City adoption resolution and evidence of California Department of Housing and Community Development certification. Print up to 15 copies (City to specify quantity) of the body of the certified Housing Element and create CDs of the certified Housing Element and appendices and provide to the City.



EXHIBIT B
Compensation and Method of Payment

1. Total Contract Amount. City hereby agrees to pay Consultant a not-to-exceed amount of FORTY-EIGHT-THOUSAND-FOUR-HUNDRED-SIXTY-THREE-AND-NO/100-DOLLARS (\$48,463.00) for the Base Services and Reimbursable Expenses as set forth below.

2. Base Services – Hourly. City hereby agrees to pay Consultant a not-to-exceed amount of FORTY-SIX-THOUSAND-SIX-HUNDRED-FIFTEEN-AND-NO/100- DOLLARS (\$46,615.00) for the Base Services as identified in Exhibit A. Consultant shall invoice City based on actual hours spent by each person providing services under each task identified in Exhibit A at the hourly rates specified below. The cost allocation may vary among tasks but Consultant shall not invoice City for Base Services work that exceeds this not-to-exceed amount unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Consultant.

Task 1 Administration	\$2,080
Task 2 Meetings and Teleconferences.....	\$3,700
Task 3 Housing Element Analysis and Updates.....	\$10,690
Task 4 Housing Element Community Engagement	\$8,410
Task 5 Resources and Constraints	\$1,450
Task 6 Housing Policy and Program Updates.....	\$7,810
Task 7 California HCD Draft Housing Element.....	\$2,235
Task 8 Public Draft Housing Element.....	\$3,455
Task 9 Housing Element Certification	\$6,785
Total	\$46,615

3. Hourly Rates. Fees for work performed by Consultant on an hourly basis shall not exceed the following hourly rates:

Senior Principal.....	\$205.00
Principal.....	\$195.00
Principal Planner.....	\$185.00
Senior Planner	\$150.00
Associate Planner	\$125.00
Assistant Planner.....	\$105.00
Desktop Publisher.....	\$125.00
Administrative Assistant.....	\$95.00
Office Assistant.....	\$75.00

4. Reimbursable Expenses. In addition to compensation for Base Services in the amounts set forth above, City shall reimburse Consultant a not-to-exceed amount of ONE-THOUSAND-EIGHT-HUNDRED-FORTY-EIGHT-AND-NO/100-DOLLARS (\$1,848.00) for reimbursable expenses as identified below. Expenses not listed are not chargeable to City.



Mileage	\$0.575 (Per Mile)
Photocopying	\$0.10 (Per Copy)
Business License	\$41.00 (Per Calendar Year)
Workshop Supplies	cost (if authorized by City)
Workshop Services	cost (if authorized by City)

All expenses are billed at cost plus ten percent (10%) for administration.



EXHIBIT C
Listing of Subcontractors and Key Personnel

Michael Groves, AICP, Senior Principal
Richard James, AICP, Principal Planner
Janine Bird, Assistant Planner
Chris Schmidt, Office Assistant



EXHIBIT D
Items Provided by City

City-generated background data, such as building permit information, status of housing programs, disposition of redevelopment agency assets, etc.



EXHIBIT E **Insurance Requirements**

Consultant shall procure and maintain for the duration of the contract and for two years thereafter 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 the Consultant, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (for construction contracts only) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described below (for construction contracts only).
6. Professional Liability (Errors and Omissions), appropriate to the Consultant's profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Consultants' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (for construction contracts only) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.



Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and authorized volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and authorized volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and authorized volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Builder's Risk (Course of Construction) Insurance (for construction contracts only)

Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.



Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date or start of work date, the Consultant must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Consultants Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Consultants Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, provided such waiver of subrogation endorsement is commercially available, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to



require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds (for construction contracts only)

Consultant shall provide the following Surety Bonds or Guarantees:

1. Bid Guarantee – Equal to five percent (5%) of the proposed contract amount in form of bid bond, certified check, or other negotiable instrument as assurance that the bidder shall, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
2. Performance Bond – Equal to 100 percent of the contract amount executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract.
3. Payment Bond – Equal to 100 percent of the contract amount executed in connection with the contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for under such contract.
4. Maintenance Bond – Equal to ten percent (10%) of the contract amount executed in connection with the contract to maintain and keep in good repair for a period of two years the improvements provided for under such contract. If the Performance Bond or other warranty provides for a two year or longer warranty period for any item or improvement, a separate Maintenance Bond is not required for any such item or improvement.

Any bonds provided under this Agreement shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: May 7, 2015

AGENDA DATE: May 12, 2015

PREPARED BY: Mic Steinmann, Community Services Director

TITLE: **RESOLUTION CONDITIONALLY AWARDING CONTRACT TO PMC FOR CDBG PROGRAM ADMINISTRATIVE SERVICES**

BACKGROUND AND ANALYSIS

The City of Greenfield has been recently awarded a \$2.0 million Community Development Block Grant (CDBG) for a number of critically needed projects, including homebuyer assistance and housing rehabilitation programs, physical improvements to the City's wastewater treatment facility ponds, and for water and wastewater system master plans. The CDBG award for these programs includes an amount for direct activity delivery administrative expenses and a general program administration allowance.

The general program administration costs include City staff and related costs required for overall contract and program management, coordination, monitoring, reporting and evaluation. In addition to these general administration costs, the CDBG award also allows for activity delivery costs which are the City's actual costs associated with the delivery of the specific CDBG funded activity. The administrative services funded through these allocations can be provided directly by City staff, through an administrative subcontractor hired by the City, or a combination of both City staff and outside consultant services.

The City anticipates utilizing its own staff resources along with those of a professional consultant ("administrative subcontractor") to administer the CDBG program. Assistance is particularly required for administering the overall CDBG program and providing activity delivery services for the homebuyer assistance and housing rehabilitation programs. Administrative support services for the wastewater treatment facility pond improvements and the water and wastewater system master plans can be provided by City staff and the City Engineer. It is not anticipated that any significant additional activity support services will be required for these projects.

To be reimbursable under the CDBG program, the services of the administrative subcontractor must be procured utilizing a competitive Request for Proposal (RFP) process in compliance with

24 CFR 85.36, as required by the Department of Housing and Community Development (HCD) for all CDBG funded projects. HCD is the state agency responsible for allocating CDBG program funds, and administering each federally funded program at the state level.

Section 3.12.060 of the City of Greenfield Municipal Code requires that professional service contracts be awarded following an open market, competitive solicitation process. Selection of such an individual or consultant is to be based primarily on the basis of demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required, where cost of services is only one factor in determining the selection. Proposals are to be solicited from prospective contractors either by mail, telephone, fax, e-mail, or by public notice.

On March 16, 2015, a Request for Proposals (RFP) was issued to begin a competitive selection process for a qualified consultant to assist the City in administering its \$2.0 million CDBG program award. All proposal solicitation and contract award procedures required by 24 CFR 85.36 and section 3.12.060 of the City's municipal code were followed. The RFP was publically advertised and also emailed directly to ten consulting firms:

- Denise Duffy & Associates
- JoAnn Anders Grants Administrator
- Laurin Associates
- David Wilkinson Labor Standards Consultant
- Wildan Engineering
- PMC/Michael Baker
- EMC Planning Group
- Rincon Consultants
- Kimley-Horn and Associates
- Golden State Planning and Environmental Consulting

Proposals were received from only one firm – PMC/Michael Baker.

PMC was founded in the Sacramento area in 1995 to serve the needs of cities, counties, and other governmental agencies by providing a comprehensive range of municipal services. Since its founding, PMC has provided services to more than 800 cities, counties, special districts, and other governmental agencies throughout the nation, with a strong presence on the West Coast. PMC currently has approximately 140 employees in seven primary offices across California, with a local office in Monterey. PMC is certified as a small business enterprise with the California Department of General Services.

PMC staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources. These include local, state, and federal sources such as Home Investment Partnerships (HOME), Community Development Block Grant (CDBG), Neighborhood Stabilization Program (NSP) and CalHome grants, HOME and CDBG Program Income, tax credits, Redevelopment Agency Low and Moderate Income Housing funds, and tax-exempt bond financing. PMC has assisted jurisdictions with procuring and administering state and federal grants and developing and managing grant-funded first-time homebuyer assistance,

commercial and residential façade improvement, owner-occupied and rental housing rehabilitation, and emergency repair programs. PMC has extensive experience throughout California in providing CDBG program administration, housing rehabilitation, and homebuyer assistance services.

PMC has extensive local experience with the City of Greenfield. PMC provided planning department contract staff services from 2005-2010 during which PMC was the City's de facto planning department. PMC administered a previous \$1 million CDBG award to finance the construction of the Patriot Park Community Center. PMC also assisted the City with the administration of an earlier owner-occupied housing rehabilitation program that was funded by a variety of sources, including CalHome, HOME, and redevelopment agency low-mod housing funds.

To assist the City in administering its \$2.0 million CDBG award for homebuyer assistance and housing rehabilitation programs, physical improvements to the City's wastewater treatment facility ponds, and for water and wastewater system master plans, the Administrative Subcontractor services to be provided by PMC include the following:

1. Provide general CDBG administrative services and technical support.
2. Provide assistance to the City to ensure compliance with all CDBG program, contracting, and administrative requirements.
3. Prepare and submit to the State Department of Housing and Community Development (HCD) necessary forms and materials to meet the Project Set-Up requirements, including general conditions set-up, activity set-up, and funds disbursement authorization.
4. Prepare, maintain, and submit to HCD financial, administrative and performance reports required by the CDBG program (i.e., monthly, quarterly, annual, close-out, etc.).
5. Prepare and coordinate the submission of required documents to HCD for program close-out and completion.
6. Assist the City in the development, implementation, and administration of CDBG Homeownership Assistance and Housing Rehabilitation programs, including:
 - a. Prepare Housing Rehabilitation and Homeownership Assistance program guidelines as required by HCD, and prepare City staff reports and City Council resolutions for adoption of those program guidelines by the City.
 - b. Conduct confidential reviews of financial and other personal information submitted by applicants to determine program eligibility,
 - c. Conduct home inspections of owner-occupied and privately owned rental housing to determine the need for repairs and modifications and related specifications, and
 - d. Conduct home inspections to determine the scope of lead-based paint surfaces that will impact the planned rehabilitation of the premises.

- e. Assist the City in the set-up and maintenance of accounts for dispersal and collection of grant funds, including appropriate Revolving Loan Funds.
7. Coordinate and participate in public meetings as requested by the City.
8. Facilitate communications between the City and HCD representatives.
9. Keep the City updated as to project status, monitor program milestones, and recommend program amendments as necessary.
10. Prepare a close-out manual to guide the City after the project has been completed and to outline the City's ongoing program responsibilities.
11. Appraise the City of applicable federal and state requirements, assist the City in meeting such requirements, and provide recommendations to the City to ensure compliance with all CDBG program deadlines and program requirements.
12. Conduct required CDQA environmental review and prepare documents and reports required for CEQA compliance.

The State Department of Housing and Community Development is responsible for administering the CDBG program. HCD has published a Grant Management Manual that includes mandatory procurement procedures, including those of 24 CFR 85.36, with additional requirements and limitations to the federal procurement standards. The procurement of professional consulting services to assist in the administration of a CDBG program must be through a competitive Request for Proposals (RFP) process. If, however, only one responsible proposal is received in response to a RFP, HCD will consider the competition inadequate and contract award can only be made through the "non-competitive procurement method (sole source)." Non-competitive procurement requires HCD approval prior to entering into such a contract. If a CDBG grantee were to enter into a sole source contract prior to HCD approving a sole source request, the costs associated with that contract will not be reimbursable under the CDBG program.

Since only one proposal was received in response to the City's issuance of a RFP for CDBG program administrative services, request must be made to HCD to approve a sole source contract award. The City has submitted this request to HCD, along with all required supporting documentation. but HCD has not yet responded. Pending receipt of approval from HCD, a contract for CDBG administrative subcontractor services cannot be executed. The City Council can, however, conditionally award a contract for those services and direct the City Manager to not execute any such contract until written approval is received from HCD.

RECOMMENDATION

It is recommended the City Council adopt the attached resolution to conditionally award a professional services contract to PMC to provide administrative subcontractor services to assist the City in the administration of its \$2.0 million CDBG program award, and to authorize the City Manager to sign on behalf of the City Council the professional services contract substantially in the form as attached. It is recommended this be a time and material contract with a not-to-exceed amount of \$167,527. It is further recommended that the City Council condition this

contract award on receipt of approval from the State Department of Housing and Community Development (HCD) for a sole source contract award to PMC, and that a contract for CDBG program administrative subcontractor services not be executed with PMC until written approval to do so is received from HCD.

FINANCIAL AND BUDGET IMPACT

The cost of the recommended administrative subcontractor services by PMC will be fully reimbursable under the City's \$2.0 million CDBG program award. The costs for City staff time that will be allocated to administering the CDBG program will also be reimbursable under the CDBG program award. There will be no cost to the City's general fund. This will be a time and material contract with a not-to-exceed amount of \$167,527.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION NO. 2015-22 CONDITIONALLY AWARDING A PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF \$167,527 TO PMC TO PROVIDE ADMINISTRATIVE SUBCONTRACTOR SERVICES TO ASSIST THE CITY IN THE ADMINISTRATION OF ITS \$2.0 MILLION CDBG PROGRAM AWARD, BUT THAT THE CITY MANAGER SHALL NOT EXECUTE THIS CONTRACT UNTIL WRITTEN APPROVAL FOR A SOLE SOURCE AWARD IS RECEIVED FROM THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

**CITY OF GREENFIELD CITY COUNCIL
RESOLUTION NO. 2015-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
CONDITIONALLY AWARDING A PROFESSIONAL SERVICES CONTRACT
TO PMC TO PROVIDE ADMINISTRATIVE SUBCONTRACTOR SERVICES
TO ASSIST THE CITY IN THE ADMINISTRATION OF ITS
\$2.0 MILLION CDBG PROGRAM AWARD**

WHEREAS, the City of Greenfield has been recently awarded a \$2.0 million Community Development Block Grant (CDBG) for a number of critically needed projects, including homebuyer assistance and housing rehabilitation programs, physical improvements to the City's wastewater treatment facility ponds, and for water and wastewater system master plans; and

WHEREAS, the City's CDBG award includes an amount for direct activity delivery administrative expenses and a general program administration allowance; which can be provided by City staff, through an administrative subcontractor, or a combination of both staff and consultant services; and

WHEREAS, the City desires to contract with a qualified professional services consulting firm to assist the City in the administration of the CDBG program; and

WHEREAS, to be reimbursable under the CDBG program, the services of the administrative subcontractor must be procured utilizing a competitive Request for Proposal (RFP) process in compliance with 24 CFR 85.36, as required by the Department of Housing and Community Development (HCD) for all CDBG funded projects, and the procurement procedures set forth in the HCD Grant Management Manual; and

WHEREAS, to select such a professional services consulting firm, the City has undertaken an open market, competitive solicitation process as required by Section 3.12.060 of the City of Greenfield Municipal Code; and

WHEREAS, as a result of the open market, competitive solicitation process required by 24 CFR 85.36, the HCD Grant Management Manual, and section 3.12.060 of the City Municipal Code, if only one responsible proposal is received, contract award can be on a sole source basis (non-competitive procurement) only with the prior written approval of the Department of Housing and Community Development; and

WHEREAS, a responsible proposal was received only from PMC; and

WHEREAS, the City Manager and the Community Services Director have evaluated the professional qualifications of PMC and are of the opinion and belief that PMC possesses the requisite demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, request has been made to the Department of Housing and Community Development to approve a sole source contract with PMC to provide administrative subcontractor services to assist the City in the administration of its \$2.0 million CDBG award;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Greenfield that:

1. A professional services contract to provide administrative subcontractor services to assist the City in the administration of its \$2.0 million CDBG program be conditionally awarded to PMC in the not-to-exceed amount of \$167,527; and

2. Said contract award is conditional upon receipt of written approval from the State Department of Housing and Community Development for a sole source contract with PMC; and

3. The City Manager is authorized to negotiate the final contract and to make such changes to the terms and conditions of the attached contract form as the City Manager deems appropriate; and

4. The City Manager shall not be authorized to execute, and shall not execute, the contract with PMC the subject of this resolution until written approval is received from the State Department of Housing and Community Development for a sole source contract with PMC; and

5. If the State Department of Housing and Community Development denies or otherwise does not approve the City's request to approve a sole source contract with PMC for administrative subcontractor services under the City's CDBG program, this conditional award shall immediately thereupon become null and void.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the 12th day of May 2015, by the following vote:

AYES, and all in favor, therefore, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Attest:

Ann F. Rathbun, City Clerk

CITY OF GREENFIELD



CONTRACT FOR

PMC

CITY OF GREENFIELD 2015 COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) ADMINISTRATIVE SERVICES



Table of Contents

1.	SCOPE OF SERVICES	1
2.	CHANGES TO SCOPE OF SERVICES	1
3.	COMPENSATION.....	2
4.	TIME OF PERFORMANCE.....	2
5.	RESPONSIBILITY OF CONSULTANT.....	2
6.	RESPONSIBILITY OF CITY	3
7.	INSEPTION OF WORK, CORRECTION	3
8.	INDEPENDENT CONTRACTOR	3
9.	PROVISION OF LABOR, EQUIPEMTN AND SUPPLIES	4
10.	APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL.....	4
11.	TERMINATION.....	4
12.	ENFORCEMENT FOR NONCOMPLIANCE	5
13.	DISPUTES.....	6
14.	PROPERTY OF CITY	6
15.	CONFLICT OF INTEREST	6
16.	CONFIDENTIAL INFORMATION.....	7
17.	COOPERATION	7
18.	COMPLIANCE WITH LAW	7
19.	NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT	7
20.	PREVAILING WAGES.....	8
21.	ASSIGNMENTA DN SUBSTITUTION.....	8
22.	SUBCONTRACTING	8
23.	LIABILITY OF CONTRACTOR	9
24.	INDEMNIFICATION.....	9
25.	INSURANCE	10
26.	RECORDS.....	10
27.	PATENT, COPYRIGHT	10
28.	LOSS LEADER.....	10



29. EXHIBITS INCORPORATED.....	11
30. ENTIRE AGREEMENT	11
31. AMENDMENT.....	11
32. COUNTERPARTS	11
33. WAIVER	11
34. SEVERABILITY	11
35. NOTICES.....	11
36. NOTICE TO PROCEED, PROGRESS, COMPLETION	12
37. INDEPENDENT INVESTIGATION.....	12
38. CONSTRUCTION AND INTERPRETATION.....	12
39. MISTAKE OF FACT.....	12
40. GOVERNING LAW	13
41. AUTHORITY TO EXECUTE	13
CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700.....	14
EXHIBIT A – SCOPE OF WORK.....	A-1
EXHIBIT B – COMPENSATION AND METHOD OF PAYMENT.....	B-1
EXHIBIT C – LISTING OF SUBCONTRACTORS AND KEY PERSONNEL.....	C-1
EXHIBIT D – ITEMS PROVIDED BY CITY	D-1
EXHIBIT E – INSURANCE REQUIREMENTS.....	E-1
EXHIBIT F – CDBG AND FEDERAL CONTRACT REQUIREMENTS	F-1
EXHIBIT G – FEDERAL PROCUREMENT REQUIREMENTS	G-1



CONSULTANT SERVICES AGREEMENT
FOR THE
CITY OF GREENFIELD
2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATIVE SERVICES

THIS AGREEMENT is made and entered into this ___ day of _____, 2015, by and between the City of Greenfield, a Municipal Corporation (“City”) and PMC (“Consultant”), for City of Greenfield 2015 Community Development Block Grant (CDBG) grant administration and implementation services (“Project”). City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services as set forth in Exhibit A, entitled “Scope of Services,” attached hereto and incorporated herein by reference, as requested by the City. This Agreement and its exhibits shall be collectively known as the “Agreement.” Terms set forth in any section, part, or exhibit of this Agreement shall be deemed to be incorporated in all sections, parts, or exhibits of this Agreement as if set forth in full therein.

2. CHANGES TO SCOPE OF SERVICES

A. CITY REQUEST. The City may at any time, and from time to time, upon a minimum of ten (10) days written notice, modify the scope of services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify the City in writing.

B. APPROVAL OF CHANGES. Upon agreement between the City and Consultant of such change in scope, including any increase or decrease in the amount of Consultant’s



compensation and/or changes in the schedule or time of performance, an amendment to this Agreement shall be prepared describing such changes. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and/or Exhibit B must be approved in advance by the City Manager, and if the increase in compensation exceeds \$25,000.00, the change shall also be approved by the City of Greenfield City Council.

3. COMPENSATION

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B, attached hereto and incorporated herein by reference.

B. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services or providing work pursuant to this Agreement unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Consultant. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's express written authorization signed by the City Manager, or the City Manager's designee, is given to Consultant for the performance of said services.

C. PAYMENT. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

D. DISALLOWED EXPENDITURE. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the City by the Consultant. Absent fraud or mistake on the part of the City, the determination by the City of the allowability of any expenditure shall be final.

E. ADDITIONAL PERSONNEL. With the approval of City, Consultant may use and bill for additional personnel not specifically named in this Agreement, except such use shall not exceed the amount of compensation named herein without the express written consent of City in accordance with the requirements of this Agreement.

4. TIME OF PERFORMANCE

The services of Consultant are to commence upon execution of this Agreement by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Section 11 below, this Agreement shall terminate no later than December 31, 2016, unless extended by the mutual agreement of both parties.



5. RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional, technical, and trade capabilities, experience, resources, staffing, and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that it and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions or trades and will maintain same during the term of this Agreement. In addition to the foregoing, Consultant and any subcontractor providing services under this Agreement shall obtain and maintain during the term of this Agreement a valid Business License issued by City.

6. RESPONSIBILITY OF CITY

The City hereby agrees to:

A. Assist Consultant by placing at its disposal all available information pertinent to the Project, including previous reports, studies, drawings, specifications, and other relevant data or documents.

B. Guarantee access to and make all provision for Consultant to enter upon public and private property as required for Consultant to perform its services required by this Agreement.

C. Examine all studies, reports, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

D. Designate in writing a person to act as City's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7. INSPECTION OF WORK, CORRECTION

The City shall have the right to inspect any work or services performed hereunder to verify that the work or services are being and/or have been performed in accordance with the applicable federal, state and local requirements and this Agreement. The Consultant shall correct all work or services found by such inspections not to conform to the applicable requirements. The City will withhold payment to the Consultant and any subcontractor, respectively, until it is so corrected.

8. INDEPENDENT CONTRACTOR

A. Consultant enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Any persons employed by



Consultant for the performance of services pursuant to this Agreement shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Agreement shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

B. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement, for supervising the services and work provided under this Agreement, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City may use any reasonable means to monitor performance and the Consultant shall comply with the City's request to monitor performance.

C. Consultant shall be free to render work and services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

A. CONTRACTOR PROPERTY. Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Agreement except as set forth in Exhibit D. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Agreement.

B. SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be provided at City's sole cost and expense.

10. APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL

The staff and subcontractors specified in Exhibit C, entitled "Listing of Subcontractors and Key Personnel," attached hereto and incorporated herein by reference, shall provide the services set forth herein, and shall be the subcontractors and persons primarily in charge of and responsible for performing such work. Consultant shall notify City of any changes in Consultant's staff or subcontractors to be assigned to perform the services required under this Agreement and shall obtain the approval of the City prior to any such changes.

11. TERMINATION AND SUSPENSION

A. TERMINATION FOR CONVENIENCE. The City, upon thirty (30) days written notice, may, in its sole discretion, terminate this Agreement at any time for convenience, and without cause. In the event of such termination, Consultant shall be entitled to compensation for all



necessarily and reasonably incurred expenses and costs for services rendered and work performed for City under the terms of this Agreement to the date of termination.

B. TERMINATION FOR CAUSE. The City may terminate this Agreement and be relieved of any payments to Consultant hereunder should the Consultant negligently or willfully fail to perform the requirements of this Agreement at the time and in the manner herein provided. The City shall provide written notice of such termination for cause to the Consultant, and the Consultant shall stop all work and services provided under this Agreement on the date and under the terms specified in such written notice of termination. Such termination shall not, however, take effect until Consultant has been given a ten-day (10) opportunity to cure any such default in the performance of duties under this Agreement. In the event Consultant is unable or refuses to cure the breach or default within the specified period, the City may proceed with the work in any manner deemed proper by the City. All costs to the City in terminating this Agreement and proceeding with the work as the City deems proper shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand. If any balance due Consultant is insufficient to reimburse the City for its costs incurred hereunder, the Consultant shall pay to the City the amount of those remaining costs upon demand.

C. TERMINATION UPON MUTUAL CONSENT. The City and Consultant may terminate this Agreement upon mutual consent upon such termination terms and conditions as the parties agree, including the effective date and in the case of partial termination, the portion to be terminated.

D. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Agreement, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Agreement shall survive termination.

E. SUSPENSION. The City may order Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for such reasonable period of time that City determines appropriate for the convenience of the City. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by the City, the costs of Consultant resulting from such unreasonable suspension, delay, or interruption (excluding profit), shall be allowed, and if this results in an increase in the total compensation payable under this Agreement, this Agreement shall be modified in writing accordingly. However, no allowance of costs or adjustment to the compensation payable under this Agreement shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Consultant, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement.

F. EFFECTS DURING SUSPENSION AND AFTER TERMINATION. Costs of Consultant resulting from obligations incurred by the Consultant during a suspension or after termination of this Agreement are not allowable unless the City expressly authorizes them in the



notice of suspension or termination or subsequently. Other Consultant costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs resulting from obligations which were properly incurred by the Consultant before the effective date of suspension or termination, are not in anticipation of suspension or termination, in the case of a termination are noncancellable, and the costs would be otherwise allowable if this Agreement was not suspended or terminated.

12. ENFORCEMENT FOR NONCOMPLIANCE

A. REMEDIES. If the Consultant materially fails to comply with any term or condition of this Agreement, the City may, at its sole discretion, take any of the following enforcement actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Consultant.
2. Disallow all or part of the cost of the work, service, activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further payments to Consultant.
5. Take any other remedies that may be legally available.

B. HEARINGS, APPEALS. In taking an enforcement action, the City will provide the Consultant an opportunity for a hearing, appeal or other administrative proceeding to which the Consultant is entitled under any statute or regulation applicable to the action involved.

13. DISPUTES

Should a dispute arise between the Consultant and City regarding any term, condition or provision of this Agreement, or any work or services provided by the Consultant hereunder, or whether the Consultant has or is performing its obligations as required hereunder, Consultant shall continue with its responsibilities under this Agreement during any such dispute, unless the City agrees, in writing, otherwise.

14. PROPERTY OF CITY

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY. Subject to the Patent and Copyright provisions of this Agreement, it is mutually agreed that all materials prepared by the Consultant under this Agreement are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any reuse of the materials prepared by the Consultant if used for purposes other than those expressly set forth in this Agreement. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City including without limitation information or



reports required by government agencies to enable Consultant to perform its duties under this Agreement and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables to the City.

B. CONSULTANT TO DELIVER CITY PROPERTY. Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to said date by the Consultant in performing this Agreement. Consultant will be allowed to retain copies of all deliverables to the City.

15. CONFLICT OF INTEREST

Consultant covenants that neither it, nor any of its officers, principals, employees, agents or subcontractors, has or shall acquire during the term of this Agreement, any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way conflict in any manner with the Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, principal, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. Consultant agrees to include language similar to this section in all contracts with subcontractors and agents for the work contemplated herein.

16. CONFIDENTIAL INFORMATION

All City information disclosed to Consultant and all materials prepared or assembled by Consultant pursuant to performance of this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties without the prior written approval of the City, except by court order.

17. COOPERATION

City and Consultant shall promptly notify the other party should Consultant or City or their officials, officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder. City and Consultant each retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City's and Consultant's right to review any such response does not imply or mean the right to control, direct, or rewrite said response.



18. COMPLIANCE WITH LAW

A. The Consultant and each of its subcontractors shall comply with all applicable local, state and federal laws, regulations and requirements that pertain to, among others, construction, health and safety, labor standards, fair employment practices, equal opportunity, immigration and naturalization, nondiscrimination, housing and building codes, and all other matters applicable to the City, its contractors or subcontractors, including but not limited to the state and federal provisions set forth herein and in Exhibit F and Exhibit G. Should the City be fined or have sanctions imposed upon it because of Consultant's or its subcontractor's failure to comply with such requirements, Consultant shall reimburse the City for the cost of all such fines or sanctions imposed, together with any and all costs, including without limitation attorney fees, incurred by the City in connection therewith.

B. If Consultant becomes aware of a conflict between such laws, regulations or requirements, Consultant shall notify City, in writing, of such conflict, and City and Consultant shall work together cooperatively to resolve the conflict. Under such circumstances, Consultant shall not be liable to City for any fines or sanctions resulting from Consultant's or its subcontractor's failure to comply with such requirements.

19. NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT

During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against or grant preferential treatment to any employee or applicant for employment because of race, religion, creed, color, national origin, ethnicity, citizenship, disability (mental or physical), age, marital or parental status, genetic information, sex, sexual orientation, gender, gender identification, or any other characteristic protected under applicable federal or state law. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, ethnicity, national origin, gender, sex, sexual orientation, gender identification, age, or disability. Consultant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply to the fullest extent required by law, with all applicable local, state, and federal laws relating to nondiscrimination and preferential treatment. Consultant shall include these nondiscrimination, preferential treatment, and compliance provisions in all subcontracts to perform work or provide services under this Agreement.

20. PREVAILING WAGES

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Consultant shall ensure that the prevailing wage requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement, "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid



for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements. Where the construction contract will be between the City and a licensed building contractor, the City shall serve as the "awarding body" as that term is defined in the Labor Code. Where the City will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the City may require a certification from the awarding body that prevailing wages have been or will be paid.

21. ASSIGNMENT AND SUBSTITUTION

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Consultant shall not assign, transfer or substitute any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, and any attempt by Consultant to so assign, transfer or substitute this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. However, claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution, but only with prior written consent of the City. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Agreement shall not be construed that any third party has an interest in this Agreement.

22. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant. Subcontracts, if any, shall contain a provision making them subject to all provisions contained in this Agreement.

23. LIABILITY OF CONSULTANT

Consultant shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

24. INDEMNIFICATION

A. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, defend with counsel approved by City, and hold harmless City and



any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, court costs, interest, and all other costs and fees of litigation or defense) of every nature arising out of or in connection Consultant's sole negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design on a project other than the subject of this Agreement without the written consent of the Consultant.

B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend with counsel approved by City, and hold harmless City and any and all of its officers, officials, employees and agents from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, interest, and all other costs and fees of litigation or defense) of every nature (including but not limited to court proceedings, arbitration proceedings, regulatory proceedings, or administrative proceedings) arising out of or in connection Consultant's sole negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement.

C. GENERAL INDEMNIFICATION. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein for each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible to City according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify, defend, and hold harmless City as set forth herein is binding on the successor, assigns or heirs of Consultant and shall survive the termination of this Agreement.

D. INDEMNITY LIMITATION. Without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to defend, indemnify and hold harmless City of liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

25. **INSURANCE**

Consultant shall have and maintain the insurance policies set forth in Exhibit E, entitled "Insurance Requirements," attached hereto and incorporated herein by reference. All policies, endorsements, certificates and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. The insurance policies required herein shall be maintained by the Consultant, at its



sole expense, for the time specified in Exhibit E. A lapse in any required insurance coverage during the term of this Agreement shall be a breach of this Agreement.

26. RECORDS

Consultant shall maintain all books, records, documents, drawings, specifications, accounting ledgers, payroll and labor costs, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Consultant by City, or as otherwise specified herein. Any duly authorized representative(s) of City shall have free access to such documents and records for the purpose of inspection, audit and copying at all reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection.

27. PATENT, COPYRIGHT

If this Agreement results in any work or materials, including but not limited to discovery by or invention, writing, data or document developed by the Consultant in the course of or under this Agreement, that is or may be copyrightable or patentable, the Consultant may retain the entire right, title, and interest therein (patent or copyright as the case may be). With respect to any such patent or copyright interest, the City shall have a royalty-free, nonexclusive, irrevocable and paid-up license to reproduce, publish or otherwise use and to authorize others to use for governmental purposes any such work or materials.

28. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.

29. EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

30. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties relative to the matters contained herein. There are no understandings, agreements, conditions, representations, warranties or promises, whether oral or written, with respect to this Agreement, except those contained in or referred to in this Agreement. This Agreement supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.



31. AMENDMENT

This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modification cannot be waived and any attempted waiver shall be void.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

33. WAIVER

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter. Waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

34. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions invalid, illegal or unenforceable.

35. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if (1) personally delivered, (2) delivered via email, or (3) enclosed in a properly addressed envelope, postage prepaid, and deposited in a United States Post Office for delivery addressed to the parties as follows:

City: City of Greenfield
City Manager
P.O. Box 127
599 El Camino Real
Greenfield, CA 93927

Consultant: Philip O. Carter, Vice President
PMC
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670



Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

36. NOTICE TO PROCEED, PROGRESS, COMPLETION

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

37. INDEPENDENT INVESTIGATION

The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

38. CONSTRUCTION AND INTERPRETATION

Consultant and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

39. MISTAKE OF FACT

Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

40. GOVERNING LAW

The City and Consultant agree that the laws of the State of California shall govern this Agreement. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Monterey, federal diversity jurisdiction being expressly waived.

41. AUTHORITY TO EXECUTE

The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and



further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

CITY OF GREENFIELD

PMC

By: _____
Susan A. Stanton, ICMA-CM
City Manager

By: _____
Philip O. Carter
Vice President

Approved as to form:

By: _____
Bradley W. Sullivan
City Attorney

Attest:

By: _____
Ann Rathbun
City Clerk



**CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

CONTRACTOR

PMC
Philip O. Carter
Vice President



EXHIBIT A
Scope of Work

TASK 1: GENERAL PROGRAM ADMINISTRATION

PMC will provide general administrative services for this grant. PMC will ensure compliance with all CDBG program administrative requirements, including compliance with the requirements of the HCD Grant Management Manual, applicable Management Memos, and all applicable state and federal CDBG regulations.

PMC will complete the project set-up and implement a grant reporting and filing system in satisfaction of state and federal CDBG guidelines, including preparing, maintaining, and submitting to HCD and the City all financial, administrative and performance reports required by the CDBG program including the following:

- Grantee Performance Report (GPR)
- Financial and Accomplishment Report (FAR)
- Funds Requests
- Wage Compliance
- Section 3 Reports
- Semi-Annual Labor Standards Enforcement Report

Lastly, PMC will prepare and coordinate the submission of the appropriate documents to HCD for program close-out and completion.

TASK 2: CDBG HOMEBUYER ASSISTANCE

Task 2.1: PROGRAM ADMINISTRATION

PMC will assist the City of Greenfield with the following tasks related to the administration of its CDBG grant from HCD.

Grant Setup – PMC will complete general grant setup for the CDBG grant. Setup may include preparation of program documents or revision of existing documents, environmental review, and any other documentation required by HCD.

Program Guidelines – PMC will develop, maintain and revise the City’s program guidelines for the Homebuyer Assistance program as needed.

Marketing – PMC will produce marketing materials in English and Spanish. These materials will be full-color professionally designed materials. PMC team members will work closely with City staff to initiate marketing and promotional efforts in order to compile or supplement a list of potential participants and ensure that all groups have equal opportunity to apply for the program. PMC will conduct marketing efforts in accordance with HCD affirmative marketing policies. PMC will contact local lenders and realtors to provide information on the program. All marketing and outreach efforts will be conducted in compliance with state and federal fair lending regulations. Efforts will also be made to inform participants in any recently held homebuyer counseling courses of this opportunity for assistance.

Evaluate Application Documents – PMC staff will review and evaluate the first lender’s loan package to make sure it is in compliance with the City’s program guidelines related, but not limited to, debt-to-income ratios, income analysis, appraisal, and credit history. PMC will work closely with City staff to ensure the lender submits all required documentation in a timely manner.

Progress Reports – PMC will discuss any potential issues related to the project benchmarks or milestones with the City on a regular basis. PMC will provide a written report to the City on a monthly basis.

Program Performance – PMC will implement management controls to assure that projects are meeting benchmarks and milestones and that the City has accurate timely information on project performance.

Public Meetings – PMC will attend public meetings as requested to explain the program to interested groups and City officials, to report on program progress, and to address any concerns regarding program implementation. PMC will prepare all required noticing.

HCD Liaison – PMC will serve as the City’s primary day-to-day point of contact with HCD. PMC will provide the City with regular summaries of communication with HCD.

Administrative File Maintenance – PMC will maintain administrative records as required to document program performance and compliance, correspondence with the granting agency, required reports, and financial records. The administrative files will be organized in the form preferred by HCD as shown in the current CDBG Grant Management Manual.

Preparation and Submittal of Required Reporting – PMC will work with City staff to obtain accurate reporting information and to complete all required reports including Financial and Accomplishment Reports (FARs), Grantee Performance Reports (GPRs), program income reports, draw requests, and any others required by HCD for this particular Grant.

Monitoring – PMC will prepare administrative and project files for monitoring. PMC will assist the City should HCD monitor the City’s program and respond to HCD on the City’s behalf during the term of the engagement. PMC will make all required corrections and provide HCD with information requested.

Task 2.2: PROGRAM IMPLEMENTATION

PMC will assist the City of Greenfield with the following tasks related to the implementation of its CDBG grant from HCD.

Review Applications and Determine Eligibility – PMC will receive and review applications from all individuals interested in the program. Applicants will be qualified for the program based on verification of income, current employment, and credit history. PMC staff will be available to assist applicants who have questions about the process. The applicants who are determined to be eligible will be sent a Preliminary Eligibility Letter along with information to assist them in finding an eligible home and primary lender.

Underwriting Services – PMC staff will work closely with selected participants to guide them through the home-buying process, and particularly through the loan process. We will ensure that

the homebuyer understands the terms and form of City assistance. PMC staff will be available to assist applicants who have questions about the process. Working closely with local lenders, real estate agents, and title companies, PMC will package and process the loans on behalf of the City.

Once the applicant has selected a home, PMC will present the loan package to the City for approval.

Package and Process Loans – PMC Applicants will be qualified for the program based on verification of employment, income, and household composition utilizing the Part 5 definition of annual income. All documentation submitted by the lender for review will be tracked on a checklist form and provided to the City for record-keeping.

Once PMC has reviewed a complete loan package of the first loan, PMC will present the program loan to the City for approval. PMC will make a recommendation based on the submitted information by the applicant and the first lender, but it is the City's responsibility to make the final loan decision.

PMC will prepare the loan documents on behalf of the City and submit them to City staff for signed approval and disbursement. PMC will request the loan funds from the City to be wired directly to escrow and will work closely with City staff, the lender, and the escrow company to coordinate a concurrent loan signing.

Working closely with local lenders, real estate agents, and title companies, PMC will package and process the loans on behalf of the City. PMC will assist the City satisfy any pre-closing conditions.

PMC will provide completed files to the City and close out all projects on time.

Property Inspection – PMC will rely on the City's building inspector to perform an inspection of the property. This inspection will determine the basic habitability of the property, confirm the description and condition of the property as appraised, document minimum health and safety standards, and identify any potential conditions which may impact the security of the City's loan. PMC will follow up to confirm any required corrections.

Environmental Review – PMC will conduct the property-specific, required environmental review for each loan project in accordance with program guidelines on behalf of the City. PMC will rely on City staff to perform site inspections.

Loan Committee – Once the homebuyer has selected a home, PMC will present the loan package to the City for approval. PMC is also available to present the loan package to a City Loan Committee.

Loan Closing – PMC will oversee the loan closing process. Working closely with local lenders, realtors, and title companies, PMC will process the loans on behalf of the City and will request grant funds as necessary.

Complete File Closeout – PMC will complete the program-required project completion reports and drawdown requests for each loan project. PMC will provide relevant financial and progress reports on a regular basis and assist with maintaining client files for each project.

TASK 3: SINGLE-UNIT RESIDENTIAL HOUSING REHABILITATION

Task 3.1: PROGRAM ADMINISTRATION

The following tasks are considered to be administrative and will be applied to the limit on planning and administrative costs imposed by HCD for the grant.

Project Startup – PMC will assist the City in areas of project startup procedures, which may include, but are not limited to, satisfactory completion of the Housing Rehabilitation General Conditions Checklist, program amendments, liaison between the City and the State, and other services to be mutually agreed upon. In general, PMC will provide the City with the necessary technical assistance to implement and administer the State Standard Agreement and to demonstrate compliance with Program procedures and with federal and state regulations.

Environmental Review – PMC will assist the City with the preparation of the applicable level of NEPA environmental clearance per 24 CFR 58 for the City's review and approval, including the Level of Review Determination. PMC is assuming the City will complete a program-level Minor Rehabilitation Environmental Review. PMC, in cooperation with City staff, will prepare all documents required by the CDBG program for the City to receive the Authority to Use Grant Funds.

Marketing – PMC will produce marketing materials in English and Spanish. These materials will be full-color professionally designed materials. PMC team members will work closely with City staff to initiate marketing and promotional efforts in order to compile or supplement a list of potential participants and to ensure that all groups have equal opportunity to apply for the program. PMC will comply with HCD affirmative marketing policies. All efforts will be conducted in compliance with state and federal fair lending regulations. PMC will maintain a waiting list in cooperation with City staff, offering assistance to eligible applicants on a first-come, first-served basis.

Program Guidelines – PMC will develop, maintain and revise the City's program guidelines for the Housing Rehabilitation program as needed.

Program Documents – PMC will assist the City in developing written tools to implement the City's housing program. The program documents will be based on the City's Program Guidelines approved by HCD. PMC will review and comment on the CDBG program requirements for legal documents, provide samples, and discuss best practices. These documents include, but are not limited to, the following.

- Loan Agreement
- Promissory Note

- Deed of Trust
- Notice of Completion
- Truth-in-Lending Disclosures
- Owner-Contractor Agreement

Progress Reports – PMC will provide monthly progress and performance reports, and discuss any potential issues related to the project budget or milestone targets included in the City’s State Standard Agreement or CDBG-approved amendments. PMC expects that the City will provide a copy of the Standard Agreement.

Prepare and Retain Records and Documents Relating to Submitted Charges – We will assist City staff with preparing draw requests and setting up records with detailed copies of invoices and documentation.

Task 3.2: PROGRAM IMPLEMENTATION

The following tasks are considered to be project costs that are subject to the limit on activity delivery costs imposed by HCD.

Application Review – PMC will receive and review applications. Applicants will be qualified for the program based on verification of income, current employment, credit history, and other factors required by the City’s Program Guidelines. PMC staff will provide assistance to applicants who need help completing the application or who may have questions about the process. Any additional information needed to complete the file will be collected by PMC, including title documents, property liens, proof of insurance, and taxes.

PMC will review the homeowner’s credit and homeownership or rental history to determine whether the homeowner is a lending risk or has a history of default, foreclosure, or eviction. PMC will discuss the risks and responsibilities of borrowing with all applicants. PMC will refer all applicants to HUD-approved home loan counseling providers. PMC encourages all of our clients to require home loan counseling as a condition of lending. PMC will issue eligibility letters to eligible applicants.

Environmental Review – PMC staff will prepare the required site-specific environmental review for each home and assess potential issues related to historic preservation, airport clear zones, and explosive and flammable operations, toxic/hazardous/radioactive materials, contamination, chemicals, or gases. PMC has extensive experience with the environmental review process and in implementing mitigation measures upon any findings. PMC also works closely with the California Office of Historic Preservation.

Develop Scope of Work – PMC will determine the level of rehabilitation needed. PMC will ensure that the scope of work includes all labor and materials needed to complete the rehabilitation, as well as an estimate of project costs and a line item cost estimate for the rehabilitation work specific to each trade.

PMC will determine the need for a Lead Hazard Assessment. These assessments will be completed by qualified and licensed subconsultants.¹

If the repairs cannot be completed within the confines of the program, PMC will inform the homeowners and direct them to other resources. Applicants whose rehabilitation needs are in line with the program's capacity will be evaluated based on the criteria set forth by the City.

Procurement – PMC will work with the City to develop a list of qualified contractors in the area, with an emphasis on including minority- and women-owned businesses. PMC will assist the homeowner to obtain competitive bids. PMC staff will ensure that all contractors are not debarred by the federal government and that they meet any additional qualifications set forth by the City. PMC staff will help the homeowner to select a contractor who is able to responsibly complete the rehabilitation work and who provides a good value to the homeowner and to the City.

PMC will develop all construction documents, including scope of work, specifications, and construction contracts, and the homeowner will approve the rehabilitation scope of work before construction begins. PMC staff will execute and administer all construction contracts. PMC will require the contractor to obtain the building permits and local approvals necessary.

Loan Underwriting – After receiving loan approval from the City, PMC will complete all the underwriting associated with making housing rehabilitation loans. This includes completing the Promissory Note and Deed of Trust, obtaining proof of insurance, and notarizing the security documents and recording them with the Monterey County Recorder's Office. PMC will also ensure that both the homeowner and the contractor fully understand all the provisions in their agreement. After the necessary loan documents are signed, a Notice to Proceed will be issued, allowing rehabilitation work to commence.

PMC will submit completed loan document packages to City for approval in conformance with Program Guidelines. Packages will include, but not be limited to, title reports, credit reports/history,² interior/exterior subject property photos, site/plot plans, location within or out of floodplain, site and mailing addresses, phone numbers, family sizes, race, ethnic background, and number of elderly and disabled occupants. PMC acknowledges that additional information may be requested as necessary to meet state requirements.

Progress Payments – PMC will coordinate processing progress payments with the contractor. PMC will work closely with the City to inspect the work claimed as complete and will ensure that all lien waivers, warranty commitments, and the homeowner's approval are obtained prior to release of payment.

Final Payment – Prior to final payment or release of retention, PMC will make a final inspection of the work to confirm completion. PMC will ensure that all local conditions have been

¹ The cost of third-party services is not included in PMC's fee. Third-party costs incurred by PMC will be billed to the City at cost plus 10 percent. We recommend that third parties bill directly to the City.

² PMC is not able to obtain credit reports directly. PMC will rely on the homeowner to provide a credit report or the City may contract with a credit report provider.

met, the building permit is closed, a Notice of Completion has been recorded, and there are no liens pending on the property.

Project File Closeout – PMC will review all project files and transmit them to the City in a timely manner.

PMC does not anticipate maintaining regularly scheduled hours at City Hall. Instead, our staff will be present at City Hall or at job sites in the city as the demand for our services warrants. Walk-throughs, inspections, and meetings with homeowners, contractors, and City staff will obviously necessitate PMC staff being present in Greenfield. However, application processing, loan packaging, reporting, and other tasks will be performed at our offices, except when done in conjunction with City staff.

TASK 4: – CDBG WASTEWATER TREATMENT FACILITY IMPROVEMENTS

Task 4.1: PROGRAM ADMINISTRATION

PMC will complete all financial, administrative and performance reports required by the CDBG program as identified in Task 1.

Task 4.2: PROGRAM IMPLEMENTATION

Wallace Group is currently doing all the design work and their contract includes a certain level of PM/CM services during construction. The Greenfield City Engineer will also assist in oversight of the construction contract. PMC will assist with following federal procurement procedures and providing some oversight to ensure the City Engineer is providing appropriate Davis Bacon labor compliance monitoring. PMC will provide required NEPA/CEQA reviews and prepare required documentation.



EXHIBIT B
Compensation and Method of Payment

1. Total Contract Amount. City hereby agrees to pay Consultant a not-to-exceed amount of ONE-HUNDRED-SIXTY-SEVEN-THOUSAND-FIVE-HUNDRED-TWENTY-SEVEN-AND-NO/100-DOLLARS (\$167,527.00) for all services required for the administration of the City's CDBG program activities as identified in Exhibit A. Consultant shall invoice City based on actual hours spent by each person providing services under each task identified in Exhibit A. Consultant shall not invoice City for work under any task that exceeds the following program/activity amounts unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Consultant.

General Program Administration.....	\$111,628
Homebuyer Assistance Program	\$15,504
Housing Rehabilitation Program	\$33,418
<u>Wastewater Treatment Facility Improvements.....</u>	<u>\$6,977</u>
Total Not-To-Exceed Contract Amount.....	\$167,527

2. Hourly Rates. Fees for work performed by Consultant on an hourly basis shall not exceed the following hourly rates:

Project Advisor.....	\$195
Managing Director.....	\$155
Senior Associate Planner.....	\$125
Senior Rehabilitation Specialist.....	\$125
Rehabilitation Specialist.....	\$105
Housing Program Specialist.....	\$95
Associate Planner.....	\$85
Environmental Analyst.....	\$85

3. Reimbursable Expenses. Reimbursable expenses, if any, are included in the not-to-exceed total contract amount. Consultant shall obtain approval from City before incurring any expenses for which Consultant will request payment as a reimbursable expense.



EXHIBIT C
Listing of Subcontractors and Key Personnel*

PMC – Key Personnel

Tad Stearn, Project Advisor
Jennifer Gastelum, Managing Director
Larry Lopes, Senior Rehabilitation Specialist
Michael Neal, Rehabilitation Specialist
Rosa Camacho-Chavez, Housing Program Specialist
Patrice Clemons, Associate Planner
Melanie Ware, Environmental Analyst

Subconsultants

N/A

* Substitutions of Key Personnel and/or Subconsultants allowed only with the consent of City.



EXHIBIT D
Items Provided by City

[Not Used.]



EXHIBIT E **Insurance Requirements**

Consultant shall procure and maintain for the duration of the contract and for two years thereafter 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 the Consultant, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder’s Risk (for construction contracts only) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described below (for construction contracts only).
6. Professional Liability (Errors and Omissions), appropriate to the Consultant’s profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Consultants’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (for construction contracts only) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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.



Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and authorized volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and authorized volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and authorized volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Builder's Risk (Course of Construction) Insurance (for construction contracts only)

Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.



Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date or start of work date, the Consultant must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Consultants Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Consultants Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, provided such waiver of subrogation endorsement is commercially available, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to



require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds (for construction contracts only)

Consultant shall provide the following Surety Bonds or Guarantees:

1. Bid Guarantee – Equal to five percent (5%) of the proposed contract amount in form of bid bond, certified check, or other negotiable instrument as assurance that the bidder shall, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
2. Performance Bond – Equal to 100 percent of the contract amount executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract.
3. Payment Bond – Equal to 100 percent of the contract amount executed in connection with the contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for under such contract.
4. Maintenance Bond – Equal to ten percent (10%) of the contract amount executed in connection with the contract to maintain and keep in good repair for a period of two years the improvements provided for under such contract. If the Performance Bond or other warranty provides for a two year or longer warranty period for any item or improvement, a separate Maintenance Bond is not required for any such item or improvement.

Any bonds provided under this Agreement shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



EXHIBIT F
CDBG and Federal Contract Requirements

1. Sufficiency of Funds and Termination

- A. The City may terminate this Agreement at any time for cause by giving at least fourteen (14) days written notice to the Contractor. Cause shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, upon the request of the Department of Housing and Community Development (“HCD”), or withdrawal of HCD’s expenditure authority.
- B. This Agreement is valid and enforceable only if sufficient current funds are made available to HCD by the United States Government for the Federal Fiscal Year. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. If Congress does not appropriate sufficient funds for the program, the City may amend this Agreement to reflect any reduction in funds, or it may terminate this Agreement by giving fourteen (14) days written notice to the Contractor.

2. Uniform Administrative Requirements

The Contractor and Subcontractors shall comply with the policies, guidelines and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth in Section 570.502.

3. Equal Opportunity Requirements and Responsibilities

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability



or age in a program or activity which does not directly benefit from such assistance.

- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.
- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.



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- J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246 (as amended by Executive Order 11375):** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.
4. **The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3)**
- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12



U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to



Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

5. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

6. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Compliance with State and Federal Laws and Regulations

- A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the City, its contractors or subcontractors, and the grant activity, as well as any other State provisions as set forth.
- B. The Grantee agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the grant activity(ies), and with any other federal provisions as set forth.

8. Audit

Contractor agrees that the City, HCD, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is otherwise required under this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

9. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant



for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

10. Antitrust Claims

The Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion



of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

11. **Child Support Compliance Act**

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. **Priority Hiring Considerations**

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

13. **Federal Labor Standards Provisions**

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. Copeland "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also



provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Contractor shall maintain documentation that demonstrates compliance with the foregoing hour and wage requirements. Such documentation shall be made available to the City or the Department for review upon request.

14. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Contractor shall ensure that the requirements of California Labor Code(LC),Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction contract"). Where the construction contract will be between the City and a licensed building contractor, the City shall serve as the "awarding body" as that term is defined in the Labor Code. Where the City will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the City may require a certification from the awarding body that prevailing wages have been or will be paid.

15. Lead Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the City with assistance provided under the CDBG Grant shall be made



subject to the provisions for the elimination or mitigation of lead-based paint hazards under these regulations. The City shall be responsible for the notifications, inspections, and clearance certifications required under these regulations.

16. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter.

17. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

18. Anti-Job Pirating Certification

Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

19. Anti-Lobbying Certification

This anti-lobbying certification clause is required for inclusion in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an



employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20. Bonus or Commission, Prohibition Against Payments of

The funds or assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the City's approval of the Application for such assistance or the award of this contract; or,
- B. The City's approval of the Applications for additional assistance or the award of additional contracts or change orders; or,
- C. Any other approval or concurrence of the City required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as CDBG program costs.

21. Contractors

- A. The City shall not enter into any agreement, written or oral, with any contractor without the prior determination that the contractor is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Contractors are defined as program operators or construction contractors who are procured competitively.
- B. An agreement between the City and any contractor shall require:
 - 1. Compliance with the applicable State and federal requirements described in this Agreement, which pertain to, among other things, labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.



2. Maintenance of at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.
 3. Maintenance, if so required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.
 4. Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit F.
- C. Contractors shall:
1. Perform the grant activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
 2. Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.
- D. Contractors shall comply with the requirements of the Drug-Free Workplace Act of 1988 and shall:
1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
 2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
 3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within (5) five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
 4. Notify the City within 10 (ten) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.



5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

22. Periodic Reporting Requirements

During the term of this Agreement, the City must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of HCD. The Contractor shall provide information and documentation to the City, when and as requested, to enable to the City to fulfill these reporting requirements.

- A. Semi-Annual Financial and Accomplishment Report: Submit by January 31 and July 31.
- B. Annual Grantee Performance Report (GPR): Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- C. Annual Section 3 Reports: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- D. Annual Minority Owned Business/Women Owned Business (MBE/WBE) Report: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- E. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.

23. Access

Access by the City, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor or any subcontractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i) (10).

24. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a



community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said act.

- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

25. Debarment

The Consultant, and each of its subcontractors, shall certify that its organization, its affiliates, and any other principal person working or providing services under this Agreement have not been disbarred or suspended from participation in a transaction or conducting business with any Federal agency.

26. Procurement

The City will comply with the procurement provisions in 24 CFR 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, local and federally recognized Indian tribal governments. A summary of the applicable provisions, requirements, and contracting procedures of 24 CFR 85.36 is set forth in Exhibit G of this Agreement. The City and Contractor shall comply with all applicable provisions of 24 CFR 85.36 regardless of whether they are set forth, summarized, or otherwise referenced in Exhibit G or elsewhere in this Agreement.



EXHIBIT G

Federal Procurement Requirements

24 CFR Part 85 sets forth federal administrative requirements that apply to local projects funded by federal grants to state and local governments. Those requirements apply to this Agreement and the procurement that is the subject hereof. The City's procurement procedures reflect applicable State and local laws and regulations, and conform to applicable Federal law and the standards identified in 24 CFR 85.36. Pursuant thereto, the City and Contractor shall comply with all administrative procedures set forth therein, including but not limited to the following:

1. Contractors are encouraged to consider use of Federal and excess and surplus property in lieu of purchasing new equipment whenever such use is feasible and reduces project costs.
2. The use of value engineering for capital projects is encouraged in all procurements to offer reasonable opportunities for cost reductions.
3. Contract award will only be made to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
4. The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims.
5. If a party protests any action by the City in its procurement procedure, the protestor must exhaust all administrative remedies with the City before pursuing a protest with the appropriate Federal agency. Reviews of protests by the Federal agency will be limited to:
 - A. Violations of Federal law or regulations and the standards of § 85.36 (violations of State or local law will be under the jurisdiction of State or local authorities) and
 - B. Violations of the City's protest procedures for failure to review a complaint or protest.
6. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 85.36.
7. The City conducts procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in § 85.36 preempts State licensing laws. When contracting for architectural and engineering (A/E) services,



geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

8. Allowable procurement methods include the following:
 - A. Procurement by “small purchase procedures” may be used for procurements that do not exceed \$100,000. Price or rate quotations must be received from an adequate number of qualified sources.
 - B. Procurement by “sealed bid” (formal advertising) is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the lowest responsive and responsible bidder.
 - C. Procurement by “competitive proposals” will be used for qualifications-based procurements of professional services. Contract award is to the responsible firm whose proposal is most advantageous to the City, with price and other factors considered. For procurement of architectural/engineering (A/E) professional services, contract award is to the most qualified competitor, subject to negotiation of fair and reasonable compensation. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services.
9. A Time and Materials Contract can be used only after a determination that no other contract is suitable. Any such contract shall have a not-to-exceed ceiling price that the contractor exceeds at its own risk.
10. The City desires to take all necessary affirmative steps to ensure that minority firms, women’s business enterprises, and labor surplus area firms are used whenever possible. The City and the Contractor, if subcontracts are to be let, shall take the following affirmative steps:
 - A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
 - B. Ensure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and
 - E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.



City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: May 7, 2015

AGENDA DATE: May 12, 2015

PREPARED BY: Mic Steinmann, Community Services Director

TITLE: **RESOLUTION AWARDDING CONTRACT TO WALLACE GROUP TO PREPARE WATER AND WASTEWATER SYSTEM MASTER PLANS UNDER THE CITY'S CDBG PROGRAM AWARD**

BACKGROUND AND ANALYSIS

The City of Greenfield has been recently awarded a \$2.0 million Community Development Block Grant (CDBG) for a number of critically needed projects, including homebuyer assistance and housing rehabilitation programs, physical improvements to the City's wastewater treatment facility ponds, and for water and wastewater system master plans. The development of water and wastewater system master plans are of vital importance to enable the City to responsibly plan for water and wastewater system improvements for the next twenty years to ensure the citizens of Greenfield are provided adequate services now and in the coming years. To prepare these water and wastewater system master plans, the City is in need of assistance from a qualified and competent professional engineering consultant.

To be reimbursable under the CDBG program, the services of a professional engineering consultant must be procured utilizing a competitive Request for Qualifications (RFQ) process in compliance with 24 CFR 85.36, as required by the Department of Housing and Community Development (HCD) for all CDBG funded projects. HCD is the state agency responsible for allocating CDBG program funds, and administering each federally funded program at the state level.

Section 3.12.060 of the City of Greenfield Municipal Code requires that professional service contracts be awarded following an open market, competitive solicitation process. Selection of such an individual or consultant is to be on the basis of demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required. Statements of Qualifications are to be solicited from prospective contractors either by mail, telephone, fax, e-mail, or by public notice.

On March 16, 2015, a Request for Qualifications (RFQ) was issued to begin a competitive selection process for a qualified professional engineering consultant to prepare water and wastewater system master plans as part of the City's \$2.0 million CDBG program award. All proposal solicitation and contract award procedures required by 24 CFR 85.36 and section 3.12.060 of the City's municipal code were followed. The RFQ was publically advertised and also emailed directly to six engineering consulting firms:

- Wildan Engineering
- Kimley-Horn and Associates
- Michael K. Nunley & Associates
- AECOM
- Penfield Smith
- Wallace Group

Statements of Qualifications were received from three firms: Michael K. Nunley & Associates, Wallace Group, and Akel Engineering Group, Inc. Each of the submittals were evaluated and ranked. Wallace Group was selected as the top ranked firm for this water and wastewater system master plan project.

Wallace Group was established in 1984 as an engineering and planning firm focused on consulting services for municipal and special district clients on the Central Coast. Its offices are located in San Luis Obispo. The firm specializes in water resource and wastewater engineering services and offers an array of professional services including water and wastewater system engineering, GIS solutions, civil and transportation engineering, surveying, construction management, landscape architecture, mechanical engineering, planning, and public works administration. Wallace Group has extensive experience and expertise in the engineering, planning and administrative aspects of public works facilities, and understands the importance of sound master planning to aid cities and communities with shaping their future in a fiscally responsible manner.

Wallace Group has completed water system master plans for many agencies in San Luis Obispo County, including the cities of San Luis Obispo and Pismo Beach, Atascadero Mutual Water Company, San Miguel Community Services District, Oceano Community Services District, Los Osos Community Services District, and Heritage Ranch Community Services District, and for the city of Guadalupe in Santa Barbara County.

Wastewater system master plans have been completed for the city of Hollister, Seaside County Sanitation District (cities of Seaside, Sand City and Del Rey Oaks), cities of Morro Bay and Arroyo Grande in San Luis Obispo County, city of Buellton in Santa Barbara County, Tres Pinos County Water District in San Benito County, U.C. Santa Cruz, and numerous wastewater service districts in San Luis Obispo County including San Miguel Community Services District, Templeton Community Services District, Oceano Community Services District, and Heritage Ranch Community Services District.

Wallace Group has both previous and current water and wastewater engineering and planning experience with the City of Greenfield, including a 2013 wastewater treatment plant evaluation

study that summarized current design criteria, plant rated capacity, process description, evaluation of facility performance, regulatory review, and a capital improvement program to outline near-term and future plant needs. Wallace Group is currently providing design services for improvements to the wastewater treatment ponds that will be funded as part of the City's current \$2.0 million CDBG award. Also, Wallace Group is currently performing a preliminary stormwater system analysis to identify short- and long-term improvements to that portion of the City's stormwater collection system that is located at the City's wastewater treatment plant. This study will develop recommendations for system improvements necessary to protect the integrity of both the City's stormwater and wastewater collection systems and to ensure separation to protect the public health and safety.

The master plans that Wallace Group will prepare for the City of Greenfield under its \$2.0 million CDBG award will evaluate the City's existing water supply and distribution system and the wastewater collection and treatment system. The master plans will investigate existing and potential future deficiencies and recommend improvements to insure the City has adequate facilities to support future growth as defined in the current adopted City general plan, as well as other anticipated development. The water and wastewater system master plans will be developed as two distinct, stand-alone documents. To develop these master plans, Wallace Group will provide the following services:

Water System Master Plan

1. Inventory and describe the water supply and distribution system, document capital improvements and system expansions completed over the past 10-20 years; and document water system operating permit compliance requirements.
2. Document existing water flows and project future water demand requirements.
3. Determine existing system capacity requirements including pipe size and water reservoir storage, and identify system improvements and expansions to meet future needs.
4. Identify capital improvements to water supply system, including additional reservoir, pump station, and waterline capacity; prioritize capital projects; estimate costs and implementation timeframes; and prepare short- and long-term capital improvement plan to address identified deficiencies and future requirements.
5. Develop recommendations for updating the City's existing water system impact mitigation and connection fees to ensure capital improvements attributable to new development are appropriately funded.
6. Develop recommendations to the existing staffing and organizational structure for improved system operation and maintenance.
7. Prepare water system master plan report documenting all findings and recommendations arising from this study, including existing conditions and capacities, future requirements, required capital improvements, a capital improvements plan including funding recommendations; operational and system maintenance improvements; and recommended actions by the City to implement the water system master plan..

Wastewater System Master Plan

1. Inventory and describe the wastewater collection, pumping, and treatment system, document capital improvements and system expansions completed over the past 10-20 years; and document wastewater system operating permit compliance requirements.
2. Document existing wastewater flows and project future sanitary flow and wastewater demand requirements.
3. Determine existing system capacity requirements including collection system pipe size, pump station, and wastewater treatment plant capacities, identify locations in the wastewater system that have capacity constraints, and identify required system improvements and expansions to meet future needs.
4. As allowed by the project budget, inspect a limited number of manholes and provide CCTV inspection of gravity wastewater lines to identify and document typical conditions.
5. Identify wastewater treatment plant capacities, existing conditions, and deficiencies in plant configuration and operations; identify capital improvements to wastewater collection and treatment system, including mainlines manholes, and pump stations; prioritize capital projects; estimate costs and implementation timeframes; and prepare short- and long-term capital improvement plan to address identified deficiencies and future requirements.
6. Develop recommendations for updating the City's existing wastewater system impact mitigation and connection fees to ensure capital improvements attributable to new development are appropriately funded.
7. Develop recommendations to the existing staffing and organizational structure for improved system operation and maintenance.
8. Prepare wastewater system master plan report documenting all findings and recommendations arising from this study, including existing conditions and capacities, future requirements, required capital improvements, a capital improvements plan including funding recommendations; operational and system maintenance improvements; and recommended actions by the City to implement the wastewater system master plan..

FINANCIAL AND BUDGET IMPACT

The CDBG award includes \$93,023 for the water and wastewater system master plan studies, an additional \$6,977 for general City administration of this contract, and a required \$40,000 local match for planning studies of this type, for a total allocation of \$140,000. The costs for City staff time that will be allocated to administering the CDBG program and the water and wastewater master plans will be reimbursable under the CDBG program award.

The cost of the recommended water and wastewater system master plan study services by Wallace Group will be partially reimbursable under the City's \$2.0 million CDBG program

award. The remainder costs to the City will be charged to the Water and Sewer funds. There will be no cost to or impact on the City's General Fund.

The scope of services required for the water and wastewater system master plan studies is still undergoing final refinement, but will generally be as outlined above and as detailed in the proposed contract attached to this memorandum. Wallace Group proposes to conduct these studies for a not-to-exceed amount of \$143,500. Of this amount, \$93,023 will be reimbursed through the CDBG award. The balance, \$50,477, will be charged equally to the Water and Sewer funds.

The CDBG award requires a \$40,000 local match. Ideally, the total contract for these water and wastewater system master plans would not require any additional local funding. Although it is certainly possible to modify the proposed scope of work to reduce the level of effort for one or more of the identified tasks, this would result in water and wastewater system master plans that would not be as comprehensive and, as a consequence, less definitive and certain in their findings, conclusions, and recommendations. With a relatively modest additional expenditure of \$10,477, it is possible to have water and wastewater system master plans prepared that are comprehensive in nature and appropriate for the City's needs. The Water and Sewer funds can support this modest level of additional effort and funding.

It should also be recognized that City staff time, and that of the City Engineer, in administering and overseeing this contract, will be reimbursable under the CDBG award. If CDBG funds were not available for these studies, the City would still need to have these master plans prepared and all City administrative costs would be a direct cost to the Water and Sewer funds, without reimbursement from outside grant sources.

RECOMMENDATION

It is recommended the City Council adopt the attached resolution to award a professional services contract to Wallace Group to provide water and wastewater system master planning services under the City's \$2.0 million CDBG program award, and to authorize the City Manager to sign on behalf of the City Council the professional services contract substantially in the form as attached. It is recommended this be a time and material contract with a not-to-exceed amount of \$143,500.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION NO. 2015-23 AWARDING A PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF \$143,500 TO WALLACE GROUP TO PROVIDE WATER AND WASTEWATER SYSTEM MASTER PLANNING SERVICES UNDER THE CITY'S CDBG PROGRAM AWARD, AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THIS CONTRACT ON BEHALF OF THE CITY.

**CITY OF GREENFIELD CITY COUNCIL
RESOLUTION NO. 2015-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD
AWARDING A PROFESSIONAL SERVICES CONTRACT TO
WALLACE GROUP TO PROVIDE WATER AND WASTEWATER SYSTEM MASTER
PLANNING SERVICES UNDER THE CITY'S CDBG PROGRAM AWARD**

WHEREAS, the City of Greenfield has been recently awarded a \$2.0 million Community Development Block Grant (CDBG) for a number of critically needed projects, including homebuyer assistance and housing rehabilitation programs, physical improvements to the City's wastewater treatment facility ponds, and for water and wastewater system master plans; and

WHEREAS, the City desires to contract with a qualified engineering consulting firm to prepare the water and wastewater system master plans that will be funded in part by the City's \$2.0 million CDBG award; and

WHEREAS, to be reimbursable under the CDBG program, the services of the water and wastewater system master planning engineering consultant must be procured utilizing a competitive Request for Qualifications (RFQ) process in compliance with 24 CFR 85.36, as required by the Department of Housing and Community Development (HCD) for all CDBG funded projects, and the procurement procedures set forth in the HCD Grant Management Manual; and

WHEREAS, to select such a professional services consulting firm, the City has undertaken an open market, competitive solicitation process as required by Section 3.12.060 of the City of Greenfield Municipal Code; and

WHEREAS, as a result of the open market, competitive solicitation process required by 24 CFR 85.36 and section 3.12.060 of the City Municipal Code, the City Manager and the Community Services Director have identified Wallace Group as the top ranked firm based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the City Manager and the Community Services Director recommend the City Council award a professional services contract to Wallace Group to provide water and wastewater system master planning services under the City's \$2.0 million CDBG program award;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Greenfield that:

1. A professional services contract to provide water and wastewater master planning services under the City's \$2.0 million CDBG program be awarded to Wallace Group on a time and material basis with a not-to-exceed amount of \$143,500; and

2. The City Manager is authorized to negotiate the final contract and to make such changes to the terms and conditions of the attached contract form as the City Manager deems appropriate, including modifications to the scope of work and corresponding adjustment to the maximum contract amount; and

3. The City Manager is authorized to execute this agreement on behalf of the City of Greenfield.

PASSED AND ADOPTED by the City Council of the City of Greenfield, at a regularly scheduled meeting of the City Council held on the 12th day of May 2015, by the following vote:

AYES, and all in favor, therefore, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

John P. Huerta, Jr., Mayor

Attest:

Ann F. Rathbun, City Clerk

CITY OF GREENFIELD



CONTRACT FOR

Wallace Group

City of Greenfield
Water System Master Plan and
Wastewater System Master Plan



Table of Contents

1.	SCOPE OF SERVICES	1
2.	CHANGES TO SCOPE OF SERVICES	1
3.	COMPENSATION.....	2
4.	TIME OF PERFORMANCE.....	2
5.	RESPONSIBILITY OF CONTRACTOR.....	3
6.	RESPONSIBILITY OF CITY	3
7.	INSEPCION OF WORK, CORRECTION	3
8.	INDEPENDENT CONTRACTOR	3
9.	PROVISION OF LABOR, EQUIPEMTN AND SUPPLIES	4
10.	APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL.....	4
11.	TERMINATION	4
12.	ENFORCEMENT FOR NONCOMPLIANCE	5
13.	DISPUTES.....	6
14.	PROPERTY OF CITY	6
15.	CONFLICT OF INTEREST	7
16.	CONFIDENTIAL INFORMATION.....	7
17.	COOPERATION	7
18.	COMPLIANCE WITH LAW	7
19.	NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT	8
20.	PREVAILING WAGES.....	8
21.	ASSIGNMENTA DN SUBSTITUTION.....	8
22.	SUBCONTRACTING	9
23.	LIABILITY OF CONTRACTOR	9
24.	INDEMNIFICATION.....	9
25.	INSURANCE	10
26.	RECORDS.....	10
27.	PATENT, COPYRIGHT	10
28.	LOSS LEADER.....	11



29. EXHIBITS INCORPORATED.....	11
30. ENTIRE AGREEMENT	11
31. AMENDMENT.....	11
32. COUNTERPARTS	11
33. WAIVER	11
34. SEVERABILITY	12
35. NOTICES.....	12
36. NOTICE TO PROCEED, PROGRESS, COMPLETION	12
37. INDEPENDENT INVESTIGATION.....	12
38. CONSTRUCTION AND INTERPRETATION.....	13
39. MISTAKE OF FACT.....	13
40. GOVERNING LAW	13
41. AUTHORITY TO EXECUTE	13
CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700.....	15
EXHIBIT A – SCOPE OF WORK.....	A-1
EXHIBIT B – COMPENSATION AND METHOD OF PAYMENT.....	B-1
EXHIBIT C – LISTING OF SUBCONTRACTORS AND KEY PERSONNEL.....	C-1
EXHIBIT D – ITEMS PROVIDED BY CITY	D-1
EXHIBIT E – INSURANCE REQUIREMENTS.....	E-1
EXHIBIT F – CDBG AND FEDERAL CONTRACT REQUIREMENTS	F-1
EXHIBIT G – FEDERAL PROCUREMENT REQUIREMENTS	G-1



CONSULTANT SERVICES AGREEMENT
FOR THE
CITY OF GREENFIELD
WATER SYSTEM MASTER PLAN AND
WASTEWATER SYSTEM MASTER PLAN

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Greenfield, a Municipal Corporation (“City”) and Wallace Group, a California corporation (“Consultant”), for the City of Greenfield Water System Master Plan and Wastewater System Master Plan studies under the City’s CDBG program award (“Project”). City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services as set forth in Exhibit A, entitled “Scope of Services,” attached hereto and incorporated herein by reference, as requested by the City. This Agreement and its exhibits shall be collectively known as the “Agreement.” Terms set forth in any section, part, or exhibit of this Agreement shall be deemed to be incorporated in all sections, parts, or exhibits of this Agreement as if set forth in full therein.

2. CHANGES TO SCOPE OF SERVICES

A. CITY REQUEST. The City may at any time, and from time to time, upon a minimum of ten (10) days written notice, modify the scope of services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify the City in writing.



B. APPROVAL OF CHANGES. Upon agreement between the City and Consultant of such change in scope, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule or time of performance, an amendment to this Agreement shall be prepared describing such changes. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and/or Exhibit B must be approved in advance by the City Manager, and if the increase in compensation exceeds \$25,000.00, the change shall also be approved by the City of Greenfield City Council.

3. **COMPENSATION**

A. TERMS. Compensation to the Consultant shall be as set forth in Exhibit B, attached hereto and incorporated herein by reference.

B. NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services or providing work pursuant to this Agreement unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Consultant. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City and Consultant at the time City's express written authorization signed by the City Manager, or the City Manager's designee, is given to Consultant for the performance of said services.

C. PAYMENT. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of its receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

D. DISALLOWED EXPENDITURE. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the City by the Consultant. Absent fraud or mistake on the part of the City, the determination by the City of the allowability of any expenditure shall be final.

E. ADDITIONAL PERSONNEL. With the approval of City, Consultant may use and bill for additional personnel not specifically named in this Agreement, except such use shall not exceed the amount of compensation named herein without the express written consent of City in accordance with the requirements of this Agreement.

4. **TIME OF PERFORMANCE**

The services of Consultant are to commence upon execution of this Agreement by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Section 11 below, this Agreement



shall terminate no later than June 30, 2016, unless extended by the mutual agreement of both parties.

5. RESPONSIBILITY OF CONTRACTOR

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional, technical, and trade capabilities, experience, resources, staffing, and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that it and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions or trades and will maintain same during the term of this Agreement. In addition to the foregoing, Consultant and any subcontractor providing services under this Agreement shall obtain and maintain during the term of this Agreement a valid Business License issued by City.

6. RESPONSIBILITY OF CITY

The City hereby agrees to:

A. Assist Consultant by placing at its disposal all available information pertinent to the Project, including previous reports, studies, drawings, specifications, and other relevant data or documents.

B. Guarantee access to and make all provision for Consultant to enter upon public and private property as required for Consultant to perform its services required by this Agreement.

C. Examine all studies, reports, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

D. Designate in writing a person to act as City's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

7. INSPECTION OF WORK, CORRECTION

The City shall have the right to inspect any work or services performed hereunder to verify that the work or services are being and/or have been performed in accordance with the applicable federal, state and local requirements and this Agreement. The Consultant shall correct all work or services found by such inspections not to conform to the applicable requirements. The City will withhold payment to the Consultant and any subcontractor, respectively, until it is so corrected.



8. INDEPENDENT CONTRACTOR

A. Consultant enters into this Agreement as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. Any persons employed by Consultant for the performance of services pursuant to this Agreement shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Agreement shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

B. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement, for supervising the services and work provided under this Agreement, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City may use any reasonable means to monitor performance and the Consultant shall comply with the City's request to monitor performance.

C. Consultant shall be free to render work and services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES

A. CONTRACTOR PROPERTY. Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Agreement except as set forth in Exhibit D. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Agreement.

B. SPECIAL SUPPLIES. City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be provided at City's sole cost and expense.

10. APPROVAL OF SUBCONTRACTORS AND KEY PERSONNEL

The staff and subcontractors specified in Exhibit C, entitled "Listing of Subcontractors and Key Personnel," attached hereto and incorporated herein by reference, shall provide the services set forth herein, and shall be the subcontractors and persons primarily in charge of and responsible for performing such work. Consultant shall notify City of any changes in Consultant's staff or subcontractors to be assigned to perform the services required under this Agreement and shall obtain the approval of the City prior to any such changes.



11. TERMINATION AND SUSPENSION

A. TERMINATION FOR CONVENIENCE. The City, upon thirty (30) days written notice, may, in its sole discretion, terminate this Agreement at any time for convenience, and without cause. In the event of such termination, Consultant shall be entitled to compensation for all necessarily and reasonably incurred expenses and costs for services rendered and work performed for City under the terms of this Agreement to the date of termination.

B. TERMINATION FOR CAUSE. The City may terminate this Agreement and be relieved of any payments to Consultant hereunder should the Consultant negligently or willfully fail to perform the requirements of this Agreement at the time and in the manner herein provided. The City shall provide written notice of such termination for cause to the Consultant, and the Consultant shall stop all work and services provided under this Agreement on the date and under the terms specified in such written notice of termination. Such termination shall not, however, take effect until Consultant has been given a ten-day (10) opportunity to cure any such default in the performance of duties under this Agreement. In the event Consultant is unable or refuses to cure the breach or default within the specified period, the City may proceed with the work in any manner deemed proper by the City. All costs to the City in terminating this Agreement and proceeding with the work as the City deems proper, shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand. If any balance due Consultant is insufficient to reimburse the City for its costs incurred hereunder, the Consultant shall pay to the City the amount of those remaining costs upon demand.

C. TERMINATION UPON MUTUAL CONSENT. The City and Consultant may terminate this Agreement upon mutual consent upon such termination terms and conditions as the parties agree, including the effective date and in the case of partial termination, the portion to be terminated.

D. OBLIGATIONS SURVIVE TERMINATION. Notwithstanding any termination of this Agreement, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Agreement shall survive termination.

E. SUSPENSION. The City may order Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for such reasonable period of time that City determines appropriate for the convenience of the City. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by the City, the costs of Consultant resulting from such unreasonable suspension, delay, or interruption (excluding profit), shall be allowed, and if this results in an increase in the total amount payable under this Agreement, this Agreement shall be modified in writing accordingly. However, no allowance of costs or adjustment to the amount payable under this Agreement shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or



negligence of the Consultant, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement.

F. EFFECTS DURING SUSPENSION AND AFTER TERMINATION. Costs of Consultant resulting from obligations incurred by the Consultant during a suspension or after termination of this Agreement are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. Other Consultant costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs resulting from obligations which were properly incurred by the Consultant before the effective date of suspension or termination, are not in anticipation of suspension or termination, in the case of a termination are noncancellable, and the costs would be otherwise allowable if this Agreement was not suspended or terminated.

12. ENFORCEMENT FOR NONCOMPLIANCE

A. REMEDIES. If the Consultant materially fails to comply with any term or condition of this Agreement, the City may, at its sole discretion, take any of the following enforcement actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Consultant.
2. Disallow all or part of the cost of the work, service, activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further payments to Consultant.
5. Take any other remedies that may be legally available.

B. HEARINGS, APPEALS. In taking an enforcement action, the City will provide the Consultant an opportunity for a hearing, appeal or other administrative proceeding to which the Consultant is entitled under any statute or regulation applicable to the action involved.

13. DISPUTES

Should a dispute arise between the Consultant and City regarding any term, condition or provision of this Agreement, or any work or services provided by the Consultant hereunder, or whether the Consultant has or is performing its obligations as required hereunder, Consultant shall endeavor to continue with its responsibilities under this Agreement during any such dispute, unless the City agrees, in writing, otherwise.

14. PROPERTY OF CITY

A. MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY. Subject to the Patent and Copyright provisions of this Agreement, it is mutually agreed that all materials prepared by



the Consultant under this Agreement are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Agreement and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables to the City.

B. CONSULTANT TO DELIVER CITY PROPERTY. Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to said date by the Consultant in performing this Agreement. Consultant will be allowed to retain copies of all deliverables to the City.

15. CONFLICT OF INTEREST

Consultant covenants that neither it, nor any of its officers, principals, employees, agents or subcontractors, has or shall acquire during the term of this Agreement, any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way conflict in any manner with the Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, principal, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. Consultant agrees to include language similar to this section in all contracts with subcontractors and agents for the work contemplated herein.

16. CONFIDENTIAL INFORMATION

All City information disclosed to Consultant and all materials prepared or assembled by Consultant pursuant to performance of this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties, except as is necessary to perform services under this Agreement, without the prior written approval of the City, except by court order.

17. COOPERATION

City and Consultant shall promptly notify the other party should Consultant or City or their officials, officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder. City and Consultant each retains the right, but has no obligation, to be present at any deposition, hearing or similar proceeding, except for circumstances where a conflict of interest may exist. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any



response to discovery requests provided by Consultant or City. However, City's and Consultant's right to review any such response does not imply or mean the right to control, direct, or rewrite said response.

18. COMPLIANCE WITH LAW

A. The Consultant and each of its subcontractors shall comply with all applicable local, state and federal laws, regulations and requirements that pertain to, among others, construction, health and safety, labor standards, fair employment practices, equal opportunity, immigration and naturalization, nondiscrimination, housing and building codes, and all other matters applicable to the City, its contractors or subcontractors, including but not limited to the state and federal provisions set forth herein and in Exhibit F and Exhibit G. Should the City be fined or have sanctions imposed upon it because of Consultant's or its subcontractor's failure to comply with such requirements, Consultant shall reimburse the City for the cost of all such fines or sanctions imposed, together with any and all costs, including without limitation attorney fees, incurred by the City in connection therewith.

B. If Consultant becomes aware of a conflict between such laws, regulations or requirements, Consultant shall notify City, in writing, of such conflict, and City and Consultant shall work together cooperatively to resolve the conflict. Under such circumstances, Consultant shall not be liable to City for any fines or sanctions resulting from Consultant's or its subcontractor's failure to comply with such requirements.

19. NON-DISCRIMINATION, NON-PREFERENTIAL TREATMENT

During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against or grant preferential treatment to any employee or applicant for employment because of race, religion, creed, color, national origin, ethnicity, citizenship, disability (mental or physical), age, marital or parental status, genetic information, sex, sexual orientation, gender, gender identification, or any other characteristic protected under applicable federal or state law. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, ethnicity, national origin, gender, sex, sexual orientation, gender identification, age, or disability. Consultant and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant shall comply to the fullest extent required by law, with all applicable local, state, and federal laws relating to nondiscrimination and preferential treatment. Consultant shall include these nondiscrimination, preferential treatment, and compliance provisions in all subcontracts to perform work or provide services under this Agreement.

20. PREVAILING WAGES

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Consultant shall ensure that the prevailing wage requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7



[California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement, "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements. Where the construction contract will be between the City and a licensed building contractor, the City shall serve as the "awarding body" as that term is defined in the Labor Code. Where the City will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the City may require a certification from the awarding body that prevailing wages have been or will be paid.

21. ASSIGNMENT AND SUBSTITUTION

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Consultant shall not assign, transfer or substitute any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, and any attempt by Consultant to so assign, transfer or substitute this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. However, claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution, but only with prior written consent of the City. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Agreement shall not be construed that any third party has an interest in this Agreement.

22. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant. Subcontracts, if any, shall contain a provision making them subject to all provisions contained in this Agreement.

23. LIABILITY OF CONTRACTOR

Consultant shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.



24. INDEMNIFICATION

A. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officers, officials, and employees from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, court costs, interest, and all other costs and fees of litigation or defense) of every nature arising out of or in connection with Consultant's negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement to the extent it is adjudicated by a court of competent jurisdiction. City agrees to hold Contractor harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Contractor is first obtained.

B. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, and hold harmless City and any and all of its officers, officials, and employees from and against any and all loss, liability, damage, cost and expense (including without limitation, attorney fees, expert fees, interest, and all other costs and fees of litigation or defense) of every nature (including but not limited to court proceedings, arbitration proceedings, regulatory proceedings, or administrative proceedings) arising out of or in connection with Consultant's negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees or subcontractors hereunder or its or their failure to comply with any of its or their obligations contained in this Agreement to the extent it is adjudicated by court of competent jurisdiction.

C. GENERAL INDEMNIFICATION. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein for each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible to City according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify, defend, and hold harmless City as set forth herein is binding on the successor, assigns or heirs of Consultant and shall survive the termination of this Agreement.

D. INDEMNITY LIMITATION. Without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to defend, indemnify and hold harmless City of liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

25. INSURANCE

Consultant shall have and maintain the insurance policies set forth in Exhibit E, entitled "Insurance Requirements," attached hereto and incorporated herein by reference. All policies, endorsements, certificates and/or binders shall be subject to approval by City as to form and



content. These requirements are subject to amendment or waiver only if so approved in writing by City. The insurance policies required herein shall be maintained by the Consultant, at its sole expense, for the time specified in Exhibit E. A lapse in any required insurance coverage during the term of this Agreement shall be a breach of this Agreement.

26. RECORDS

Consultant shall maintain all books, records, documents, drawings, specifications, accounting ledgers, payroll and labor costs, and similar materials relating to work performed for City under this Agreement on file for at least five (5) years following the date of final payment to Consultant by City, or as otherwise specified herein. Any duly authorized representative(s) of City shall have free access to such documents and records for the purpose of inspection, audit and copying at all reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection.

27. PATENT, COPYRIGHT

If this Agreement results in any work or materials, including but not limited to discovery by or invention, writing, data or document developed by the Consultant in the course of or under this Agreement, that is or may be copyrightable or patentable, the Consultant may retain the entire right, title, and interest therein (patent or copyright as the case may be). With respect to any such patent or copyright interest, the City shall have a royalty-free, nonexclusive, irrevocable and paid-up license to reproduce, publish or otherwise use and to authorize others to use for governmental purposes any such work or materials.

28. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.

29. EXHIBITS INCORPORATED

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

30. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties relative to the matters contained herein. There are no understandings, agreements, conditions, representations, warranties or promises, whether oral or written, with respect to this Agreement, except those contained in or referred to in this Agreement. This Agreement supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.



31. AMENDMENT

This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modification cannot be waived and any attempted waiver shall be void.

32. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

33. WAIVER

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter. Waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

34. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall continue to be in full force and effect. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions invalid, illegal or unenforceable.

35. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if (1) personally delivered, (2) delivered via email, or (3) enclosed in a properly addressed envelope, postage prepaid, and deposited in a United States Post Office for delivery addressed to the parties as follows:

City: City of Greenfield
City Manager
P.O. Box 127
599 El Camino Real
Greenfield, CA 93927

Consultant: Steven G. Tanaka, PE
Wallace Group
612 Clarion Ct.
San Luis Obispo, CA 93401



Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

36. NOTICE TO PROCEED, PROGRESS, COMPLETION

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

37. INDEPENDENT INVESTIGATION

The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

38. CONSTRUCTION AND INTERPRETATION

Consultant and City agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

39. MISTAKE OF FACT

Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

40. GOVERNING LAW

The City and Consultant agree that the laws of the State of California shall govern this Agreement. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Monterey, federal diversity jurisdiction being expressly waived.

41. AUTHORITY TO EXECUTE

The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and



further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first above written.

CITY OF GREENFIELD

WALLACE GROUP

By: _____
Susan A. Stanton, ICMA-CM
City Manager

By: _____
Steven G. Tanaka, PE
Principal Civil Engineer

Approved as to form:

By: _____
Bradley W. Sullivan
City Attorney

Attest:

By: _____
Ann Rathbun
City Clerk



**CERTIFICATE OF COMPLIANCE
WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)

WALLACE GROUP

Steven G. Tanaka, PE
Principal Civil Engineer



EXHIBIT A
Scope of Work



EXHIBIT A – SCOPE OF WORK WATER SYSTEM MASTER PLAN AND WASTEWATER SYSTEM MASTER PLAN

Task 1. Project Management and Meetings

Task 1.1 Project Management

This Task includes day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, Client coordination, monthly status updates, and other related project management activities.

Task 1.2 QA/QC

Wallace Group will provide in-house quality assurance and quality control (QA/QC) at the various milestone stages. The QA/QC will be conducted by Wallace Group senior or principal engineers.

Task 1.3 Kick off Meeting

We will coordinate and attend a single kick-off meeting for both master plans with key Team members and City staff. We will prepare the meeting agenda and minutes for this meeting. This meeting will focus on scope of work, schedule, deliverables, and other components of the project so that the project direction is agreed upon by the Team members in advance. We will request that any items that may be of importance for the completion of the report be provided to us at the time of the kick-off meeting. We will provide the City with a preliminary list of information needed prior to the kick-off meeting. Following the kick-off meeting we will tour the City's water and wastewater facilities to gain a better understanding of the two systems, discuss options, and ensure that the Team understands any constraints.

Task 1.4 Other Project Meetings

The following is a list of other project meetings for both the water and wastewater master plans. The meetings will be joint meetings to discuss both the water and wastewater master plans at the same meeting.

- We will attend one meeting following our Preliminary Findings Memorandum. This meeting will focus on our assumptions and the design criteria to be used to develop the water and sewer models.
- We will attend one Workshop with City Staff following submittal of both Draft Master Plans. City Staff may include Council members, Operations personnel, Fire Department personnel, and others that City Staff may feel appropriate to attend.



- We will attend one City Council meeting to present the final water and wastewater master plan work products.

Task 2.0 Water Master Plan

Task 2.1 Review Existing Information

Wallace Group will obtain and review documents that will provide an understanding of the City's current water operations. City staff will provide the needed population projections based on City land use and zoning, General Plan and other planning information. This information will allow Wallace Group to then project future water demands based on this information provided by the City. If the City has additional information on specific land use categories, including commercial use square footages, breakdown of industrial uses, data on school enrollment/population, this is also helpful in allowing Wallace Group to refine water demand projections. We will work closely with the City as we develop and gather this information.

Task 2.2 Preliminary Findings Memorandum

Wallace Group will prepare a description and general inventory of the water, storage and distribution system based on review of plans, reports, studies and other City records, visits with staff and field inspections. We will visit and document accessible existing facilities and prepare an accurate, up-to-date description of the system (see kick off meeting task above). We will document all parts of the existing water supply, storage and distribution system, including facilities, condition of equipment and system components, processes, and hydraulic requirements for existing water sources (water supply wells), reservoirs/storage tanks, booster pump stations, pressure zones, and distribution/transmission pipelines; document capital improvements and system expansions completed over the past 10-20 years, based on record drawings and other detailed information provided by City staff; and document compliance requirements for the City's operating permit issued by the State Department of Health Services.

As part of this Task, Wallace Group will document existing water flows and projections of future requirements for water demand, based on historical water consumption and population, land use, and economic growth projections (provided by the City). Projection of water distribution demands shall be for the 10 year and 20 year planning horizons. Wallace Group will review future water system demands in light of the Governor's recent drought declaration and mandatory water conservation requirements. Wallace Group will review and update water system design criteria in light of new or changed requirements and regulations (particularly State Division of Drinking Water (formerly CDPH) requirements, fire flow requirements, hydrant spacing, valve spacing, pipeline velocities and headlosses, minimum fire flow residual pressure, overall water system pressures (high and low), minimum pipe diameters, dead-end mains, etc. These criteria will be the basis of our evaluation of the hydraulic performance of the City's water system components.

The design criteria identified will be documented in the Master Plan, and summarized in the Preliminary Findings Memorandum to be reviewed and approved by the City prior to hydraulic model/evaluation.



Task 2.3 Prepare Water Master Plan Report

Upon approval of the Preliminary Findings Memorandum, Wallace Group will prepare the Water Master Plan. Wallace Group will prepare a Draft, Draft-Final for City Council approval and a Final Report. The Water Master Plan will incorporate the following tasks:

Task 2.3.1 Water Model Development and Calibration

Wallace Group will utilize present and future water demand information to model and determine water distribution system improvements including upsizing pipe sizes, addition of new water mains to transport flows through the system within appropriate pressure levels to all areas within the system. Wallace Group will develop the City's water model using Bentley WaterCAD v8i software. The model will be created from the City-provided updated GIS database, manually updated to reflect current system conditions provided by City operations staff. Elevation contours for the purposes of water model development will be based on available Monterey County elevation data coupled with Google Earth elevations. We will populate water demands in the model based on City-provided billing addresses and land use/zoning designations. Hydraulic modeling and system evaluation will be based on the updated design criteria formulated in Task 2.2.

As part of the calibration process, Wallace Group will work with City staff to identify locations to conduct fire flow testing, which will be used to calibrate the water model. City operations staff will conduct the fire flow tests under the guidance of Wallace Group. We request during the fire flow tests that wells and booster stations be turned off unless necessary to operate the system. It is estimated that approximately 5 fire flow tests will be required throughout the single pressure zone. The City will need to provide a minimum of two operators to conduct the fire flow testing. The city staff will need to operate the fire hydrants and provide Wallace Group with information about the conditions of the distribution system at the time of the fire flow testing (i.e. tank levels, pump status). Fire flow testing will take one field day or less to complete.

We will utilize the fire flow data to calibrate the water model to existing conditions, which will then be used to evaluate the water distribution system for average day demand with tanks full, peak hour demand with tanks $\frac{1}{2}$ full, and fire flow conditions with tanks $\frac{3}{4}$ full. We will also use the water model to evaluate the City's water distribution system under future build-out conditions under the same demand conditions.

Task 2.3.2 Water Storage Evaluation

Wallace Group will identify current water reservoir storage requirements for operational (peak demand), emergency, and fire storage. Wallace Group will coordinate with the City, the City Fire Department (if required), and use the current Uniform Fire Code to ascertain, update and confirm fire flow requirements throughout the service area.



Task 2.3.3 Develop Capital Improvement Program

Wallace Group will evaluate the existing Water Distribution System and identify hydraulic deficiencies with maintenance and mitigation recommendations and identify the discrete system improvements needed to correct the deficiencies based upon Master Plan projected growth, and system design criteria. We will identify capital improvements to water supply, including potential need and timing for any additional reservoirs, pump stations, expanded waterline capacity, and recommendations for improvements to the existing SCADA systems. We will prepare a map of the water system and summary tables indicating the locations, functional data (size, capacity, material, etc.), estimated costs and implementation timeframes of the improvements proposed for inclusion in the capital improvement plan. We will prepare a short and long term capital improvement plan to address identified deficiencies including prioritization, alternatives, analysis, and schedule. This CIP will include a 5-year CIP for the purposes of subsequent water rate studies to be conducted by the City. Schedule and timing for projects identified for future build-out will be based on water demand-based “triggers” corresponding to projected growth and population forecasts provided by the City.

Task 2.3.4 Staff Recommendations

Wallace Group will provide recommendations for staffing and organizational structure for operation and maintenance of the system. We will provide suggestions for improvements to the City’s general approach to operation of the system.

Task 2.3.5 Regulatory Update

Wallace Group will identify present and future regulatory concerns for the water treatment facilities and distribution system.

Task 3.0 Wastewater System Master Plan

Task 3.1 Review Existing Information

Wallace Group will develop an information database from existing planning reports, documents, maps, existing system flows, and population growth projections. We will review City wastewater data, maintenance records, and meet with City staff to identify areas of concern (high maintenance areas, or HMAs) regarding sewer mains (both gravity and force) and lift stations.

Task 3.2 Preliminary Findings Memorandum

Wallace Group will prepare a description and general inventory of the sanitary sewer system based on review of plans, reports, studies and other City records, visits with staff and field inspections. We will visit and document accessible existing facilities and prepare an accurate, up-to-date description of the system (see kick off meeting task above). We will include existing collection, pumping, and treatment system, including facilities, conditions, and processes; document existing wastewater treatment plant design conditions and criteria; document capital improvements and system expansions completed over the past 10-20 years based on record drawings and other detailed information provided by City staff;



and document compliance requirements for California Regional Water Quality Control Board, Central Coast Region, Waste Discharge Requirements Order No. R-3-2002-0062.

- **Sewer Manhole Surveys.** Survey of critical missing manhole rims and inverts is excluded from this Exhibit A scope of work. The exact number of manholes will need to be determined as part of Wallace Group's detailed review of existing GIS data. After detailed review of the existing GIS database, and assessing missing sewer manhole invert data, we will provide the City with an estimate of required manholes to be surveyed. Our survey daily rate will be based on the City providing traffic control during the manhole dipping efforts. As the level of effort to survey manholes cannot be accurately assessed at this time, the sewer manhole survey work will need to be performed as additional services outside of these base scope services described herein.

Task 3.3 Prepare Wastewater Master Plan Report

Upon approval of the Preliminary Findings Memorandum, Wallace Group will prepare the Wastewater Master Plan. Wallace Group will prepare a Draft, Draft-Final for City Council approval and a Final Report. The Wastewater Master Plan will incorporate the following tasks:

Task 3.3.1 Sewer Model Development and Calibration

Wallace Group will model and evaluate the existing sewer collection system to determine areas of deficiency including proper design flows and cavitation at lift stations. We will document existing wastewater flows and projections of future requirements; based on historical wastewater consumption and population, land use, and economic growth projections, quantify sanitary flow and wastewater demand requirements; use infiltration/inflow characteristics from the existing system and accepted values for new construction, groundwater infiltration, and rainfall flow factors to develop infiltration/inflow values and wastewater demands for future requirements. Wallace Group will review "hot spots" or high maintenance areas (HMAs) with City staff, and including prior SSO reports, and collectively (with City staff) recommend specific areas for CCTV video by the City. Wallace Group will review up to five CCTV videos of HMAs, and incorporate findings into the Master Plan Report. We will also provide general recommendations for FOG program requirements, cross-referencing to the City's existing SSMP.

Wallace Group will review future wastewater flow projections based on current flow data and population estimates provided by the City, and in light of the Governor's recent drought declaration and mandatory water conservation requirements. The evaluation will include consideration of potential reduced per capita wastewater flows in conjunction with more concentrated organic loading resulting from such reduced wastewater flows. We will update and recommend collection system design criteria including minimum slope requirements, sewer line sizing/capacity based on d/D (flow depth to diameter) criteria, and sewer manhole spacing. The hydraulic d/D criteria will be used as a basis of evaluating existing and future gravity collection system capacity.

We will build the collection system model using MWHSoft® InfoSWMM sewer modeling program, Suite 7.0 Service Pack1 Update 9, to evaluate existing and future collection system conditions. We will model the collection system under dry weather and an assumed wet weather (based on WWTP flow meter records) condition for the existing and future loadings. We will only model the trunk system, typically 8-



inch sewer mains and larger. There may be a few exceptions to this upon further review of the existing collection system. Many 8-inch collector mains serving small developments that do not have future expansion potential will not be modeled. In addition, 6-inch trunk mains that collect or carry a reasonable amount of existing or future wastewater will be evaluated in the collection system model. We will provide a hard and electronic copy of the sewer model with instructions and explanations on the files at the end of the project.

We will use population and land use density information from the City's General Plan, billing address data, and previous wastewater flow estimates, to populate wastewater flows into the model. We will provide the findings of this information in the Preliminary Findings Memorandum. Once we receive concurrence from the City of the flow estimates, we will proceed with the collection system modeling and preparation of the Master Plan.

Wallace Group will work with Utility Systems, Science and Software, Inc. (US³) to conduct sewer flow monitoring for a four-week period in three different locations within the City's collection system for dry weather flow monitoring only. These three locations will monitor flows at or near the furthest downstream manhole to three different sewer collection system tributary areas. US³ will provide Wallace Group access to the web-based data to evaluate the wastewater flow from the various locations at any time throughout the duration of the monitoring. We will analyze the flows, determine the diurnal peaks, and prepare a memorandum summarizing our findings for the City. It is requested that the City assist US³ with traffic control in locations of high traffic volume.

Wallace Group will utilize the calibrated model and present and future flow information to determine the quantity and required pipe sizes to transport flows through the system without excessive surcharge or overflow based on the design criteria established in Task 3.2.

Task 3.3.2 Lift Station Evaluation

Wallace Group will inspect all pump stations; inventory capabilities of each facility; and collect relevant as-built plans, maintenance records, pump curves, and run logs. Inspection of the existing lift stations will be limited to visual observation of overall conditions of the lift station pumps, wet well and visible piping. Detailed mechanical review of the physical condition of existing pumps will not be provided. The review of each lift station will include analyzing pump cycle/run times based on actual pump run time data in conjunction with pump curves, corresponding force main velocities and headloss considerations, age and general condition of lift station and estimated useful life, reviewing existing lift stations relative to requirements for maintenance and confined space entry (such as existing Smith & Loveless package lift stations), review maintenance logs and other related documentation. We will request the City to conduct a pump down test to confirm lift station flow capabilities and compare against actual pump curves.

Task 3.3.3 Manhole Inspection

During the kickoff meeting and site tour, Wallace Group will evaluate the condition of up to 5 typical problem area manholes identified by the City Staff. Wallace Group will develop general recommendations for sewer manhole rehabilitation, coating and/or replacement based on these observations, and make recommendations for on-going inspection of sewer manholes by City staff.



Budgetary level costs will be included in the wastewater master plan as part of the recommended capital improvement program (CIP).

Task 3.3.4 Wastewater Treatment Plant Analysis

Wallace Group will analyze Wastewater Treatment Plant Capacity Requirements. We will utilize present and future flow information to determine capacity requirements to meet future needs and identify capital and system improvements and expansions to meet future wastewater flow demands and needs. This is not intended to be a comprehensive Wastewater Treatment Master Plan, but shall address treatment capacity, general condition of the existing WWTP, identification of general deficiencies in plant configuration and operations, and general recommendations, considering the current operating permit conditions, as well as a recommended scope for resolving general deficiencies and increasing capacities as needed to support the City for the next 20 years. It should be noted that Wallace Group, in conjunction with Kennedy/Jenks Consultants, provided a detailed assessment of the WWTP in 2012/2013. We will build upon the work already completed, the 2013 report entitled "City of Greenfield Wastewater Treatment Plant Evaluation", and update this Report based on prior work completed since publication of this referenced report, including:

- Update to State Board WWTP Re-Classification (from Class 3 to Class 2 plant);
- Current status of oxidation pond aeration improvements, currently under design by Wallace Group.
- Updates to regulatory status with the Regional Water Quality Control Board, including recent correspondence with Tom Kukol, Region 3 RWQCB, and Nicki Fowler, Monterey County Environmental Health Department.
- Near-term WWTP improvements needed to support the 2.0 mgd design capacity that will be achieved when the 90 HP aeration project is completed. These recommendations will include improvements to sludge digestion, handling and drying; stormwater management practices on the WWTP premises; headworks improvements; facility/laboratory building upgrades.
- Long-term wastewater treatment considerations including general recommendations for the WWTP for wastewater flows beyond 2 mgd and through the 20-year planning horizon.

Task 3.3.5 Develop Capital Improvement Program

Using data collected during Research and Field Investigations, Wallace Group will develop a Wastewater Capital Improvement Program recommending improvements necessary to maintain a desired level of service for the City's wastewater assets such as mainlines, manholes, and lift pump stations. The CIP will include the following:

A. Condition Assessment

- a. Identify the condition, useful life, and value of the existing wastewater collection system assets.
- b. Establish the asset values and recommended year-to-year replacement costs of aging infrastructure. The remaining useful life of assets shall be assessed by the Consultant using projected-useful-life tables, decay curves, or recent condition assessment studies.



B. Recommended Improvements

- a. Identify needed and recommended improvements to collection pipeline system, lift stations, SCADA, and wastewater treatment plant; identify estimated construction costs for each capital improvement project; and develop estimated timeline for design and construction of required capital improvement projects.
- b. Create prioritization criteria to utilize when prioritizing recommended improvements. Criteria should account for:
 - i. How critical the facility is to system operations (i.e., ramifications of failure).
 - ii. Cost of facility failure (including social and environmental costs in addition to hard costs of repairs).
 - iii. Risk of failure based on condition of facility.
- c. Estimate design and construction costs associated with all recommended improvements or improvement programs.
- d. Prioritized recommended improvements and improvement programs through 2035, with a detailed focus on near term (2020) critical projects. Projects shall be recommended within a realistic annual program based on the City's annual budget. Prioritization of projects identified for future development will be based on wastewater flow/capacity-based "triggers" corresponding to projected growth and population forecasts provided by the City.

Task 3.3.6 Staffing Recommendations

Wallace Group will provide recommendations for improvements to the organizational structure of the Wastewater Treatment and Collection System staff, including suggestions for improvements to the City's general approach to operation of the system. Wallace Group will build upon prior work conducted for the City related to wastewater system staffing needs and requirements based on State of California Operator Certification requirements.

Task 3.3.7 Regulatory Update

Wallace Group will identify present and future regulatory concerns for the treatment facilities and sewer collection system.

Deliverables. Deliverables for both master plans will be as follows:

- Preliminary Findings Memoranda. We will prepare separate preliminary findings memoranda for the water and wastewater master plans, respectively. The memoranda will summarize population growth projections provided by the City, key design criteria and water/wastewater demands to be used for system hydraulic modeling.



- Draft Reports. We will prepare draft water and wastewater master plan reports summarizing all aspects of these two master plans. The findings and recommendations will incorporate City comments received during development of the master planning efforts.
- Draft-Final Reports. We will prepare Draft Final Water and Wastewater Master Plans summarizing all aspects of the master planning efforts. We will include executive summaries and include appendices of pertinent information to each master plan. Upon final review and comments from the City, we will prepare Final Master Plan Reports ready to be submitted to the City Council.
- Wallace Group Deliverables: Three (3) hard copies and one (1) PDF: Preliminary Findings Memoranda; Draft Master Plans, Draft Final Master Plans, and Final Master Plans.

To be provided by the City:

- GIS Database. The City will provide the existing GIS databases for the water and wastewater systems, including Atlas Map updates of current/existing known facility improvements.
- Record Drawings. The City will provide as much information as possible, as to existing infrastructure. This information needs to be provided early on, as we begin water/sewer system model development.
- Fire Flow Testing. The City will provide operations staff to conduct fire flow tests for model calibration.
- Existing and future population projections. The City will provide such existing and future population projections. As this sets the stage for all master plan future considerations, this must be completed up front and early on, and must be “cast in stone” once completed. Any changes to future growth projections can significantly impact master plan development and corresponding costs.
- Traffic Control. The City will provide traffic control assistance during survey of manholes, and collection system flow metering.

Excluded

- **CCTV Videotaping**. We recommend that the City contract directly for CCTV services, thus avoiding additional costs and consultant markup.
- **Population and Land Use Projections: The City will provide existing and future population projections**. This sets the stage for all master plan future considerations. This must be completed up front and early on, and must be “cast in stone” once completed. Any changes to future growth projections can significantly impact master plan development and corresponding costs.
- ~~**Sewer Manhole Surveying**. The surveying of sewer manhole rims and inverts is not included in this scope of work. Once the level of effort is identified for sewer manhole surveying, Wallace Group can provide these services under amendment to this Exhibit A Scope of Work.~~
- **Update Atlas Maps**. Updating water and sewer Atlas maps is excluded from this scope of work.
- **Water and Wastewater System Impact Fees**: -We recommend that the City address impact fees for the land use categories listed, through updated rate studies for the water and sewer funds. Wallace Group will prepare the corresponding capital improvement programs for the 10-year and 20-year planning horizons, and also for a 5-year horizon which is traditionally the “planning period” for utility rate studies. Once the City adopts the master plans, we would recommend



that updated rate studies be prepared, building upon those recent rate studies prepared by NBS Consultants in 2011.



EXHIBIT B
Compensation and Method of Payment

1. **Total Contract Amount.** City hereby agrees to pay Consultant a not-to-exceed amount of ONE-HUNDRED-FORTY-THREE-THOUSAND-FIVE-HUNDRED-AND-NO/100-DOLLARS (\$143,500.00) for the Base Services as identified in Exhibit A, including reimbursable expenses, based on the following cost allocation by task. Consultant shall not invoice City for work that exceeds this not-to-exceed amount unless this Agreement is modified by a properly executed change order or amendment prior to the time any such additional expense or cost is incurred by Consultant.

[Insert cost loaded task listing]

2. **Hourly Rates.** Fees for work performed by Consultant on an hourly basis shall not exceed the following hourly rates:

[Insert hourly rate schedule]



EXHIBIT C
Listing of Subcontractors and Key Personnel

Steven G. Tanaka, PE – Project Manager
Robert S. Miller, PE – QA/QA/Principal-in-Charge
Kari E. Wagner, PE – Task Manager, Water System Master Plan
Valerie Huff, PE – Task Manager, Wastewater Collection System Master Plan
Jeff LeNay, GIS Specialist – GIS Support
Bill Callahan – Sewer System SSMP and FOG Support



EXHIBIT D
Items Provided by City

1. GIS Database: Existing GIS databases for the water and wastewater systems, including Atlas Map updates of current/existing known facility improvements.
2. Record Drawings: Provide information as to existing infrastructure. This information needs to be provided early on as the Consultant begins water/sewer system model development.
3. Fire Flow Testing: Provide operations staff to conduct fire flow tests for model calibration.
4. Existing and Future Population Projections: Provide existing and future population projections. As this sets the stage for all master plan future considerations, this must be completed up front and early on, and must be “cast in stone” once completed. Any changes to future growth projections can significantly impact master plan development and corresponding costs.
5. Traffic Control: Provide traffic control assistance during survey of manholes and collection system flow metering.



EXHIBIT E **Insurance Requirements**

Consultant shall procure and maintain for the duration of the contract and for two years thereafter 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 the Consultant, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Builder's Risk (for construction contracts only) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. Surety Bonds as described below (for construction contracts only).
6. Professional Liability (Errors and Omissions), appropriate to the Consultant's profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. Consultants' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (for construction contracts only) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.



Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and authorized volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and authorized volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and authorized volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Builder's Risk (Course of Construction) Insurance (for construction contracts only)

Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.



Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date or start of work date, the Consultant must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Consultants Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Consultants Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, provided such waiver of subrogation endorsement is commercially available, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to



require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subconsultants

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds (for construction contracts only)

Consultant shall provide the following Surety Bonds or Guarantees:

1. Bid Guarantee – Equal to five percent (5%) of the proposed contract amount in form of bid bond, certified check, or other negotiable instrument as assurance that the bidder shall, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.
2. Performance Bond – Equal to 100 percent of the contract amount executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract.
3. Payment Bond – Equal to 100 percent of the contract amount executed in connection with the contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for under such contract.
4. Maintenance Bond – Equal to ten percent (10%) of the contract amount executed in connection with the contract to maintain and keep in good repair for a period of two years the improvements provided for under such contract. If the Performance Bond or other warranty provides for a two year or longer warranty period for any item or improvement, a separate Maintenance Bond is not required for any such item or improvement.

Any bonds provided under this Agreement shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



EXHIBIT F
CDBG and Federal Contract Requirements

1. Sufficiency of Funds and Termination

- A. The City may terminate this Agreement at any time for cause by giving at least fourteen (14) days written notice to the Contractor. Cause shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, upon the request of the Department of Housing and Community Development (“HCD”), or withdrawal of HCD’s expenditure authority.
- B. This Agreement is valid and enforceable only if sufficient current funds are made available to HCD by the United States Government for the Federal Fiscal Year. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. If Congress does not appropriate sufficient funds for the program, the City may amend this Agreement to reflect any reduction in funds, or it may terminate this Agreement by giving fourteen (14) days written notice to the Contractor.

2. Uniform Administrative Requirements

The Contractor and Subcontractors shall comply with the policies, guidelines and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth in Section 570.502.

3. Equal Opportunity Requirements and Responsibilities

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promotes fair housing.
- C. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability



or age in a program or activity which does not directly benefit from such assistance.

- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.
- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.



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- J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246 (as amended by Executive Order 11375):** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.
4. **The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3)**
- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12



U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to



Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

5. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

6. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Compliance with State and Federal Laws and Regulations

- A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the City, its contractors or subcontractors, and the grant activity, as well as any other State provisions as set forth herein.
- B. The Grantee agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the grant activity(ies), and with any other federal provisions as set forth herein.

8. Audit

Contractor agrees that the City, HCD, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is otherwise required under this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

9. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant



for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

10. Antitrust Claims

The Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion



of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

11. **Child Support Compliance Act**

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. **Priority Hiring Considerations**

If this Agreement includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

13. **Federal Labor Standards Provisions**

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. Copeland "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, *gift*, gratuity, thing of value, or compensation of any kind. The act also



provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Contractor shall maintain documentation that demonstrates compliance with the foregoing hour and wage requirements. Such documentation shall be made available to the City or the Department for review upon request.

14. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Contractor shall ensure that the requirements of California Labor Code(LC),Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction contract"). Where the construction contract will be between the City and a licensed building contractor, the City shall serve as the "awarding body" as that term is defined in the Labor Code. Where the City will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the City may require a certification from the awarding body that prevailing wages have been or will be paid.

15. Lead Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the City with assistance provided under the CDBG Grant shall be made



subject to the provisions for the elimination or mitigation of lead-based paint hazards under these regulations. The City shall be responsible for the notifications, inspections, and clearance certifications required under these regulations.

16. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter.

17. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

18. Anti-Job Pirating Certification

Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

19. Anti-Lobbying Certification

This anti-lobbying certification clause is required for inclusion in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an



employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

20. Bonus or Commission, Prohibition Against Payments of

The funds or assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the City's approval of the Application for such assistance or the award of this contract; or,
- B. The City's approval of the Applications for additional assistance or the award of additional contracts or change orders; or,
- C. Any other approval or concurrence of the City required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as CDBG program costs.

21. Contractors

- A. The City shall not enter into any agreement, written or oral, with any contractor without the prior determination that the contractor is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Contractors are defined as program operators or construction contractors who are procured competitively.
- B. An agreement between the City and any contractor shall require:
 - 1. Compliance with the applicable State and federal requirements described in this Agreement, which pertain to, among other things, labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.



2. Maintenance of at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.
 3. Maintenance, if so required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.
 4. Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit F.
- C. Contractors shall:
1. Perform the grant activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
 2. Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.
- D. Contractors shall comply with the requirements of the Drug-Free Workplace Act of 1988 and shall:
1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
 2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
 3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within (5) five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
 4. Notify the City within 10 (ten) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.



5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

22. Periodic Reporting Requirements

During the term of this Agreement, the City must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of HCD. The Contractor shall provide information and documentation to the City, when and as requested, to enable to the City to fulfill these reporting requirements.

- A. Semi-Annual Financial and Accomplishment Report: Submit by January 31 and July 31.
- B. Annual Grantee Performance Report (GPR): Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- C. Annual Section 3 Reports: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- D. Annual Minority Owned Business/Women Owned Business (MBE/WBE) Report: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State fiscal year.
- E. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.

23. Access

Access by the City, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor or any subcontractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i) (10).

24. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a



community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said act.

- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

25. Debarment

The Consultant, and each of its subcontractors, shall certify that its organization, its affiliates, and any other principal person working or providing services under this Agreement have not been disbarred or suspended from participation in a transaction or conducting business with any Federal agency.

26. Procurement

The City will comply with the procurement provisions in 24 CFR 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, local and federally recognized Indian tribal governments. A summary of the applicable provisions, requirements, and contracting procedures of 24 CFR 85.36 is set forth in Exhibit G of this Agreement. The City and Contractor shall comply with all applicable provisions of 24 CFR 85.36 regardless of whether they are set forth, summarized, or otherwise referenced in Exhibit G or elsewhere in this Agreement.



EXHIBIT G

Federal Procurement Requirements

24 CFR Part 85 sets forth federal administrative requirements that apply to local projects funded by federal grants to state and local governments. Those requirements apply to this Agreement and the procurement that is the subject hereof. The City's procurement procedures reflect applicable State and local laws and regulations, and conform to applicable Federal law and the standards identified in 24 CFR 85.36. Pursuant thereto, the City and Contractor shall comply with all administrative procedures set forth therein, including but not limited to the following:

1. Contractors are encouraged to consider use of Federal and excess and surplus property in lieu of purchasing new equipment whenever such use is feasible and reduces project costs.
2. The use of value engineering for capital projects is encouraged in all procurements to offer reasonable opportunities for cost reductions.
3. Contract award will only be made to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
4. The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims.
5. If a party protests any action by the City in its procurement procedure, the protestor must exhaust all administrative remedies with the City before pursuing a protest with the appropriate Federal agency. Reviews of protests by the Federal agency are limited to:
 - A. Violations of Federal law or regulations and the standards of § 85.36 (violations of State or local law will be under the jurisdiction of State or local authorities) and
 - B. Violations of the City's protest procedures for failure to review a complaint or protest.
6. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 85.36.
7. The City conducts procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in § 85.36 preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an



appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

8. Allowable procurement methods include the following:
 - A. Procurement by “small purchase procedures” may be used for procurements that do not exceed \$100,000. Price or rate quotations must be received from an adequate number of qualified sources.
 - B. Procurement by “sealed bid” (formal advertising) is the preferred method for procuring construction. Bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the lowest responsive and responsible bidder.
 - C. Procurement by “competitive proposals” will be used for qualifications-based procurements of professional services. Contract award is to the responsible firm whose proposal is most advantageous to the City, with price and other factors considered. For procurement of architectural/engineering (A/E) professional services, contract award is to the most qualified competitor, subject to negotiation of fair and reasonable compensation. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services.
9. A Time and Materials Contract can be used only after a determination that no other contract is suitable. Any such contract shall have a not-to-exceed ceiling price that the contractor exceeds at its own risk.
10. The City desires to take all necessary affirmative steps to ensure that minority firms, women’s business enterprises, and labor surplus area firms are used whenever possible. The City and the Contractor, if subcontracts are to be let, shall take the following affirmative steps:
 - A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
 - B. Ensure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.