

Spreckels Memorial District
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday December 4, 2019 6:30pm
 Spreckels Veterans Memorial Building, 5th & Llano, Spreckels, CA 93962

AGENDA

Agenda order may be adjusted by Chair for purposes of meeting flow and to be respectful of the time concerns of guests present.

1. CALL TO ORDER:
2. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, Ron Eastwood, Jill Kramm, Walan Chang, Jim Ryan
3. PUBLIC COMMENTS: *At this time any person may comment on any item which is not on the agenda. Please state your name and address for the record. Action will not be taken on any item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on the next agenda. Board members may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of five (5) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the Board of Directors.*
4. APPROVAL OF MINUTES:
 - a. Approve minutes of November 6, 2019 Regular Meeting.
5. BUSINESS MANAGER'S REPORT:
6. ACTION ITEMS: DISCUSSION AND POSSIBLE APPROVAL

- a. Approve Transfer of \$20,000.00 from County Fund 668 to Rabobank Checking.
 - b. Approve Agreement for the Provision of Limited Professional Services between District and Central Coast Engineers, Inc.
Project: Spreckels Memorial Park ADA Upgrade to Restrooms, Removal and Replacement of Concrete Benches and Screen Fence Reconstruction.
- 7. USE REQUESTS:
 - 8. FUNCTION RECAP:
 - 9. NEW BUSINESS:
 - a. Movies in the Park
 - b. Set meeting dates calendar year 2020.
 - c. Elect officers calendar year 2020.
 - 10. CONTINUED BUSINESS:
 - 11. REGULAR MONTHLY FACILITIES REPORTS:
 - 12. FUTURE AGENDA ITEMS:
 - 13. ADJOURN REGULAR MEETING: Next meeting Wednesday January 8, 2019 6:30 PM.

ADA COMPLIANCE

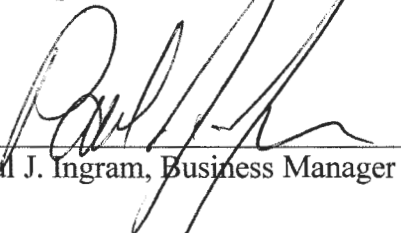
In compliance with the American Disabilities Act (ADA), disabled individuals requiring special accommodations to access, attend, or participate in District Board meetings, should contact the District Administrative Office, [831] 455-7855. To ensure that your request is granted please notify this office at least one business day prior to the scheduled public meeting.

In Compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at Spreckels Veterans Memorial Building, 5th and Llano Streets, Spreckels, CA 93962, or at the scheduled meeting. In addition, if you would like a copy of any record related to an

item on the agenda, please contact the District during normal business hours. Email requests please use spreckelsmd.main@gmail.com.

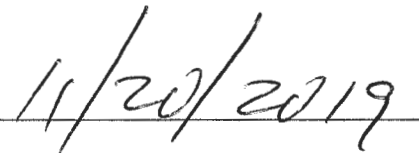
Certification

I, Paul J. Ingram, Business Manager/Board Clerk for Spreckels Memorial District, do hereby declare that the foregoing agenda was posted at least (72) hours prior to the December 4, 2019 Regular Meeting of the District Board of Directors scheduled for 6:30 pm at Spreckels Veterans Memorial Building, 5th and Llano Streets Spreckels, CA 93962



Paul J. Ingram, Business Manager

Date



11/20/2019

To download the full agenda packet, please go to www.spreckelsmd.specialdistrict.org and click on the meeting date. Click on the link to the agenda.



Spreckels Memorial District
 MINUTES OF THE REGULAR MEETING OF THE BOARD OF
 DIRECTORS

Wednesday November 6, 2019 6:30 pm

Spreckels Veterans Memorial Building, 5th & Llano, Spreckels, CA 93962

1. CALL TO ORDER:

The meeting was gaveled to order by President Magno at 6:31 pm

2. ROLL CALL & ESTABLISHMENT OF QUORUM:

Rick Magno, Ron Eastwood, Jill Kromm, Walan Chang, Jim Ryan

Present: Magno, Eastwood, Chang, Ryan

Absent: Kromm

QUORUM ESTABLISHED

3. PUBLIC COMMENTS:

4. APPROVAL OF MINUTES:

- a. SMD Regular Board Meeting October 9, 2019

Motion to approve [Eastwood] 2nd [Chang].

Ayes: Magno, Eastwood, Chang, Ryan

Noes: None

MOTION CARRIED

5. BUSINESS MANAGER'S REPORT:

- a. Financial Reports August.
1. Review of Fund Balances as of 10/31/2019
 2. Review Budget Year to Date to 10/31/2019

Director Chang requested Budget YTD report for same period previous fiscal year to compare Water expense compared to current year to check water rate increase.

3. Review of Deposits: County Fund 668 September 2019
4. Review of Deposits: Rabobank September 2019
5. Review of Rabobank Statements September 2019
6. Review of Bank Reconciliations September 2019
7. Review of Expenditures September 2019.

6. ACTION ITEMS: DISCUSSION AND POSSIBLE APPROVAL

- a. Approve Transfer of \$20,000.00 from County Fund 668 to Rabobank Checking.

Motion to approve [Chang] 2nd [Eastwood].

Ayes: Magno, Eastwood, Chang, Ryan

Noes: None

MOTION CARRIED

- b. Approve Contract for Semi-Annual Service Maintenance for Building HVAC Systems with Associated Services

Motion to approve [Eastwood] 2nd [Chang]

Ayes: Magno, Eastwood, Chang, Ryan

Noes: None

MOTION CARRIED

- c. Approve Agreement for the Provision of Limited Professional Services between District and Central Coast Engineers, Inc.
Project: Spreckels Memorial Park ADA Upgrade to Restrooms, Removal and Replacement of Concrete Benches and Screen Fence Reconstruction

Item tabled until December 4th regular meeting to allow Derrick Johnson to be present and answer questions from the board.

- d. Approve opening of Wells Fargo State/Local Government Checking Accounts for General Fund and Payroll.

Motion to approve [Chang] 2nd [Eastwood].

Ayes: Magno, Eastwood, Chang, Ryan

Noes: None

MOTION CARRIED

7. USE REQUESTS:

- | | |
|-------------------------------------|---------------|
| a. Melissa Duran | Baby Shower |
| b. CA Narcotic Officers Association | Training |
| c. Bahieh Yasin | Baby Shower |
| d. CSEA #149 | Awards Dinner |

Motion to approve [Chang] 2nd [Eastwood]

Ayes: Magno, Eastwood, Chang, Ryan

Noes: None

MOTION CARRIED

8. FUNCTION RECAP:

9. NEW BUSINESS:

Director Chang suggested a potluck dinner before the December 4th regular meeting to celebrate the upcoming holidays. Spouses and Spreckels Community Services District board members will be invited.

10. CONTINUED BUSINESS:

- a. Spreckels 4th of July Celebration 2020
- b. Tatum's Garden Possible Location in Spreckels Park.

11. REGULAR MONTHLY FACILITIES REPORTS:

- a. Review of Building/Equipment Inspection Report.
- b. Review of Park Operations and Safety Report

12. FUTURE AGENDA ITEMS:

Purchase of PA system. Replacement of stage curtain.

13. ADJOURN REGULAR MEETING: Next meeting Wednesday December 4, 2019 6:30 PM

The meeting was adjourned at 7:15 pm.

2019 Meeting Dates: January 9th, February 6th, March 6th, April 3rd, May 1st, June 5th, June 16th, August 7th, September 4th, October 2nd, November 6th, December 4th.

Respectfully submitted,

Approval Date _____

Paul J. Ingram, Business Manager

Central Coast Engineers, Inc.

P.O. Box 2503, Salinas, CA 93902

Tel (831) 757-5554, Fax (831) 757-2226

October 24, 2019

Spreckels Veterans Memorial District
P.O. Box 7266
Spreckels, CA 93962

RE: ADA Upgrade to Restrooms, Removal & Replacement of Concrete Benches
and Screen Fence Reconstruction
Spreckels Memorial Park
Spreckels, CA 93962

Dear Spreckels Veterans Memorial District Representatives,

Please find attached a copy of the proposed "An Agreement for the Provision of Limited Professional Services between Client and *Central Coast Engineers, Inc.*", for the planning department documents for "ADA Upgrade to Restrooms, Removal & Replacement of Concrete Benches and Screen Fence Reconstruction".

If you find this agreement acceptable, please sign it, initial the "Terms and Conditions", and return a copy of each along with the retainer to our office. If you have any questions regarding this matter, please feel free to contact our office at your convenience.

Yours Truly,



Derek Johnson, P.E.

Secretary

Central Coast Engineers, Inc.

**An Agreement for the Provision of Limited Professional Services
between Client and *Central Coast Engineers, Inc.***

Date: October 24, 2019

Job No. 19-101

Firm: ***Central Coast Engineers, Inc.***
P.O. Box 2503
Salinas, CA 93902

Client: Spreckels Veterans Memorial District
P.O. Box 7266
Spreckels, CA 93962

Project: ADA Upgrade to Restrooms, Removal & Replacement of Concrete Benches
and Screen Fence Reconstruction
Spreckels Memorial Park
Spreckels, CA 93962

Description: The project consists of upgrading the existing men's and women's restrooms to be more handicap accessible. The existing concrete benches are proposed to be removed and replaced with new benches similar to the existing wood benches. Remove and replace fence around picnic area.

The Scope of Services: The Firm will provide the following services:

1. Data Collection
2. Preliminary Design
3. Meeting w/ Client to discuss proposed restroom layouts finish materials, colors and fixtures.
4. Construction documents - Architectural & Structural drawings
5. Submittal to County of Monterey Building Department (Duplication costs, application fees and permit fees to be paid by client)
6. Construction support service (Including response to RFI's)

Central Coast Engineers, Inc.**Terms and Conditions****Rate Schedule**

Senior Engineer	160.00 / hour
Project Engineer	140.00 / hour
Staff Engineer	120.00/ hour
Assistant Project Engineer	100.00 / hour
Drafter I	100.00 / hour
Drafter II	80.00 / hour
Clerical	40.00 / hour

Rates subject to change.

Additional Services: Additional services will only be performed at the specific request of the client and will be charged at the appropriate rate above.

Reimbursables: Cost of reimbursable items such as prints, reproducible documents, mileage, permit fees, etc. will be charged to the Client with a 10% additional mark-up fee.

Duplication/Prints: 24"x36" sheets @ \$2.00 per sheet.

Billings/Payments: Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis ending on the 25th day of each month. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Access To Site: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.


Certifications: Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed three times the fee, nor \$120,000 (dollars). Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

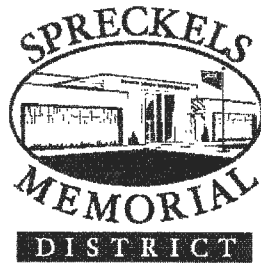
Ownership of Documents: All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Project No. 19-101
Effective 1/1/2017

Firm Initials 

Client Initials _____

Date _____



PROPOSED MEETING DATES 2020

January 8th

February 5th

March 4th

April 1st

May 6th

June 3rd

July 1st

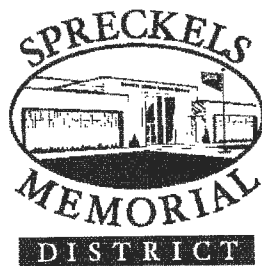
August 5th

September 2nd

October 7th

November 4th

December 2nd



ELECTION OF OFFICERS 2020

President:

Vice-President:

Secretary:

Facilities Chair: