**A G E N D A**

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, February 19, 2015
7:00 PM

---

*PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING*

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

| | |
|---|---|
| Ralph Rubio | Mayor |
| Ian N. Oglesby | Mayor Pro Tem |
| Dennis J. Alexander | Council Member |
| Alvin Edwards | Council Member |
| David R. Pacheco | Council Member |

3. **PUBLIC COMMENT**

4. **INVOCATION AND PLEDGE OF ALLEGIANCE**

5. **REVIEW OF AGENDA**

*If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).*

6. **ORAL COMMUNICATIONS**

*Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.*

7. **PUBLIC AGENCY COMMUNICATIONS**

*This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.*

8. **PRESENTATIONS**

A. **2015 JANUARY HOUSE OF THE MONTH**

**PURPOSE:** The purpose of this item is to recognize Richard & Phyllis Avila, owners of 1325 Mescal Street for beautifying and maintaining her property.

**RECOMMENDATION:** It is recommended that the Mayor present Richard & Phyllis Avila the January 2015 House of the Month award.

**B. 2015 FEBRUARY HOUSE OF THE MONTH**

**PURPOSE:** Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. Steven Cole and Edna May Barker, owners of 1076 Haviland Terrace, have been selected for the February 2015 House of the Month award.

**RECOMMENDATION:** It is recommended that the Mayor present Steven Cole and Edna May Barker the February 2015 House of the Month award.

**C. NEIGHBORHOOD IMPROVEMENT PROGRAM (NIP) COMMISSION 2014 ANNUAL REPORT**

**PURPOSE:** The purpose of this presentation is to inform the City Council of the accomplishments of the Neighborhood Improvement Program Commission (NIPC) during the 2014 calendar year.

**RECOMMENDATION:** It is recommended that the City Council accept the 2014 NIPC Report presentation from NIPC Chair Arlington LaMica.

**D. STRATEGIC PLAN PRESENTATION**

**PURPOSE:** A presentation on the new City Strategic Plan and objectives will be presented for City Council consideration.

**RECOMMENDATION:** It is recommended that the City Council receive the presentation and make comments as appropriate.

## 9. CONSENT CALENDAR

*The Consent Calendar includes routine items that can be approved with a single motion and vote. A member of the City Council or a member of the public may request that any time be pulled from the Consent Calendar for separate consideration.*

**A. APPROVE MINUTES OF FEBRUARY 5, 2015 REGULAR MEETING**

**RECOMMENDATION:** It is recommended that the minutes be reviewed and approved.

**B. APPROVE AND FILE CHECKS**

**PURPOSE:** It is requested that the City Council approve and file the accounts payable and wired payments made during the period of January 27, 2015 through February 9, 2015. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of February 5, 2015. Total Accounts Payable and Payroll for the above referenced period is $1,106,188.24.

**RECOMMENDATION:** It is recommended that the City Council approve and file the attached checks.

C. **ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2014**

**PURPOSE:** Accept and file the City of Seaside Cash and Investment Report for the quarter ended December 31, 2014.

**RECOMMENDATION:** Accept and file report.

D. **CONSIDER A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO JOHNSON ELECTRONICS FOR AN AMOUNT NOT TO EXCEED $19,582 FOR CONSTRUCTION OF SMOKE ALARM SYSTEM FOR THE SEASIDE FIRE STATION**

**PURPOSE:** The purpose of this item is for the City Council to consider awarding a construction contract to Johnson Electronics for an amount not to exceed Nineteen Thousand Five Hundred Eighty Two Dollars ($19,582) for construction of a smoke alarm system for the Seaside Fire Station.

**RECOMMENDATION:** It is recommended that the City Council adopt a resolution awarding a construction contract to Johnson Electronics for an amount not to exceed Nineteen Thousand Five Hundred Eighty Two Dollars ($19,582) for construction of a smoke alarm system for the Seaside Fire Station and authorizing the City Manager to execute the contract.

E. **CONSIDER A RESOLUTION AWARDING A CONTRACT TO SALLY SWANSON ARCHITECTS FOR AN AMOUNT NOT TO EXCEED $34,010 FOR DESIGN OF EXTERIOR ADA IMPROVEMENTS FOR THE SEASIDE BRANCH LIBRARY**

**PURPOSE:** The purpose of this item is for the City Council to consider awarding a contract to Sally Swanson Architects for an amount not to exceed Thirty Four Thousand and Ten Dollars ($34,010) for design of exterior ADA improvements to the Seaside Branch Library.

**RECOMMENDATION:** It is recommended that the City Council adopt a resolution awarding a contract to Sally Swanson Architects for an amount not to exceed Thirty Four Thousand and Ten Dollars ($34,010) for design of exterior ADA improvements of the Seaside Branch Library and authorizing the City Manager to execute the contract.

F. **STATEMENT OF CONSISTENCY OF HOUSING AUTHORITY OF THE COUNTY OF MONTEREY SIGNIFICANT AMENDMENT TO FYB 2014 ANNUAL PLAN WITH THE CITY OF SEASIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIVE-YEAR CONSOLIDATED PLAN (2010-2015)**

**PURPOSE:** The purpose of this item is for the City Council to consider adoption of a resolution finding that a significant amendment to the Housing Authority of the County of

Monterey's (HACM) Fiscal Year Beginning (FYB) 2014 Annual Plan is consistent with the City's CDBG Five-Year Consolidated Plan (2010-2015) (Consolidated Plan). A Statement of Consistency is required as part of HACM's submission of its Annual Plan to the U.S. Department of Housing and Urban Development (HUD).

**RECOMMENDATION:** It is recommended that the City Council adopt a the resolution finding the significant amendment to HACM's FYB 2014 Annual Plan to be consistent with the city's CDBG Consolidated Plan and authorizing the City Manager to execute a Statement of Consistency for submission to HUD.

G. **GRANT APPLICATION APPROVAL FOR ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT IN THE AMOUNT OF $754,395.00.**

**PURPOSE:** The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for an Assistance to Firefighters Grant Program (AFG) Staffing for Adequate Fire and Emergency Response (SAFER) grant for the hiring of three firefighters for a two year period. The requested amount is $754,395.00 and there are no matching funds from the City required, however if approved a grant management fee of 1% or $7,544.00 will be required by the City.

**RECOMMENDATION:** It is recommended that the City Council approve the submission of an application for an Assistance to Firefighters Grant Program (AFG) Staffing for Adequate Fire and Emergency Response (SAFER) grant for the hiring of three firefighters for a two year period.

H. **GRANT APPLICATION APPROVAL FOR ASSISTANCE TO FIREFIGHTERS REGIONAL GRANT FOR THE PURCHASE OF FIRE STATION ALERTING EQUIPMENT IN THE AMOUNT OF $24,443.00.**

**PURPOSE:** The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement fire station alerting equipment. The requested amount is $24,443.00 and requires a 10 percent match of City funds in the amount of $2,443.00, plus a grant management fee of $1000.00.

**RECOMMENDATION:** It is recommended that the City Council approve the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement fire station alerting equipment.

I. **GRANT APPLICATION APPROVAL FOR STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY REGIONAL EXTRICATION IMPROVEMENT PROGRAM GRANT IN THE AMOUNT OF $40,227.00.**

**PURPOSE:** The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for a State of California Office of Traffic Safety Regional Extrication Improvement Grant for the purchase of vehicle extrication equipment for the fire department. The requested amount is $40,227.00 with no matching funds required, however the City would be responsible for 10% of the grant management fees or $1500.00.

**RECOMMENDATION:** It is recommended that the City Council approve the submission of an application for a State of California Office of Traffic Safety Regional Extrication Improvement Grant for the purchase of vehicle extrication equipment for the fire department.

J. **<u>RENEWAL OF THE ANNUAL BINGO LICENSES FOR AMERICAN LEGION POST 591, V.F.W. POST 8679, AND MONTEREY PENINSULA AVENUE OF THE FLAGS</u>**

**PURPOSE:** The purpose of this item is to provide the City Council an opportunity to review the 2015 annual bingo license renewal applications from the three non-profit organizations (four licenses) that conduct bingo games in the City of Seaside.

**RECOMMENDATION:** It is recommended that the City Council approve the renewal applications for annual Bingo licenses for American Legion Post 591, 1000 Playa Ave., Seaside-Monterey Memorial V.F.W. Post 8679, 1996 Fremont Blvd., and Monterey Peninsula Avenue of Flags, 986 Hilby Ave.

K. **<u>STATEMENT OF CONSISTENCY OF HOUSING AUTHORITY OF THE COUNTY OF MONTEREY ANNUAL PLAN WITH THE CITY OF SEASIDE COMMUNITY DEVELOPMENT BLOCK GRANT(CDBG) FIVE-YEAR CONSOLIDATED PLAN (2010-2015)</u>**

**PURPOSE:** The purpose of this item is for the City Council to consider adoption of a resolution finding that the Housing Authority of the County of Monterey's (HACM) 2015 Annual Plan is consistent with the City's CDBG Five-Year Consolidated Plan (2010-2015) (Consolidated Plan). A Statement of Consistency is required as part of HACM's submission of its Annual Plan to the U.S. Department of Housing and Urban Development (HUD).

**RECOMMENDATION:** It is recommended that the City Council adopt a resolution finding HACM's 2015 Annual Plan to be consistent with the city's CDBG Consolidated Plan and authorizing the City Manager to execute a Statement of Consistency for submission to HUD

**10. <u>PUBLIC HEARING</u>**

A. **<u>ADOPTION OF ORDINANCE APPROVING TEXT AMENDMENTS TO TITLE 8 AND TILE 17 OF THE SEASIDE MUNICIPAL CODE IMPOSING A BUSINESS REGULATORY PERMIT REQUIREMENT ON TOBACCO AND/OR ELECTRONIC CIGARETTE RETAILERS, PROHIBITING THE USE OF ELECTRONIC CIGARETTES IN CERTAIN PUBLIC PLACES, MAKING FINDINGS IN SUPPORT THEREOF, AND MAKING AN ENVIRONMENTAL DETERMINATION OF EXEMPTION UNDER THE ENVIRONMENTAL QUALITY ACT (Second Reading - Roll Call Vote).</u>**

**PURPOSE:** This item has been scheduled to conduct the second reading for the adoption of a proposed Ordinance which will amend the text of Title 8 and Title 17 of the Seaside Municipal Code by imposing land use and zoning limitations on electronic cigarette retailers, tobacco retailers, vapor lounges, and the sale of drug paraphernalia and regulations related to prohibiting the smoking of electronic cigarettes in certain public places in the same manner as tobacco products.

**RECOMMENDATION:** It is recommended that the City Council adopt the proposed Ordinance amending Title 8 and Title 17 (Zoning Code) of the Seaside Municipal Code in accordance with the Text Amendments listed therein and making a finding of environmental determination of exemption under the California Environmental Quality Act.

**B. ADOPTION OF PROPOSED MINOR TEXT AMENDMENTS TO TITLE 17 OF THE SEASIDE MUNICIPAL CODE (ZONING CODE) FOR SEASIDE MUNICIPAL CODE AMENDMENT APPLICATION NO. SMA-15-01 (First Reading Roll Call Vote).**

**PURPOSE:** In accordance with Section 17.74.040.A of the Seaside Municipal Code (SMC), a public hearing is being conducted to consider the first reading of proposed minor text amendments to Title 17 of the Seaside Municipal Code fir Seaside Municipal Code Amendment Application No. SMA-15-01.

**RECOMMENDATION:** It is recommended that the City Council hold a public hearing to conduct the first reading of Seaside Municipal Code Amendment 15-01, and after considering all evidence and testimony presented, approve and pass the draft Ordinance to print for adoption at a second reading.

## 11. ADJOURN CITY COUNCIL MEETING RECONVENE TO SUCCESSOR AGENCY/CITY COUNCIL JOINT SPECIAL MEETING CONTINUED FROM 5:30 PM

**6A. 2014-2015 MID-YEAR BUDGET REPORT**

**PURPOSE:** The purpose of this item is to give the City Council and Successor Agency an opportunity to review and discuss the City of Seaside's 2014-2015 Mid-Year Budget Report in the context of the 2014-2015 Adopted Budget. In addition the City Council can consider the Proposed Mid-Year Budget Revisions for the 2014-2015 fiscal year.

**RECOMMENDATION:** It is recommended that the City Council accept and file the 2014-2015 Mid-Year Budget Report and adopt the resolution approving the 2014-2015 Mid-Year Adjustments listed on Exhibit B – Revenues and Exhibit D – Expenditures.

## 12. ADJOURN JOINT SPECIAL MEETING AND RECONVENE CITY COUNCIL REGULAR MEETING

## 13. BUSINESS ITEMS

A. **RESOLUTION ADOPTING AN AMENDMENT TO THE COMPREHENSIVE LISTING OF PERSONNEL BENEFITS FOR NON-REPRESENTED EXEMPT CONFIDENTIAL MANAGEMENT EMPLOYEES**

**PURPOSE:** The purpose of this item is to request the City Council adopt a resolution amending the comprehensive listing of personnel benefits, which sets forth the pay and benefits for the non-represented confidential exempt management employees.

**RECOMMENDATION:** It is recommended that the City Council adopt the resolution amending the comprehensive list of personnel benefits for the confidential exempt management employees.

B. **RESOLUTION ADOPTING AN AMENDMENT TO THE COMPREHENSIVE LISTING OF PERSONNEL BENEFITS FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES**

**PURPOSE:** The purpose of this item is to request the City Council adopt an amendment to the comprehensive listing of personnel benefits, which sets forth the pay and benefits of non-represented confidential employees.

**RECOMMENDATION:** It is recommended that the City Council adopt the resolution amending the comprehensive list of personnel benefits for the confidential employees.

C. **APPROVAL OF RESOLUTIONS AMENDING THE EXECUTIVE MANAGEMENT CONTRACTS FOR THE FIRE CHIEF, POLICE CHIEF, DEPUTY CITY MANAGER - RESOURCE MANAGEMENT, AND DEPUTY CITY MANAGER - ADMINISTRATIVE SERVICES**

**PURPOSE:**
The purpose of this item is to request the City Council adopt resolutions amending the executive management contracts for the Fire Chief, Police Chief, Deputy City Manager – Resource Management, and Deputy City Manager – Administrative Services, as approved in closed session.

**RECOMMENDATION:** It is recommended that the City Council adopt the resolutions authorizing amendments to the executive management contracts for the Fire Chief, Police Chief, Deputy City Manager – Resource Management, and Deputy City Manager – Administrative Services.

D. **RECEIVE AN UPDATE ON THE STATUS OF DEVELOPMENT APPLICATIONS AND CONSIDERATION OF A FIRST AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH SEASONS MANAGEMENT, LLC FOR DEVELOPMENT OF A SENIOR LIVING AND MEMORY CARE FACILITY.**

**PURPOSE:** The purpose of this item is for the City Council to receive an update on the status of and the schedule for processing applications and preparing the environmental review documents for the proposed senior living and memory care facility at the “Shopette” site at 550 Monterey Road in the former Fort Ord.

**RECOMMENDATION:** It is recommended that the City Council receive staff's presentation and approve the First Amendment to the ENA with Season's Management to extend the ENA Period from January 16, 2015 to February 19, 2016.

## 14. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

*This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.*

## 15. ADJOURNMENT

Next Regularly Scheduled Meeting:
March 5, 2015 Regular Meeting
CITY HALL
7:00 PM

---

The City of Seaside is an ADA accessible facility and is committed to include the disabled in all of its services, programs and activities. Any person who requires accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements.

The City Council Chambers is equipped with a portable microphone for anyone unable to come to the podium. Assisted listening devices are also available.

Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at: http://cvp.telvue.com/player?id=T01629&video=52314&noplaylistskin=1&width=400&height=300 Videos of past meetings are available on demand through the City's website: http://www.ci.seaside.ca.us

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 8.A.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Diana Ingersoll, Deputy City Manager Resource Management Services
Mark McClain, Building Official

**DATE:** February 19, 2015

**SUBJECT:** **2015 JANUARY HOUSE OF THE MONTH**

---

## PURPOSE

The purpose of this item is to recognize Richard & Phyllis Avila, owners of 1325 Mescal Street for beautifying and maintaining her property.

## RECOMMENDATION

It is recommended that the Mayor present Richard & Phyllis Avila the January 2015 House of the Month award.

## BACKGROUND

The Neighborhood Improvement Program Commission's goals are to encourage citizens to beautify and upgrade their properties in order to positively influence property values and create a more livable environment in the community. One of the ways that the Commission accomplishes this goal is by recognizing outstanding examples of residential property maintenance and beautification through the House of the Month Award Program. Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. Richard & Phyllis Avila, owners of 1325 Mescal Street, have been selected for the January 2015 House of the Month award.

## FISCAL IMPACT

The fiscal impact is $42.75 for the plaque from the NIPC 2014-2015 FY Budget.

## ATTACHMENTS

1. 1325 Mescal Street

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager


1325

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.B.

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Mark McClain, Building Official

**DATE:** February 19, 2015

**SUBJECT:** **2015 FEBRUARY HOUSE OF THE MONTH**

---

## PURPOSE

Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. Steven Cole and Edna May Barker, owners of 1076 Haviland Terrace, have been selected for the February 2015 House of the Month award.

## RECOMMENDATION

It is recommended that the Mayor present Steven Cole and Edna May Barker the February 2015 House of the Month award.

## BACKGROUND

The Neighborhood Improvement Program Commission's goals are to encourage citizens to beautify and upgrade their properties in order to positively influence property values and create a more livable environment in the community. One of the ways that the Commission accomplishes this goal is by recognizing outstanding examples of residential property maintenance and beautification through the House of the Month Award Program. Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. Steven Cole and Edna May Barker, owners of 1076 Haviland Terrace, have been selected for the February 2015 House of the Month award.

## FISCAL IMPACT

The fiscal impact is $42.75 for the plaque from the NIPC 2014-2015 FY Budget.

## ATTACHMENTS

**Meeting Date: February 19, 2015**

1. 1076 Haviland Terrace

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

CITY OF SEASIDE
STAFF REPORT

Item No.: 8.C.

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Mark McClain, Building Official

**DATE:** February 19, 2015

**SUBJECT:** **NEIGHBORHOOD IMPROVEMENT PROGRAM (NIP) COMMISSION 2014 ANNUAL REPORT**

---

## PURPOSE

The purpose of this presentation is to inform the City Council of the accomplishments of the Neighborhood Improvement Program Commission (NIPC) during the 2014 calendar year.

## RECOMMENDATION

It is recommended that the City Council accept the 2014 NIPC Report presentation from NIPC Chair Arlington LaMica.

## BACKGROUND

The Neighborhood Improvement Program Commission’s goals are to encourage citizens and business owners to beautify and upgrade their properties in order to positively influence property values and create a more livable environment in the community. This presentation will outline what programs the NIPC utilizes to accomplish its goals.

## FISCAL IMPACT

None

## ATTACHMENTS

---

**Meeting Date: February 19, 2015**

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

CITY OF SEASIDE
STAFF REPORT

**Item No.: 8.D.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Brian Dempsey, Fire Chief
Daphne Hodgson, Deputy City Manager Administrative Services
Diana Ingersoll, Deputy City Manager Resource Management Services
Vicki Myers, Police chief

**DATE:** February 19, 2015

**SUBJECT:** **STRATEGIC PLAN PRESENTATION**

---

## PURPOSE

A presentation on the new City Strategic Plan and objectives will be presented for City Council consideration.

## RECOMMENDATION

It is recommended that the City Council receive the presentation and make comments as appropriate.

## BACKGROUND

In 2002, the City Council adopted its first strategic plan in order to focus resources toward the accomplishment of the City's key goals. Every six months since the City Council has updated its Strategic Plan. On February 3, 2015, the City Council and the Executive Team held a Strategic Planning Session and revised and updated the Plan. The updated plan is being presented to the City Council on February 19, 2015.

The City Council reaffirmed the City's mission statement:

***The City of Seaside is dedicated to providing excellent municipal services that enhance the quality of life for our diverse community.***

And the City's vision statement:

***The City of Seaside will be a prosperous and fiscally sound, family-oriented community with a full range of housing, business, cultural and recreational opportunities in a safe and***

***attractive environment for residents and visitors.***

At the August 19, 2014 Strategic Planning session the City Council considered the elements that define the City's vision statement:

- ***Have quality retail and light industrial development:*** Main Gate, Trade and Expo Center, Seaside Resort, 26 Acres, Surplus II, Seaside East
- ***Have adequate water available Be a safe city***
- ***Have more jobs and higher paying jobs in Seaside Be a city with adequate sports facilities and youth activities***
- ***Have a "real" downtown***: (a community gathering place; a congregation of traffic with desired uses), West Broadway Urban Village, including a library, cultural center, improved appearance of commercial thoroughfares, trees, flowers, mixed use residential, commercial and retail development

The City Council reaffirmed the elements of the vision statement. In addition, the City Council reaffirmed the following three-year goals:

**THREE-YEAR GOALS**
**2014-2017 * not in priority order**

- **Provide an increasingly safe community**
- **Create vibrant, sustainable economic development**
- **Provide leadership to obtain a sufficient water supply for desired development and quality of life**
- **Develop and implement a Quality Infrastructure Improvement Program**
- **Achieve and sustain fiscal health and wellness**

For each goal, specific and measurable objectives have been established for the next six-month period. Reports on the progress being made toward accomplishing the goals will be provided to the City Council on a regular basis. These reports provide the City Council and staff an opportunity to monitor progress, as well as revise objectives and timelines as conditions warrant.

The next Strategic Planning Session for the City Council is scheduled for Wednesday, July 29, 2015, at 8:30 a.m. at the Oldemeyer Center.

## FISCAL IMPACT

There is no direct fiscal impact associated with this item.

## ATTACHMENTS

**Meeting Date: February 19, 2015**

Reviewed for Submission to the
City Council by:

________________________________
John Dunn, City Manager

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.A.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:**

**DATE:** February 19, 2015

**SUBJECT:** **APPROVE MINUTES OF FEBRUARY 5, 2015 REGULAR MEETING**

---

## PURPOSE

## RECOMMENDATION

## BACKGROUND

## FISCAL IMPACT

## ATTACHMENTS

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.B.**

| | |
|---|---|
| **TO:** | City Council |
| **FROM:** | John Dunn, City Manager |
| **BY:** | Michael Lewis, Accounts Payable |
| **DATE:** | February 19, 2015 |
| **SUBJECT:** | **APPROVE AND FILE CHECKS** |

## PURPOSE

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of January 27, 2015 through February 9, 2015. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of February 5, 2015. Total Accounts Payable and Payroll for the above referenced period is $1,106,188.24.

## RECOMMENDATION

It is recommended that the City Council approve and file the attached checks.

## BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, I hereby certify that the above referenced (and attached) list of checks conforms to the approved budget and has been paid. These checks are hereby submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding $10,000 follow:

- $786,591.58 for payroll and benefits;
- $15,554.00 to EMC Planning Group, Inc. for work related to Monterey Downs and Seaside Resort through December 31, 2014;

- $15,750.50 to the Monterey County Convention and Visitors Bureau for the Fiscal Year 2014/2015 Quarterly Visitor Services payment for January 2015 through March 2015;
- $58,381.53 to Monterey Peninsula Engineering for work related to the Lower Broadway Rehabilitation Project through December 2014;
- $12,110.00 to Pavement Engineering, Inc. for work related to the Lower Broadway Rehabilitation Project through December 2014;
- $12,145.34 to PNC Equipment Finance, LLC for the January 2015 police radios lease payment, and;
- $44,628.72 to Pacific Gas & Electric for utility service provided from December 25, 2014 through January 26, 2015.

The remaining checks, totaling $161,026.57 include payments to vendors for operating expenditures.

## FISCAL IMPACT

The listed checks have been budgeted and paid from the various funds, as appropriate.

## ATTACHMENTS

1. Council Report

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| AD CLUB | 1/29/15 | INVOICE # | GENERAL FUND | CITY MANAGER | 4,194.98 |
| | 2/04/15 | INVOICE # | GENERAL FUND | CITY MANAGER | 3,942.54 |
| | | | | TOTAL: | 8,137.52 |
| ADAM VICK | 2/04/15 | FIRE MECHANICS ACADEMY | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 15.00 |
| | | | | TOTAL: | 15.00 |
| ADVANCE WATER ENGINEERING, INC. | 1/29/15 | MONTHLY FEE- JAN '15 | POMA & DMDC FUND | POMA/DMDC | 266.25 |
| | | | | TOTAL: | 266.25 |
| ADVANCED AIR, INC. | 1/29/15 | COMMERCIAL SERVICE CALL | POMA & DMDC FUND | POMA/DMDC | 85.00 |
| | 1/29/15 | SERVICE CALL & LABOR | POMA & DMDC FUND | POMA/DMDC | 494.93 |
| | | | | TOTAL: | 579.93 |
| AIRTEC SERVICE | 1/29/15 | HUMIDITY SENSOR | GENERAL FUND | GOVERNMENT BLDGS DIV | 434.00 |
| | | | | TOTAL: | 434.00 |
| ALENA WAGREICH | 2/04/15 | Instr Pay January 2015 | GENERAL FUND | EVENTS DIV. | 250.60 |
| | | | | TOTAL: | 250.60 |
| AMERICAN LOCK & KEY | 2/04/15 | PUSH PLATE & DEAD BOLT | GENERAL FUND | POLICE DEPARTMENT | 273.88 |
| | 1/29/15 | DUP KEYS | GENERAL FUND | GOVERNMENT BLDGS DIV | 5.32 |
| | 1/29/15 | SAFE REPAIR | GENERAL FUND | COMMUNITY CTR DIV. | 271.51 |
| | | | | TOTAL: | 550.71 |
| AMERICAN PLANNING ASSOCIATION | 2/04/15 | APA MEMBERSHIP | GENERAL FUND | ECONOMIC DEVELOPMENT | 425.00 |
| | | | | TOTAL: | 425.00 |
| AMERICAN SUPPLY COMPANY | 1/29/15 | JANITORIAL SUPPLIES | GENERAL FUND | FIRE DEPARTMENT | 483.54 |
| | | | | TOTAL: | 483.54 |
| APWA - MONTEREY BAY CHAPTER | 1/29/15 | APWA MEMBERSHIP RENEWAL | GENERAL FUND | ENGINEERING DIV | 150.00 |
| | 1/29/15 | APWA MEMBERSHIP RENEWAL | GENERAL FUND | ENGINEERING DIV | 150.00 |
| | 1/29/15 | APWA MEMBERSHIP RENEWAL | GENERAL FUND | ENGINEERING DIV | 150.00 |
| | 1/29/15 | APWA MEMBERSHIP RENEWAL | HIGHWY USER'S(2105 | PUBLIC WORKS | 150.00 |
| | 1/29/15 | APWA MEMBERSHIP RENEWAL | HIGHWY USER'S(2105 | PUBLIC WORKS | 150.00 |
| | 1/29/15 | APWA MEMBERSHIP RENEWAL | HIGHWY USER'S(2105 | PUBLIC WORKS | 150.00 |
| | 1/29/15 | APWA MEMBERSHIP RENEWAL | WATER FUND | PUBLIC WORKS | 75.00 |
| | 1/29/15 | APWA MEMBERSHIP RENEWAL | SAN. DISTRICT GEN. | SANITATION DISTRICT | 75.00 |
| | | | | TOTAL: | 1,050.00 |
| AT&T | 2/04/15 | 12/12/14- 1/11/15 | MIS FUND | MIS DEPT | 91.78 |
| | 2/04/15 | 12/12/14- 1/22/15 | MIS FUND | MIS DEPT | 3,656.31 |
| | | | | TOTAL: | 3,748.09 |
| AT&T MOBILITY | 1/29/15 | 12/9- 1/8 | MIS FUND | MIS DEPT | 559.51 |
| | 1/29/15 | 12/9-1/8 | MIS FUND | MIS DEPT | 1,628.45 |
| | | | | TOTAL: | 2,187.96 |
| BELLINGER FOSTER STEINMETZ | 1/29/15 | FREMONT BLVD REFRESH | GENERAL FUND | PARKS DIV | 186.30 |
| | | | | TOTAL: | 186.30 |
| BLAKE SARDINA | 1/29/15 | TRAVEL REIMBURSEMENT | GENERAL FUND | FIRE DEPARTMENT | 527.43 |
| | | | | TOTAL: | 527.43 |
| BUREAU OF EDUCATION & RESEARCH | 1/29/15 | TINY TOTS - SEMINAR | GENERAL FUND | YOUTH & EDUCATION CTR | 235.00 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | | | | TOTAL: | 235.00 |
| BURKE, WILLIAMS & SORENSEN, LLP | 1/29/15 | INVOICE # | GENERAL FUND | CITY ATTORNEY | 1,235.25 |
| | | | | TOTAL: | 1,235.25 |
| CA. STATE DISBURSEMENT UNIT | 2/06/15 | CASE NO. | GENERAL FUND | NON-DEPARTMENTAL | 344.50 |
| | 2/06/15 | CASE NO. | GENERAL FUND | NON-DEPARTMENTAL | 428.50 |
| | 2/06/15 | CASE NO. | GENERAL FUND | NON-DEPARTMENTAL | 236.56 |
| | 2/06/15 | CASE NO. | GENERAL FUND | NON-DEPARTMENTAL | 1,499.54 |
| | 2/06/15 | CASE NO. | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 179.03 |
| | 2/06/15 | CASE NO. | SA MERGED - LMIHF | NON-DEPARTMENTAL | 95.91 |
| | | | | TOTAL: | 2,784.04 |
| CAL'S CHRYSLER DODGE JEEP RAM | 2/04/15 | VALVE, GASKET | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 110.63 |
| | | | | TOTAL: | 110.63 |
| CALIF POLICE CHIEFS ASSN | 2/04/15 | COURSE REG | GENERAL FUND | POLICE DEPARTMENT | 139.00 |
| | 2/04/15 | COURSE REG | GENERAL FUND | POLICE DEPARTMENT | 139.00 |
| | 2/04/15 | COURSE REG | GENERAL FUND | POLICE DEPARTMENT | 139.00 |
| | | | | TOTAL: | 417.00 |
| CALIFORNIA COAST UNIFORMS | 2/04/15 | THREE BALLISTIC VESTS | GENERAL FUND | POLICE DEPARTMENT | 1,950.89 |
| | 2/04/15 | BALLISTIC VEST J. LAW | GENERAL FUND | POLICE DEPARTMENT | 647.45 |
| | 2/04/15 | THREE BALLISTIC VESTS | BJA GRANT FUND | BJA GRANT | 1,950.90 |
| | 2/04/15 | BALLISTIC VEST J. LAW | BJA GRANT FUND | BJA GRANT | 647.45 |
| | | | | TOTAL: | 5,196.69 |
| CALIFORNIA JPIA | 2/04/15 | PARK & REC ACADEMY 2-5 15 | GENERAL FUND | PARKS DIV | 375.00 |
| | | | | TOTAL: | 375.00 |
| CALIFORNIA-AMERICAN WATER | 2/04/15 | 12/24/14- 1/22/15 | GENERAL FUND | GOVERNMENT BLDGS DIV | 2,943.74 |
| | 2/04/15 | 12/24/14- 1/22/15 | GENERAL FUND | PARKS DIV | 3,675.31 |
| | 2/04/15 | 12/24/14- 1/22/15 | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 625.06 |
| | 2/04/15 | 12/24/14- 1/22/15 | HIGHWY USER'S(2105 | HIGHWAY USERS | 1,428.52 |
| | 2/04/15 | 12/24/14- 1/22/15 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 28.12 |
| | 2/04/15 | 12/24/14- 1/22/15 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 222.31 |
| | 2/04/15 | 12/24/14- 1/22/15 | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 378.94 |
| | | | | TOTAL: | 9,302.00 |
| CALPERS LONG-TERM CARE PROGRAM | 2/05/15 | EMPLOYEE PREMIUM | GENERAL FUND | NON-DEPARTMENTAL | 291.74 |
| | | | | TOTAL: | 291.74 |
| CENTRAL COAST GLASS & WINDOW CO. | 2/04/15 | SAFETY GLASS | GENERAL FUND | GOVERNMENT BLDGS DIV | 309.07 |
| | | | | TOTAL: | 309.07 |
| CHEVRON AND TEXACO | 2/04/15 | FLEET CHARGES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 197.55 |
| | | | | TOTAL: | 197.55 |
| CITY OF MONTEREY | 1/29/15 | REIMBURSE OVERTIME | GENERAL FUND | POLICE DEPARTMENT | 1,382.49 |
| | 1/29/15 | BUCKET TRUCK DEC 2014 | GENERAL FUND | PARKS DIV | 3,725.12 |
| | | | | TOTAL: | 5,107.61 |
| CITY OF SEASIDE BENEFIT A | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | GENERAL FUND | NON-DEPARTMENTAL | 1,400.37 |
| | 1/28/15 | AFLAC-DEPENDANT DAY CARE | GENERAL FUND | NON-DEPARTMENTAL | 105.00 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 22.03 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | POMA & DMDC FUND | NON-DEPARTMENTAL | 51.63 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 23.59 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | STORMWATER FUND | NON-DEPARTMENTAL | 5.31 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | HS - MERGED HOUSIN | NON-DEPARTMENTAL | 5.21 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | WATER FUND | NON-DEPARTMENTAL | 30.07 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 5.31 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 15.17 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | SA FORT ORD CAPITA | NON-DEPARTMENTAL | 16.67 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | SA FT ORD - LMIHF | NON-DEPARTMENTAL | 2.10 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | SA MERGED CAPITAL | NON-DEPARTMENTAL | 15.54 |
| | 1/28/15 | FLEX-ONE BENEFIT ACCOUNT | SA MERGED - LMIHF | NON-DEPARTMENTAL | 2.10 |
| | | | | TOTAL: | 1,700.10 |
| CLEANSOURCE | 2/04/15 | MAINTANENCE SUPPLIES | GENERAL FUND | COMMUNITY CTR DIV. | 876.56 |
| | | | | TOTAL: | 876.56 |
| COMCAST BUSINESS | 1/29/15 | 1/15- 2/14 | MIS FUND | MIS DEPT | 3,245.49 |
| | | | | TOTAL: | 3,245.49 |
| COMMERCIAL TRUCK COMPANY | 2/04/15 | KT HOLDER | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 53.74 |
| | | | | TOTAL: | 53.74 |
| COMMODORE FINANCIAL | 1/29/15 | TIRE CHANGER | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 98.70 |
| | | | | TOTAL: | 98.70 |
| CORIX WATER PRODUCTS | 1/29/15 | MISC SUPPLIES | WATER FUND | PUBLIC WORKS | 170.37 |
| | 2/04/15 | STEEL LID | WATER FUND | PUBLIC WORKS | 444.96 |
| | | | | TOTAL: | 615.33 |
| COUNTY OF MONTEREY IT DEPARTMENT | 2/04/15 | NETWORK ACCESS TO 11/30 | GENERAL FUND | POLICE DEPARTMENT | 969.00 |
| | | | | TOTAL: | 969.00 |
| CREEGAN + D'ANGELO A CORP | 1/29/15 | SEASIDE SURVEYING SERVICE | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 5,005.00 |
| | | | | TOTAL: | 5,005.00 |
| CSUMB-ACCOUNTING DEPARTMENT | 1/29/15 | REG EMERG OPS CENTER | GENERAL FUND | POLICE DEPARTMENT | 2,500.00 |
| | | | | TOTAL: | 2,500.00 |
| CULLIGAN WATER CONDITIONING | 2/04/15 | WATER SERVICE | GENERAL FUND | PARKS DIV | 177.00 |
| | 2/04/15 | POMA SERVICE | POMA & DMDC FUND | POMA/DMDC | 55.00 |
| | | | | TOTAL: | 232.00 |
| DEPARTMENT OF TRANSPORTATION | 1/29/15 | SIGNALS & LIGHTING 10-12 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 1,490.60 |
| | | | | TOTAL: | 1,490.60 |
| DISCOUNT SCHOOL SUPPLY | 1/29/15 | YEC/KIDSCLB - ATS & CRFT | GENERAL FUND | YOUTH & EDUCATION CTR | 2,629.02 |
| | 1/29/15 | YEC/KIDSCLB - ATS & CRFT | GENERAL FUND | YOUTH & EDUCATION CTR | 131.17 |
| | | | | TOTAL: | 2,760.19 |
| EAN SERVICES, LLC | 2/04/15 | ENTERPRISE RENTALS | GENERAL FUND | POLICE DEPARTMENT | 115.19 |
| | 2/04/15 | ENTERPRISE RENTALS | GENERAL FUND | POLICE DEPARTMENT | 153.57 |
| | | | | TOTAL: | 268.76 |
| ELECTRICAL DISTRIBUTORS CO. | 1/29/15 | CORP YARD/SECUR CAM | GENERAL FUND | GOVERNMENT BLDGS DIV | 94.28 |
| | | | | TOTAL: | 94.28 |
| EMC PLANNING GROUP INC. | 1/29/15 | MISC INVOICES | EXPEND TRUST FUND | NON-DEPARTMENTAL | 11,847.75 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 1/29/15 | MISC INVOICES | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 3,706.25 |
| | | | | TOTAL: | 15,554.00 |
| EMERGENCY VEHICLE SPECIALIST, INC | 2/04/15 | ANTENNA CMDR VELOZ CAR | GENERAL FUND | POLICE DEPARTMENT | 89.96 |
| | | | | TOTAL: | 89.96 |
| EWING IRRIGATION PRODUCTS | 1/29/15 | MARK BLUE DYE | GENERAL FUND | PARKS DIV | 107.50 |
| | | | | TOTAL: | 107.50 |
| FEDEX | 2/04/15 | CUSTOMER PACKAGING | GENERAL FUND | FINANCE DEPARTMENT | 10.65 |
| | 1/29/15 | SHIPPING CHARGES | GENERAL FUND | POLICE DEPARTMENT | 13.01 |
| | | | | TOTAL: | 23.66 |
| FERGUSON ENTERPRISES INC #795 | 1/29/15 | PVC COUP | SAN. DISTRICT GEN. | SANITATION DISTRICT | 25.95 |
| | 2/04/15 | MISC INVOICES | SAN. DISTRICT GEN. | SANITATION DISTRICT | 75.43 |
| | 2/04/15 | MISC INVOICES | SAN. DISTRICT GEN. | SANITATION DISTRICT | 201.39 |
| | 2/04/15 | MISC INVOICES | SAN. DISTRICT GEN. | SANITATION DISTRICT | 165.05 |
| | | | | TOTAL: | 467.82 |
| FIRST ALARM | 1/29/15 | ALARM INVESTIGATIONS | GENERAL FUND | POLICE DEPARTMENT | 124.80 |
| | 1/29/15 | MISC INVOICE | GENERAL FUND | GOVERNMENT BLDGS DIV | 771.45 |
| | 1/29/15 | MISC INVOICE | GENERAL FUND | GOVERNMENT BLDGS DIV | 330.24 |
| | | | | TOTAL: | 1,226.49 |
| GAVILAN PEST CONTROL | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 75.00 |
| | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 75.00 |
| | | | | TOTAL: | 150.00 |
| GRAINGER | 1/29/15 | MISC INVOICES | HIGHWY USER'S(2105 | PUBLIC WORKS | 718.70 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 193.34 |
| | | | | TOTAL: | 912.04 |
| GRANITE ROCK COMPANY | 1/29/15 | MISC INVOICES | HIGHWY USER'S(2105 | PUBLIC WORKS | 124.94 |
| | 1/29/15 | MISC INVOICES | HIGHWY USER'S(2105 | PUBLIC WORKS | 132.08 |
| | 2/04/15 | MISC INVOICES | HIGHWY USER'S(2105 | PUBLIC WORKS | 111.33 |
| | 2/04/15 | MISC INVOICES | WATER FUND | PUBLIC WORKS | 29.69 |
| | 2/04/15 | MISC INVOICES | WATER FUND | PUBLIC WORKS | 45.35 |
| | 2/04/15 | MISC INVOICES | SAN. DISTRICT GEN. | SANITATION DISTRICT | 205.07 |
| | 2/04/15 | MISC INVOICES | SAN. DISTRICT GEN. | SANITATION DISTRICT | 448.20 |
| | | | | TOTAL: | 1,096.66 |
| GREEN LINE | 1/29/15 | VIDEO VAN | SAN. DISTRICT GEN. | SANITATION DISTRICT | 965.00 |
| | | | | TOTAL: | 965.00 |
| HEICHAHIRO TAKARABE | 2/04/15 | Instr Pay January 2015 | GENERAL FUND | EVENTS DIV. | 164.43 |
| | | | | TOTAL: | 164.43 |
| HERTZ EQUIPMENT RENTAL | 1/29/15 | RENTAL DATE | POMA & DMDC FUND | POMA/DMDC | 817.33 |
| | 1/29/15 | RENTAL & DELIVERY CHARGES | POMA & DMDC FUND | POMA/DMDC | 772.67 |
| | | | | TOTAL: | 1,590.00 |
| HOLIDAYGOO, INC. | 2/04/15 | EASTER EGGS | GENERAL FUND | COMMUNITY CTR DIV. | 1,973.90 |
| | | | | TOTAL: | 1,973.90 |
| HOME DEPOT CREDIT SERVICES | 1/29/15 | POMA SUPPLIES- DEC '14 | POMA & DMDC FUND | POMA/DMDC | 10.69 |
| | 1/29/15 | POMA SUPPLIES- DEC '14 | POMA & DMDC FUND | POMA/DMDC | 89.11 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 1/29/15 | POMA SUPPLIES- DEC '14 | POMA & DMDC FUND | POMA/DMDC | 43.27 |
| | 1/29/15 | POMA SUPPLIES- DEC '14 | POMA & DMDC FUND | POMA/DMDC | 35.18 |
| | 1/29/15 | POMA SUPPLIES- DEC '14 | POMA & DMDC FUND | POMA/DMDC | 56.29 |
| | 1/29/15 | POMA SUPPLIES- DEC '14 | POMA & DMDC FUND | POMA/DMDC | 194.71 |
| | 1/29/15 | POMA SUPPLIES- DEC '14 | POMA & DMDC FUND | POMA/DMDC | 35.74 |
| | 1/29/15 | POMA SUPPLIES- DEC '14 | POMA & DMDC FUND | POMA/DMDC | 27.93_ |
| | | | | TOTAL: | 492.92 |
| ICMA RETIREMENT TRUST-457 | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | NON-DEPARTMENTAL | 12,237.62 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | NON-DEPARTMENTAL | 2,419.27 |
| | 1/28/15 | LOAN PAYMENT | GENERAL FUND | NON-DEPARTMENTAL | 1,276.18 |
| | 1/28/15 | LOAN PAYMENT2 | GENERAL FUND | NON-DEPARTMENTAL | 2,882.06 |
| | 1/28/15 | LOAN PAYMENT3 | GENERAL FUND | NON-DEPARTMENTAL | 1,514.89 |
| | 1/28/15 | LOAN PAYMENT4 | GENERAL FUND | NON-DEPARTMENTAL | 1,496.80 |
| | 1/28/15 | LOAN PAYMENT5 | GENERAL FUND | NON-DEPARTMENTAL | 597.28 |
| | 1/28/15 | LOAN PAYMENT6 | GENERAL FUND | NON-DEPARTMENTAL | 462.48 |
| | 1/28/15 | LOAN PAYMENT 7 | GENERAL FUND | NON-DEPARTMENTAL | 92.46 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | CITY COUNCIL | 4.16 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | CITY MANAGER | 673.08 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | CITY MANAGER | 9.69 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | CITY MANAGER | 13.85 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | CITY MANAGER | 46.15 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | CITY MANAGER | 46.15 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | FINANCE DEPARTMENT | 76.92 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | FINANCE DEPARTMENT | 13.85 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | FINANCE DEPARTMENT | 71.10 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 269.25 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 337.37 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 2.83 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 108.30 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 23.08 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 48.76 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 20.48 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 46.15 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 46.15 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | POLICE DEPARTMENT | 92.30 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | FIRE DEPARTMENT | 76.92 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | FIRE DEPARTMENT | 623.16 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | FIRE DEPARTMENT | 34.62 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | FIRE DEPARTMENT | 138.45 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | RESOURCE MANAGEMENT | 7.69 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | RESOURCE MANAGEMENT | 13.85 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | BUILDING DIV | 3.85 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | BUILDING DIV | 13.85 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | BUILDING DIV | 46.15 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | PLANNING DIV | 104.07 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | PLANNING DIV | 0.17 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | PLANNING DIV | 0.17 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | PLANNING DIV | 0.68 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | PLANNING DIV | 0.21 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | PLANNING DIV | 0.30 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | PLANNING DIV | 0.55 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | ECONOMIC DEVELOPMENT | 7.69 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ECONOMIC DEVELOPMENT | 59.02 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.17 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.17 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.13 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.21 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.30 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | GOVERNMENT BLDGS DIV | 33.04 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | GOVERNMENT BLDGS DIV | 4.62 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | PARKS DIV | 7.69 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | PARKS DIV | 0.16 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | PARKS DIV | 24.80 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | PARKS DIV | 18.33 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | PARKS DIV | 7.55 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | PARKS DIV | 3.71 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | PARKS DIV | 0.60 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | PARKS DIV | 55.37 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 7.69 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 17.94 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 2.42 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 0.17 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 1.90 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 0.34 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 1.73 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 1.47 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 18.89 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 0.72 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 0.29 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | ENGINEERING DIV | 0.87 |
| | 1/28/15 | CONTRIBUTIONS | GENERAL FUND | RECREATION | 7.69 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | GENERAL FUND | RECREATION | 46.15 |
| | 1/28/15 | CONTRIBUTIONS | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 115.18- |
| | 1/28/15 | CONTRIBUTIONS | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 18.87 |
| | 1/28/15 | LOAN PAYMENT | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 17.81 |
| | 1/28/15 | LOAN PAYMENT2 | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 227.16- |
| | 1/28/15 | LOAN PAYMENT4 | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 18.20 |
| | 1/28/15 | LOAN PAYMENT6 | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 6.31 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 7.94 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 34.61- |
| | 1/28/15 | CONTRIBUTIONS | POMA & DMDC FUND | NON-DEPARTMENTAL | 594.60 |
| | 1/28/15 | LOAN PAYMENT2 | POMA & DMDC FUND | NON-DEPARTMENTAL | 61.93 |
| | 1/28/15 | LOAN PAYMENT3 | POMA & DMDC FUND | NON-DEPARTMENTAL | 19.12 |
| | 1/28/15 | LOAN PAYMENT4 | POMA & DMDC FUND | NON-DEPARTMENTAL | 5.49 |
| | 1/28/15 | LOAN PAYMENT5 | POMA & DMDC FUND | NON-DEPARTMENTAL | 11.92- |
| | 1/28/15 | LOAN PAYMENT6 | POMA & DMDC FUND | NON-DEPARTMENTAL | 15.78 |
| | 1/28/15 | CONTRIBUTIONS | POMA & DMDC FUND | POMA/DMDC | 3.85 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | POMA & DMDC FUND | POMA/DMDC | 21.97 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | POMA & DMDC FUND | POMA/DMDC | 5.42 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | POMA & DMDC FUND | POMA/DMDC | 30.43 |
| | 1/28/15 | CONTRIBUTIONS | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 324.40 |
| | 1/28/15 | LOAN PAYMENT | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 2.07 |
| | 1/28/15 | LOAN PAYMENT2 | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 30.77 |
| | 1/28/15 | LOAN PAYMENT3 | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 38.25 |
| | 1/28/15 | LOAN PAYMENT4 | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 98.23 |
| | 1/28/15 | LOAN PAYMENT5 | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 49.55 |
| | 1/28/15 | LOAN PAYMENT6 | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 12.62 |
| | 1/28/15 | CONTRIBUTIONS | HIGHWY USER'S(2105 | PUBLIC WORKS | 7.69 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | HIGHWY USER'S(2105 | PUBLIC WORKS | 15.56 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | HIGHWY USER'S(2105 | PUBLIC WORKS | 0.19 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | HIGHWY USER'S(2105 | PUBLIC WORKS | 13.85 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 1/28/15 | COS SCEA CONTRIBUTIONS | HIGHWY USER'S(2105 | HIGHWAY USERS | 9.31 |
| | 1/28/15 | CONTRIBUTIONS | CA SUPP LAW ENF. F | NON-DEPARTMENTAL | 127.72 |
| | 1/28/15 | CONTRIBUTIONS | CA SUPP LAW ENF. F | POLICE | 13.10 |
| | 1/28/15 | CONTRIBUTIONS | STORMWATER FUND | NON-DEPARTMENTAL | 201.49 |
| | 1/28/15 | LOAN PAYMENT2 | STORMWATER FUND | NON-DEPARTMENTAL | 52.65 |
| | 1/28/15 | LOAN PAYMENT3 | STORMWATER FUND | NON-DEPARTMENTAL | 19.12 |
| | 1/28/15 | LOAN PAYMENT4 | STORMWATER FUND | NON-DEPARTMENTAL | 3.49 |
| | 1/28/15 | LOAN PAYMENT6 | STORMWATER FUND | NON-DEPARTMENTAL | 59.96 |
| | 1/28/15 | CONTRIBUTIONS | STORMWATER FUND | STORMWATER OPS | 3.85 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | STORMWATER FUND | STORMWATER OPS | 10.64 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | STORMWATER FUND | STORMWATER OPS | 25.12 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | STORMWATER FUND | STORMWATER OPS | 0.72 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | STORMWATER FUND | STORMWATER OPS | 0.29 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | STORMWATER FUND | STORMWATER OPS | 0.87 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | STORMWATER FUND | STORMWATER OPS | 14.28 |
| | 1/28/15 | CONTRIBUTIONS | HS - MERGED HOUSIN | NON-DEPARTMENTAL | 2.31 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 2.15 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.03 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.03 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.02 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.03 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.05 |
| | 1/28/15 | CONTRIBUTIONS | WATER FUND | NON-DEPARTMENTAL | 279.71 |
| | 1/28/15 | LOAN PAYMENT2 | WATER FUND | NON-DEPARTMENTAL | 15.20 |
| | 1/28/15 | LOAN PAYMENT3 | WATER FUND | NON-DEPARTMENTAL | 38.25 |
| | 1/28/15 | LOAN PAYMENT4 | WATER FUND | NON-DEPARTMENTAL | 1.20 |
| | 1/28/15 | LOAN PAYMENT5 | WATER FUND | NON-DEPARTMENTAL | 92.91 |
| | 1/28/15 | CONTRIBUTIONS | WATER FUND | PUBLIC WORKS | 7.69 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | WATER FUND | PUBLIC WORKS | 12.63 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | WATER FUND | PUBLIC WORKS | 18.89 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | WATER FUND | PUBLIC WORKS | 0.72 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | WATER FUND | PUBLIC WORKS | 0.29 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | WATER FUND | PUBLIC WORKS | 0.87 |
| | 1/28/15 | CONTRIBUTIONS | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 112.50 |
| | 1/28/15 | LOAN PAYMENT2 | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 30.39 |
| | 1/28/15 | LOAN PAYMENT3 | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 19.12 |
| | 1/28/15 | CONTRIBUTIONS | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 3.85 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 1.39 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 9.24 |
| | 1/28/15 | CONTRIBUTIONS | MIS FUND | NON-DEPARTMENTAL | 50.00 |
| | 1/28/15 | LOAN PAYMENT2 | MIS FUND | NON-DEPARTMENTAL | 172.31 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | MIS FUND | MIS DEPT | 46.15 |
| | 1/28/15 | CONTRIBUTIONS | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 319.48 |
| | 1/28/15 | LOAN PAYMENT2 | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 50.34 |
| | 1/28/15 | LOAN PAYMENT3 | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 38.25 |
| | 1/28/15 | LOAN PAYMENT4 | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 3.64 |
| | 1/28/15 | LOAN PAYMENT5 | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 6.19 |
| | 1/28/15 | CONTRIBUTIONS | SAN. DISTRICT GEN. | SANITATION DISTRICT | 7.69 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | SAN. DISTRICT GEN. | SANITATION DISTRICT | 1.73 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | SAN. DISTRICT GEN. | SANITATION DISTRICT | 23.07 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SAN. DISTRICT GEN. | SANITATION DISTRICT | 21.18 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SAN. DISTRICT GEN. | SANITATION DISTRICT | 0.72 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SAN. DISTRICT GEN. | SANITATION DISTRICT | 0.29 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SAN. DISTRICT GEN. | SANITATION DISTRICT | 0.86 |
| | 1/28/15 | CONTRIBUTIONS | SA FORT ORD CAPITA | NON-DEPARTMENTAL | 7.39 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 6.87 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.09 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.09 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.07 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.11 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.16 |
| | 1/28/15 | CONTRIBUTIONS | SA FT ORD - LMIHF | NON-DEPARTMENTAL | 0.93 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.86 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.01 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.01 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.01 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.02 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.02 |
| | 1/28/15 | CONTRIBUTIONS | SA MERGED CAPITAL | NON-DEPARTMENTAL | 6.89 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 6.44 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.08 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.08 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.05 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.10 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.14 |
| | 1/28/15 | CONTRIBUTIONS | SA MERGED - LMIHF | NON-DEPARTMENTAL | 1.50 |
| | 1/28/15 | COS SCEA CONTRIBUTIONS | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.17 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.86 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.01 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.01 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.01 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.02 |
| | 1/28/15 | COS SMSEA CONTRIBUTIONS | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.02 |
| | | | | TOTAL: | 29,324.21 |
| IDVILLE | 2/04/15 | NAMEPLATES | GENERAL FUND | FINANCE DEPARTMENT | 35.40 |
| | | | | TOTAL: | 35.40 |
| INTL ASSOC OF FIREFIGHTER | 1/28/15 | DUES | GENERAL FUND | NON-DEPARTMENTAL | 752.78 |
| | | | | TOTAL: | 752.78 |
| JASON CAMPBELL | 1/29/15 | TRAVEL REIMBURSEMENT | GENERAL FUND | CITY COUNCIL | 476.55 |
| | | | | TOTAL: | 476.55 |
| JESUS DOMINGUEZ-VACA | 2/04/15 | REIMBURSEMENT | GENERAL FUND | RECREATION | 44.14 |
| | | | | TOTAL: | 44.14 |
| JOAN D. PROKOP-ROBERTS | 2/04/15 | Instr Pay January 2015 | GENERAL FUND | EVENTS DIV. | 25.20 |
| | | | | TOTAL: | 25.20 |
| JONES & MAYER | 1/29/15 | INVOICE # | GENERAL FUND | CITY ATTORNEY | 5,623.18 |
| | | | | TOTAL: | 5,623.18 |
| JOSHUA PARKER | 2/04/15 | MILEAGE REIMBURSEMENT | GENERAL FUND | POLICE DEPARTMENT | 304.85 |
| | | | | TOTAL: | 304.85 |
| KANSAS STATE BANK | 1/29/15 | FEB 15- 2015 | SAN. DISTRICT CAP. | SANITATION DISTRICT | 452.83 |
| | 1/29/15 | FEB 15- 2015 | SAN. DISTRICT CAP. | SANITATION DISTRICT | 3,981.37 |
| | | | | TOTAL: | 4,434.20 |
| LAW OFFICES OF ROBERT R. | 1/29/15 | SERVICES FOR SEPT '14 | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 210.00 |
| | 1/29/15 | SERVICES FOR SEPT '14 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 210.00 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | | | | TOTAL: | 420.00 |
| LEAGUE OF CALIF CITIES | 1/29/15 | 2015 MEMBERSHIP DUES | GENERAL FUND | CITY COUNCIL | 150.00_ |
| | | | | TOTAL: | 150.00 |
| LEHR AUTO ELECTRIC | 1/29/15 | RPL, MAG, LENS | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 46.25_ |
| | | | | TOTAL: | 46.25 |
| LIEBERT CASSIDY WHITMORE | 2/04/15 | INVOICE # | GENERAL FUND | CITY MANAGER | 3,420.00 |
| | 1/29/15 | INVOICE # | GENERAL FUND | CITY MANAGER | 9,151.00_ |
| | | | | TOTAL: | 12,571.00 |
| LSA ASSOCIATES, INC. | 2/04/15 | INO EIR UPDATE SVC THRU | EXPEND TRUST FUND | NON-DEPARTMENTAL | 2,937.50_ |
| | | | | TOTAL: | 2,937.50 |
| MARINA COAST WATER DISTRICT | 1/29/15 | WATER 11/27-12/31 2014 | GENERAL FUND | GOVERNMENT BLDGS DIV | 308.23 |
| | 1/29/15 | WATER 11/27-12/31 2014 | GENERAL FUND | PARKS DIV | 73.89 |
| | 1/29/15 | WATER 11/27-12/31 2014 | GENERAL FUND | PARKS DIV | 898.12 |
| | 1/29/15 | WATER 11/27-12/31 2014 | HIGHWY USER'S(2105 | HIGHWAY USERS | 117.98 |
| | 1/29/15 | WATER 11/27-12/31 2014 | HIGHWY USER'S(2105 | HIGHWAY USERS | 115.62 |
| | 1/29/15 | WATER 11/27-12/31 2014 | HIGHWY USER'S(2105 | HIGHWAY USERS | 499.15 |
| | 1/29/15 | WATER 11/27-12/31 2014 | HIGHWY USER'S(2105 | HIGHWAY USERS | 104.64 |
| | 1/29/15 | WATER 11/27-12/31 2014 | HIGHWY USER'S(2105 | HIGHWAY USERS | 104.64 |
| | 1/29/15 | WATER 11/27-12/31 2014 | HIGHWY USER'S(2105 | HIGHWAY USERS | 104.64_ |
| | | | | TOTAL: | 2,326.91 |
| MARTIN'S IRRIGATION SUPPL | 1/29/15 | MISC INVOICES | GENERAL FUND | PARKS DIV | 89.95 |
| | 1/29/15 | MISC INVOICES | GENERAL FUND | PARKS DIV | 227.18 |
| | 2/04/15 | SOPER SPRINKLER UPGRADE | GENERAL FUND | PARKS DIV | 246.84_ |
| | | | | TOTAL: | 563.97 |
| MATTESON & BEERS | 1/29/15 | VEHICLE TOW EG1500127 | GENERAL FUND | POLICE DEPARTMENT | 490.00_ |
| | | | | TOTAL: | 490.00 |
| MEYERS \| NAVE | 2/04/15 | SCSD LAFCO APP THRU 12/1 | SAN. DISTRICT CAP. | SANITATION DISTRICT | 83.00_ |
| | | | | TOTAL: | 83.00 |
| MICHAEL A. RODRIGUES | 1/29/15 | RETURN SEIZED FUNDS | PRVNT | NON-DEPARTMENTAL | 2,904.00_ |
| | | | | TOTAL: | 2,904.00 |
| MICHAEL KEHOE | 1/29/15 | SENIORS-ST PATK DANCE | SENIOR PROGRAMS | INVALID DEPARTMENT | 300.00_ |
| | | | | TOTAL: | 300.00 |
| MICHAEL WILDGOOSE | 1/29/15 | REIMBURSEMENT | GENERAL FUND | BOARDS & COMMISSIONS | 23.05_ |
| | | | | TOTAL: | 23.05 |
| MIRACLE RECREATION EQUIPT | 1/29/15 | GROOVE SLIDE | GENERAL FUND | PARKS DIV | 1,719.22_ |
| | | | | TOTAL: | 1,719.22 |
| MISSION LINEN SERVICE | 1/29/15 | LINEN LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 81.21 |
| | 1/29/15 | LINEN LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 81.21 |
| | 1/29/15 | LINEN LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 81.21_ |
| | | | | TOTAL: | 243.63 |
| MISSION UNIFORM SERVICE | 1/29/15 | LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 31.49 |
| | 1/29/15 | LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 31.49 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 1/29/15 | LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 31.49 |
| | 1/29/15 | LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 31.49 |
| | 1/29/15 | LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 31.49 |
| | 1/29/15 | LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 31.49 |
| | 1/29/15 | LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 33.29 |
| | 1/29/15 | LAUNDRY SERVICE | GENERAL FUND | FIRE DEPARTMENT | 33.29 |
| | | | | TOTAL: | 255.52 |
| MONTEREY AUTO SUPPLY | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 194.03- |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 34.59 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 55.32 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 34.27- |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 41.91 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 26.60 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 49.90 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 240.26 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 9.14 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 16.53 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 26.33 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 9.79 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 20.06 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 55.86 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 74.99- |
| | | | | TOTAL: | 283.00 |
| MONTEREY BAY PEST CONTROL | 2/04/15 | MONTHLY JAIL SPRAYING | GENERAL FUND | POLICE DEPARTMENT | 80.00 |
| | 2/04/15 | SERVICE BAIT STATIONS | GENERAL FUND | POLICE DEPARTMENT | 55.00 |
| | 1/29/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 58.00 |
| | 1/29/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 100.00 |
| | | | | TOTAL: | 293.00 |
| MONTEREY BAY SYSTEMS | 2/04/15 | CONTRACT BASE RATE CHGH | GENERAL FUND | POLICE DEPARTMENT | 287.33 |
| | 2/04/15 | BASE RATE & OVERAGES | GENERAL FUND | POLICE DEPARTMENT | 427.00 |
| | | | | TOTAL: | 714.33 |
| MONTEREY BAY URGENT | 2/04/15 | INVOICE # | SAN. DISTRICT GEN. | SANITATION DISTRICT | 80.00 |
| | | | | TOTAL: | 80.00 |
| MONTEREY COUNTY CONVENTION | 1/29/15 | FY 14/15 Q3 TOT (JAN-MAR) | GENERAL FUND | CITY COUNCIL | 15,750.50 |
| | | | | TOTAL: | 15,750.50 |
| MONTEREY COUNTY INFORMATION | 1/29/15 | MDC ACCESS CHARGES | GENERAL FUND | FIRE DEPARTMENT | 591.00 |
| | | | | TOTAL: | 591.00 |
| MONTEREY COUNTY PETROLEUM | 1/29/15 | DIESEL FUEL | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 3,064.20 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 765.63 |
| | 1/29/15 | MISC INVOICES | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 1,275.47 |
| | | | | TOTAL: | 5,105.30 |
| MONTEREY COUNTY RECORDER | 2/04/15 | 3 DOCUMENTS FOR RECORDING | GENERAL FUND | ECONOMIC DEVELOPMENT | 135.00 |
| | | | | TOTAL: | 135.00 |
| MONTEREY COUNTY RECORDER - COUNTY CLER | 2/04/15 | FULL RECONVEYANCE OF LOAN | GENERAL FUND | FINANCE DEPARTMENT | 29.00 |
| | | | | TOTAL: | 29.00 |
| MONTEREY PENINSULA ENGINEERING | 1/29/15 | BROADWAY REHABS | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 19,833.13 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 1/29/15 | BROADWAY REHABS | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 15,049.99 |
| | 1/29/15 | V# 11-4 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 2,558.25 |
| | 1/29/15 | V# 11-4 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 2,558.25 |
| | 1/29/15 | V# 11-4 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 2,558.25 |
| | 1/29/15 | STREET PROJECT2014-2015 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 5,274.55 |
| | 1/29/15 | STREET PROJECT2014-2015 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 5,274.55 |
| | 1/29/15 | STREET PROJECT2014-2015 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 5,274.56_ |
| | | | | TOTAL: | 58,381.53 |
| MONTEREY PENINSULA WATER | 2/04/15 | MPWMD SURCHARGES | WATER FUND | NON-DEPARTMENTAL | 4,010.50_ |
| | | | | TOTAL: | 4,010.50 |
| MONTEREY REGIONAL WATER | 1/29/15 | MRWPCA 1/1/15 | POMA & DMDC FUND | POMA/DMDC | 81.51_ |
| | | | | TOTAL: | 81.51 |
| MONTEREY SANITARY SUPPLY | 2/04/15 | CASE BLACK GLOVES | GENERAL FUND | POLICE DEPARTMENT | 84.70_ |
| | | | | TOTAL: | 84.70 |
| MONTEREY SIGNS | 1/29/15 | SIGNS | GENERAL FUND | PARKS DIV | 320.93_ |
| | | | | TOTAL: | 320.93 |
| MONTEREY SPORTS CENTER | 2/05/15 | GYM MBRSHIP - SINGLE | GENERAL FUND | NON-DEPARTMENTAL | 267.75 |
| | 2/05/15 | GYM MBRSHP - SENIOR | GENERAL FUND | NON-DEPARTMENTAL | 40.00 |
| | 2/05/15 | GYM MBRSHIP - FAMILY | GENERAL FUND | NON-DEPARTMENTAL | 800.80 |
| | 2/05/15 | GYM MBRSHIP - FAMILY | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 15.40 |
| | 2/05/15 | GYM MBRSHIP - SINGLE | STORMWATER FUND | NON-DEPARTMENTAL | 12.75 |
| | 2/05/15 | GYM MBRSHIP - SINGLE | WATER FUND | NON-DEPARTMENTAL | 63.75 |
| | 2/05/15 | GYM MBRSHIP - FAMILY | WATER FUND | NON-DEPARTMENTAL | 11.55 |
| | 2/05/15 | GYM MBRSHIP - FAMILY | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 7.70 |
| | 2/05/15 | GYM MBRSHIP - FAMILY | MIS FUND | NON-DEPARTMENTAL | 77.00 |
| | 2/05/15 | GYM MBRSHIP - SINGLE | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 12.75 |
| | 2/05/15 | GYM MBRSHIP - FAMILY | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 11.55_ |
| | | | | TOTAL: | 1,321.00 |
| MONTEREY TIRE SERVICE | 1/29/15 | FLAT REPAIR | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 20.71_ |
| | | | | TOTAL: | 20.71 |
| MP EXPRESS | 1/29/15 | ANIMAL CONTROL FORMS | GENERAL FUND | POLICE DEPARTMENT | 393.70 |
| | 1/29/15 | DUI FIELD EVAL CARD | GENERAL FUND | POLICE DEPARTMENT | 184.79_ |
| | | | | TOTAL: | 578.49 |
| NANCY MELTON | 2/04/15 | Instr Pay January 2015 | GENERAL FUND | EVENTS DIV. | 171.15_ |
| | | | | TOTAL: | 171.15 |
| NIXON-EGLI EQUIPMENT CO. | 2/04/15 | BRUSH/CARTRIDGE | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 1,086.38_ |
| | | | | TOTAL: | 1,086.38 |
| OPENGOV, INC. | 1/29/15 | WEB APPLICATION RENEWAL | MIS FUND | MIS DEPT | 2,800.00_ |
| | | | | TOTAL: | 2,800.00 |
| ORIENTAL TRADING CO.,INC. | 2/04/15 | CAMP | GENERAL FUND | YOUTH & EDUCATION CTR | 367.12_ |
| | | | | TOTAL: | 367.12 |
| PACIFIC GAS & ELECTRIC | 2/04/15 | COLLECTIVE 12/25-1/26/15 | GENERAL FUND | GOVERNMENT BLDGS DIV | 4,881.79 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | GENERAL FUND | GOVERNMENT BLDGS DIV | 23.48 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | GENERAL FUND | GOVERNMENT BLDGS DIV | 9,983.23 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | GENERAL FUND | GOVERNMENT BLDGS DIV | 1,730.27 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | GENERAL FUND | GOVERNMENT BLDGS DIV | 3,761.63 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | GENERAL FUND | GOVERNMENT BLDGS DIV | 218.09 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | GENERAL FUND | GOVERNMENT BLDGS DIV | 8.66 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | GENERAL FUND | PARKS DIV | 208.51 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 1,730.63 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | HIGHWY USER'S(2105 | PUBLIC WORKS | 339.65 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 18,767.00 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | HIGHWY USER'S(2105 | HIGHWAY USERS | 27.09 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | WATER FUND | PUBLIC WORKS | 2,603.66 |
| | 2/04/15 | COLLECTIVE 12/25-1/26/15 | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 345.03 |
| | 1/29/15 | 12/16/14- 1/14/15 | SAN. DISTRICT GEN. | SANITATION DISTRICT | 565.08 |
| | 1/29/15 | 12/16/14- 1/14/15 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 14.36 |
| | | | | TOTAL: | 45,208.16 |
| PACIFIC TELEMANAGEMENT SERVICES | 1/29/15 | POOL/OLDE PAY PHONE | GENERAL FUND | RECREATION | 128.00 |
| | 1/29/15 | 2/1- 2/28 | MIS FUND | MIS DEPT | 103.00 |
| | | | | TOTAL: | 231.00 |
| PARTSMASTER | 2/04/15 | VISION PRO LED AAAA | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 87.95 |
| | | | | TOTAL: | 87.95 |
| PAVEMENT ENGINEERING, INC. | 1/29/15 | UPPER BROADWAY 11-2014 | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 601.25 |
| | 1/29/15 | LOWER BORADWAY REHAB | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 11,508.75 |
| | | | | TOTAL: | 12,110.00 |
| PENINSULA MESSENGER SERVICES | 2/04/15 | WEEKDAY COURT COURIER | GENERAL FUND | POLICE DEPARTMENT | 206.67 |
| | | | | TOTAL: | 206.67 |
| PENINSULA POOL SERVICE AN | 1/29/15 | 4 GAL CASE SANI CHLOR | WATER FUND | PUBLIC WORKS | 86.45 |
| | | | | TOTAL: | 86.45 |
| PENINSULA WELDING SUPPLY | 1/29/15 | MEDICAL OXYGEN | GENERAL FUND | FIRE DEPARTMENT | 34.26 |
| | 1/29/15 | MISC SUPPLIES | HIGHWY USER'S(2105 | PUBLIC WORKS | 28.34 |
| | 2/04/15 | WELDING TIP MEDIUM | HIGHWY USER'S(2105 | PUBLIC WORKS | 43.83 |
| | | | | TOTAL: | 106.43 |
| PG DOGS LLC | 1/29/15 | FIELD MAINTENANCE JAN 15 | GENERAL FUND | PARKS DIV | 500.00 |
| | | | | TOTAL: | 500.00 |
| PNC EQUIPMENT FINANCE, LLC | 1/29/15 | RENT & LATE FEE | GENERAL FUND | POLICE DEPARTMENT | 10,807.53 |
| | 1/29/15 | RENT & LATE FEE | GENERAL FUND | POLICE DEPARTMENT | 798.02 |
| | 1/29/15 | RENT & LATE FEE | GENERAL FUND | PARKS DIV | 334.25 |
| | 1/29/15 | RENT & LATE FEE | GENERAL FUND | PARKS DIV | 205.54 |
| | | | | TOTAL: | 12,145.34 |
| POTTER'S ELECTRONICS | 1/29/15 | WATERBLOCK JACKET | GENERAL FUND | GOVERNMENT BLDGS DIV | 143.22 |
| | | | | TOTAL: | 143.22 |
| PR DIAMOND PRODUCTS, INC | 2/04/15 | HAND HELD SAW | WATER FUND | PUBLIC WORKS | 999.00 |
| | | | | TOTAL: | 999.00 |
| PREMIUM AUTO PARTS, INC. | 1/29/15 | EXHAUST BRACKET | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 11.24 |
| | | | | TOTAL: | 11.24 |
| PUBLIC EMPLOYEES' RETIREMENT SYSTEM | 1/30/15 | SURVIVOR BENEFIT | GENERAL FUND | NON-DEPARTMENTAL | 123.91 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 1/30/15 | PART TIME HOURLY PERS | GENERAL FUND | NON-DEPARTMENTAL | 1,202.32 |
| | 1/30/15 | PERS EE MISC | GENERAL FUND | NON-DEPARTMENTAL | 6,242.35 |
| | 1/30/15 | PERS EE SAFETY | GENERAL FUND | NON-DEPARTMENTAL | 10,377.67 |
| | 1/30/15 | PERS EE MISC PEPRA | GENERAL FUND | NON-DEPARTMENTAL | 2,020.14 |
| | 1/30/15 | PERS EE POLICE PEPRA | GENERAL FUND | NON-DEPARTMENTAL | 376.62 |
| | 1/30/15 | PERS EE PD SAFETY | GENERAL FUND | NON-DEPARTMENTAL | 10,061.41 |
| | 1/30/15 | PERS EE PDNS MISC | GENERAL FUND | NON-DEPARTMENTAL | 994.62 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | CITY COUNCIL | 97.21 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | CITY MANAGER | 226.83 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | CITY MANAGER | 410.37 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | CITY MANAGER | 296.35 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | CITY MANAGER | 847.26 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | CITY MANAGER | 573.48 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | CITY MANAGER | 161.41 |
| | 1/30/15 | GROUP 70001 - MANAGEMENT | GENERAL FUND | CITY ATTORNEY | 305.31 |
| | 1/30/15 | GROUP 70001 - MGMT EPMC EE | GENERAL FUND | CITY ATTORNEY | 21.37 |
| | 1/30/15 | GROUP 70001 - MGMT EPMC ER | GENERAL FUND | CITY ATTORNEY | 32.23 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | CITY ATTORNEY | 519.94 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | FINANCE DEPARTMENT | 530.99 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | FINANCE DEPARTMENT | 1,425.52 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | FINANCE DEPARTMENT | 94.30 |
| | 1/30/15 | GROUP 75001-POL (ER) | GENERAL FUND | POLICE DEPARTMENT | 25,610.77 |
| | 1/30/15 | GROUP 75001-POL (ER) | GENERAL FUND | POLICE DEPARTMENT | 159.37 |
| | 1/30/15 | GROUP 75001-POL (ER) | GENERAL FUND | POLICE DEPARTMENT | 6,255.46 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | POLICE DEPARTMENT | 1,423.15 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | POLICE DEPARTMENT | 345.76 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | POLICE DEPARTMENT | 270.70 |
| | 1/30/15 | 75001 - PD MANAGEMENT ER | GENERAL FUND | POLICE DEPARTMENT | 3,660.91 |
| | 1/30/15 | 75001 - PD MANAGEMENT ER | GENERAL FUND | POLICE DEPARTMENT | 1,489.75 |
| | 1/30/15 | 75001 - PD MANAGEMENT ER | GENERAL FUND | POLICE DEPARTMENT | 3,014.43 |
| | 1/30/15 | GROUP 75101 - PD 2ND TIER | GENERAL FUND | POLICE DEPARTMENT | 732.02 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | POLICE DEPARTMENT | 733.76 |
| | 1/30/15 | PERS ER PD PEPRA | GENERAL FUND | POLICE DEPARTMENT | 376.62 |
| | 1/30/15 | GROUP 74001 - FIRE ER | GENERAL FUND | FIRE DEPARTMENT | 21,573.80 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | FIRE DEPARTMENT | 154.68 |
| | 1/30/15 | GROUP 74101 - FIRE 2ND TIE | GENERAL FUND | FIRE DEPARTMENT | 1,158.83 |
| | 1/30/15 | GROUP 74101 - FIRE 2ND TIE | GENERAL FUND | FIRE DEPARTMENT | 1,266.96 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | RESOURCE MANAGEMENT | 121.45 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | RESOURCE MANAGEMENT | 73.48 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | RESOURCE MANAGEMENT | 193.41 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | BUILDING DIV | 528.83 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | BUILDING DIV | 144.89 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | PLANNING DIV | 540.67 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | PLANNING DIV | 1.65 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | PLANNING DIV | 1.65 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | PLANNING DIV | 6.31 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | PLANNING DIV | 2.09 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | PLANNING DIV | 2.91 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | PLANNING DIV | 5.04 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | PLANNING DIV | 170.61 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ECONOMIC DEVELOPMENT | 492.33 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ECONOMIC DEVELOPMENT | 1.65 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ECONOMIC DEVELOPMENT | 1.65 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ECONOMIC DEVELOPMENT | 1.27 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ECONOMIC DEVELOPMENT | 2.09 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ECONOMIC DEVELOPMENT | 2.91 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | GOVERNMENT BLDGS DIV | 973.26 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | GOVERNMENT BLDGS DIV | 14.66 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | GOVERNMENT BLDGS DIV | 45.21 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | GOVERNMENT BLDGS DIV | 16.55 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | PARKS DIV | 32.11 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | PARKS DIV | 559.97 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | PARKS DIV | 3.74 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | PARKS DIV | 416.89 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | PARKS DIV | 171.83 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | PARKS DIV | 236.92 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | PARKS DIV | 11.69 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | PARKS DIV | 652.07 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | PARKS DIV | 16.55 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | ENGINEERING DIV | 486.10 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | ENGINEERING DIV | 62.25 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | ENGINEERING DIV | 4.67 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | ENGINEERING DIV | 48.91 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | ENGINEERING DIV | 9.34 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | ENGINEERING DIV | 44.46 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | ENGINEERING DIV | 37.79 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ENGINEERING DIV | 300.63 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ENGINEERING DIV | 7.51 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ENGINEERING DIV | 3.00 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | ENGINEERING DIV | 9.01 |
| | 1/30/15 | 70001-MANAGEMENT ER | GENERAL FUND | RECREATION | 578.48 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | RECREATION | 152.84 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | COMMUNITY CTR DIV. | 281.78 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | YOUTH & EDUCATION CTR | 137.10 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | YOUTH & EDUCATION CTR | 118.41 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | YOUTH & EDUCATION CTR | 146.22 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | YOUTH & EDUCATION CTR | 50.31 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | YOUTH & EDUCATION CTR | 103.30 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | SWIM CTR DIV. | 480.69 |
| | 1/30/15 | PERS ER MISC PEPRA | GENERAL FUND | SWIM CTR DIV. | 182.23 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | GENERAL FUND | SR. SERVICES DIV. | 109.16 |
| | 1/30/15 | SURVIVOR BENEFIT | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 0.03 |
| | 1/30/15 | PERS EE MISC | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 69.31- |
| | 1/30/15 | GROUP 70001 - MISC (ER) | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 221.05 |
| | 1/30/15 | 70001-MANAGEMENT ER | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 339.07- |
| | 1/30/15 | SURVIVOR BENEFIT | POMA & DMDC FUND | NON-DEPARTMENTAL | 2.64 |
| | 1/30/15 | PERS EE MISC | POMA & DMDC FUND | NON-DEPARTMENTAL | 508.57 |
| | 1/30/15 | PERS EE MISC PEPRA | POMA & DMDC FUND | NON-DEPARTMENTAL | 33.09 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | POMA & DMDC FUND | POMA/DMDC | 479.83 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | POMA & DMDC FUND | POMA/DMDC | 87.76 |
| | 1/30/15 | 70001-MANAGEMENT ER | POMA & DMDC FUND | POMA/DMDC | 298.54 |
| | 1/30/15 | PERS ER MISC PEPRA | POMA & DMDC FUND | POMA/DMDC | 33.09 |
| | 1/30/15 | SURVIVOR BENEFIT | CDBG FUND | NON-DEPARTMENTAL | 0.20 |
| | 1/30/15 | PERS EE MISC PEPRA | CDBG FUND | NON-DEPARTMENTAL | 30.65 |
| | 1/30/15 | PERS ER MISC PEPRA | CDBG FUND | COMM. DEV. BLOCK GRANT | 30.65 |
| | 1/30/15 | SURVIVOR BENEFIT | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 2.08 |
| | 1/30/15 | PERS EE MISC | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 404.57 |
| | 1/30/15 | PERS EE MISC PEPRA | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 16.55 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | HIGHWY USER'S(2105 | PUBLIC WORKS | 278.05 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | HIGHWY USER'S(2105 | PUBLIC WORKS | 4.10 |
| | 1/30/15 | 70001-MANAGEMENT ER | HIGHWY USER'S(2105 | PUBLIC WORKS | 245.19 |
| | 1/30/15 | PERS ER MISC PEPRA | HIGHWY USER'S(2105 | PUBLIC WORKS | 16.55 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 1/30/15 | GROUP 70001 - MISC (ER) | HIGHWY USER'S(2105 | HIGHWAY USERS | 161.62 |
| | 1/30/15 | SURVIVOR BENEFIT | CA SUPP LAW ENF. F | NON-DEPARTMENTAL | 0.53 |
| | 1/30/15 | PERS EE PD SAFETY | CA SUPP LAW ENF. F | NON-DEPARTMENTAL | 194.08 |
| | 1/30/15 | GROUP 75001-POL (ER) | CA SUPP LAW ENF. F | POLICE | 617.77 |
| | 1/30/15 | SURVIVOR BENEFIT | STORMWATER FUND | NON-DEPARTMENTAL | 2.78 |
| | 1/30/15 | PERS EE MISC | STORMWATER FUND | NON-DEPARTMENTAL | 502.83 |
| | 1/30/15 | PERS EE MISC PEPRA | STORMWATER FUND | NON-DEPARTMENTAL | 16.55 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | STORMWATER FUND | STORMWATER OPS | 191.10 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | STORMWATER FUND | STORMWATER OPS | 463.09 |
| | 1/30/15 | 70001-MANAGEMENT ER | STORMWATER FUND | STORMWATER OPS | 7.51 |
| | 1/30/15 | 70001-MANAGEMENT ER | STORMWATER FUND | STORMWATER OPS | 3.00 |
| | 1/30/15 | 70001-MANAGEMENT ER | STORMWATER FUND | STORMWATER OPS | 9.01 |
| | 1/30/15 | 70001-MANAGEMENT ER | STORMWATER FUND | STORMWATER OPS | 182.60 |
| | 1/30/15 | PERS ER MISC PEPRA | STORMWATER FUND | STORMWATER OPS | 16.55 |
| | 1/30/15 | SURVIVOR BENEFIT | HS - MERGED HOUSIN | NON-DEPARTMENTAL | 0.05 |
| | 1/30/15 | PERS EE MISC | HS - MERGED HOUSIN | NON-DEPARTMENTAL | 13.23 |
| | 1/30/15 | 70001-MANAGEMENT ER | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 20.94 |
| | 1/30/15 | 70001-MANAGEMENT ER | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.27 |
| | 1/30/15 | 70001-MANAGEMENT ER | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.27 |
| | 1/30/15 | 70001-MANAGEMENT ER | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.22 |
| | 1/30/15 | 70001-MANAGEMENT ER | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.33 |
| | 1/30/15 | 70001-MANAGEMENT ER | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.50 |
| | 1/30/15 | SURVIVOR BENEFIT | WATER FUND | NON-DEPARTMENTAL | 2.32 |
| | 1/30/15 | PERS EE MISC | WATER FUND | NON-DEPARTMENTAL | 304.96 |
| | 1/30/15 | PERS EE MISC PEPRA | WATER FUND | NON-DEPARTMENTAL | 162.96 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | WATER FUND | PUBLIC WORKS | 208.20 |
| | 1/30/15 | 70001-MANAGEMENT ER | WATER FUND | PUBLIC WORKS | 218.14 |
| | 1/30/15 | 70001-MANAGEMENT ER | WATER FUND | PUBLIC WORKS | 7.51 |
| | 1/30/15 | 70001-MANAGEMENT ER | WATER FUND | PUBLIC WORKS | 3.00 |
| | 1/30/15 | 70001-MANAGEMENT ER | WATER FUND | PUBLIC WORKS | 9.01 |
| | 1/30/15 | 70001-MANAGEMENT ER | WATER FUND | PUBLIC WORKS | 73.48 |
| | 1/30/15 | PERS ER MISC PEPRA | WATER FUND | PUBLIC WORKS | 162.96 |
| | 1/30/15 | SURVIVOR BENEFIT | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 2.18 |
| | 1/30/15 | PERS EE MISC | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 207.16 |
| | 1/30/15 | PERS EE MISC PEPRA | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 150.19 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 207.60 |
| | 1/30/15 | 70001-MANAGEMENT ER | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 145.20 |
| | 1/30/15 | PERS ER MISC PEPRA | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 150.19 |
| | 1/30/15 | SURVIVOR BENEFIT | MIS FUND | NON-DEPARTMENTAL | 1.86 |
| | 1/30/15 | PERS EE MISC | MIS FUND | NON-DEPARTMENTAL | 269.26 |
| | 1/30/15 | PERS EE MISC PEPRA | MIS FUND | NON-DEPARTMENTAL | 27.49 |
| | 1/30/15 | 70001-MANAGEMENT ER | MIS FUND | MIS DEPT | 458.55 |
| | 1/30/15 | PERS ER MISC PEPRA | MIS FUND | MIS DEPT | 27.49 |
| | 1/30/15 | SURVIVOR BENEFIT | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 3.36 |
| | 1/30/15 | PERS EE MISC | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 499.26 |
| | 1/30/15 | PERS EE MISC PEPRA | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 158.62 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | SAN. DISTRICT GEN. | SANITATION DISTRICT | 45.03 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | SAN. DISTRICT GEN. | SANITATION DISTRICT | 471.46 |
| | 1/30/15 | 70001-MANAGEMENT ER | SAN. DISTRICT GEN. | SANITATION DISTRICT | 314.20 |
| | 1/30/15 | 70001-MANAGEMENT ER | SAN. DISTRICT GEN. | SANITATION DISTRICT | 7.51 |
| | 1/30/15 | 70001-MANAGEMENT ER | SAN. DISTRICT GEN. | SANITATION DISTRICT | 3.00 |
| | 1/30/15 | 70001-MANAGEMENT ER | SAN. DISTRICT GEN. | SANITATION DISTRICT | 9.08 |
| | 1/30/15 | PERS ER MISC PEPRA | SAN. DISTRICT GEN. | SANITATION DISTRICT | 16.64 |
| | 1/30/15 | PERS ER MISC PEPRA | SAN. DISTRICT GEN. | SANITATION DISTRICT | 141.96 |
| | 1/30/15 | SURVIVOR BENEFIT | SA FORT ORD CAPITA | NON-DEPARTMENTAL | 0.15 |
| | 1/30/15 | PERS EE MISC | SA FORT ORD CAPITA | NON-DEPARTMENTAL | 42.32 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 1/30/15 | 70001-MANAGEMENT ER | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 67.02 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.88 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.88 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.66 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 1.10 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 1.54 |
| | 1/30/15 | SURVIVOR BENEFIT | SA FT ORD - LMIHF | NON-DEPARTMENTAL | 0.02 |
| | 1/30/15 | PERS EE MISC | SA FT ORD - LMIHF | NON-DEPARTMENTAL | 5.34 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 8.38 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.11 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.11 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.11 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.17 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.22 |
| | 1/30/15 | SURVIVOR BENEFIT | SA MERGED CAPITAL | NON-DEPARTMENTAL | 0.14 |
| | 1/30/15 | PERS EE MISC | SA MERGED CAPITAL | NON-DEPARTMENTAL | 39.48 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 62.84 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.82 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.82 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.50 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.93 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 1.32 |
| | 1/30/15 | SURVIVOR BENEFIT | SA MERGED - LMIHF | NON-DEPARTMENTAL | 0.04 |
| | 1/30/15 | PERS EE MISC | SA MERGED - LMIHF | NON-DEPARTMENTAL | 8.10 |
| | 1/30/15 | GROUP 70001 - MISC (ER) | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 4.70 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 8.38 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.11 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.11 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.11 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.17 |
| | 1/30/15 | 70001-MANAGEMENT ER | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.18 |
| | | | | TOTAL: | 123,386.34 |
| PURCHASE POWER | 1/29/15 | POSTAGE & LATE FEE | GENERAL FUND | FINANCE DEPARTMENT | 1,074.36 |
| | | | | TOTAL: | 1,074.36 |
| PURE H20 INC. | 2/04/15 | MONTHLY WATER LEASE | GENERAL FUND | POLICE DEPARTMENT | 54.24 |
| | | | | TOTAL: | 54.24 |
| QUESTICA, INC. | 1/29/15 | PRODUCT MAINT. & SUPPORT | MIS FUND | MIS DEPT | 4,926.49 |
| | | | | TOTAL: | 4,926.49 |
| RABOBANK, N.A. | 2/06/15 | FIT PAYABLE | GENERAL FUND | NON-DEPARTMENTAL | 51,773.54 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | NON-DEPARTMENTAL | 6,249.84 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | CITY COUNCIL | 36.68 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | CITY MANAGER | 142.67 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | CITY MANAGER | 53.18 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | CITY MANAGER | 108.59 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | CITY MANAGER | 37.07 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | CITY ATTORNEY | 63.24 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | FINANCE DEPARTMENT | 264.11 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | POLICE DEPARTMENT | 530.41 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | POLICE DEPARTMENT | 1,800.17 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | POLICE DEPARTMENT | 4.65 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | POLICE DEPARTMENT | 423.87 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | POLICE DEPARTMENT | 36.88 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | POLICE DEPARTMENT | 31.59 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | FIRE DEPARTMENT | 94.33 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | FIRE DEPARTMENT | 1,397.38 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | RESOURCE MANAGEMENT | 57.06 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | BUILDING DIV | 58.21 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | BUILDING DIV | 34.97 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PLANNING DIV | 106.01 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PLANNING DIV | 0.14 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PLANNING DIV | 0.35 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PLANNING DIV | 0.09 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PLANNING DIV | 0.05 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PLANNING DIV | 0.14 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PLANNING DIV | 1.10 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ECONOMIC DEVELOPMENT | 44.56 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.14 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.35 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.09 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.05 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.14 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ECONOMIC DEVELOPMENT | 0.14 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | GOVERNMENT BLDGS DIV | 112.97 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | GOVERNMENT BLDGS DIV | 1.31 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PARKS DIV | 31.46 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PARKS DIV | 86.57 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PARKS DIV | 0.14 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PARKS DIV | 10.51 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PARKS DIV | 53.06 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PARKS DIV | 8.96 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | PARKS DIV | 0.88 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 77.86 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 4.06 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 1.08 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 0.18 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 4.49 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 3.78 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 1.42 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 3.19 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 0.54 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 6.22 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 0.48 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 0.48 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | ENGINEERING DIV | 1.92 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | RECREATION | 80.29 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | COMMUNITY CTR DIV. | 34.21 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | YOUTH & EDUCATION CTR | 32.46 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | YOUTH & EDUCATION CTR | 42.21 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | YOUTH & EDUCATION CTR | 13.65 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | YOUTH & EDUCATION CTR | 2.57 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | YOUTH & EDUCATION CTR | 74.53 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | SWIM CTR DIV. | 206.54 |
| | 2/06/15 | MEDICARE PAYABLE | GENERAL FUND | SR. SERVICES DIV. | 23.44 |
| | 2/06/15 | FIT PAYABLE | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 35.88 |
| | 2/06/15 | MEDICARE PAYABLE | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 5.08 |
| | 2/06/15 | MEDICARE PAYABLE | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 4.80 |
| | 2/06/15 | MEDICARE PAYABLE | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 0.28 |
| | 2/06/15 | FIT PAYABLE | POMA & DMDC FUND | NON-DEPARTMENTAL | 568.99 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 2/06/15 | MEDICARE PAYABLE | POMA & DMDC FUND | NON-DEPARTMENTAL | 95.57 |
| | 2/06/15 | MEDICARE PAYABLE | POMA & DMDC FUND | POMA/DMDC | 1.31 |
| | 2/06/15 | MEDICARE PAYABLE | POMA & DMDC FUND | POMA/DMDC | 49.59 |
| | 2/06/15 | MEDICARE PAYABLE | POMA & DMDC FUND | POMA/DMDC | 44.70 |
| | 2/06/15 | FIT PAYABLE | CDBG FUND | NON-DEPARTMENTAL | 24.05 |
| | 2/06/15 | MEDICARE PAYABLE | CDBG FUND | NON-DEPARTMENTAL | 2.26 |
| | 2/06/15 | MEDICARE PAYABLE | CDBG FUND | COMM. DEV. BLOCK GRANT | 2.26 |
| | 2/06/15 | FIT PAYABLE | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 574.08 |
| | 2/06/15 | MEDICARE PAYABLE | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 84.84 |
| | 2/06/15 | MEDICARE PAYABLE | HIGHWY USER'S(2105 | PUBLIC WORKS | 62.36 |
| | 2/06/15 | MEDICARE PAYABLE | HIGHWY USER'S(2105 | HIGHWAY USERS | 22.18 |
| | 2/06/15 | MEDICARE PAYABLE | HIGHWY USER'S(2105 | HIGHWAY USERS | 0.28 |
| | 2/06/15 | MEDICARE PAYABLE | CA SUPP LAW ENF. F | NON-DEPARTMENTAL | 3.17 |
| | 2/06/15 | MEDICARE PAYABLE | CA SUPP LAW ENF. F | POLICE | 3.17 |
| | 2/06/15 | FIT PAYABLE | STORMWATER FUND | NON-DEPARTMENTAL | 469.05 |
| | 2/06/15 | MEDICARE PAYABLE | STORMWATER FUND | NON-DEPARTMENTAL | 83.69 |
| | 2/06/15 | MEDICARE PAYABLE | STORMWATER FUND | STORMWATER OPS | 20.65 |
| | 2/06/15 | MEDICARE PAYABLE | STORMWATER FUND | STORMWATER OPS | 1.08 |
| | 2/06/15 | MEDICARE PAYABLE | STORMWATER FUND | STORMWATER OPS | 0.18 |
| | 2/06/15 | MEDICARE PAYABLE | STORMWATER FUND | STORMWATER OPS | 1.26 |
| | 2/06/15 | MEDICARE PAYABLE | STORMWATER FUND | STORMWATER OPS | 0.54 |
| | 2/06/15 | MEDICARE PAYABLE | STORMWATER FUND | STORMWATER OPS | 1.26 |
| | 2/06/15 | MEDICARE PAYABLE | STORMWATER FUND | STORMWATER OPS | 58.71 |
| | 2/06/15 | FIT PAYABLE | HS - MERGED HOUSIN | NON-DEPARTMENTAL | 11.12 |
| | 2/06/15 | MEDICARE PAYABLE | HS - MERGED HOUSIN | NON-DEPARTMENTAL | 2.42 |
| | 2/06/15 | MEDICARE PAYABLE | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 2.27 |
| | 2/06/15 | MEDICARE PAYABLE | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.02 |
| | 2/06/15 | MEDICARE PAYABLE | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.06 |
| | 2/06/15 | MEDICARE PAYABLE | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.02 |
| | 2/06/15 | MEDICARE PAYABLE | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.02 |
| | 2/06/15 | MEDICARE PAYABLE | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.02 |
| | 2/06/15 | FIT PAYABLE | WATER FUND | NON-DEPARTMENTAL | 708.24 |
| | 2/06/15 | MEDICARE PAYABLE | WATER FUND | NON-DEPARTMENTAL | 108.35 |
| | 2/06/15 | MEDICARE PAYABLE | WATER FUND | PUBLIC WORKS | 23.75 |
| | 2/06/15 | MEDICARE PAYABLE | WATER FUND | PUBLIC WORKS | 1.08 |
| | 2/06/15 | MEDICARE PAYABLE | WATER FUND | PUBLIC WORKS | 0.18 |
| | 2/06/15 | MEDICARE PAYABLE | WATER FUND | PUBLIC WORKS | 1.26 |
| | 2/06/15 | MEDICARE PAYABLE | WATER FUND | PUBLIC WORKS | 0.54 |
| | 2/06/15 | MEDICARE PAYABLE | WATER FUND | PUBLIC WORKS | 1.26 |
| | 2/06/15 | MEDICARE PAYABLE | WATER FUND | PUBLIC WORKS | 80.26 |
| | 2/06/15 | FIT PAYABLE | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 378.63 |
| | 2/06/15 | MEDICARE PAYABLE | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 65.56 |
| | 2/06/15 | MEDICARE PAYABLE | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 12.43 |
| | 2/06/15 | MEDICARE PAYABLE | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 53.13 |
| | 2/06/15 | FIT PAYABLE | MIS FUND | NON-DEPARTMENTAL | 418.11 |
| | 2/06/15 | MEDICARE PAYABLE | MIS FUND | NON-DEPARTMENTAL | 86.10 |
| | 2/06/15 | MEDICARE PAYABLE | MIS FUND | MIS DEPT | 86.10 |
| | 2/06/15 | FIT PAYABLE | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 864.92 |
| | 2/06/15 | MEDICARE PAYABLE | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 108.54 |
| | 2/06/15 | MEDICARE PAYABLE | SAN. DISTRICT GEN. | SANITATION DISTRICT | 31.77 |
| | 2/06/15 | MEDICARE PAYABLE | SAN. DISTRICT GEN. | SANITATION DISTRICT | 1.08 |
| | 2/06/15 | MEDICARE PAYABLE | SAN. DISTRICT GEN. | SANITATION DISTRICT | 0.18 |
| | 2/06/15 | MEDICARE PAYABLE | SAN. DISTRICT GEN. | SANITATION DISTRICT | 1.26 |
| | 2/06/15 | MEDICARE PAYABLE | SAN. DISTRICT GEN. | SANITATION DISTRICT | 0.54 |
| | 2/06/15 | MEDICARE PAYABLE | SAN. DISTRICT GEN. | SANITATION DISTRICT | 1.26 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 2/06/15 | MEDICARE PAYABLE | SAN. DISTRICT GEN. | SANITATION DISTRICT | 72.47 |
| | 2/06/15 | FIT PAYABLE | SA FORT ORD CAPITA | NON-DEPARTMENTAL | 35.50 |
| | 2/06/15 | MEDICARE PAYABLE | SA FORT ORD CAPITA | NON-DEPARTMENTAL | 7.72 |
| | 2/06/15 | MEDICARE PAYABLE | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 7.25 |
| | 2/06/15 | MEDICARE PAYABLE | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.07 |
| | 2/06/15 | MEDICARE PAYABLE | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.19 |
| | 2/06/15 | MEDICARE PAYABLE | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.05 |
| | 2/06/15 | MEDICARE PAYABLE | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.02 |
| | 2/06/15 | MEDICARE PAYABLE | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.07 |
| | 2/06/15 | MEDICARE PAYABLE | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.07 |
| | 2/06/15 | FIT PAYABLE | SA FT ORD - LMIHF | NON-DEPARTMENTAL | 4.49 |
| | 2/06/15 | MEDICARE PAYABLE | SA FT ORD - LMIHF | NON-DEPARTMENTAL | 0.98 |
| | 2/06/15 | MEDICARE PAYABLE | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.91 |
| | 2/06/15 | MEDICARE PAYABLE | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.02 |
| | 2/06/15 | MEDICARE PAYABLE | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.01 |
| | 2/06/15 | FIT PAYABLE | SA MERGED CAPITAL | NON-DEPARTMENTAL | 33.04 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED CAPITAL | NON-DEPARTMENTAL | 7.18 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 6.80 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.05 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.18 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.04 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.05 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.05 |
| | 2/06/15 | FIT PAYABLE | SA MERGED - LMIHF | NON-DEPARTMENTAL | 32.48 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED - LMIHF | NON-DEPARTMENTAL | 4.79 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 4.72 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.02 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.01 |
| | 2/06/15 | MEDICARE PAYABLE | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.02- |
| | | | | TOTAL: | 69,764.30 |
| RAUL LOZANO | 1/29/15 | BUSINESS CARDS-SHARON | GENERAL FUND | ECONOMIC DEVELOPMENT | 96.57 |
| | | | | TOTAL: | 96.57 |
| RICHARDS, WATSON & GERSHON | 1/29/15 | MISC INVOICES | GENERAL FUND | PLANNING DIV | 2,233.69 |
| | 1/29/15 | MISC INVOICES | GENERAL FUND | PLANNING DIV | 387.33 |
| | 1/29/15 | MISC INVOICES | EXPEND TRUST FUND | NON-DEPARTMENTAL | 446.50 |
| | 1/29/15 | MISC INVOICES | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 1,081.00 |
| | | | | TOTAL: | 4,148.52 |
| ROBERT PHILLIPS | 1/29/15 | SENIORS-CNDL LIT | SENIOR PROGRAMS | INVALID DEPARTMENT | 70.00 |
| | | | | TOTAL: | 70.00 |
| ROOTER KING | 1/29/15 | ENCROACHMENT REFUNDS | EXPEND TRUST FUND | NON-DEPARTMENTAL | 1,000.00 |
| | 1/29/15 | ENCROACHMENT REFUNDS | EXPEND TRUST FUND | NON-DEPARTMENTAL | 1,000.00 |
| | 1/29/15 | ENCROACHMENT REFUNDS | EXPEND TRUST FUND | NON-DEPARTMENTAL | 1,000.00 |
| | | | | TOTAL: | 3,000.00 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| ROTO-ROOTER SEWER & PLUMB | 1/29/15 | HYDRO JET WHEELER ST | GENERAL FUND | GOVERNMENT BLDGS DIV | 450.00 |
| | 1/29/15 | REPLACED SINK FAUCET | POMA & DMDC FUND | POMA/DMDC | 352.26 |
| | 1/29/15 | INSTALLED SINK FAUCET | POMA & DMDC FUND | POMA/DMDC | 251.99 |
| | 1/29/15 | REPLACE FAUCET- MEN'S RR | POMA & DMDC FUND | POMA/DMDC | 244.20 |
| | 1/29/15 | REPLACED FAUCETS | POMA & DMDC FUND | POMA/DMDC | 518.93_ |
| | | | | TOTAL: | 1,817.38 |
| SAFETY-KLEEN SYSTEMS INC | 1/29/15 | DRUM SERVICE | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 522.58_ |
| | | | | TOTAL: | 522.58 |
| SALINAS VALLEY PRO SQUAD | 2/04/15 | UNIFORMS KELBAUGH | GENERAL FUND | POLICE DEPARTMENT | 500.00_ |
| | | | | TOTAL: | 500.00 |
| SAME DAY SHRED | 2/04/15 | SHRED SVC 1/8/15 | GENERAL FUND | POLICE DEPARTMENT | 32.50_ |
| | | | | TOTAL: | 32.50 |
| SCUDDER ROOFING CO. | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 344.00 |
| | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 4,450.00 |
| | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 423.83 |
| | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 399.00 |
| | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 172.00 |
| | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 344.00 |
| | 2/04/15 | PARKER FLAT BLD. REPAIR | POMA & DMDC FUND | POMA/DMDC | 678.58 |
| | 1/29/15 | LAUNDRY ROOM BLDG. REPAIR | POMA & DMDC FUND | POMA/DMDC | 573.10 |
| | 1/29/15 | COMMUNITY CENTER REPAIR | POMA & DMDC FUND | POMA/DMDC | 879.38 |
| | 2/04/15 | POMA ROOF REPAIR- CDC | POMA & DMDC FUND | POMA/DMDC | 628.42 |
| | 2/04/15 | POMA ROOF REPAIR- LIBRARY | POMA & DMDC FUND | POMA/DMDC | 409.52_ |
| | | | | TOTAL: | 9,301.83 |
| SEASIDE EMPLOYEES ASSN | 1/28/15 | DUES | GENERAL FUND | NON-DEPARTMENTAL | 18.73 |
| | 1/28/15 | DUES | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 1.18 |
| | 1/28/15 | DUES | POMA & DMDC FUND | NON-DEPARTMENTAL | 2.84 |
| | 1/28/15 | DUES | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 2.63 |
| | 1/28/15 | DUES | STORMWATER FUND | NON-DEPARTMENTAL | 3.74 |
| | 1/28/15 | DUES | WATER FUND | NON-DEPARTMENTAL | 2.71 |
| | 1/28/15 | DUES | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 3.00 |
| | 1/28/15 | DUES | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 4.14 |
| | 1/28/15 | DUES | SA MERGED - LMIHF | NON-DEPARTMENTAL | 0.03_ |
| | | | | TOTAL: | 39.00 |
| SEASIDE MANAGEMENT ASSN | 1/28/15 | DUES | GENERAL FUND | NON-DEPARTMENTAL | 55.45 |
| | 1/28/15 | DUES | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 3.75- |
| | 1/28/15 | DUES | POMA & DMDC FUND | NON-DEPARTMENTAL | 4.30 |
| | 1/28/15 | DUES | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 2.00 |
| | 1/28/15 | DUES | STORMWATER FUND | NON-DEPARTMENTAL | 2.25 |
| | 1/28/15 | DUES | HS - MERGED HOUSIN | NON-DEPARTMENTAL | 0.25 |
| | 1/28/15 | DUES | WATER FUND | NON-DEPARTMENTAL | 3.00 |
| | 1/28/15 | DUES | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 1.50 |
| | 1/28/15 | DUES | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 3.25 |
| | 1/28/15 | DUES | SA FORT ORD CAPITA | NON-DEPARTMENTAL | 0.80 |
| | 1/28/15 | DUES | SA FT ORD - LMIHF | NON-DEPARTMENTAL | 0.10 |
| | 1/28/15 | DUES | SA MERGED CAPITAL | NON-DEPARTMENTAL | 0.75 |
| | 1/28/15 | DUES | SA MERGED - LMIHF | NON-DEPARTMENTAL | 0.10_ |
| | | | | TOTAL: | 70.00 |
| SEASIDE POLICE | 1/28/15 | DUES | GENERAL FUND | NON-DEPARTMENTAL | 2,058.78 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 1/28/15 | DUES | CA SUPP LAW ENF. F | NON-DEPARTMENTAL | 31.22 |
| | | | | TOTAL: | 2,090.00 |
| SEASIDE PUBLIC SAFETY | 1/28/15 | DUES | GENERAL FUND | NON-DEPARTMENTAL | 105.00 |
| | | | | TOTAL: | 105.00 |
| SENSUS METERING SYSTEMS | 1/29/15 | SYSTEM SUPPORT | WATER FUND | PUBLIC WORKS | 1,637.08 |
| | | | | TOTAL: | 1,637.08 |
| SHIRLEY K. TOFTE | 2/05/15 | CASE NO. | GENERAL FUND | NON-DEPARTMENTAL | 1,840.00 |
| | | | | TOTAL: | 1,840.00 |
| SIGN WORKS | 1/29/15 | 12 X 18 OUT OF SERVICE | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 258.00 |
| | | | | TOTAL: | 258.00 |
| SILKSCREEN EXPRESS | 2/04/15 | UNIFORMS | GENERAL FUND | RECREATION | 1,788.08 |
| | 2/04/15 | UNIFORMS | GENERAL FUND | RECREATION | 271.25 |
| | 1/29/15 | UNIFORMS | GENERAL FUND | YOUTH & EDUCATION CTR | 551.18 |
| | 1/29/15 | UNIFORMS | GENERAL FUND | SWIM CTR DIV. | 1,173.97 |
| | 2/04/15 | UNIFORMS | SENIOR PROGRAMS | INVALID DEPARTMENT | 117.18 |
| | | | | TOTAL: | 3,901.66 |
| SMART & FINAL | 1/29/15 | SENIORS - CONSUMABLES | SENIOR PROGRAMS | INVALID DEPARTMENT | 303.97 |
| | | | | TOTAL: | 303.97 |
| SPEED OF LIGHT TOWING AND | 2/04/15 | EVIDENCE TOW EG1402231 | GENERAL FUND | POLICE DEPARTMENT | 919.98 |
| | 2/04/15 | EVIDENCE TOW EG1404394 | GENERAL FUND | POLICE DEPARTMENT | 154.90 |
| | | | | TOTAL: | 1,074.88 |
| STAPLES ADVANTAGE | 2/04/15 | OFFICE SUPPLIES | GENERAL FUND | BOARDS & COMMISSIONS | 21.03 |
| | 1/29/15 | SEE PO DESCRIPTION | GENERAL FUND | CITY MANAGER | 74.64 |
| | 1/29/15 | SEE PO DESCRIPTION | GENERAL FUND | CITY MANAGER | 16.49 |
| | 2/04/15 | INVOICE # | GENERAL FUND | CITY MANAGER | 75.89 |
| | 1/29/15 | INK AND STAPLER | GENERAL FUND | FINANCE DEPARTMENT | 54.66 |
| | 2/04/15 | INK & BINDER | GENERAL FUND | FINANCE DEPARTMENT | 15.17 |
| | 1/29/15 | OFFICE SUPPLIES | GENERAL FUND | POLICE DEPARTMENT | 491.59 |
| | 1/29/15 | OFFICE SUPPLIES | GENERAL FUND | POLICE DEPARTMENT | 28.43 |
| | 2/04/15 | DESK PAD | GENERAL FUND | POLICE DEPARTMENT | 12.25 |
| | 2/04/15 | HP02 BLACK INK 2 PACK | GENERAL FUND | POLICE DEPARTMENT | 41.21 |
| | 1/29/15 | MISC INVOICES | GENERAL FUND | RESOURCE MANAGEMENT | 42.95 |
| | 1/29/15 | MISC INVOICES | GENERAL FUND | PLANNING DIV | 42.96 |
| | 1/29/15 | BLACK/WHITE TAPE | GENERAL FUND | ENGINEERING DIV | 22.76 |
| | 1/29/15 | OFFICE SUPPLIES | GENERAL FUND | RECREATION | 122.97 |
| | 2/04/15 | OFFICE SUPPLIES | GENERAL FUND | RECREATION | 458.65 |
| | 2/04/15 | OFFICE SUPPLIES | GENERAL FUND | RECREATION | 225.39 |
| | 2/04/15 | OFFICE SUPPLIES | GENERAL FUND | YOUTH & EDUCATION CTR | 61.32 |
| | 1/29/15 | DESKTOP CALENDAR | POMA & DMDC FUND | POMA/DMDC | 6.74 |
| | | | | TOTAL: | 1,815.10 |
| STATE OF CALIFORNIA | 2/06/15 | SIT PAYABLE | GENERAL FUND | NON-DEPARTMENTAL | 17,571.54 |
| | 2/06/15 | SIT PAYABLE | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 9.22 |
| | 2/06/15 | SIT PAYABLE | POMA & DMDC FUND | NON-DEPARTMENTAL | 146.52 |
| | 2/06/15 | SIT PAYABLE | CDBG FUND | NON-DEPARTMENTAL | 6.74 |
| | 2/06/15 | SIT PAYABLE | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 174.99 |
| | 2/06/15 | SIT PAYABLE | STORMWATER FUND | NON-DEPARTMENTAL | 110.51 |
| | 2/06/15 | SIT PAYABLE | HS - MERGED HOUSIN | NON-DEPARTMENTAL | 3.08 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 2/06/15 | SIT PAYABLE | WATER FUND | NON-DEPARTMENTAL | 240.15 |
| | 2/06/15 | SIT PAYABLE | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 85.75 |
| | 2/06/15 | SIT PAYABLE | MIS FUND | NON-DEPARTMENTAL | 149.10 |
| | 2/06/15 | SIT PAYABLE | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 240.54 |
| | 2/06/15 | SIT PAYABLE | SA FORT ORD CAPITA | NON-DEPARTMENTAL | 9.85 |
| | 2/06/15 | SIT PAYABLE | SA FT ORD - LMIHF | NON-DEPARTMENTAL | 1.25 |
| | 2/06/15 | SIT PAYABLE | SA MERGED CAPITAL | NON-DEPARTMENTAL | 9.16 |
| | 2/06/15 | SIT PAYABLE | SA MERGED - LMIHF | NON-DEPARTMENTAL | 6.37 |
| | | | | TOTAL: | 18,764.77 |
| SUPERIOR ELECTRIC CO. | 2/04/15 | MISC INVOICES | GENERAL FUND | GOVERNMENT BLDGS DIV | 1,287.50 |
| | 2/04/15 | MISC INVOICES | HIGHWY USER'S(2105 | TRAFFIC SAFETY PGM | 142.50 |
| | | | | TOTAL: | 1,430.00 |
| TRACY MOLFINO | 2/04/15 | STEMA PROJECT SVCS | GENERAL FUND | POLICE DEPARTMENT | 1,035.00 |
| | | | | TOTAL: | 1,035.00 |
| TRI-COUNTY BUSINESS SYSTEMS, INC. | 1/29/15 | SHARP ARM 12/15-3/14 | GENERAL FUND | ENGINEERING DIV | 97.83 |
| | | | | TOTAL: | 97.83 |
| U.S. BANCORP EQUIPMENT FINANCE, INC. | 2/04/15 | PD INVESTIGATIONS COPIER | GENERAL FUND | POLICE DEPARTMENT | 69.80 |
| | 2/04/15 | PD INVESTIGATIONS COPIER | GENERAL FUND | POLICE DEPARTMENT | 5.25 |
| | 1/29/15 | RECREATION COPIER | GENERAL FUND | COMMUNITY CTR DIV. | 291.31 |
| | | | | TOTAL: | 366.36 |
| U.S. BANK | 2/02/15 | U.S. BANK | SA MERGED DEBT SER | NON-DEPARTMENTAL | 42,608.81 |
| | | | | TOTAL: | 42,608.81 |
| U.S. BANK N.A. | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | NON-DEPARTMENTAL | 997.18 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | CITY COUNCIL | 113.03 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | CITY MANAGER | 263.72 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | CITY MANAGER | 1,011.31 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | CITY MANAGER | 4.66 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | CITY MANAGER | 4.66 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | CITY MANAGER | 9.32 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | CITY ATTORNEY | 604.51 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | FINANCE DEPARTMENT | 1,180.65 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | FINANCE DEPARTMENT | 7.30 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | POLICE DEPARTMENT | 1,331.09 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | POLICE DEPARTMENT | 402.00 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | POLICE DEPARTMENT | 314.73 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | POLICE DEPARTMENT | 14.66 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | RESOURCE MANAGEMENT | 85.43 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | RESOURCE MANAGEMENT | 9.22 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | BUILDING DIV | 614.84 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | PLANNING DIV | 628.61 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | PLANNING DIV | 1.92 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | PLANNING DIV | 1.92 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | PLANNING DIV | 7.33 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | PLANNING DIV | 2.42 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | PLANNING DIV | 3.38 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | PLANNING DIV | 5.86 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ECONOMIC DEVELOPMENT | 231.54 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ECONOMIC DEVELOPMENT | 1.92 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ECONOMIC DEVELOPMENT | 1.92 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ECONOMIC DEVELOPMENT | 1.47 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ECONOMIC DEVELOPMENT | 2.42 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ECONOMIC DEVELOPMENT | 3.38 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | GOVERNMENT BLDGS DIV | 52.56 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | PARKS DIV | 758.13 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ENGINEERING DIV | 349.54 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ENGINEERING DIV | 8.73 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ENGINEERING DIV | 3.49 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | ENGINEERING DIV | 10.48 |
| | 1/28/15 | PARS 6746022500 | GENERAL FUND | RECREATION | 672.57 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | RECREATION | 3.49 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | YOUTH & EDUCATION CTR | 3.93 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | YOUTH & EDUCATION CTR | 6.96 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | YOUTH & EDUCATION CTR | 18.83 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | YOUTH & EDUCATION CTR | 28.31 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | SWIM CTR DIV. | 87.16 |
| | 1/28/15 | PARS-ARS 457 6746022400 | GENERAL FUND | SR. SERVICES DIV. | 10.61 |
| | 1/28/15 | PARS 6746022500 | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 394.22- |
| | 1/28/15 | PARS 6746022500 | POMA & DMDC FUND | POMA/DMDC | 147.84 |
| | 1/28/15 | PARS 6746022500 | HIGHWY USER'S(2105 | PUBLIC WORKS | 285.07 |
| | 1/28/15 | PARS 6746022500 | STORMWATER FUND | STORMWATER OPS | 8.73 |
| | 1/28/15 | PARS 6746022500 | STORMWATER FUND | STORMWATER OPS | 3.49 |
| | 1/28/15 | PARS 6746022500 | STORMWATER FUND | STORMWATER OPS | 10.48 |
| | 1/28/15 | PARS 6746022500 | STORMWATER FUND | STORMWATER OPS | 212.30 |
| | 1/28/15 | PARS 6746022500 | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 24.35 |
| | 1/28/15 | PARS 6746022500 | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.32 |
| | 1/28/15 | PARS 6746022500 | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.32 |
| | 1/28/15 | PARS 6746022500 | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.26 |
| | 1/28/15 | PARS 6746022500 | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.38 |
| | 1/28/15 | PARS 6746022500 | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 0.58 |
| | 1/28/15 | PARS 6746022500 | WATER FUND | PUBLIC WORKS | 253.62 |
| | 1/28/15 | PARS 6746022500 | WATER FUND | PUBLIC WORKS | 8.73 |
| | 1/28/15 | PARS 6746022500 | WATER FUND | PUBLIC WORKS | 3.49 |
| | 1/28/15 | PARS 6746022500 | WATER FUND | PUBLIC WORKS | 10.48 |
| | 1/28/15 | PARS 6746022500 | WATER FUND | PUBLIC WORKS | 85.43 |
| | 1/28/15 | PARS 6746022500 | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 168.81 |
| | 1/28/15 | PARS-ARS 457 6746022400 | MIS FUND | NON-DEPARTMENTAL | 116.87 |
| | 1/28/15 | PARS 6746022500 | MIS FUND | MIS DEPT | 533.13 |
| | 1/28/15 | PARS-ARS 457 6746022400 | MIS FUND | MIS DEPT | 24.50 |
| | 1/28/15 | PARS 6746022500 | SAN. DISTRICT GEN. | SANITATION DISTRICT | 365.36 |
| | 1/28/15 | PARS 6746022500 | SAN. DISTRICT GEN. | SANITATION DISTRICT | 8.73 |
| | 1/28/15 | PARS 6746022500 | SAN. DISTRICT GEN. | SANITATION DISTRICT | 3.49 |
| | 1/28/15 | PARS 6746022500 | SAN. DISTRICT GEN. | SANITATION DISTRICT | 10.51 |
| | 1/28/15 | PARS 6746022500 | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 77.92 |
| | 1/28/15 | PARS 6746022500 | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 1.02 |
| | 1/28/15 | PARS 6746022500 | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 1.02 |
| | 1/28/15 | PARS 6746022500 | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 0.76 |
| | 1/28/15 | PARS 6746022500 | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 1.28 |
| | 1/28/15 | PARS 6746022500 | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 1.79 |
| | 1/28/15 | PARS 6746022500 | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 9.74 |
| | 1/28/15 | PARS 6746022500 | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.13 |
| | 1/28/15 | PARS 6746022500 | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.13 |
| | 1/28/15 | PARS 6746022500 | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.13 |
| | 1/28/15 | PARS 6746022500 | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.19 |
| | 1/28/15 | PARS 6746022500 | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 0.26 |
| | 1/28/15 | PARS 6746022500 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 73.06 |
| | 1/28/15 | PARS 6746022500 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.96 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| | 1/28/15 | PARS 6746022500 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.96 |
| | 1/28/15 | PARS 6746022500 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 0.58 |
| | 1/28/15 | PARS 6746022500 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 1.08 |
| | 1/28/15 | PARS 6746022500 | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 1.53 |
| | 1/28/15 | PARS 6746022500 | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 9.74 |
| | 1/28/15 | PARS 6746022500 | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.13 |
| | 1/28/15 | PARS 6746022500 | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.13 |
| | 1/28/15 | PARS 6746022500 | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.13 |
| | 1/28/15 | PARS 6746022500 | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.19 |
| | 1/28/15 | PARS 6746022500 | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 0.24 |
| | | | | TOTAL: | 11,953.34 |
| U.S. DEPT/EDUC NATIONAL PYMT CENTER | 2/05/15 | DEBT COLLECTION | GENERAL FUND | NON-DEPARTMENTAL | 95.37 |
| | | | | TOTAL: | 95.37 |
| UNITED SITE SERVICES, INC. | 2/04/15 | TRAILER KIT SINGLE | GENERAL FUND | PARKS DIV | 238.97 |
| | | | | TOTAL: | 238.97 |
| UNITED WAY OF MONTEREY PENINSULA | 2/05/15 | EMPLOYEE CONTRIBUTIONS | GENERAL FUND | NON-DEPARTMENTAL | 38.45 |
| | 2/05/15 | EMPLOYEE CONTRIBUTIONS | POMA & DMDC FUND | NON-DEPARTMENTAL | 2.76 |
| | 2/05/15 | EMPLOYEE CONTRIBUTIONS | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 1.10 |
| | 2/05/15 | EMPLOYEE CONTRIBUTIONS | STORMWATER FUND | NON-DEPARTMENTAL | 3.09 |
| | 2/05/15 | EMPLOYEE CONTRIBUTIONS | WATER FUND | NON-DEPARTMENTAL | 1.00 |
| | 2/05/15 | EMPLOYEE CONTRIBUTIONS | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 0.50 |
| | 2/05/15 | EMPLOYEE CONTRIBUTIONS | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 1.10 |
| | | | | TOTAL: | 48.00 |
| UPEC, LOCAL 792 | 2/09/15 | LIUNA/UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 315.15 |
| | 2/09/15 | LIUNA/UNION DUES | GENERAL FUND | NON-DEPARTMENTAL | 271.57 |
| | 2/09/15 | LIUNA/UNION DUES | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 6.56 |
| | 2/09/15 | LIUNA/UNION DUES | LAGUNA GRANDE PKG | NON-DEPARTMENTAL | 17.02 |
| | 2/09/15 | LIUNA/UNION DUES | POMA & DMDC FUND | NON-DEPARTMENTAL | 21.81 |
| | 2/09/15 | LIUNA/UNION DUES | POMA & DMDC FUND | NON-DEPARTMENTAL | 41.46 |
| | 2/09/15 | LIUNA/UNION DUES | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 25.49 |
| | 2/09/15 | LIUNA/UNION DUES | HIGHWY USER'S(2105 | NON-DEPARTMENTAL | 38.01 |
| | 2/09/15 | LIUNA/UNION DUES | STORMWATER FUND | NON-DEPARTMENTAL | 52.53 |
| | 2/09/15 | LIUNA/UNION DUES | STORMWATER FUND | NON-DEPARTMENTAL | 54.28 |
| | 2/09/15 | LIUNA/UNION DUES | WATER FUND | NON-DEPARTMENTAL | 34.96 |
| | 2/09/15 | LIUNA/UNION DUES | WATER FUND | NON-DEPARTMENTAL | 39.26 |
| | 2/09/15 | LIUNA/UNION DUES | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 41.50 |
| | 2/09/15 | LIUNA/UNION DUES | EQUIPMT MAINT FUND | NON-DEPARTMENTAL | 43.50 |
| | 2/09/15 | LIUNA/UNION DUES | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 20.75 |
| | 2/09/15 | LIUNA/UNION DUES | SAN. DISTRICT GEN. | NON-DEPARTMENTAL | 59.48 |
| | 2/09/15 | LIUNA/UNION DUES | SA MERGED - LMIHF | NON-DEPARTMENTAL | 0.42 |
| | | | | TOTAL: | 1,083.75 |
| USA TOWING | 1/29/15 | TOW EVID VEH FOR PRVNT | GENERAL FUND | POLICE DEPARTMENT | 180.00 |
| | 2/04/15 | FORD EXPLORER TOW1/2/15 | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 95.00 |
| | | | | TOTAL: | 275.00 |
| VALLEY SAW & GARDEN EQUIP | 1/29/15 | CARBURETOR | GENERAL FUND | PARKS DIV | 105.73 |
| | 1/29/15 | THROTTLE CABLE | GENERAL FUND | PARKS DIV | 28.76 |
| | | | | TOTAL: | 134.49 |
| VEL-COM | 2/04/15 | WIRELESS ANTENNA CONNECT | MIS FUND | MIS DEPT | 390.00 |
| | | | | TOTAL: | 390.00 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|---|---|---|---|---|---|
| VISION INTERNET PROVIDERS,INC. | 1/29/15 | WEB HOSTING FEE- JAN '15 | MIS FUND | MIS DEPT | 200.00_ |
| | | | | TOTAL: | 200.00 |
| WALLACE GROUP | 1/29/15 | CSD SEWER MAIN CLEANING | SAN. DISTRICT CAP. | SANITATION DISTRICT | 225.50_ |
| | | | | TOTAL: | 225.50 |
| WHITSON ENGINEERS | 1/29/15 | INV # 0015237 | PARKS-PLAYGROUND I | INVALID DEPARTMENT | 769.50 |
| | 1/29/15 | INV # 0015237 | PARKS-PLAYGROUND I | INVALID DEPARTMENT | 769.50 |
| | 1/29/15 | INV # 0015237 | PARKS-PLAYGROUND I | INVALID DEPARTMENT | 769.50 |
| | 1/29/15 | INV # 0015334 | PARKS-PLAYGROUND I | INVALID DEPARTMENT | 1,081.50 |
| | 1/29/15 | INV # 0015334 | PARKS-PLAYGROUND I | INVALID DEPARTMENT | 1,081.50 |
| | 1/29/15 | INV # 0015334 | PARKS-PLAYGROUND I | INVALID DEPARTMENT | 1,081.50 |
| | 1/29/15 | INV # 15337 | PARKS-PLAYGROUND I | INVALID DEPARTMENT | 94.88_ |
| | | | | TOTAL: | 5,647.88 |

| VENDOR NAME | DATE | DESCRIPTION | FUND | DEPARTMENT | AMOUNT |
|---|---|---|---|---|---|
| PRIESTAS, DAVID | 2/04/15 | US REFUNDS | WATER FUND | NON-DEPARTMENTAL | 16.97 |
| | | | | TOTAL: | 16.97 |
| TAPPEN, CHRISTO | 2/04/15 | US REFUNDS | WATER FUND | NON-DEPARTMENTAL | 14.36 |
| | | | | TOTAL: | 14.36 |
| DESANDRE, TERRI | 2/04/15 | US REFUNDS | WATER FUND | NON-DEPARTMENTAL | 11.33 |
| | | | | TOTAL: | 11.33 |
| CHAND, YATISH & | 2/04/15 | US REFUNDS | WATER FUND | NON-DEPARTMENTAL | 91.36 |
| | | | | TOTAL: | 91.36 |
| **PAYROLL EXPENSES | | 1/27/2015 - 2/09/2015 | GENERAL FUND | CITY COUNCIL | 2,834.95 |
| | | | GENERAL FUND | CITY MANAGER | 23,990.18 |
| | | | GENERAL FUND | CITY ATTORNEY | 4,361.54 |
| | | | GENERAL FUND | FINANCE DEPARTMENT | 19,127.34 |
| | | | GENERAL FUND | POLICE DEPARTMENT | 211,251.46 |
| | | | GENERAL FUND | FIRE DEPARTMENT | 109,023.42 |
| | | | GENERAL FUND | RESOURCE MANAGEMENT | 5,008.61 |
| | | | GENERAL FUND | BUILDING DIV | 6,870.18 |
| | | | GENERAL FUND | PLANNING DIV | 7,430.12 |
| | | | GENERAL FUND | ECONOMIC DEVELOPMENT | 4,255.32 |
| | | | GENERAL FUND | GOVERNMENT BLDGS DIV | 9,024.53 |
| | | | GENERAL FUND | PARKS DIV | 16,925.69 |
| | | | GENERAL FUND | ENGINEERING DIV | 9,036.81 |
| | | | GENERAL FUND | RECREATION | 6,580.19 |
| | | | GENERAL FUND | COMMUNITY CTR DIV. | 2,436.96 |
| | | | GENERAL FUND | YOUTH & EDUCATION CTR | 11,409.76 |
| | | | GENERAL FUND | SWIM CTR DIV. | 14,244.27 |
| | | | GENERAL FUND | SR. SERVICES DIV. | 1,616.46 |
| | | | LAGUNA GRANDE PKG | SEASIDE PKG AUTHORITY | 426.05 |
| | | | POMA & DMDC FUND | POMA/DMDC | 7,861.60 |
| | | | CDBG FUND | COMM. DEV. BLOCK GRANT | 155.70 |
| | | | HIGHWY USER'S(2105 | PUBLIC WORKS | 5,514.24 |
| | | | HIGHWY USER'S(2105 | HIGHWAY USERS | 1,957.46 |
| | | | CA SUPP LAW ENF. F | POLICE | 2,361.89 |
| | | | STORMWATER FUND | STORMWATER OPS | 6,928.56 |
| | | | HS - MERGED HOUSIN | HOUSING SUCCESSOR | 189.39 |
| | | | WATER FUND | PUBLIC WORKS | 8,787.02 |
| | | | EQUIPMT MAINT FUND | EQUIP MAINT DIV | 5,389.24 |
| | | | MIS FUND | MIS DEPT | 6,006.93 |
| | | | SAN. DISTRICT GEN. | SANITATION DISTRICT | 8,641.91 |
| | | | SA FORT ORD CAPITA | FORT ORD SUCCESSOR AGE | 604.63 |
| | | | SA FT ORD - LMIHF | FORT ORD SUCCESSOR AGE | 76.48 |
| | | | SA MERGED CAPITAL | MERGED SUCCESSOR AGENC | 562.72 |
| | | | SA MERGED - LMIHF | MERGED SUCCESSOR AGENC | 429.60 |
| | | | | TOTAL: | 521,321.21 |

VENDOR NAME DATE DESCRIPTION FUND DEPARTMENT AMOUNT_

=============== FUND TOTALS ================

| | | |
|---|---|---|
| 100 | GENERAL FUND | 845,916.96 |
| 103 | LAGUNA GRANDE PKG FUND | 1,990.70 |
| 113 | POMA & DMDC FUND | 18,839.84 |
| 200 | CDBG FUND | 252.51 |
| 203 | BJA GRANT FUND | 2,598.35 |
| 210 | HIGHWY USER'S(2105) FUND | 111,041.73 |
| 221 | CA SUPP LAW ENF. FUND | 3,352.65 |
| 243 | PRVNT | 2,904.00 |
| 251 | SENIOR PROGRAMS | 791.15 |
| 271 | STORMWATER FUND | 9,831.94 |
| 297 | HS - MERGED HOUSING | 280.53 |
| 342 | PARKS-PLAYGROUND IMPRVMNT | 5,647.88 |
| 401 | WATER FUND | 22,357.12 |
| 501 | EQUIPMT MAINT FUND | 15,825.97 |
| 503 | MIS FUND | 26,151.98 |
| 601 | EXPEND TRUST FUND | 18,231.75 |
| 951 | SAN. DISTRICT GEN. FUND | 15,430.48 |
| 952 | SAN. DISTRICT CAP. OUTLAY | 4,517.20 |
| 953 | SAN. DISTRICT CAP. IMPROV | 225.50 |
| 961 | SA FORT ORD CAPITAL PROJ | 5,893.26 |
| 963 | SA FT ORD - LMIHF | 113.28 |
| 971 | SA MERGED CAPITAL PROJ | 1,309.16 |
| 972 | SA MERGED DEBT SERVICE | 42,608.81 |
| 973 | SA MERGED - LMIHF | 990.56 |
| | GRAND TOTAL: | 1,157,103.31 |

TOTAL PAGES: 27

SELECTION CRITERIA

---

SELECTION OPTIONS

VENDOR SET: 01-City of Seaside
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 1/27/2015 THRU 2/09/2015

---

PAYROLL SELECTION

PAYROLL EXPENSES: YES
CHECK DATE: 1/27/2015 THRU 2/09/2015

---

PRINT OPTIONS

PRINT DATE: Check Date
SEQUENCE: By Vendor Name
DESCRIPTION: Item
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT
SIGNATURE LINES: 0

---

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

---

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.C.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Daphne Hodgson, Deputy City Manager Administrative Services
Rajnesh Narayan, Finance

**DATE:** February 19, 2015

**SUBJECT:** **ACCEPT AND FILE THE CASH AND INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2014**

---

## PURPOSE

Accept and file the City of Seaside Cash and Investment Report for the quarter ended December 31, 2014.

## RECOMMENDATION

Accept and file report.

## BACKGROUND

Section 53646 of the California State Government Code requires the fiscal officer to prepare a quarterly report detailing the City's cash and investments. The City of Seaside's Investment Policy requires a quarterly report also.

## FISCAL IMPACT

## ATTACHMENTS

1. SUMMARY OF POOLED CASH AND INVESTMENTS AS OF DECEMBER 31, 2014
2. CASH AND INVESTMENT REPORT-DETAIL AS OF DECEMBER 31,2014
3. CASH AND INVESTMENT ACTIVITY REPORT- AS OF OCTOBER 1 2014

THROUGH DECEMBER 31,2014

4. HISTORICAL LAIF INTEREST RATES
5. STATE OF CA POOLED MONEY IVESTMENT ACCOUNT MARKET VALUATION 12/31/14
6. LAIF PERFORMANCE REPORT QUARTER ENDING 12/31/14
7. PMIA AVERAGE MONTHLY EFFECTIVE YIELDS
8. LAIF QUARTERLY APPORTIONMENT RATES
9. PMIA SOURCE OF FUNDS QUARTER ENDING 12/31/14
10. PMI BOARD REPORT FISCAL YEAR 2013-14

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

Exhibit A

**CITY OF SEASIDE**
SUMMARY OF POOLED CASH AND INVESTMENTS
**AS OF DECEMBER 31,2014**

| DESCRIPTION | INSTITUTION | VALUATION | AMOUNT |
|---|---|---|---|
| General Checking | Rabobank | Market | $ 385,774.50 |
| AFLAC Checking | Rabobank | Market | $ 29,823.47 |
| Money Market | Rabobank | Market | $ 6,139,543.29 |
| York Tail Claims | Bank of America | Market | $ 40,420.82 |
| LAIF - City Funds | State Treasurer | Market | $ 4,080,037.57 |
| LAIF - Successor Agency Funds | State Treasurer | Market | $ 2,461,329.90 |
| LAIF - RDA 2003- Bond Capital Project | State Treasurer | Market | $ 1,046,168.78 |
| PNC Equipment Bond-179368000 | US Bank | Market | $ 1,086.04 |
| PNC Equipment Bond-184782000 | US Bank | Market | $ 226,011.00 |
| Bond 2001 Reserve, Redemption & Special accounts | US Bank | Market | $ - |
| Bond 2003 Reserve account | US Bank | Market | $ - |
| Bond 2006 Reserve & Installment accounts | US Bank | Market | $ 470,645.86 |
| Bond 2014 Reserve account | US Bank | Market | $ 10,933,247.47 |
| Pension Obligation Bond Program Reserve account | Wells Fargo Bank | Market | $ 449,779.26 |
| | | **Total** | **$ 26,263,867.96** |

I hereby certify that sufficient investment liquidity and anitcipated revenues are available to meet the City's and the Agency's aniticipated expenditure requirements for the next six months. (California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's Investment Policy.

Respectfully submitted,

John Dunn
City Manager

**CITY OF SEASIDE** Exhibit B

**CASH AND INVESTMENT REPORT - DETAIL AS OF DECEMBER 31, 2014**

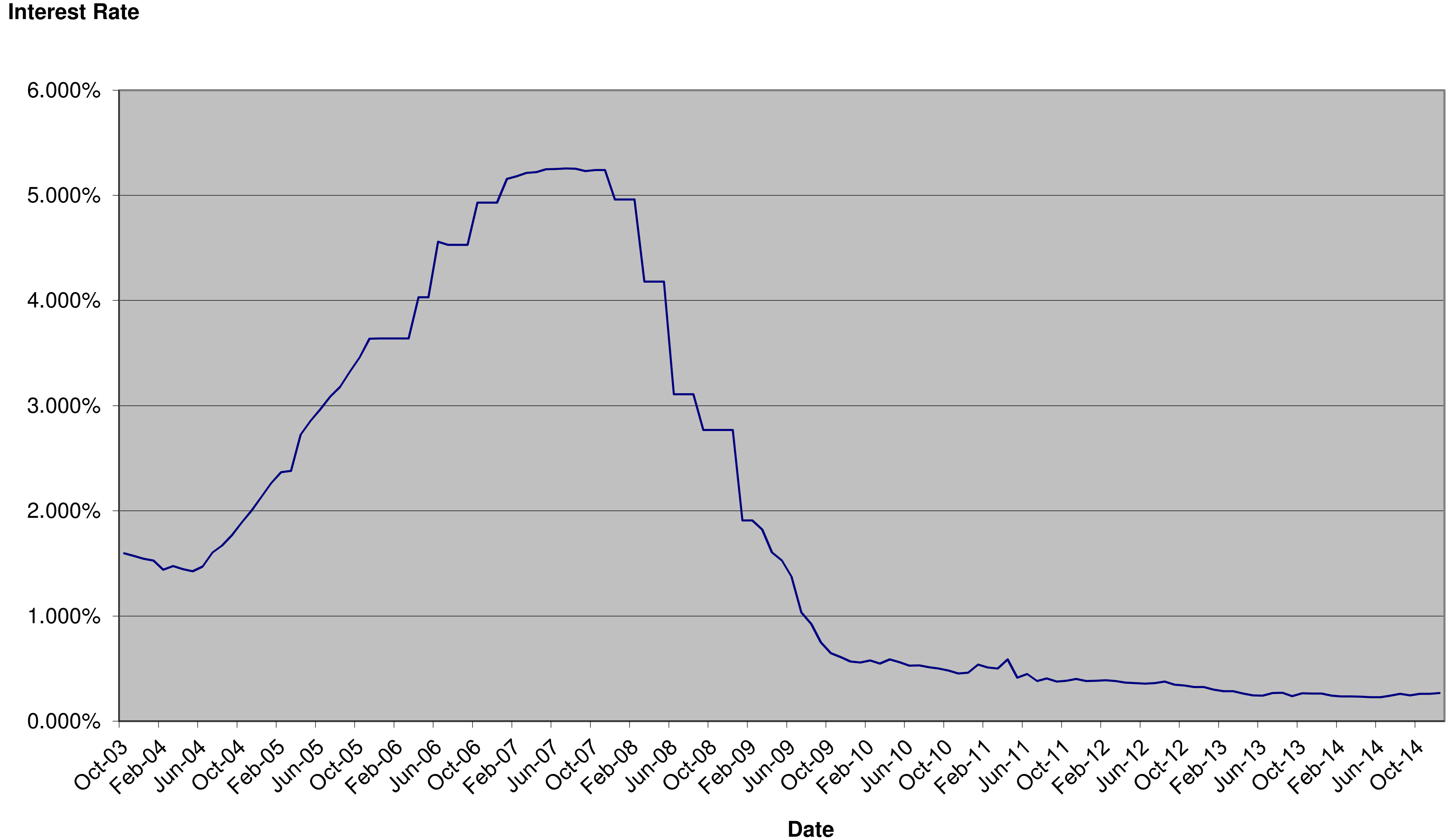
| | | Yield | Book Value | % of Total | Market Value |
|---|---|---|---|---|---|
| **Investments** | | | | | |
| State Treasurer LAIF | - City | **0.25%** | **4,080,037.57** | **15.53%** | **4,080,037.57** |
| | | | **-** | | |
| | - Successor Agency Funds | **0.25%** | **2,461,329.90** | **9.37%** | **2,461,329.90** |
| | -RDA 2003 Bonds | **0.25%** | **1,046,168.78** | **3.98%** | **1,046,168.78** |
| **Bond Reserve Accounts - held by trustees** | | | | | |
| US Bank - PNC Equipment Bonds-179368000 | | | | | |
| Installment Payment, Reserve | | **0.03%** | **1,086.04** | **0.00%** | **1,086.04** |
| US Bank - PNC Equipment Bonds-184782000 | | | | | |
| Installment Payment, Reserve | | **0.03%** | **226,011.00** | **0.86%** | **226,011.00** |
| US Bank - Golf Course 2006 Bonds | | | | | |
| Installment Payment, Reserve | | **0.03%** | **470,645.86** | **1.79%** | **470,645.86** |
| US Bank - Redevelopment Agency 2003 Bonds | | | | | |
| Reserve Account | | **0.03%** | **-** | **0.00%** | **-** |
| US Bank - Redevelopment Agency 2014 Bonds | | | | | |
| Reserve Account | | **0.03%** | **10,933,247.47** | **41.63%** | **10,933,247.47** |
| US Bank - Redevelopment Agency Merged Area Refunding 2001 Bonds | | | | | |
| Reserve Account | | **0.00%** | **-** | **0.00%** | **-** |
| Redemption Account | | **0.00%** | **-** | **0.00%** | **-** |
| Special Account | | **0.00%** | **-** | **0.00%** | **-** |
| Wells Fargo Bank | | | | | |
| Pension Obligation Bond Program Reserve Account | | **0.00%** | **449,779.26** | **1.71%** | **449,779.26** |
| **Checking Account** | | | | | |
| Rabobank - General Checking | | **0.00%** | **385,774.50** | **1.47%** | **385,774.50** |
| Bank of America-York Checking | | **0.00%** | **40,420.82** | **0.15%** | **40,420.82** |
| Rabobank - AFLAC Checking | | **0.00%** | **29,823.47** | **0.11%** | **29,823.47** |
| Rabobank - Money Market | | **0.36%** | **6,139,543.29** | **23.38%** | **6,139,543.29** |
| **Total Cash and Investments** | | | **26,263,867.96** | **100.00%** | **26,263,867.96** |

Exhi

**CITY OF SEASIDE**
**CASH AND INVESTMENT ACTIVITY REPORT AS OF**
**OCTOBER 1, 2014**
**THROUGH**
**DECEMBER 31, 2014**

| INSTITUTION | ACCOUNT STATUS | BEGINNING BALANCE | DEPOSITED | EXPENDED or TRANSFERRED | INTEREST EARNED | ENDING BALANCE |
|---|---|---|---|---|---|---|
| Rabobank - General Checking | OPEN | $ 527,631.03 | 12,941,931.87 | 13,083,788.40 | - | $ 385,774.50 |
| Rabobank - AFLAC Checking | OPEN | $ 27,014.97 | 6,664.72 | 3,856.22 | - | $ 29,823.47 |
| Rabobank, Money Market | OPEN | $ 5,746,618.77 | 4,300,000.00 | 3,910,000.00 | 2,924.52 | $ 6,139,543.29 |
| York Tail Claims | OPEN | $ 39,961.99 | 72,078.08 | 71,619.25 | - | $ 40,420.82 |
| LAIF - City | OPEN | $ 4,076,894.60 | - | - | 3,142.97 | $ 4,080,037.57 |
| LAIF - Successor Agency | OPEN | $ 2,459,562.03 | - | - | 1,767.87 | $ 2,461,329.90 |
| LAIF - Redevelopment 2003 Bonds | OPEN | $ 1,045,481.11 | - | - | 687.67 | $ 1,046,168.78 |
| PNC Equipment Bond- 179368000 | OPEN | $ 9,851.01 | - | 8,765.72 | 0.75 | $ 1,086.04 |
| PNC Equipment Bond-184782000 | OPEN | $ 316,035.98 | - | 90,046.79 | 21.81 | $ 226,011.00 |
| Bond 2001 Accounts - Reserve, Redemption, Special | CLOSED | $ - | - | - | - | $ - |
| Bond 2003 Accounts - Reserve, Interest | OPEN | $ 1,291,056.56 | - | 1,291,108.13 | 51.57 | $ (0.00) |
| Bond 2006 Accounts - Reserve, Installment | OPEN | $ 339,615.72 | 131,002.16 | - | 27.98 | $ 470,645.86 |
| Bond 2014 Accounts - Reserve, Interest | OPEN | $ - | 11,125,112.19 | 191,864.72 | - | $ 10,933,247.47 |
| Wells F Pension Obligation Bond Prog-Reserve Acct. | OPEN | $ 604,523.74 | - | 154,759.55 | 15.07 | $ 449,779.26 |
| | | **$ 16,484,247.51** | **28576789.02** | **18805808.78** | **8640.21** | **$ 26,263,867.96** |

## HISTORICAL LAIF INTEREST RATES



# State of California
# Pooled Money Investment Account
# Market Valuation
# 12/31/2014

| Description | Carrying Cost Plus Accrued Interest Purch. | Amortized Cost | Fair Value | Accrued Interest |
|---|---|---|---|---|
| | | | | |
| United States Treasury: | | | | |
| Bills | $ 10,887,243,396.32 | $ 10,893,046,311.71 | $ 10,892,425,500.00 | NA |
| Notes | $ 17,710,184,296.49 | $ 17,708,969,034.53 | $ 17,712,248,000.00 | $ 16,255,025.50 |
| | | | | |
| Federal Agency: | | | | |
| SBA | $ 546,751,742.21 | $ 546,751,742.21 | $ 542,196,891.53 | $ 499,449.17 |
| MBS-REMICs | $ 104,044,287.57 | $ 104,044,287.57 | $ 110,871,394.73 | $ 495,601.80 |
| Debentures | $ 1,856,527,095.09 | $ 1,856,522,928.42 | $ 1,855,996,950.00 | $ 3,710,279.75 |
| Debentures FR | $ - | $ - | $ - | $ - |
| Discount Notes | $ 1,349,432,083.34 | $ 1,349,892,944.44 | $ 1,349,948,000.00 | NA |
| GNMA | $ - | $ - | $ - | $ - |
| | | | | |
| Supranational Debentures | $ 450,246,568.19 | $ 450,199,693.19 | $ 449,536,000.00 | $ 759,031.50 |
| | | | | |
| CDs and YCDs FR | $ - | $ - | $ - | $ - |
| Bank Notes | $ 500,000,000.00 | $ 500,000,000.00 | $ 499,853,180.04 | $ 220,944.45 |
| CDs and YCDs | $ 9,450,006,464.82 | $ 9,450,006,464.82 | $ 9,446,060,558.99 | $ 4,073,958.30 |
| Commercial Paper | $ 5,468,678,264.43 | $ 5,469,479,438.27 | $ 5,468,593,770.00 | NA |
| | | | | |
| Corporate: | | | | |
| Bonds FR | $ - | $ - | $ - | $ - |
| Bonds | $ - | $ - | $ - | $ - |
| | | | | |
| Repurchase Agreements | $ - | $ - | $ - | $ - |
| Reverse Repurchase | $ - | $ - | $ - | $ - |
| | | | | |
| Time Deposits | $ 5,035,240,000.00 | $ 5,035,240,000.00 | $ 5,035,240,000.00 | NA |
| AB 55 & GF Loans | $ 6,910,533,523.59 | $ 6,910,533,523.59 | $ 6,910,533,523.59 | NA |
| | | | | |
| TOTAL | $ 60,268,887,722.05 | $ 60,274,686,368.75 | $ 60,273,503,768.88 | $ 26,014,290.47 |

Fair Value Including Accrued Interest $ 60,299,518,059.35

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost **(0.99998038)**.
As an example: if an agency has an account balance of $20,000,000.00, then the agency would report its participation in the LAIF valued at $19,999,607.60 or $20,000,000.00 x **0.99998038**.

# JOHN CHIANG
# TREASURER
# STATE OF CALIFORNIA

## PMIA Performance Report

| Date | Daily Yield* | Quarter to Date Yield | Average Maturity (in days) |
|---|---|---|---|
| 01/15/15 | 0.26 | 0.27 | 211 |
| 01/16/15 | 0.26 | 0.27 | 211 |
| 01/17/15 | 0.26 | 0.27 | 211 |
| 01/18/15 | 0.26 | 0.27 | 211 |
| 01/19/15 | 0.26 | 0.27 | 211 |
| 01/20/15 | 0.26 | 0.27 | 208 |
| 01/21/15 | 0.26 | 0.26 | 212 |
| 01/22/15 | 0.26 | 0.26 | 211 |
| 01/23/15 | 0.26 | 0.26 | 210 |
| 01/24/15 | 0.26 | 0.26 | 210 |
| 01/25/15 | 0.26 | 0.26 | 210 |
| 01/26/15 | 0.26 | 0.26 | 205 |
| 01/27/15 | 0.26 | 0.26 | 204 |
| 01/28/15 | 0.26 | 0.26 | 207 |

*Daily yield does not reflect capital gains or losses

## LAIF Performance Report

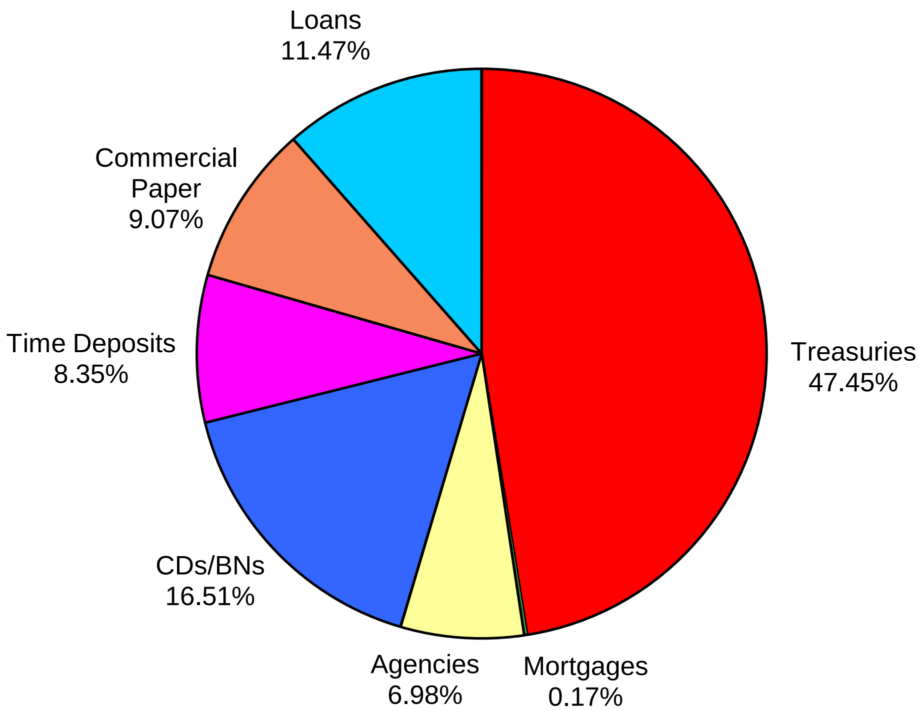
**Quarter Ending 12/31/14**

| | |
|---|---|
| Apportionment Rate: | 0.25% |
| Earnings Ratio: | 0.00000696536180771 |
| Fair Value Factor: | 0.99998038 |
| Daily: | 0.26% |
| Quarter To Date: | 0.26% |
| Average Life: | 200 |

### PMIA Average Monthly Effective Yields

| | |
|---|---|
| **DEC 2014** | **0.267%** |
| NOV 2014 | 0.261% |
| OCT 2014 | 0.261% |

Pooled Money Investment Account
Portfolio Composition
$60.3 billion
12/31/14



California State Treasurer
John Chiang

Home | Open Government | Careers | Contact

Search

Home PMIA Home PMIA Contacts Time Deposit Contacts LAIF

Home ->> PMIA ->> PMIA Average Monthly Effective Yields

POOLED MONEY INVESTMENT ACCOUNT

# PMIA Average Monthly Effective Yields

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1977 | 5.770 | 5.660 | 5.660 | 5.650 | 5.760 | 5.850 | 5.930 | 6.050 | 6.090 | 6.090 | 6.610 | 6.730 |
| 1978 | 6.920 | 7.050 | 7.140 | 7.270 | 7.386 | 7.569 | 7.652 | 7.821 | 7.871 | 8.110 | 8.286 | 8.769 |
| 1979 | 8.777 | 8.904 | 8.820 | 9.082 | 9.046 | 9.224 | 9.202 | 9.528 | 9.259 | 9.814 | 10.223 | 10.218 |
| 1980 | 10.980 | 11.251 | 11.490 | 11.480 | 12.017 | 11.798 | 10.206 | 9.870 | 9.945 | 10.056 | 10.426 | 10.961 |
| 1981 | 10.987 | 11.686 | 11.130 | 11.475 | 12.179 | 11.442 | 12.346 | 12.844 | 12.059 | 12.397 | 11.887 | 11.484 |
| 1982 | 11.683 | 12.044 | 11.835 | 11.773 | 12.270 | 11.994 | 12.235 | 11.909 | 11.151 | 11.111 | 10.704 | 10.401 |
| 1983 | 10.251 | 9.887 | 9.688 | 9.868 | 9.527 | 9.600 | 9.879 | 10.076 | 10.202 | 10.182 | 10.164 | 10.227 |
| 1984 | 10.312 | 10.280 | 10.382 | 10.594 | 10.843 | 11.119 | 11.355 | 11.557 | 11.597 | 11.681 | 11.474 | 11.024 |
| 1985 | 10.579 | 10.289 | 10.118 | 10.025 | 10.180 | 9.743 | 9.656 | 9.417 | 9.572 | 9.482 | 9.488 | 9.371 |
| 1986 | 9.252 | 9.090 | 8.958 | 8.621 | 8.369 | 8.225 | 8.141 | 7.844 | 7.512 | 7.586 | 7.432 | 7.439 |
| 1987 | 7.365 | 7.157 | 7.205 | 7.044 | 7.294 | 7.289 | 7.464 | 7.562 | 7.712 | 7.825 | 8.121 | 8.071 |
| 1988 | 8.078 | 8.050 | 7.945 | 7.940 | 7.815 | 7.929 | 8.089 | 8.245 | 8.341 | 8.397 | 8.467 | 8.563 |
| 1989 | 8.698 | 8.770 | 8.870 | 8.992 | 9.227 | 9.204 | 9.056 | 8.833 | 8.801 | 8.771 | 8.685 | 8.645 |
| 1990 | 8.571 | 8.538 | 8.506 | 8.497 | 8.531 | 8.538 | 8.517 | 8.382 | 8.333 | 8.321 | 8.269 | 8.279 |
| 1991 | 8.164 | 8.002 | 7.775 | 7.666 | 7.374 | 7.169 | 7.098 | 7.072 | 6.859 | 6.719 | 6.591 | 6.318 |
| 1992 | 6.122 | 5.863 | 5.680 | 5.692 | 5.379 | 5.323 | 5.235 | 4.958 | 4.760 | 4.730 | 4.659 | 4.647 |
| 1993 | 4.678 | 4.649 | 4.624 | 4.605 | 4.427 | 4.554 | 4.438 | 4.472 | 4.430 | 4.380 | 4.365 | 4.384 |
| 1994 | 4.359 | 4.176 | 4.248 | 4.333 | 4.434 | 4.623 | 4.823 | 4.989 | 5.106 | 5.243 | 5.380 | 5.528 |
| 1995 | 5.612 | 5.779 | 5.934 | 5.960 | 6.008 | 5.997 | 5.972 | 5.910 | 5.832 | 5.784 | 5.805 | 5.748 |
| 1996 | 5.698 | 5.643 | 5.557 | 5.538 | 5.502 | 5.548 | 5.587 | 5.566 | 5.601 | 5.601 | 5.599 | 5.574 |
| 1997 | 5.583 | 5.575 | 5.580 | 5.612 | 5.634 | 5.667 | 5.679 | 5.690 | 5.707 | 5.705 | 5.715 | 5.744 |
| 1998 | 5.742 | 5.720 | 5.680 | 5.672 | 5.673 | 5.671 | 5.652 | 5.652 | 5.639 | 5.557 | 5.492 | 5.374 |
| 1999 | 5.265 | 5.210 | 5.136 | 5.119 | 5.086 | 5.095 | 5.178 | 5.225 | 5.274 | 5.391 | 5.484 | 5.639 |
| 2000 | 5.760 | 5.824 | 5.851 | 6.014 | 6.190 | 6.349 | 6.443 | 6.505 | 6.502 | 6.517 | 6.538 | 6.535 |
| 2001 | 6.372 | 6.169 | 5.976 | 5.760 | 5.328 | 4.958 | 4.635 | 4.502 | 4.288 | 3.785 | 3.526 | 3.261 |
| 2002 | 3.068 | 2.967 | 2.861 | 2.845 | 2.740 | 2.687 | 2.714 | 2.594 | 2.604 | 2.487 | 2.301 | 2.201 |
| 2003 | 2.103 | 1.945 | 1.904 | 1.858 | 1.769 | 1.697 | 1.653 | 1.632 | 1.635 | 1.596 | 1.572 | 1.545 |
| 2004 | 1.528 | 1.440 | 1.474 | 1.445 | 1.426 | 1.469 | 1.604 | 1.672 | 1.771 | 1.890 | 2.003 | 2.134 |
| 2005 | 2.264 | 2.368 | 2.542 | 2.724 | 2.856 | 2.967 | 3.083 | 3.179 | 3.324 | 3.458 | 3.636 | 3.808 |
| 2006 | 3.955 | 4.043 | 4.142 | 4.305 | 4.563 | 4.700 | 4.849 | 4.946 | 5.023 | 5.098 | 5.125 | 5.129 |
| 2007 | 5.156 | 5.181 | 5.214 | 5.222 | 5.248 | 5.250 | 5.255 | 5.253 | 5.231 | 5.137 | 4.962 | 4.801 |
| 2008 | 4.620 | 4.161 | 3.777 | 3.400 | 3.072 | 2.894 | 2.787 | 2.779 | 2.774 | 2.709 | 2.568 | 2.353 |
| 2009 | 2.046 | 1.869 | 1.822 | 1.607 | 1.530 | 1.377 | 1.035 | 0.925 | 0.750 | 0.646 | 0.611 | 0.569 |
| 2010 | 0.558 | 0.577 | 0.547 | 0.588 | 0.560 | 0.528 | 0.531 | 0.513 | 0.500 | 0.480 | 0.454 | 0.462 |
| 2011 | 0.538 | 0.512 | 0.500 | 0.588 | 0.413 | 0.448 | 0.381 | 0.408 | 0.378 | 0.385 | 0.401 | 0.382 |
| 2012 | 0.385 | 0.389 | 0.383 | 0.367 | 0.363 | 0.358 | 0.363 | 0.377 | 0.348 | 0.340 | 0.324 | 0.326 |
| 2013 | 0.300 | 0.286 | 0.285 | 0.264 | 0.245 | 0.244 | 0.267 | 0.271 | 0.257 | 0.266 | 0.263 | 0.264 |
| 2014 | 0.244 | 0.236 | 0.236 | 0.233 | 0.228 | 0.228 | 0.244 | 0.260 | 0.246 | 0.261 | 0.261 | 0.267 |

Home | Comments | Disclosure and Privacy Notice | Accessibility Statement | Unclaimed Property | Site Map | Download Adobe Reader

California State Treasurer
John Chiang



LOCAL AGENCY INVESTMENT FUND

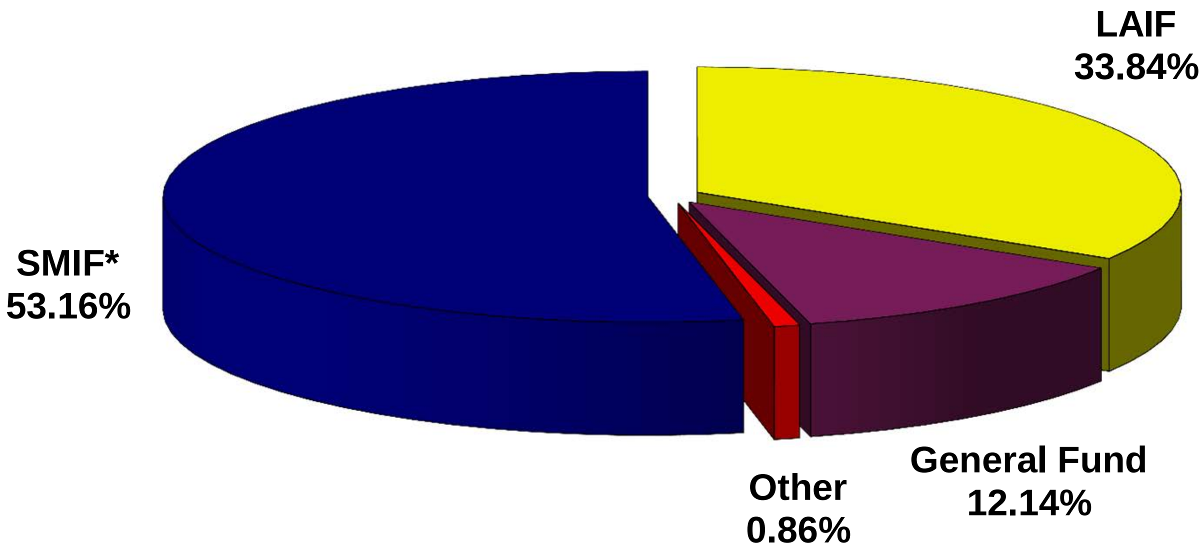
# Quarterly Apportionment Rates

| | March | June | September | December |
|---|---|---|---|---|
| **1977** | 5.68 | 5.78 | 5.84 | 6.45 |
| **1978** | 6.97 | 7.35 | 7.86 | 8.32 |
| **1979** | 8.81 | 9.10 | 9.26 | 10.06 |
| **1980** | 11.11 | 11.54 | 10.01 | 10.47 |
| **1981** | 11.23 | 11.68 | 12.40 | 11.91 |
| **1982** | 11.82 | 11.99 | 11.74 | 10.71 |
| **1983** | 9.87 | 9.64 | 10.04 | 10.18 |
| **1984** | 10.32 | 10.88 | 11.53 | 11.41 |
| **1985** | 10.32 | 9.98 | 9.54 | 9.43 |
| **1986** | 9.09 | 8.39 | 7.81 | 7.48 |
| **1987** | 7.24 | 7.21 | 7.54 | 7.97 |
| **1988** | 8.01 | 7.87 | 8.20 | 8.45 |
| **1989** | 8.76 | 9.13 | 8.87 | 8.68 |
| **1990** | 8.52 | 8.50 | 8.39 | 8.27 |
| **1991** | 7.97 | 7.38 | 7.00 | 6.52 |
| **1992** | 5.87 | 5.45 | 4.97 | 4.67 |
| **1993** | 4.64 | 4.51 | 4.44 | 4.36 |
| **1994** | 4.25 | 4.45 | 4.96 | 5.37 |
| **1995** | 5.76 | 5.98 | 5.89 | 5.76 |
| **1996** | 5.62 | 5.52 | 5.57 | 5.58 |
| **1997** | 5.56 | 5.63 | 5.68 | 5.71 |
| **1998** | 5.70 | 5.66 | 5.64 | 5.46 |
| **1999** | 5.19 | 5.08 | 5.21 | 5.49 |
| **2000** | 5.80 | 6.18 | 6.47 | 6.52 |
| **2001** | 6.16 | 5.32 | 4.47 | 3.52 |
| **2002** | 2.96 | 2.75 | 2.63 | 2.31 |
| **2003** | 1.98 | 1.77 | 1.63 | 1.56 |
| **2004** | 1.47 | 1.44 | 1.67 | 2.00 |
| **2005** | 2.38 | 2.85 | 3.18 | 3.63 |
| **2006** | 4.03 | 4.53 | 4.93 | 5.11 |
| **2007** | 5.17 | 5.23 | 5.24 | 4.96 |
| **2008** | 4.18 | 3.11 | 2.77 | 2.54 |
| **2009** | 1.91 | 1.51 | 0.90 | 0.60 |
| **2010** | 0.56 | 0.56 | 0.51 | 0.46 |
| **2011** | 0.51 | 0.48 | 0.38 | 0.38 |
| **2012** | 0.38 | 0.36 | 0.35 | 0.32 |
| **2013** | 0.28 | 0.24 | 0.26 | 0.26 |
| **2014** | 0.23 | 0.22 | 0.24 | 0.25 |

# SOURCE OF FUNDS

## Pooled Money Investment Account
## Quarter Ending 12/31/14
## Average Quarterly Balance
## $56.341 Billion

**(Revised as of 1/28/15)**




* Surplus Money Investment Fund

# POOLED MONEY INVESTMENT BOARD

## 58th Annual Report | Fiscal Year 2013-14

**BILL LOCKYER | State Treasurer and Chairman**

# Contents

# Preface

## POOLED MONEY INVESTMENT BOARD

The Pooled Money Investment Board (PMIB), created by the Legislature in 1955, is comprised of the State Treasurer, as chairman, the State Controller and the Director of Finance. At the end of Fiscal Year 2013-14, the members were Bill Lockyer, State Treasurer; John Chiang, State Controller; and Michael Cohen, Director of Finance.

The purpose of the PMIB is to design and administer an effective cash management and investment program, called the Pooled Money Investment Account (PMIA). The PMIA uses all monies flowing through the State Treasurer's bank accounts and keeps all available funds invested consistent with the goals of safety, liquidity and yield.

The law restricts the State Treasurer to investments in the following categories: U.S. government securities; securities of federally-sponsored agencies; California state securities; California municipal bonds or warrants; domestic corporate bonds; interest-bearing time deposits in California banks, savings and loan associations, and credit unions; prime-rated commercial paper; repurchase and reverse repurchase agreements; security loans; banker's acceptances; negotiable certificates of deposit; negotiable order of withdrawal accounts; and loans to various bond funds. The investment and demand account programs, over which the PMIB has oversight and are administered by the State Treasurer, will be covered in this report.

During Fiscal Year 2013-14, the PMIA's earnings totaled nearly $138 million. Approximately $50 million of this amount was credited to units of local government as a result of their deposits in the investment pool. The level of local governments' combined voluntary investment, which averaged $20.16 billion daily, reflects the confidence these agencies have in the State Treasurer's investment management capabilities. The magnitude of these investment earnings provide a significant reduction in the tax burden that otherwise would be imposed on the citizens of California.

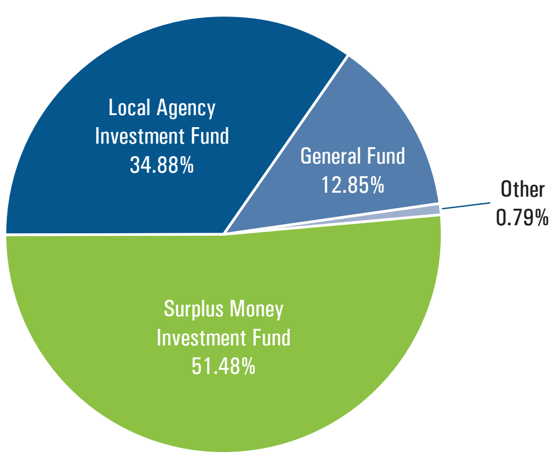
# 1. Pooled Money Investment Account

Resources of the PMIA averaged $57.569 billion per day during Fiscal Year 2013-14, although the daily figures fluctuated widely with receipts and disbursements.

On the closing day of the Fiscal Year, the following resources were on hand in the PMIA:

| | |
|---|---|
| Securities | $59,741,775,408 |
| General Fund Loans | $0 |
| AB 55 Loans | $314,253,721 |
| Time Deposit Balances | $4,790,140,000 |
| Demand Deposit Balances | $ 2,463,917,711 |
| **TOTAL RESOURCES** | **$67,310,086,840** |

**SOURCE OF FUNDS, PMIA**
**QUARTER ENDING 6/30/14**
**AVERAGE QUARTERLY BALANCE: $60.095 billion**




**SUMMARY STATISTICS**

| | | |
|---|---|---|
| Demand Accounts | $2.233 | billion per day on the average |
| Portfolio | $55.336 | billion per day on the average |
| Resources | $57.569 | billion per day on the average |
| Earnings | $127.410 | million from security investments |
| | $4.550 | million from bank time deposits |
| | $5.755 | million from General Fund loans |
| Earning Rate | 0.25 | percent average for all investments |
| Dollar Value of Investment Transactions | $259.6 | billion |
| Number of Investment Transactions | 5,808 | transactions |
| Time Deposits | 66 | banks, credit unions and savings banks held PMIA money at year-end |

## INVESTMENT PROGRAM

While the PMIB designates how much shall be invested in interest-bearing time deposit accounts and securities, it is the responsibility of the State Treasurer to administer the investment program on a day-to-day basis in line with overall PMIB policy. This entails a daily determination of amounts available for investment, or the need for liquidating securities to meet estimated warrant redemption requirements, while maintaining the approved compensating balance position. This means that the State Treasurer must continually adjust the estimates for receipts and disbursements to reflect current, available information.

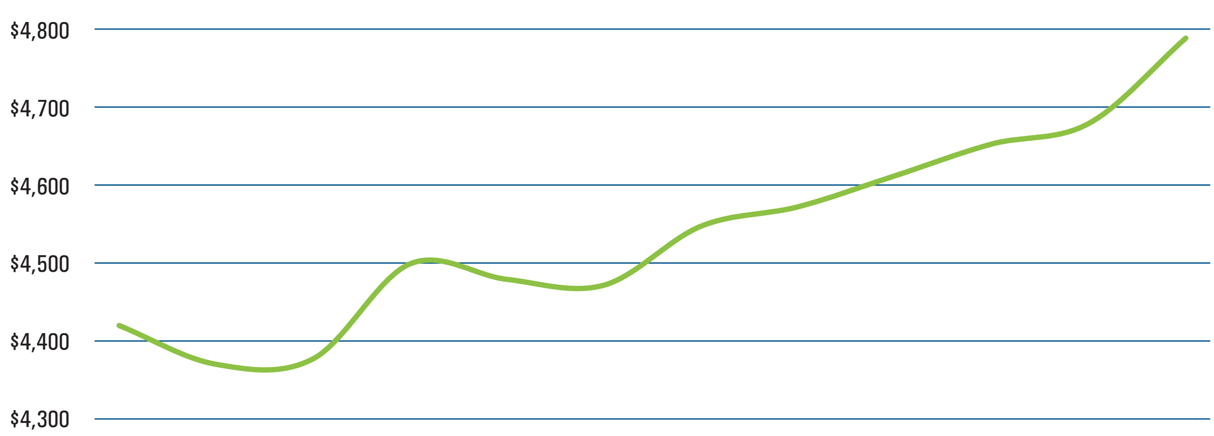
For Fiscal Year 2013-14, daily investments in time deposits ranged from $4.370 billion to $4.790 billion and averaged daily $4.517 billion. There were 1,104 time deposit transactions totaling $25.186 billion during the year. California commercial banks, savings banks and credit unions receiving these state deposits must secure them with approved securities having a market value of at least 110 percent of the deposits or with approved promissory notes secured by mortgages or deeds of trust having a market value of at least 150 percent of the deposits. The same collateral requirements also apply to the State's demand accounts. From December 30, 2010 to December 31, 2012, the FDIC fully insured all non-interest bearing demand accounts. At the end of Fiscal Year 2013-14, interest-bearing time deposits were held by 57 commercial banks, seven credit unions and two savings banks throughout California. For the fiscal year, PMIA holdings in time deposits had an average yield of 0.10 percent.

The amount of money designated by the PMIB for investment in securities varies dramatically throughout the year. Such designations are made at least monthly. Again, the State Treasurer handles the actual investments, determining the issue and maturity of authorized securities to be bought or sold in accordance with cash needs and both current and projected market conditions. During Fiscal Year 2013-14, there were 2,411 security purchase transactions and 2,293 security sales or redemption transactions, with a total investment activity of $234.456 billion. The overall return on investments was 0.25 percent.

Total earnings for the PMIA in Fiscal Year 2013-14 were $137.715 million. These earnings were credited as follows:

| | |
|---|---|
| Surplus Money Investment Fund | $70,588,656 |
| Local Agency Investment Fund | $50,201,413 |
| General Fund | $15,980,376 |
| Public Employees' Retirement Fund | $498,810 |
| Teachers' Retirement Fund | $278,527 |
| Fish and Game Preservation Fund | $167,087 |
| **TOTAL EARNINGS** | **$137,714,869** |

**TIME DEPOSITS BY MONTH-END, FISCAL YEAR 2013-14 ($ in millions)**




| Date | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Amount | $4,419.6 | $4,369.6 | $4,376.6 | $4,499.1 | $4,479.1 | $4,471.6 | $4,547.6 | $4,572.6 | $4,612.6 | $4,653.6 | $4,680.1 | $4,790.1 |

The portfolio holdings of the PMIA for Fiscal Year 2013-14 by term and security type are illustrated in the following tables:

**SCHEDULE OF SECURITY PURCHASES BY TERM, FISCAL YEAR 2013-14 (At cost - $ in thousands)**

| Month | Under 10 Days | 10–29 Days | 30–89 Days | 90 Days–1 Year | 1–3 Years | Over 3 Years | Totals |
|---|---|---|---|---|---|---|---|
| July 2013 | $2,099,984 | $200,000 | $0 | $199,776 | $0 | $27,454 | $2,527,214 |
| August | $3,249,964 | $2,345,031 | $3,124,882 | $2,348,856 | $299,555 | $0 | $11,368,288 |
| September | $2,199,985 | $4,899,895 | $1,049,974 | $2,048,200 | $99,736 | $46,457 | $10,344,247 |
| October | $849,988 | $2,249,979 | $1,599,948 | $899,319 | $0 | $0 | $5,599,234 |
| November | $949,990 | $4,349,953 | $649,947 | $2,398,812 | $200,489 | $49,917 | $8,599,108 |
| December | $449,993 | $2,949,928 | $2,249,915 | $4,547,959 | $599,268 | $17,895 | $10,814,958 |
| January 2014 | $749,996 | $2,349,928 | $3,674,845 | $4,497,010 | $1,000,254 | $0 | $12,272,033 |
| February | $1,399,990 | $3,049,926 | $649,974 | $2,698,696 | $0 | $0 | $7,798,586 |
| March | $1,349,991 | $2,549,973 | $1,349,920 | $2,898,734 | $25,000 | $0 | $8,173,618 |
| April | $1,049,995 | $1,949,958 | $4,699,682 | $8,047,384 | $2,102,754 | $26,586 | $17,876,359 |
| May | $1,149,990 | $1,199,978 | $2,724,853 | $2,448,513 | $500,054 | $0 | $8,023,388 |
| June | $1,349,984 | $2,149,955 | $2,299,939 | $6,617,131 | $4,300,854 | $24,867 | $16,742,730 |
| **TOTAL** | **$16,849,850** | **$30,244,504** | **$24,073,879** | **$39,650,390** | **$9,127,964** | **$193,176** | **$120,139,763** |
| **PERCENT** | **14.03%** | **25.17%** | **20.04%** | **33.00%** | **7.60%** | **0.16%** | **100.00%** |

## ANALYSIS OF THE PORTFOLIO, FISCAL YEAR 2013-14

| Type Of Security | Average Daily Portfolio | Percent of Portfolio (%) | Earnings For Year | Average Portfolio Life on 6/30/14 (in Days) |
|---|---|---|---|---|
| U.S. Treasury Bills/Strips | $14,301,103,260 | 25.84 | $18,599,526 | 203 |
| U.S. Treasury Bonds/Notes | $17,893,215,539 | 32.34 | $68,813,551 | 426 |
| Federal Agency Cpn Securities | $2,289,449,091 | 4.14 | $8,171,037 | 270 |
| Federal Agency Discount Notes | $1,848,496,717 | 3.34 | $2,037,124 | 75 |
| GNMA | $78 | 0.00 | $10 | 0 |
| FHLMC / REMIC | $149,627,378 | 0.27 | $8,561,072 | 4,381 |
| Negotiable CDs / Bank Notes | $7,903,954,070 | 14.28 | $15,048,774 | 132 |
| Time Deposits | $4,517,204,384 | 8.16 | $4,550,415 | 66 |
| Bankers Acceptances | $0 | 0.00 | $0 | 0 |
| Commercial Paper | $3,849,879,269 | 6.96 | $4,687,297 | 39 |
| Corporate Bonds | $0 | 0.00 | $0 | 0 |
| Repurchase Agreements | $0 | 0.00 | $0 | 0 |
| Reverse Repurchase Agreements | $0 | 0.00 | $0 | 0 |
| AB 55 Loans | $319,326,663 | 0.58 | $1,491,427 | 201 |
| General Fund Loans | $2,263,359,726 | 4.09 | $5,754,636 | 0 |
| **TOTAL PORTFOLIO** | **$55,335,616,175** | **100.00%** | **$137,714,869** | **232** |

## SUMMARY OF INVESTMENTS AND EARNINGS FOR FISCAL YEAR ENDING JUNE 30, 2005 THROUGH 2014 ($ in thousands)

INVESTMENT IN SECURITIES

| Fiscal Year | Average Daily Investment | Earnings | Earnings Rate (%) |
|---|---|---|---|
| 2004-05 | $47,229,141 | $1,073,098 | 2.27 |
| 2005-06 | $48,095,303 | $1,850,015 | 3.85 |
| 2006-07 | $49,143,376 | $2,512,140 | 5.11 |
| 2007-08 | $53,475,554 | $2,376,670 | 4.44 |
| 2008-09 | $45,780,185 | $1,109,867 | 2.42 |
| 2009-10 | $50,860,515 | $349,144 | 0.69 |
| 2010-11 | $56,768,448 | $294,039 | 0.52 |
| 2011-12 | $50,379,295 | $204,808 | 0.41 |
| 2012-13 | $50,680,825 | $160,581 | 0.32 |
| 2013-14 | $48,555,052 | $127,410 | 0.26 |

INVESTMENT IN TIME DEPOSITS

| Fiscal Year | Average Daily Investment | Earnings | Earnings Rate (%) |
|---|---|---|---|
| 2004-05 | $6,457,397 | $138,940 | 2.15 |
| 2005-06 | $7,586,240 | $306,641 | 4.04 |
| 2006-07 | $8,349,640 | $431,452 | 5.17 |
| 2007-08 | $9,120,990 | $329,215 | 3.61 |
| 2008-09 | $7,869,934 | $91,806 | 1.17 |
| 2009-10 | $4,647,944 | $9,429 | 0.20 |
| 2010-11 | $4,008,345 | $7,713 | 0.19 |
| 2011-12 | $4,173,405 | $4,207 | 0.10 |
| 2012-13 | $4,344,156 | $6,484 | 0.15 |
| 2013-14 | $4,517,204 | $4,550 | 0.10 |

## SUMMARY OF INVESTMENTS AND EARNINGS FOR FISCAL YEAR ENDING JUNE 30, 2005 THROUGH 2014 ($ in thousands)

LOANS TO GENERAL FUND

| Fiscal Year | Average Daily Investment | Earnings | Earnings Rate (%) |
|---|---|---|---|
| 2004-05 | $173,949 | $3,078 | 1.77 |
| 2005-06 | $33,274 | $1,189 | 3.57 |
| 2006-07 | $654,425 | $34,033 | 5.20 |
| 2007-08 | $882,969 | $39,863 | 4.51 |
| 2008-09 | $6,353,078 | $133,004 | 2.09 |
| 2009-10 | $9,572,380 | $65,231 | 0.68 |
| 2010-11 | $6,444,910 | $30,828 | 0.48 |
| 2011-12 | $9,080,017 | $33,974 | 0.37 |
| 2012-13 | $5,729,912 | $19,699 | 0.34 |
| 2013-14 | $2,263,360 | $5,755 | 0.25 |

TOTAL INVESTMENTS

| Fiscal Year | Average Daily Investment | Earnings | Earnings Rate (%) |
|---|---|---|---|
| 2004-05 | $53,860,487 | $1,215,116 | 2.26 |
| 2005-06 | $55,714,817 | $2,157,845 | 3.87 |
| 2006-07 | $58,147,441 | $2,977,625 | 5.12 |
| 2007-08 | $63,479,513 | $2,745,747 | 4.32 |
| 2008-09 | $60,003,197 | $1,334,677 | 2.22 |
| 2009-10 | $65,080,839 | $423,804 | 0.65 |
| 2010-11 | $67,221,703 | $332,579 | 0.49 |
| 2011-12 | $63,632,717 | $242,989 | 0.38 |
| 2012-13 | $60,754,893 | $186,764 | 0.31 |
| 2013-14 | $55,335,616 | $137,715 | 0.25 |

## Financial Community Coverage

(The following firms conducted investment transactions with the State Treasurer's Office during Fiscal Year 2013-14.)

1st Capital Bank
1st Century Bank, NA
Alamo Capital
American Plus Bank, NA
American River Bank
Bank Leumi USA
Bank of Montreal
Bank of Sacramento
Bank of the Sierra
Bank of the West
Bank of Tokyo-Mitsubishi, LTD (The)
Barclays Capital, Inc.
BBCN Bank
BGC Brokers, Inc.
Blaylock Beal Van, LLC
BNP Paribas Securities Corp.
California Bank of Commerce
California United Bank
CapitalSource Bank
CastleOak Securities, L.P.
Central Valley Community Bank
CIBC World Markets Corp.
Citigroup Global Markets, Inc.
Citizens Business Bank
Comerica Bank
Commerce National Bank
CommerceWest Bank. NA
Commonwealth Business Bank
Community 1st Bank
Community Bank
Community Bank of the Bay
Community Business Bank
Credit Suisse Securities (USA), LLC
Daiwa Capital Markets America Inc.
Drexel Hamilton, LLC
East West Bank
Eastern International Bank
EverTrust Bank
Farmers & Merchants Bank of Central California
First Foundation Bank
First National Bank of Northern California
Five Star Bank
Folsom Lake Bank
Ford Motor Credit Co.
General Electric Capital Corp.
Goldman, Sachs and Co.
Great Pacific Securities
Hanmi Bank
Heritage Bank of Commerce
Heritage Oaks Bank
HSBC Bank USA, NA
ICAP Corporates, LLC
J.P. Morgan Securities LLC
Jefferies LLC
Loop Capital Markets, LLC
M.R. Beal and Co.
Malaga Bank
Manufacturers Bank
Mechanics Bank, The
Merchants National Bank of Sacramento
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Mesirow Financial, Inc.
Metro United Bank
Metropolitan Bank
MFR Securities, Inc.
Mischler Financial Group
Mission Federal Credit Union
Mission Valley Bank
Mizuho Securities USA Inc.
Morgan Stanley & Co., LLC
Muriel Siebert & Co. Inc.
New Omni Bank, NA
Oak Valley Community Bank
Open Bank
Opus Bank
Pacific Alliance Bank
Pacific City Bank
Pacific Western Bank
Presidio Bank
Prospectors Federal Credit Union
Provident Credit Union
Rabobank International, New York
Ramirez & Co., Inc.
RBC Capital Markets, LLC
River City Bank
SAFE Credit Union
San Diego County Credit Union
Scotia Capital Markets (USA) Inc.
SEB Enskilda Inc.
SG Americas Securities, LLC
Sierra Vista Bank
Signature Securities Group Corp.
State Bank of India (California)
Stifel, Nicolaus & Company, Incorporated
Summit State Bank
Sutter Securities, Inc.
TD Securities (USA), LLC
Torrey Pines Bank
Toussaint Capital Partners, LLC
Toyota Motor Credit Corp.
Trans-Pacific National Bank
Travis Credit Union
Tri Counties Bank
Tullett Prebon
UBS Securities
Umpqua Bank
Union Bank, NA
UnionBanc Investment Services
U.S. Bancorp Investments, Inc.
Wells Fargo Bank, N.A.
Wescom Credit Union
Westamerica Bank
Western Alliance Bank
Williams Capital Group, L.P. (The)
Wilshire Bank

# 2. Local Agency Investment Fund

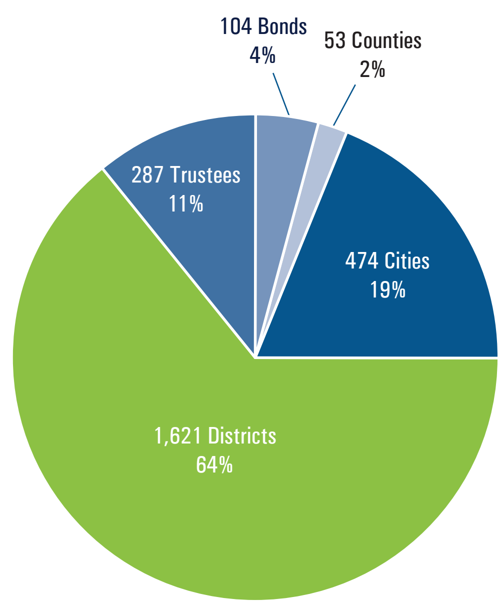
## PROGRAM SUMMARY

The Local Agency Investment Fund (LAIF) was established by Chapter 730, Statutes of 1976. This fund enables local governmental agencies or trustees to remit money not required for immediate needs to the State Treasurer for the purpose of investment. In order to derive the maximum rate of return possible, the State Treasurer has elected to invest these monies as a part of the PMIA.

Each participating agency determines the length of time its money will be on deposit with the State Treasurer with the exception of bond proceeds, which must remain for a minimum of 30 days. At the end of each quarter, all earnings derived from investments are distributed by the State Controller to the participating government agencies in proportion to each agency's respective amounts deposited in the LAIF and the length of time such amounts remained in LAIF. Prior to the distribution, the State's reasonable costs of administering the program are deducted from the earnings. As of June 30, 2014, there were 2,539 participants in the LAIF consisting of 53 counties, 474 cities, 1,621 special districts, 287 trustees and 104 bond accounts.

| FISCAL YEAR IN REVIEW | |
|---|---|
| Resources | $20.16 billion per day on average |
| Earnings | $50.20 million |
| Earning Rate | 0.25 percent |

**LOCAL AGENCY INVESTMENT FUND PARTICIPATION AS OF 6/30/14, 2,539 AGENCIES**



# 3. Surplus Money Investment Fund

## PROGRAM SUMMARY

The Surplus Money Investment Fund (SMIF) consists of the available cash of all special funds which do not have their own investment authority, and all or a portion of the available cash of special funds having investment authority of their own, but which have elected to be included in the program. Cash balances in excess of needs in any of these participating funds are invested by the State Treasurer.

The PMIB determines whether any cash balances of the participating funds exceed current needs and are available for investment, or whether it is necessary to liquidate previous investments to meet current requirements. This determination is performed operationally by the State Controller by means of a continuing review of the cash balances of the participating funds.

As a result of these determinations, the State Controller prepares a document for the PMIB's approval which authorizes the State Controller to increase or decrease the invested balances of the applicable funds.

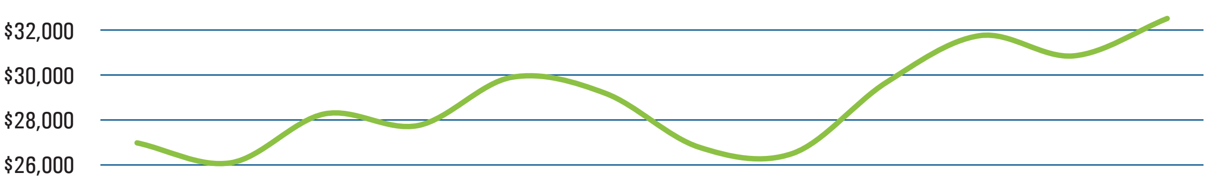
All of the resources of the SMIF are invested through the PMIA. Prior to Fiscal Year 1967-68, the SMIF was a separate investment program. In 1967, legislation was enacted (Chapter 505, Statutes of 1967) which required that money in the SMIF be invested through the PMIA. This legislation further provided that the SMIF would share in the interest earnings of the PMIA based on the ratio of the dollar-day contributions of the SMIF to the dollar-day investments of the PMIA.

This legislation increased the potential investment earnings for both programs, since their high and low resource periods tend to complement each other. Consequently, under normal market conditions, more long-term, higher yielding securities may be purchased.

There were over a thousand special funds and accounts participating in the SMIF as of June 30, 2014. Their combined deposits totaled $32.516 billion. Total resources for SMIF were $29.750 billion per quarter.

Gross earnings totaled $70.589 million for Fiscal Year 2013-14. This represents an earning rate of 0.25 percent for this investment program. SMIF earnings are computed on a dollar-day basis to guarantee equitable distribution among all member funds and apportioned quarterly by the State Controller.

**RESOURCES OF SMIF BY MONTH-END, FISCAL YEAR 2013-14 ($ in millions)**




| Date | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Amount | $26,987.8 | $26,101.4 | $28,273.9 | $27,758.3 | $29,902.9 | $29,192.9 | $26,797.0 | $26,517.9 | $29,673.0 | $31,754.3 | $30,854.3 | $32,516.2 |

Source: State Controller's Office, Available Cash Assets in the State Treasury

# 4. Demand Account Program

Investments of the PMIA are made from monies flowing through the State Treasurer's demand (non-interest-bearing) bank accounts maintained in eight banks that serve as state depositories. As of June 30, 2014, the eight depository banks were: Bank of America, Bank of the West, Citibank, JPMorgan Chase, Union Bank, U.S. Bank, Wells Fargo Bank, and Westamerica Bank. A portion of these deposits must remain in the accounts as compensating balances, which consist of: (1) a balance for uncollected funds and (2) a balance for banking services. Uncollected funds represent the total dollar amount of checks deposited by the State for which the banks give immediate credit, but for which the banks do not receive good funds until these checks are presented to the banks on which they are drawn. The State Treasurer apportions depository banks an average balance for uncollected funds equivalent to 1.0 calendar day on all checks deposited other than cashier's checks and checks deposited under the pre-sort deposit program.

On a daily basis, intensive and expert analysis of the State's financial activities is used to forecast the amount of idle cash available for investment or if there is a need to liquidate securities based upon the State's rapidly shifting cash position. The forecast meets estimated warrant redemption requirements, while maintaining the approved compensating balance position. As such, the State Treasurer must continually adjust the estimates for receipts and disbursements to reflect current, available information. All amounts in excess of these compensating balances are promptly invested by the State Treasurer. This results in maximum earnings consistent with prudent management.

Under the pre-sort deposit program, the major revenue collecting agencies sort their checks by the eight state depository banks and then deposit them directly into the banks on which they are drawn, thus avoiding the need for providing bank balances for uncollected funds. The remaining miscellaneous checks (drawn on non-State depository banks) are deposited into the State depository bank that holds the miscellaneous sort contract. For Fiscal Year 2013-14, Bank of America had the contract and received bank balances equivalent to 0.945 calendar days for the amount of such deposits.

Compensating balances are determined by a formula, which accounts for the estimated volume of each service item as well as its unit cost. The rate schedule for the compensating balance formula is determined through annual negotiations with the State's depository banks and the cost for any particular service may be raised or lowered as conditions warrant.

The balances allowed for banking services represent compensation for handling 340,750 bank deposits (including 60,098 electronic deposits), 38.3 million checks deposited (of which 25.3 million deposited via image cash letter and 1.73 million deposited remotely), 98,492 dishonored checks, $778 million in currency deposited, $7.7 million in coin deposited, and 79.4 million warrants paid.

During Fiscal Year 2013-14, a total of $143.4 billion was collected under the Electronic Funds Transfer (EFT) contract and approximately $2.3 trillion flowed in and out of the State Treasurer's demand accounts.

The following schedule shows the approved rates, actual volume, and total costs for banking services for Fiscal Year 2013-14:

## SCHEDULE OF BANKING SERVICES, FISCAL YEAR 2013-14

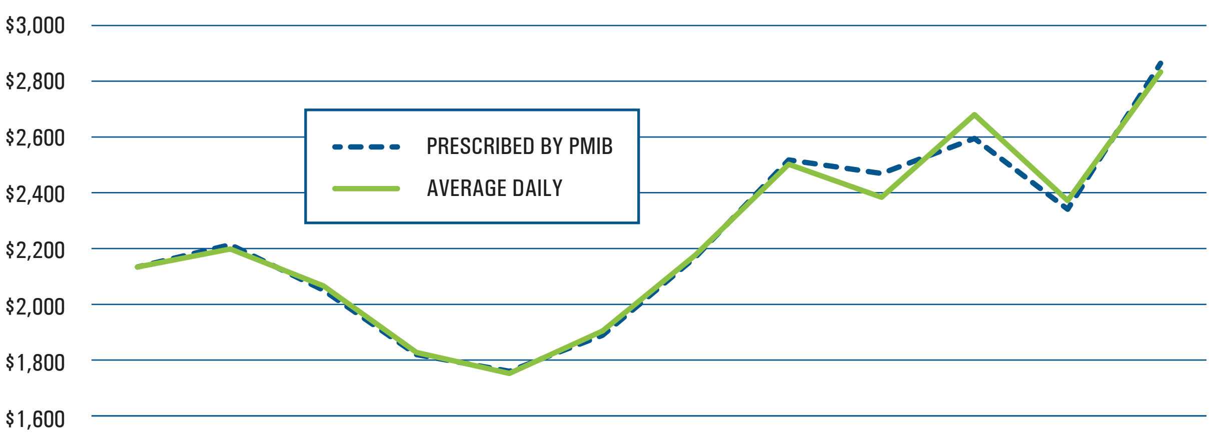
| Banking Service | Approved Charges | Actual Volume | Actual Cost |
|---|---|---|---|
| NON-EFT CONTRACT SERVICES | | | |
| Encoded Checks Deposited | | | |
| "On Us" | $0.04 | 1,355,303 | $54,212 |
| "On Us" ICL* | $0.03 | 13,994,966 | $419,849 |
| "Other" | $0.053 | 1,550,748 | $82,190 |
| "Other" ICL | $0.03 | 11,275,116 | $338,253 |
| Remote Site Checks | $0.05 | 1,733,139 | $86,657 |
| Non Encoded Checks | $0.09 | 8,412,340 | $757,111 |
| Warrants/Vourchers/Agency Checks | $0.01 | 79,377,159 | $793,772 |
| Checks Paid | $0.12 | 442 | $53 |
| Dishonored Checks** | $6.20 | 98,492 | $588,961 |
| Regular Deposits | $1.40 | 148,657 | $208,120 |
| Split Bag Deposits | $0.55 | 131,995 | $72,597 |
| Electronic Deposits | $1.00 | 60,098 | $60,098 |
| Coin | $0.011 | 7,655,769 | $84,213 |
| Currency | $0.00105 | 777,999,657 | $816,900 |
| ACH Transactions *** | $0.01 | 266,048 | $2,660 |
| Direct Billed Services | | | $530,654 |
| **SUBTOTAL NON-EFT CONTRACT SERVICES** | | | **$4,896,300** |
| EFT CONTRACT SERVICES (DIRECT BILLED) | | | |
| Category I & III - ACH Debits | $0.50 | 2,343,309 | $1,171,655 |
| Category I - ACH Credits | $0.021 | 5,648,321 | $118,615 |
| Returned/Rejected Items | $2.50 | 165,980 | $414,950 |
| Category II - Items Processed | $0.015 | 9,462,656 | $141,940 |
| Other transactions | Various | 179,930 | $209,781 |
| **SUBTOTAL EFT CONTRACT SERVICES** | | | **$2,056,940** |
| **TOTAL BANKING SERVICES** | | | **$6,953,240** |

Note: Totals may not add due to rounding.
*Image Cash Letter
**Rate change from $5.50 per dishonored checks to $6.20 as of November 1, 2013
***Automated Clearing House

## AVERAGE DAILY BALANCE IN DEMAND BANK ACCOUNTS, FISCAL YEAR 2013-14 ($ in thousands)

| Month | Bank Balance Required for Banking Services | Bank Balance Required for Uncollected Funds | Less Net Delayed Deposit Credit | Bank Balance Prescribed by PMIB | Actual Average Daily Bank Balance |
|---|---|---|---|---|---|
| July 2013 | $2,033,367 | $107,255 | $7,198 | $2,133,424 | $2,134,098 |
| August | $2,137,202 | $85,253 | $3,879 | $2,218,576 | $2,198,597 |
| September | $1,923,720 | $88,615 | $2,283 | $2,048,122 | $2,066,366 |
| October | $1,908,916 | $77,327 | $25,769 | $1,816,048 | $1,827,592 |
| November | $1,659,653 | $96,341 | $6,180 | $1,759,006 | $1,752,195 |
| December | $1,794,903 | $82,579 | $3,523 | $1,887,891 | $1,904,373 |
| January 2014 | $2,159,368 | $77,942 | $19,629 | $2,166,986 | $2,176,990 |
| February | $2,367,323 | $101,755 | $7,549 | $2,517,863 | $2,501,841 |
| March | $2,363,320 | $64,288 | $8,429 | $2,481,944 | $2,384,239 |
| April | $2,676,190 | $83,557 | $43,823 | $2,585,596 | $2,679,724 |
| May | $2,220,131 | $133,514 | $3,648 | $2,344,049 | $2,379,349 |
| June | $2,615,692 | $68,352 | $1,979 | $2,868,412 | $2,833,217 |
| **WEIGHTED AVERAGE** | **$2,152,537** | **$88,844** | **$11,161** | **$2,232,468** | **$2,233,312** |

## AVERAGE DAILY BALANCE IN DEMAND BANK ACCOUNTS, FISCAL YEAR 2013-14 ($ in millions)




| Date | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Prescribed by PMIB | $2,133.4 | $2,218.6 | $2,048.1 | $1,816.0 | $1,759.0 | $1,887.9 | $2,167.0 | $2,517.9 | $2,481.9 | $2,585.6 | $2,344.0 | $2,868.4 |
| Average Daily | $2,134.1 | $2,198.6 | $2,066.4 | $1,827.6 | $1,752.2 | $1,904.4 | $2,177.0 | $2,501.8 | $2,384.2 | $2,679.7 | $2,379.3 | $2,833.2 |

# Appendix A

**POOLED MONEY INVESTMENT ACCOUNT SUMMARY OF INVESTMENTS AND EARNINGS ($ in thousands)**

| Fiscal Year | Average Investment Portfolio | Earnings | Annual Earnings Rate (%) |
|---|---|---|---|
| 1956-57 | $393,742 | $9,573 | 2.43 |
| 1957-58 | $594,306 | $16,421 | 2.76 |
| 1958-59 | $544,868 | $15,762 | 2.89 |
| 1959-60 | $614,835 | $21,045 | 3.42 |
| 1960-61 | $736,204 | $28,139 | 3.82 |
| 1961-62 | $867,144 | $26,521 | 3.06 |
| 1962-63 | $910,863 | $30,548 | 3.35 |
| 1963-64 | $896,535 | $32,519 | 3.63 |
| 1964-65 | $966,592 | $38,004 | 3.93 |
| 1965-66 | $1,083,347 | $47,761 | 4.41 |
| 1966-67 | $1,057,800 | $52,540 | 4.97 |
| 1967-68 | $1,117,717 | $56,566 | 5.06 |
| 1968-69 | $1,301,302 | $78,174 | 6.01 |
| 1969-70 | $1,216,414 | $84,781 | 6.97 |
| 1970-71 | $1,264,894 | $77,527 | 6.13 |
| 1971-72 | $1,397,494 | $68,350 | 4.89 |

**POOLED MONEY INVESTMENT ACCOUNT SUMMARY OF INVESTMENTS AND EARNINGS ($ in thousands), CONTINUED**

| Fiscal Year | Average Investment Portfolio | Earnings | Annual Earnings Rate (%) |
|---|---|---|---|
| 1972-73 | $2,254,401 | $125,116 | 5.55 |
| 1973-74 | $2,594,629 | $232,780 | 8.97 |
| 1974-75 | $2,749,431 | $238,298 | 8.67 |
| 1975-76 | $3,209,143 | $204,303 | 6.37 |
| 1976-77 | $4,460,487 | $261,657 | 5.87 |
| 1977-78 | $6,843,940 | $458,625 | 6.70 |
| 1978-79 | $8,123,266 | $692,417 | 8.52 |
| 1979-80 | $8,285,941 | $873,469 | 10.54 |
| 1980-81 | $7,298,693 | $786,877 | 10.78 |
| 1981-82 | $5,234,524 | $631,968 | 12.07 |
| 1982-83 | $5,254,589 | $549,229 | 10.45 |
| 1983-84 | $7,094,849 | $738,462 | 10.41 |
| 1984-85 | $11,903,660 | $1,275,503 | 10.72 |
| 1985-86 | $15,438,406 | $1,401,990 | 9.08 |
| 1986-87 | $19,167,196 | $1,425,047 | 7.43 |
| 1987-88 | $17,628,558 | $1,388,074 | 7.87 |

## POOLED MONEY INVESTMENT ACCOUNT SUMMARY OF INVESTMENTS AND EARNINGS ($ in thousands), CONTINUED

| Fiscal Year | Average Investment Portfolio | Earnings | Annual Earnings Rate (%) |
|---|---|---|---|
| 1988-89 | $17,496,405 | $1,516,767 | 8.67 |
| 1989-90 | $19,558,775 | $1,692,905 | 8.66 |
| 1990-91 | $20,754,895 | $1,663,140 | 8.01 |
| 1991-92 | $21,456,433 | $1,329,476 | 6.20 |
| 1992-93 | $23,051,543 | $1,085,126 | 4.71 |
| 1993-94 | $25,433,078 | $1,115,660 | 4.39 |
| 1994-95 | $26,802,123 | $1,482,574 | 5.53 |
| 1995-96 | $26,623,196 | $1,519,020 | 5.71 |
| 1996-97 | $28,264,069 | $1,582,443 | 5.60 |
| 1997-98 | $29,344,512 | $1,672,382 | 5.70 |
| 1998-99 | $33,451,088 | $1,787,765 | 5.34 |
| 1999-00 | $35,029,034 | $1,999,483 | 5.71 |
| 2000-01 | $43,840,421 | $2,676,158 | 6.10 |

## POOLED MONEY INVESTMENT ACCOUNT SUMMARY OF INVESTMENTS AND EARNINGS ($ in thousands), CONTINUED

| Fiscal Year | Average Investment Portfolio | Earnings | Annual Earnings Rate (%) |
|---|---|---|---|
| 2001-02 | $49,827,077 | $1,716,545 | 3.45 |
| 2002-03 | $52,636,648 | $1,132,930 | 2.15 |
| 2003-04 | $54,581,850 | $836,072 | 1.53 |
| 2004-05 | $53,860,487 | $1,215,116 | 2.26 |
| 2005-06 | $55,714,817 | $2,157,845 | 3.87 |
| 2006-07 | $58,147,441 | $2,977,625 | 5.12 |
| 2007-08 | $63,479,513 | $2,745,747 | 4.32 |
| 2008-09 | $60,003,197 | $1,334,677 | 2.22 |
| 2009-10 | $65,080,839 | $423,804 | 0.65 |
| 2010-11 | $67,221,703 | $332,579 | 0.49 |
| 2011-12 | $63,632,717 | $242,989 | 0.38 |
| 2012-13 | $60,754,893 | $186,764 | 0.31 |
| 2013-14 | $55,335,616 | $137,715 | 0.25 |

# Appendix B

**HISTORICAL PMIA YIELDS**
**(% per year)**

| Date | Annual Average | Allocation Rate | |
|---|---|---|---|
| | | LAIF Quarterly | SMIF Semi-Annual |
| Mar-77 | | 5.68 | |
| Jun-77 | 5.87 | 5.78 | 5.79 |
| Sep-77 | | 5.84 | |
| Dec-77 | | 6.45 | 6.18 |
| Mar-78 | | 6.97 | |
| Jun-78 | 6.70 | 7.35 | 7.17 |
| Sep-78 | | 7.86 | |
| Dec-78 | | 8.32 | 8.09 |
| Mar-79 | | 8.81 | |
| Jun-79 | 8.52 | 9.10 | 8.98 |
| Sep-79 | | 9.26 | |
| Dec-79 | | 10.06 | 9.66 |
| Mar-80 | | 11.11 | |
| Jun-80 | 10.54 | 11.54 | 11.38 |
| Sep-80 | | 10.01 | |

**HISTORICAL PMIA YIELDS**
**(% per year), CONTINUED**

| Date | Annual Average | Allocation Rate | |
|---|---|---|---|
| | | LAIF Quarterly | SMIF Semi-Annual |
| Dec-80 | | 10.47 | 10.21 |
| Mar-81 | | 11.23 | |
| Jun-81 | 10.78 | 11.68 | 11.69 |
| Sep-81 | | 12.40 | |
| Dec-81 | | 11.91 | 12.19 |
| Mar-82 | | 11.82 | |
| Jun-82 | 12.07 | 11.99 | 11.93 |
| Sep-82 | | 11.74 | |
| Dec-82 | | 10.71 | 11.26 |
| Mar-83 | | 9.87 | |
| Jun-83 | 10.45 | 9.64 | 9.98 |
| Sep-83 | | 10.04 | |
| Dec-83 | | 10.18 | 10.15 |
| Mar-84 | | 10.32 | |
| Jun-84 | 10.41 | 10.88 | 10.63 |

## HISTORICAL PMIA YIELDS (% per year), CONTINUED

| Date | Annual Average | Allocation Rate LAIF Quarterly | Allocation Rate SMIF Semi-Annual |
|---|---|---|---|
| Sep-84 | | 11.53 | |
| Dec-84 | | 11.41 | 11.44 |
| Mar-85 | | 10.32 | |
| Jun-85 | 10.72 | 9.98 | 10.19 |
| Sep-85 | | 9.54 | |
| Dec-85 | | 9.43 | 9.50 |
| Mar-86 | | 9.09 | |
| Jun-86 | 9.08 | 8.39 | 8.70 |
| Sep-86 | | 7.81 | |
| Dec-86 | | 7.48 | 7.65 |
| Mar-87 | | 7.24 | |
| Jun-87 | 7.44 | 7.21 | 7.23 |
| Sep-87 | | 7.54 | |
| Dec-87 | | 7.97 | 7.80 |
| Mar-88 | | 8.01 | |
| Jun-88 | 7.87 | 7.87 | 7.95 |
| Sep-88 | | 8.20 | |
| Dec-88 | | 8.45 | 8.34 |
| Mar-89 | | 8.76 | |
| Jun-89 | 8.67 | 9.13 | 8.97 |
| Sep-89 | | 8.87 | |
| Dec-89 | | 8.68 | 8.78 |
| Mar-90 | | 8.52 | |
| Jun-90 | 8.66 | 8.50 | 8.52 |
| Sep-90 | | 8.39 | |
| Dec-90 | | 8.27 | 8.34 |

## HISTORICAL PMIA YIELDS (% per year), CONTINUED

| Date | Annual Average | Allocation Rate LAIF Quarterly | Allocation Rate SMIF Semi-Annual |
|---|---|---|---|
| Mar-91 | | 7.97 | |
| Jun-91 | 8.01 | 7.38 | 7.67 |
| Sep-91 | | 7.00 | |
| Dec-91 | | 6.52 | 6.74 |
| Mar-92 | | 5.87 | |
| Jun-92 | 6.20 | 5.45 | 5.65 |
| Sep-92 | | 4.97 | |
| Dec-92 | | 4.67 | 4.82 |
| Mar-93 | | 4.64 | |
| Jun-93 | 4.71 | 4.51 | 4.61 |
| Sep-93 | | 4.44 | |
| Dec-93 | | 4.36 | 4.39 |
| Mar-94 | | 4.25 | |
| Jun-94 | 4.39 | 4.45 | 4.36 |
| Sep-94 | | 4.96 | |
| Dec-94 | | 5.37 | 5.15 |
| Mar-95 | | 5.76 | |
| Jun-95 | 5.53 | 5.98 | 5.87 |
| Sep-95 | | 5.89 | |
| Dec-95 | | 5.76 | 5.83 |
| Mar-96 | | 5.62 | |
| Jun-96 | 5.71 | 5.52 | 5.56 |
| Sep-96 | | 5.57 | |
| Dec-96 | | 5.58 | 5.57 |
| Mar-97 | | 5.56 | |
| Jun-97 | 5.59 | 5.63 | 5.59 |

## HISTORICAL PMIA YIELDS
(% per year), CONTINUED

| Date | Annual Average | Allocation Rate LAIF Quarterly | Allocation Rate SMIF Semi-Annual |
|---|---|---|---|
| Sep-97 | | 5.68 | |
| Dec-97 | | 5.71 | 5.69 |
| Mar-98 | | 5.70 | |
| Jun-98 | 5.70 | 5.66 | 5.67 |
| Sep-98 | | 5.64 | |
| Dec-98 | | 5.46 | 5.55 |
| Mar-99 | | 5.19 | |
| Jun-99 | 5.34 | 5.08 | 5.13 |
| Sep-99 | | 5.21 | |
| Dec-99 | | 5.49 | 5.34 |
| Mar-00 | | 5.80 | |
| Jun-00 | 5.71 | 6.18 | 5.99 |
| Sep-00 | | 6.47 | |
| Dec-00 | | 6.52 | 6.49 |
| Mar-01 | | 6.16 | |
| Jun-01 | 6.10 | 5.32 | 5.73 |
| Sep-01 | | 4.47 | |
| Dec-01 | | 3.52 | 3.99 |
| Mar-02 | | 2.96 | |
| Jun-02 | 3.45 | 2.75 | 2.85 |
| Sep-02 | | 2.63 | |
| Dec-02 | | 2.31 | 2.47 |
| Mar-03 | | 1.98 | |
| Jun-03 | 2.15 | 1.77 | 1.86 |
| Sep-03 | | 1.63 | |
| Dec-03 | | 1.56 | 1.59 |

## HISTORICAL PMIA YIELDS
(% per year), CONTINUED

| Date | Annual Average | Allocation Rate LAIF Quarterly | Allocation Rate SMIF Quarterly* |
|---|---|---|---|
| Jun-04 | 1.53 | 1.44 | 1.44 |
| Sep-04 | | 1.67 | 1.67 |
| Dec-04 | | 2.00 | 2.00 |
| Mar-05 | | 2.38 | 2.37 |
| Jun-05 | 2.26 | 2.85 | 2.85 |
| Sep-05 | | 3.18 | 3.18 |
| Dec-05 | | 3.63 | 3.63 |
| Mar-06 | | 4.03 | 4.03 |
| Jun-06 | 3.87 | 4.53 | 4.53 |
| Sep-06 | | 4.93 | 4.93 |
| Dec-06 | | 5.11 | 5.11 |
| Mar-07 | | 5.17 | 5.17 |
| Jun-07 | 5.12 | 5.23 | 5.23 |
| Sep-07 | | 5.24 | 5.24 |
| Dec-07 | | 4.96 | 4.96 |
| Mar-08 | | 4.18 | 4.17 |
| Jun-08 | 4.33 | 3.11 | 3.11 |
| Sep-08 | | 2.77 | 2.77 |
| Dec-08 | | 2.54 | 2.53 |
| Mar-09 | | 1.91 | 1.90 |
| Jun-09 | 2.22 | 1.51 | 1.51 |
| Sep-09 | | 0.90 | 0.89 |
| Dec-09 | | 0.60 | 0.59 |
| Mar-10 | | 0.56 | 0.55 |
| Jun-10 | 0.65 | 0.56 | 0.56 |
| Sep-10 | | 0.51 | 0.50 |

## HISTORICAL PMIA YIELDS (% per year), CONTINUED

| Date | Annual Average | Allocation Rate | |
|---|---|---|---|
| | | LAIF Quarterly | SMIF Quarterly* |
| Dec-10 | | 0.46 | 0.46 |
| Mar-11 | | 0.51 | 0.51 |
| Jun-11 | 0.50 | 0.48 | 0.48 |
| Sep-11 | | 0.38 | 0.38 |
| Dec-11 | | 0.38 | 0.38 |
| Mar-12 | | 0.38 | 0.37 |
| Jun-12 | 0.38 | 0.36 | 0.36 |
| Sep-12 | | 0.35 | 0.35 |
| Dec-12 | | 0.32 | 0.32 |
| Mar-13 | | 0.28 | 0.28 |
| Jun-13 | 0.31 | 0.24 | 0.25 |
| Sep-13 | | 0.26 | 0.25 |
| Dec-13 | | 0.26 | 0.25 |
| Mar-14 | | 0.23 | 0.22 |
| Jun-14 | 0.25 | 0.22 | 0.23 |

*Effective January 1, 2004, SMIF earnings are allocated quarterly.

**CALIFORNIA STATE TREASURER'S OFFICE**

915 Capitol Mall, Room 110
Sacramento, California 95814
(916) 653-2995
www.treasurer.ca.gov

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.C.**

**TO:** Honorable Mayor and City Council

**FROM:** John Dunn, City Manager

**BY:** Diana Ingersoll, Deputy City Manager Resource Management Services
Tim O'Halloran, City Engineer/Public Works Services Manager

**DATE:** February 19, 2015

**SUBJECT:** **CONSIDER A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO JOHNSON ELECTRONICS FOR AN AMOUNT NOT TO EXCEED $19,582 FOR CONSTRUCTION OF SMOKE ALARM SYSTEM FOR THE SEASIDE FIRE STATION**

---

## PURPOSE

The purpose of this item is for the City Council to consider awarding a construction contract to Johnson Electronics for an amount not to exceed Nineteen Thousand Five Hundred Eighty Two Dollars ($19,582) for construction of a smoke alarm system for the Seaside Fire Station.

## RECOMMENDATION

It is recommended that the City Council adopt a resolution awarding a construction contract to Johnson Electronics for an amount not to exceed Nineteen Thousand Five Hundred Eighty Two Dollars ($19,582) for construction of a smoke alarm system for the Seaside Fire Station and authorizing the City Manager to execute the contract.

## BACKGROUND

In July of 2014, the Seaside Fire Department was awarded grant# EMW-2013-FO-00863 under the Assistance to Fire Fighters Grant Program administered by the Federal Emergency Management Agency under the Department of Homeland Security. The grant award is in the amount of $100,000 to fund construction of Smoke Alarm and Fire Sprinkler improvements in conformance with the 2013 edition of the National Fire Protection Agency (NFPA) requirements.

City staff solicited bids for the construction of fire sprinkler and smoke alarm project, referred to as the "Fire Sprinkler and Smoke Alarm Systems, Seaside Fire Station", by advertising in the Monterey County Herald on December 13, 2014. The project was divided to allow qualified firms to submit for either the fire sprinkler system, smoke alarm system, or both. The City received two (2) bids for fire sprinkler system and two (2) bids for smoke alarm system at a public bid opening on Thursday, January 22, 2014. A summary of the bids are as follows:

| Bidder | Fire Sprinkler | Smoke Alarm |
|---|---|---|
| Johnson Electronics<br>78 Malarin Street<br>Salinas, CA 93902 | NA | $19,582 |
| COSCO Fire Protection<br>4233 W. Sierra Madre, Ste 108<br>Fresno, CA 93722 | $39,480 | $35,250 |
| Northern California Fire Protection Services, Inc.<br>16840 Joleen Way, Bldg. A<br>Morgan Hill, CA 95037 | $121,730 | NA |

A review of bids for the fire sprinkler system revealed the low bidder omitted necessary underground work to complete the job and the high bidder exceeded the project budget. Staff has clarified the scope of work and issued a new request for proposal for the complete installation of fire sprinkler system, including underground work for connection to the water main. Staff recommends awarding Johnson Electronics the construction contract for the installation of the smoke alarm system. They are the lowest responsive responsible bidder. Johnson Electronics has completed similar fire alarm installations in the past several years for institutions such as CSUMB, Chartwell School in Seaside, and Seaside High School.

It is recommended that the City Council adopt a resolution awarding a construction contract to Johnson Electronics for an amount not to exceed Nineteen Thousand Five Hundred Eighty Two Dollars ($19,582) for the construction of a smoke alarm system at the Seaside Fire Station and authorizing the City Manager to execute the contract.

## ENVIRONMENTAL REVIEW

The Seaside Fire Department submitted documents in accordance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA) which was reviewed by the grant administrator FEMA. The project has no significant effect on the human environment and is categorically excluded from environmental impact statements and environmental assessments under 44 CFR 10.8(d)(2).

## FISCAL IMPACT

The total project cost is funded through the Assistance to Fire Fighter Grant Program, grant #EMW-2013-FO-00863, administered by the Federal Emergency Management Agency, Department of Homeland Security.

**ATTACHMENTS**

1. RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO JOHNSON ELECTRONICS FOR AN AMOUNT NOT TO EXCEED $19,582 FOR CONSTRUCTION OF SMOKE ALARM SYSTEM FOR THE SEASIDED FIRE STATION
2. Contract For Smoke Alarm System-Seaside Fire Station

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL**

**AWARDING A CONSTRUCTION CONTRACT TO JOHNSON ELECTRONICS FOR AN AMOUNT NOT TO EXCEED $19,582 FOR CONSTRUCTION OF SMOKE ALARM SYSTEM FOR THE SEASIDE FIRE STATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT**

**WHEREAS**, the Seaside Fire Station is a valuable city asset that needs to be protected from accidental fire damage; and

**WHEREAS**, the current smoke alarm system for the Seaside Fire Station is not adequate to provide needed monitoring of this valuable asset; and

**WHEREAS**, the project is funded through Assistance to Fire Fighters Grant Program, grant #EMW-2013-FO-00863 awarded in July of 2014; and

**WHEREAS**, on December 13, 2014 the project was put out to bid and on January 22, 2015 two bids were received; and

**WHEREAS**, Johnson Electronics was the lowest responsive responsible bidder and has completed several similar project for public institutions.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Seaside City Council award a construction contract to Johnson Electronics for an amount not to exceed Nineteen Thousand Five Hundred Eighty Two Dollars ($19,582) for the construction of a smoke alarm system at the Seaside Fire Station and authorizing the City Manager to execute the contract.

**PASSED AND ADOPTED** at a regular meeting of the City of Seaside City Council duly held on the 19th day of February 2015 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

______________________________
Ralph Rubio, Mayor

ATTEST:

______________________________
Lesley E. Milton, City Clerk

# CITY OF SEASIDE

SMOKE ALARM SYSTEM-SEASIDE FIRE STATION

This Agreement, made and concluded in duplicate this 19th day of February, 2015, between the CITY OF SEASIDE, herein referred to as "City", and Johnson Electronics, herein referred to as "Contractor".

WITNESSETH:

**Article I.** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City and hereunto annexed, the said Contractor agrees with the said City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of said City, in accordance with the provisions hereto annexed and also in accordance with the latest applicable General prevailing Wage Rates.

The work to be done is specified in these special provisions and plans, approved by the City Engineer, which said special provisions and plans are made part of this contract.

**Article II.** The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the price hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**Article III.** The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**Article IV.** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**Article V.** And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

| ITEM NO. | BID ITEMS | UNIT | TOTAL QTY | UNIT PRICE | TOTAL COST |
|---|---|---|---|---|---|
| 1 | Plans and specification for smoke alarm system. | LS | 1 | $ 2,880 | $2,880 |
| 2 | Installation of smoke alarm system per NFPA Code 72, 2013 edition. | LS | 1 | $ 16,602 | $16,602 |
| 3 | Project manual including as-built drawings, manufacturer product details, warranty information, spare parts and recommended maintenance schedule. | LS | 1 | $ 100 | $100 |

**Article VI.** - Assignment. The Contractor shall not assign any of his duties, responsibilities or obligations without prior written consent from the City.

**Article VII.** Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for 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 Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**Article VIII**. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

   Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:
   - Explosion, collapse or underground hazard (XCU)
   - Products and completed operations
   - Pollution liability
   - Contractual liability

   Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf' basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence and aggregate.

**Article IX.** - Legal Action. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgement, together with all costs.

**Article X.** - Notices. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF SEASIDE

Tim O'Halloran, City Engineer
440 Harcourt Avenue
Seaside, CA 93955

JOHNSON ELECTRONICS

Dick Johnson
78 Malarin Street
Salinas, CA 93901

Contractor's Name and Mailing Address

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF SEASIDE

by: ______________________
Mayor

______________________
Date

CONTRACTOR

by: ______________________

______________________
Date
Licensed in accordance with an act providing for the registration of Contractors. License No.850025

Approved:

______________________
/City Engineer

CITY OF SEASIDE
STAFF REPORT

Item No.: 9.D.

**TO:** Honorable Mayor and City Council

**FROM:** John Dunn, City Manager

**BY:** Diana Ingersoll, Deputy City Manager Resource Management Services
Tim O'Halloran, City Engineer/Public Works Services Manager

**DATE:** February 19, 2015

**SUBJECT:** **CONSIDER A RESOLUTION AWARDING A CONTRACT TO SALLY SWANSON ARCHITECTS FOR AN AMOUNT NOT TO EXCEED $34,010 FOR DESIGN OF EXTERIOR ADA IMPROVEMENTS FOR THE SEASIDE BRANCH LIBRARY**

---

## PURPOSE

The purpose of this item is for the City Council to consider awarding a contract to Sally Swanson Architects for an amount not to exceed Thirty Four Thousand And Ten Dollars ($34,010) for design of exterior American's with Disability Act (ADA) improvements to the Seaside Branch Library.

## RECOMMENDATION

It is recommended that the City Council adopt a resolution awarding a contract to Sally Swanson Architects for an amount not to exceed Thirty Four Thousand And Ten Dollars ($34,010) for design of exterior ADA improvements and authorizing the City Manager to execute the contract.

## BACKGROUND

Built in 1974, the City of Seaside owns the current 10,000 square foot building which is operated by the County of Monterey. Maintenance of the building is divided between the County, responsible for the interior, and the City, responsible for exterior. Rim Architects/GHD was retained in 2013 by the County of Monterey to conduct a Facility Assessment for the Seaside Branch Library. The report from the Facility Assessment identified several accessibility deficiencies as well as other exterior shortcomings associated with the library facility.

City staff solicited bids for the design of library exterior ADA improvements, by developing a Request For Qualifications (RFQ) referred to as the "Architectural Design Services for Exterior ADA Improvements", on November 21, 2014. Solicitation occurred by directly notifying local architectural firms as well as the local chapter of the American Institute of Architects. The RFQ was also posted on the City of Seaside website.

On Friday, December 12, 2014, the City received four (4) proposals from qualified firms. Proposals were received from the following firms: Sally Swanson Architects, from San Francisco, Pavement Engineering Inc., from San Luis Obispo, Wald, Ruhnke & Dost, from Monterey, and In Stuido Architects, from Salinas. Proposals were evaluated for completeness and were evaluated on the firm's qualifications to perform the intended work. The proposals were evaluated on organization, staffing, related experience, management approach, local knowledge, and professional references. The ratings were conducted by City of Seaside engineering staff including;

- Rick Riedl, Senior Engineer
- Scott Ottmar, Assistant Civil Engineer
- Leslie Llantero, Assistant Engineer

The selection committee independently evaluated the written proposals. After the evaluations were completed, the ratings were compiled and tabulated by city staff. The rankings of the evaluations are summarized below.

| SSA | PEI | WR&D | ISA |
|---|---|---|---|
| 1 | 2 | 3 | 4 |

SSA, Inc-Sally Swanson Architects (San Francisco)
WR&D-Wald,Ruhnke&Dost Architects, LLP (Monterey)
PEI-Pavement Engineering Incorporated (San Luis Obispo)
ISA-In Studio Architects (Salinas)

The results of the evaluation conclude that Sally Swanson Architects Inc. are the most qualified to provide design services. It is recommended that the City Council adopt a resolution awarding a contract to Sally Swanson Architects, Inc. for an amount not to exceed Thirty Four Thousand And Ten Dollars ($34,010) for design of exterior ADA improvements and authorizing the City Manager to execute the contract.

## NEXT STEPS

Design services include providing a cost estimate to construct exterior ADA improvements identified within the Facility Assessment Report. If the cost estimate exceeds the remaining approved budget, city staff will seek city council approval for additional funds to complete the design improvements.

## ENVIRONMENTAL REVIEW

In accordance with Title 14, California Code of Regulations, Chapter 3, "Guidelines for

Implementation of California Environmental Quality Act (CEQA)," implementation of capital projects may require an Initial Study and potentially additional environmental documents. These CEQA requirements for the recommended capital projects will be addressed during the proposed phase and will be completed prior to implementing the capital projects.

## FISCAL IMPACT

A budget of $165,000 was included for the project in the fiscal year 2014/2015 capital improvement plan. Funding for the project comes from two sources; $136,000 from the Community Development Block Grant program and $29,000 from the city's general fund.

## ATTACHMENTS

1. Resolution for Architectural Services
2. Contract For Professional Services-Library Exterior ADA Improvements

---

Reviewed for Submission to the
City Council by:

________________________________
John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL**

**AWARDING A CONTRACT TO SALLY SWANSON ARCHITECTS, INC. FOR AN AMOUNT NOT TO EXCEED $34,010 FOR DESIGN OF LIBRARY EXTERIOR IMPROVEMENTS FOR THE SEASIDE BRANCH LIBRARY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT**

**WHEREAS**, a Facility Assessment Report was completed by RIM Architects in June of 2013 for the Seaside Branch Library; and

**WHEREAS**, the Facility Assessment Report identified needed exterior improvements to meet minimum American's with Disability Act accessibility requirements; and

**WHEREAS**, the City of Seaside is responsible for maintenance and improvement to the exterior of the Seaside Branch Library; and

**WHEREAS**, the project was included in the fiscal year 2014/2015 capital improvement program with a budget of $136,000 from the Community Development Block Grant program and $36,000 from the city's general fund; and

**WHEREAS**, on December 12, 2014, proposals were received from four firms; and

**WHEREAS**, a selection committee reviewed proposals and identified Sally Swanson Architects, Inc. as the most qualified.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Seaside City Council award a contract to Sally Swanson Architects Inc. for an amount not to exceed Thirty Four Thousand And Ten Dollars ($34,010) for design of exterior improvements at the Seaside Branch Library and authorizing the City Manager to execute the contract.

**PASSED AND ADOPTED** at a regular meeting of the City of Seaside City Council duly held on the 19th day of February 2015 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

______________________________
Ralph Rubio, Mayor

ATTEST:

______________________________
Lesley E. Milton, City Clerk

CITY OF SEASIDE

PROFESSIONAL SERVICE AGREEMENT

Architectural Design Services for Exterior Improvements-Seaside Branch Library

THIS AGREEMENT, is made and effective as of February 19, 2015, between the City of Seaside, a municipal corporation ("City") and Sally Swanson Architects, Incorporated, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on February 19, 2015 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2016, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirty Four Thousand And Ten dollars ($34,010.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed thirty four thousand and ten dollars ($34,010.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees, 440 Harcourt Ave, Seaside, California, at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the City's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION FOR PROFESSIONAL LIABILITY. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the extent actually caused by negligence, recklessness, or willful misconduct of the Consultant.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of

Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. NOTICES

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

| | |
|---|---|
| To City: | City of Seaside<br>1440 Harcourt Avenue<br>Seaside, California 93955<br>Attention: City Clerk |
| To Consultant: | Sally Swanson Architects Inc.<br>220 Sansome Street, Suite 1100<br>San Francisco, CA 94104<br>Attention: Sally Swanson |

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, Sally Swanson shall oversee the services described in this Agreement.

Sally Swanson may use assistants under her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Sally Swanson from Consultant's employ. Should she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three

(3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Seaside.

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" attached hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "A" attached hereto. In the event of conflict, the requirements of Consultant’s Proposal and this Agreement shall take precedence over those contained in the City’s Request for Proposal.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

23. CONFLICT OF INTEREST

Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

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

| CITY OF SEASIDE | CONSULTANT |
|---|---|
| By:_________________________<br>John Dunn, City Manager | By:_________________________<br>Sally Swanson, CEO |
| Date: ______________________ | Date: ______________________ |

Approved As To Form: ____________________________

*Don Freeman, City Attorney*

This Page Intentionally Left Blank

Exhibit A

SALLY SWANSON
ARCHITECTS, INC.
T 415 445 3045 | F 415 445 3055
220 SANSOME STREET, SUITE 1100 | SAN FRANCISCO, CA 94104
WWW.SWANARCH.COM

February 05, 2015

Scott Ottmar
Assistant Civil Engineer
City of Seaside

(via email) SSA Proposal #: 14077.30

Re: A/E Services Fee Proposal
**ADA Site Access Upgrade at Seaside Branch Library_County of Monterey**

Dear Mr. Ottmar:

**Sally Swanson Architects, Inc.** (SSA) is pleased to submit this proposal for Architectural consulting services. This proposal is based on our conference call on Tuesday, 1/06/2015. The following are the proposed fee and services that will be rendered under this agreement.

## PROPOSED FEE

A+E Service: Time and material initial not to exceed fee of $32,510
Reimbursable expenses: Initial not to exceed $1,500

## PROJECT DESCRIPTION

ADA Site Access Upgrade at **Seaside Branch Library**, located at 550 Harcourt Avenue in Seaside for the following:

- Review City's current Facility Assessment Report dated June, 2013 by Rim Architects/GHD (***Exterior Barriers ONLY from the library main entrance to the nearest accessible parking stalls serving the facility***) with clear understanding on local, state, and federal codes, ordinances, regulations on accessibility.
- Coordination with the City's representatives and consultants to identify and confirm exterior access barriers to be addressed under this project.
- Propose solutions to remedy indentified exterior barriers including the associated cost.
- Develop design and details for the finalized items into construction documents, including but not limited to plans and specifications.
- Prepare plans and documents required for permits.
- Prepare plans and contract documents for bidding and construction.
- Provide technical support during the bidding phase and construction administration during construction phase including submittal review and responses to requests for information (RFIs).

## CLARIFICATION AND ASSUMPTION

- Existing facility plans (as-built) will be made available to the design team upon request.
- The project will include Bidding and Construction Administration phases.
- Scope of Work (exterior barriers only) is limited to the current Facility Assessment Report.
- Design scope is to address deficiencies noted from the RIM Report.

## OWNER PROVIDED ITEMS

- Available site and building record plans in CAD.
- Detail topo survey at area of work in CAD.
- Division 0 Bidding Requirements, Contract Requirements and Conditions of the Contract that are to be included in the project manual as well as other documents to be included.
- Hazardous material discovery, identification, and/or abatement.

## SERVICES INCLUDED AND DELIVERABLES

- Customary basic Architectural & Engineering services to the following:

  1. Site visits (1).
     a. Review & document (e) site
     b. Identify site constraints

  2. Review as-built drawings provided by the City and update as-built in CAD pertaining area of work ONLY.

  3. Prepare contract documents including drawings, project manual & cost estimate. Prepare documents for various submittals & review as noted below:
     a. 30% Design Documents (Submittal deliverable electronic only)
     b. 60% Design Documents (Submittal deliverable electronic only)
     c. 100% Design Documents & Building Permit Approval (Local Governing Agency) (Submittal deliverable electronic, (3) sets hard copies for review agency, (1) set drawing (Mylar) specification (paper) for Owner.)

  4. Provide a project schedule at start of design phase for the City's review and approval to demonstrate that the above scope of work can be performed within proposed time frame provided that the City is able to provide direction and perform its responsibility in a timely fashion.

  5. Provide technical support during the bidding phase and construction administration during construction phase including (1) bid walk, (1) pre-construction, up to (2) construction meetings & (1) final punch list upon project completion. Technical support also include submittal review and responding to Requests for Information (RFIs).

  6. Site visits: 6 total

## SERVICES NOT INCLUDED

Upon request SSA can provide the following optional services, NOT included in this scope of work.

- Detail topographic survey as required to determine existing elevations and conditions at specific areas of work.
- Changes order preparation services beyond scope of work and included services.
- Meetings or site visits beyond scope of work and included services.
- Record drawings.

## ADDITIONAL SERVICES

- Any services not customarily furnished in accordance with generally accepted Architectural practice will be considered additional services.
- Redesign services or field coordination due to unforeseen or discovery field conditions.
- For additional services the A/E compensation shall be negotiated with the City prior to proceeding with the work.

## REIMBURSABLE EXPENSES

- The cost of reimbursable expenses will be billed at COST of the amount incurred by SSA Inc. for the following:
    - Document reproduction expenses
    - Project-related direct travel expenses such as transportation fares or vehicle mileage or vehicle rental
    - Special delivery / messenger services, postage and delivery of documents

Invoice will be sent monthly based on percentage of work completed. Payment terms are net 30 days.

Please review the proposal, wet sign and return it to SSA Inc. to acknowledge receipt and acceptance to the terms herein.

Again, thank you for considering Sally Swanson Architects, Inc. for this project. We look forward to working with you.

Very truly yours,

Sally Swanson
CEO
Sally Swanson Architects, Inc.

**Attachments: Attachment A – SSA 2015 Billing Rates**
**Attachment B – Facility Assessment Report (applicable portion)**
**Attachment C – Area Estimation of Survey Work Required (City will provide actual survey data)**

## Attachment B



## 1. Purpose & Scope

County of Monterey hired RIM Architects to perform a facility assessment of the Seaside branch library located at 550 Harcourt Avenue, Seaside, California. The purpose of this assessment was to evaluate and document the following existing features of the facility:

- Accessibility
- General Building Conditions
- Mechanical Systems
- Electrical Systems
- Life Safety

RIM Architects and their team of engineers from GHD conducted an assessment survey on May 21, 2013 from 10:00 am to 1:00 pm. The findings of this survey are presented in this assessment report.

## 2. Accessibility Assessment

### 2.1 Site Accessibility

*2.1.1* *Exterior Routes of Travel:* The following accessibility deficiencies were observed:

- Curb ramp from parking to sidewalk:
  - Surface is not of contrasting finish from the adjacent sidewalk.
  - Does not have 12" wide grooved border at level surface of sidewalk.
  - Does not have detectable warning as required by CBC section 1133B.8.5.
  - Elevation of ramp is 1-1/2" higher than AC paved drive aisle. The maximum elevation change in a walkway allowed by accessibility standards is 1/2"
  - Large cracks and gaps in sidewalk up to 1-1/2" wide.

*2.1.2* *Accessible Parking:* No deficiencies were observed in size, dimensions or location of accessible parking spaces.

*2.1.3* *Signage:* The following accessibility deficiencies were observed:

ATTACHMENT B



- The words "NO PARKING" are not painted on the ground within the access aisle. The words must be painted white and are no less than 12 inches high and located so that it is visible to traffic enforcement officials.
- The two Van accessible spaces require an additional sign stating "Van Accessible" below the pole mounted symbol of accessibility.

*2.1.4* *Walks & Sidewalks:* The following accessibility deficiencies were observed:

- Walks crossing or adjoining a vehicular way do not have the required detectable warning (36" wide minimum).
- Some cracks and transitions were observed that have a level change exceeding the maximum ½ in.

*2.1.5* *Outdoor Book Return:* No accessibility deficiencies were observed

**2.2 Accessibility of Entrances, Exits & Paths of Travel**

*2.2.1* *Entrances/Vestibules:* The front entrance power door opener does not function when button is pressed.

*2.2.2* *Exit Doors:* No accessibility deficiencies were observed

*2.2.3* *Corridors & Hallways:* No accessibility deficiencies were observed

*2.2.4* *Stairways:* The following accessibility deficiencies were observed:

- Exterior stair handrail does not comply with the required handrail extensions at top and bottom. Handrails must extend a minimum of 12 inches beyond the top nosing and 12 inches, plus the tread width, beyond the bottom nosing. At the bottom, the handrail extension must continue to slope for a distance of the width of one tread from the bottom riser and remainder of extension is horizontal.
- Exterior stairs do not have the required markings: the upper approach and all treads marked by a 2 inches wide contrasting stripe extending full width of the step.

*2.2.5* *Ramps:* The following accessibility deficiencies were observed at the exterior ramp that provides access to the building entrance from the sidewalk:

- Handrails are only provided on one side of ramp. Handrails are required on both sides.
- Handrails are below the minimum height of 34" above ramp surface (32" measured on site).

ATTACHMENT B



- Handrails do not extend 1 foot beyond the top and bottom of ramp.
- Handrail edges to not have the required minimum radius of 1/8".
- No guardrail is provided where ramp exceeds 30" above adjacent ground.
- Ramp to building entrance exceeds 8.3% in some parts of the ramp run (9.6% to 10.5% was the typical measured slope). The landing and turns in the ramp exceed 2% slope.
- The intermediate landing at the turn near the bottom of the ramp does not meet minimum size and slope requirements: the intermediate landing must be at least 60" long in the direction of travel.

*2.2.6* *Aisles:* No accessibility deficiencies were observed in the aisles of public areas.

*2.2.7* *Hazards:* No accessibility hazards were observed.

**2.3 Accessibility of Interior Spaces**

*2.3.1* *Circulation Desk:* No accessibility deficiencies were observed.

*2.3.2* *Indoor Book Return:* No accessibility deficiencies were observed.

*2.3.3* *Catalog Search Stations:* Some of the furniture at search stations have obstructions in the knee clearance area that do not comply with accessibility requirements (as identified in California Building Code Chapter 11, figure 11B-5C for maximum forward reach over an obstruction). A minimum of 5% of catalog search stations should comply with this requirement.

*2.3.4* *Self Check Stations:* Some of the furniture at self check stations have obstructions in the knee clearance area that do not comply with accessibility requirements (as identified in California Building Code Chapter 11, figure 11B-5C for maximum forward reach over an obstruction). A minimum of 5% of self check stations should comply with this requirement.

*2.3.5* *Public Computer Stations:* Some of the furniture at public computer stations have obstructions in the knee clearance area that do not comply with accessibility requirements (as identified in California Building Code Chapter 11, figure 11B-5C for maximum forward reach over an obstruction). A minimum of 5% of public computer stations should comply with this requirement.

*2.3.6* *Adult Reading Areas:* No accessibility deficiencies were observed

*2.3.7* *Young Children Areas:* No accessibility deficiencies were observed

**Attachment C**

EXHIBIT A

This Page Intentionally Left Blank

## Attachment A

### SSA HOURLY BILLING RATES

Following rates are effective as of January 1, 2015. SSA reserves the right to adjust these rates.

| | |
|---|---|
| – Principal | $225.00 |
| – Project Director, CASp, ICC | $185.00 |
| – Sr. Technical Architect, CASp | $160.00 |
| – Project Manager | $160.00 |
| – Project Architect | $160.00 |
| – Senior Designer | $125.00 |
| – CAD Drafter | $100.00 |
| – Access Surveyor, ICC | $ 90.00 |
| – Technical Staff | $ 75.00 |
| – Clerical Staff | $ 65.00 |

<u>EXHIBIT B</u>

This Page Intentionally Left Blank

# <u>EXHIBIT C</u>

## CITY OF SEASIDE

## PROFESSIONAL SERVICES AGREEMENT

## <u>INSURANCE REQUIREMENTS</u>

*Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*Consultant shall provide the following types and amounts of insurance:*

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the <u>exact</u> equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $2,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less that $1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $2,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

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

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured

endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

**CITY OF SEASIDE**
**RESOURCE MANAGEMENT SERVICES**

**REQUEST FOR PROPOSAL (RFP)**
**ARCHITECTURAL DESIGN SERVICES**
**FOR EXTERIOR ADA IMPROVEMENTS**
**SEASIDE BRANCH LIBRARY**

NOVEMBER 21, 2014

This request for proposal contains the following sections;



## I. INTRODUCTION AND BACKGROUND

The City of Seaside California is soliciting proposals from qualified firms to design and implement exterior improvements, including American's with Disability Act (ADA) enhancements to the Seaside Branch Library, County of Monterey, herein referred to as "the Project." Funding for the design and construction comes from the Community Development Block Grant (CDBG) program administered by Housing and Urban Development (HUD). The selected consultant must be familiar with packaging construction bid documents utilizing federal funds. The selected consultant shall perform the tasks specified in the "Scope of Work" section of the Request for Qualifications (RFP). The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the Project and the suggestions should be incorporated into the proposal.

Built in 1974, the City of Seaside owns the current 10,000 square foot building which is operated by the County of Monterey. Maintenance of the building is divided between the County, responsible for the interior, and the City, responsible for exterior. Rim Architects/GHD was retained in 2013 to conduct a Facility Assessment for the Seaside Branch Library. The report noted several accessibility deficiencies as well as several other exterior shortcomings associated with the library facility. Project funding requires improvements be completed by June 30, 2105.

## II. SCOPE OF WORK

1. Review current Facility Assessment Report dated June, 2013 by Rim Architects/GHD. Develop a general familiarity with the Seaside Branch Library, with special attention paid to exterior paths of travel and building entrance. Perform additional investigations including field investigations as may be required to determine existing conditions.
2. Prepare 30%, 60%, 90% and 100% percent plans, specifications and cost estimate (PS&E) for exterior improvements, including, accessible parking, routes of travel, signage, and automated door entrance for the Seaside Branch Library. Submit to city staff for review and comment.
3. Plans and specifications shall specifically address deficiencies noted in sections 2.1, 2.2.1, 3.1.1 and 3.1.2 of the Facility Assessment Report.
4. Plans shall include design to retrofit roof drains to drain to adjacent landscaping areas surrounding the library. Design shall incorporate landscape improvements to prevent runoff from leaving the landscape area, prevent flooding of adjacent properties, and optimize infiltration. Design should account for a 95% storm event capable of infiltrating the entire library footprint of approximately 10,000 square feet. Scope includes field investigation to verify as-built conditions for roof drain plumbing. City will provide last known as-built drawings to the selected consultant.
5. Plans and specifications shall meet requirements of Chapter 11-B of the 2013 California Building Code and Federal Americans with Disabilities Act.
6. Develop front end contract documents for the bid package. Contract documents must meet federal requirements for use of federal funds, including Davis-Bacon prevailing wage, Disadvantage, Minority and Women Business Enterprise requirements.
7. Provide project support during the bid phase.
8. Provide project support during the construction phase.
9. Provide project status reports that accurately communicate budget and schedule to city staff in a timely manner.

## III. PROPOSAL REQUIREMENTS

Proposals shall consist of responses to the questions below. Please clearly label answers to all questions. The questions must be completely addressed in the body of the proposal and be presented in the order indicated. The submissions are subject to a page limitation of fifteen (15) pages in twelve-point font. You may attach additional information as exhibits (which will not count against the page limit); however, responses to questions must be answered within the specified page limit. The City makes no assurances that any non-requested additional information in exhibits will be reviewed.

Proposers must have a minimum of two (2) years of professional experience in designing ADA improvements; shall have completed a minimum of two (2) projects for public agencies; and shall have demonstrated experience of similar scope projects. Consultant must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

1. Certified Access Specialist (CASp)

Questions:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the firm and experience of the principal contact with the firm.
3. Description of the team assigned to handle the proposed assignments, including the role of each member, percentage of total work each member is expected to contribute, office location of each member and specific relevant experience. Please enclose resumes of each assigned team member as attachments to the proposal. Where proposals are submitted as a team effort, the principal firm of the team shall perform a majority of the proposed work.
4. Describe the services and activities as they relate to the proposed scope of work that your firm proposes to provide to the City for this project. Consultant shall demonstrate understanding of the City's needs and requirements and describe the approach and work plan for completing the items specified in the Scope of Work.
5. Enclosed for your review is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that your firm can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
6. Please provide three professional references. Only use public agencies that your firm or its principals have provided services for within the past five years.
7. In a separate sealed envelope, please provide the cost proposal and billing rate schedule for the firm and subcontractors. Cost proposals shall be prepared to follow the order and format of the items of work listed in Section II SCOPE OF WORK. Cost proposals shall, as a minimum, show all anticipated Prime and Subconsultant costs by Task and Subtask, including personnel by classification, hours and hourly rates. Other Direct Costs shall be summarized at the Project level, rather than by Task.

## IV. PROCEDURES FOR SUBMISSION

Please submit by e-mail or CD two Adobe Acrobat® PDF files, the first containing the proposal and the second containing the cost proposal by 5:00PM Pacific Time on Friday, December 11, 2014. The PDF file containing fee estimate shall be password protected. Email submittals shall not have attachments larger than 5,000 megabytes and shall not contain zip files. Submit proposals via email to sottmar@ci.seasid.ca.us or by CD to the address below. Please also submit three (3) bound copies of your proposal to the address below. Hard copy proposals may

<u>be submitted and must be in a sealed envelope with a second sealed envelope containing the cost proposal.</u>

Mr. Scott Ottmar, P.E.
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Phone: (831) 899-6825
SOttmar@ci.seaside.ca.us

**Submissions will not be accepted after the deadline. Submissions transmitted by FAX will not be accepted.**

All material submitted in accordance with this RFP becomes the property of the City and will not be returned. If you have any questions regarding this RFP, please contact Scott Ottmar at sottmar@ci.seaside.ca.us. Any other contact with City personnel related to this RFP, prior to the formal approved consultant list, is prohibited without the written consent of Mr. Ottmar.

## V. REVIEW AND SELECTION PROCESS

The proposed consultant selection schedule is as follows:

| | |
|---|---|
| Release RFP | November 21, 2014 |
| Pre-Proposal Meeting (optional) | December 3, 2014, 9:00 AM |
| Proposal due | December 11, 2014 |
| Interview Proposers, if necessary | Week of December 15, 2014 |
| Project Award | January 15, 2015 |

City staff will evaluate the materials provided in response to the Request for Proposal based on the following criteria:

1. Understanding of the Scope of Work and Consultant’s Proposed Methodology.
2. Delivery Schedule.
3. Past experience and performance of Consultant's team on similar work including: individuals in the firm assigned to do the work; cost control; quality of work, and meeting scheduled milestone dates.
4. Familiarity with applicable practices and procedures for the work involved.
5. Organization, presentation, and content of proposal. Conformance to the specified RFP format.

6. Familiarity with Locality: Is the firm familiar with the City of Seaside? Will the location of the firm's offices facilitate face-to-face meetings with City Staff?

The City reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If the City elects, the top three proposals may be requested to participate in an interview. If your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The City will not be liable for any costs associated with your firm preparing its response to this RFP.

No Proposer will be allowed to modify the content of proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that no such modification will result in a substantive amendment to the proposal. The City reserves the right to reject any or all proposals received as a result of this request and at its discretion waive any informality, technical defect or clerical error in any proposal.

## VI. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The Department of Public Works will make a recommendation to the City Manager or City Council, as applicable, regarding the selection of Consultant based upon an evaluation of the proposals. The City reserves the right to negotiate project deliverables and associated costs.

## VII. ADDENDA AND INTERPRETATION

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing or by email and deliver the request to:

Mr. Scott Ottmar
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
Email: sottmar@ci.seaside.ca.us

Such requests for clarification shall be deliverable to the City at least two (2) business days prior to the proposal due date. Any City response to a request for clarification will be made in the form of an addendum to this RFP and will be sent to all parties to whom this RFP has been issued prior to the proposal due date. All addenda shall become part of this RFP.

## VIII. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the Department of Public Works will recommend a firm to enter into negotiations for the assignments described. The recommended Proposer shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Standard Consultant Agreement (attached).

## IX. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in the City's Standard Consultant Agreement (attached).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to related questions in the RFP, above.

## X. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that the Proposer was not fully informed as to any facts or condition.

## XI. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City. At such time as the Public Works Department recommends a Proposer to the City Manager or City Council, as applicable, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Seaside may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the

Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

## XII. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

A. Evidence of collusion, directly or indirectly, by Proposer in regard to the amount, terms, or conditions of this proposal;

B. Any attempt to improperly influence any member of the selection staff;

C. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;

D. Evidence of incorrect information submitted as part of the proposal;

E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and

F. Proposer's default under any agreement that results in termination of the Agreement.

## XIII. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

## XIV. PROHIBITION OF GIFTS

City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposer should not offer any gifts or souvenirs, even of minimal value, to City officers or employees. The Proposer shall be subject to the City's prohibition.

## XV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Proposer shall not discriminate, in any way, against any person on the basis of race sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

## XVI. ADDITIONAL TERMS AND CONDITIONS

A. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.

B. The City reserves the right without limitation to:

1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions;
2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City;
3. Enter into negotiations with one or more Proposers;
4. Modify and re-issue the RFP;
5. Take action regarding the RFP as may deemed to be in the best interest of the City.

D. The City reserves the right to verify any information provided during the RFP process. The City may contact references listed or any other person known to have contracted with Proposer.

E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

## XVII. ATTACHMENTS

A. Sample Professional Services Agreement

B. Facility Assessment Report, 2013 by RIM Architects

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.F.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Lisa Brinton, Community and Economic Services Manager
Diana Ingersoll, Deputy City Manager Resource Management Services
Sharon Mikesell, Administrative Analyst

**DATE:** February 19, 2015

**SUBJECT:** **STATEMENT OF CONSISTENCY OF HOUSING AUTHORITY OF THE COUNTY OF MONTEREY SIGNIFICANT AMENDMENT TO FYB 2014 ANNUAL PLAN WITH THE CITY OF SEASIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIVE-YEAR CONSOLIDATED PLAN (2010-2015)**

---

## PURPOSE

The purpose of this item is for the City Council to consider adoption of a resolution finding that a significant amendment to the Housing Authority of the County of Monterey's (HACM) Fiscal Year Beginning (FYB) 2014 Annual Plan is consistent with the City's CDBG Five-Year Consolidated Plan (2010-2015) (Consolidated Plan). A Statement of Consistency is required as part of HACM's submission of its Annual Plan to the U.S. Department of Housing and Urban Development (HUD).

## RECOMMENDATION

It is recommended that the City Council adopt a the resolution finding the significant amendment to HACM's FYB 2014 Annual Plan to be consistent with the city's CDBG Consolidated Plan and authorizing the City Manager to execute a Statement of Consistency for submission to HUD.

## BACKGROUND

On January 20, 2015, the City received a request from HACM to certify that a significant amendment to HACM's FYB 2014 Annual Plan is consistent with the City's Consolidated Plan. The requested Statement of Consistency is required by the U.S. Department of Housing and Urban Development pursuant to Section 903.15(a)(1). The letter requests the City provide HACM with a Statement of Consistency within thirty (30) days of receipt of the request. The

Amendment to the Annual Plan describes how HACM will be implementing the conversion to Project Based Rental Assistance contracts through the Office of Housing at HUD. The conversion is expected to take place starting in February of 2015 and continue into 2016. The City's Consolidated Plan, Section 2.2.1, pages 16-18, identify the Housing Authority of the County of Monterey's programs within the city limits of Seaside. The amended 2014 HACM Annual Plan is consistent with this Plan.

## FISCAL IMPACT

There is no direct fiscal impact associated with this item.

## ATTACHMENTS

1. Resolution
2. HACM FYB 2014 Annual Plan and Request for Statement of Consistency
3. City of Seaside Consolidated Plan 2010-2015, Section 2.2.1, pp16-18

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE FINDING THE SIGNIFICANT AMENDMENT TO THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY FYB 2014 ANNUAL PLAN TO BE CONSISTENT WITH THE CITY'S CDBG CONSOLIDATED PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE A STATEMENT OF CONSISTENCY FOR SUBMISSION TO HUD.**

**WHEREAS,** Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

**WHEREAS**, pursuant to Housing and Urban Development Code of Federal Regulations Section 903.15(a)(1), the Housing Authority of the County of Monterey is required to submit certification that its Annual Plan is consistent with the local jurisdiction's Consolidated Plan, and

**WHEREAS,** the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2010-2015 Five-Year Consolidated Plan with HUD.

**WHEREAS**, the Housing Authority of the County of Monterey is planning on redeveloping its entire public housing portfolio under the Rental Assistance Demonstration Program (RAD). The proposed amendment to the Annual Plan describes how HACM through the Office of Housing at HUD will be implementing the conversion to Project Based Rental Assistance contracts. The conversion is expected to take place starting in February 2015 and continuing into 2016.

**NOW, THEREFORE BE IT RESOLVED,** that the City Council of the City of Seaside finds that the Proposed Amendment to the FYB 2014 Annual Plan for HACM, marked Attachment "1" is consistent with the City of Seaside's 2010-2015 Consolidated Plan and that the City Manager is hereby authorized to sign the Statement of Consistency to be submitted to HUD with HACM's revised Annual Plan.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside held on the 19 th day of February 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____________________________
Ralph Rubio, Mayor

City of Seaside

ATTEST:

______________________________
Lesley Milton
City Clerk

# Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, ______________________ the ____________________ certify that the Five Year and Annual PHA Plan of the Housing Authority of the County of Monterey is consistent with the Consolidated Plan of City of Seaside prepared pursuant to 24 CFR Part 91.

_____________________________________________

Signed / Dated by Appropriate State or Local Official

| PHA 5-Year and Annual Plan | U.S. Department of Housing and Urban Development Office of Public and Indian Housing | OMB No. 2577-0226 Expires 8/30/2011 |
|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| 1.0 | **PHA Information**<br>PHA Name: Housing Authority of the County of Monterey PHA Code: CA033<br>PHA Type: ☐ Small ☐ High Performing ☒ Standard ☐ HCV (Section 8)<br>PHA Fiscal Year Beginning: (MM/YYYY): 07/2014 | | | | | |
| 2.0 | **Inventory** (based on ACC units at time of FY beginning in 1.0 above)<br>Number of PH units: 486 Number of HCV units: 4384 | | | | | |
| 3.0 | **Submission Type**<br>☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only | | | | | |
| 4.0 | **PHA Consortia** ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.) | | | | | |
| | Participating PHAs | PHA Code | Program(s) Included in the Consortia | Programs Not in the Consortia | No. of Units in Each Program | |
| | | | | | PH | HCV |
| | PHA 1: | | | | | |
| | PHA 2: | | | | | |
| | PHA 3: | | | | | |
| 5.0 | **5-Year Plan.** Complete items 5.1 and 5.2 only at 5-Year Plan update. | | | | | |
| 5.1 | **Mission.** State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: | | | | | |
| 5.2 | **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. | | | | | |

| | | |
|---|---|---|
| | | **PHA Plan Update** |

**PHA Plan Update**

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

**1) Demolition/Disposition Activity Description**
**2) Significant Amendment Definition**
**3) Substantial Deviation Definition**
**4) Attachment R – Rental Assistance Demonstration (RAD)**

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

**Main Administrative Office of the Housing Authority**
**HACM Web Site**

**PHA Plan Elements**

6.0

1) **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures**

HACM Policies for Public Housing

- HACM verifies eligibility for admission to Public Housing when the family reaches the top of the waiting list, at which time the full application is completed. Final determination of eligibility for admission occurs and the HACM ensures that verification of all HUD and HACM eligibility factors is current to determine the family's eligibility for an offer of a suitable unit.
- The term family is defined in the ACOP for public housing and is implemented regardless of actual or perceived sexual orientation, gender identity, or marital status.
- Screening factors used by the HACM to establish eligibility for admission to Public Housing : criminal or drug-related criminal activity; rental history; housekeeping habits at current and prior residences; eviction history; rent payment history; history of behavior including repeated acts of violence, threatening behavior, and disturbance of the peace; history of alcohol and/or substance abuse; sex offender registration requirement; conviction for manufacturing of methamphetamine on the premises of federally assisted housing.
- HACM maintains a community-wide waiting list for the Salinas family Public Housing developments. Site-based waiting lists are maintained for the elderly sites in Gonzales and Greenfield. Site-based waiting lists are maintained for the family Public Housing developments in Monterey and South Monterey County. Applications can be made for the Salinas family waiting list at the Central Office in Salinas. Applications for the site-based waiting lists are made at the properties in the areas governed by the specific waiting list. Currently, the Salinas Family Public Housing and the Gonzales Family Public Housing waiting lists are closed except for 4 bedroom applications. The Monterey Family Public Housing waiting list is closed. The elderly Public Housing waiting lists remain open.
- Applicants are given two offers of vacant units. Failure to accept one of those offers drops the family to the bottom of the waiting list or results in their removal entirely.
- HACM does not plan to exceed the required income targeting for new admissions of 40% in the Public Housing program.
- In the following circumstances, transfers will take precedence over new admissions: emergencies, modernization work, reasonable accommodation of a person with a disability; medical justification, over housed, under housed, or if an adult member is enrolled in a specialized training program in another jurisdiction or to move to another jurisdiction to be employed.
- Waiting list preferences for Public Housing include: families who have had their Section 8 Voucher revoked in the last 12 months due to funding shortfalls; elderly families or families headed by an elderly person or families with household members who are mentally, physically, or developmentally disabled; working families; families who are actively enrolled in a case management, job training, transitional housing or other self-sufficiency program; victims of disasters; families who reside in substandard housing who are permanently displaced or about to be permanently displaced as a result of code enforcement action activities as determined by the local housing code enforcement officials; and veterans.

HACM Policies for HCV

- HACM verifies eligibility for admission to Section 8 Housing Choice Voucher program when the family reaches the top of the waiting list, at which time the full application is completed. Final determination of eligibility for admission occurs and the HACM ensures that verification of all HUD and HACM eligibility factors is current.
- The term family is defined in the Administrative plan for HCV and is implemented regardless of actual or perceived sexual orientation, gender identity, or marital status.
- Screening factors used by the HACM to establish eligibility for admission to HCV: criminal or drug-related criminal activity; rental history; eviction history; history of behavior including repeated acts of violence, threatening behavior, and disturbance of the peace; history of alcohol and/or substance abuse; sex offender registration requirement; conviction for manufacturing of methamphetamine on the premises of federally assisted housing.
- Interested persons may apply for the HCV program at the HACM Central Office when the waiting list is open. HACM will target no more than 75% of its new admissions to the Section 8 program to families at or below the 30% of the median area income. The remainder of families admitted will be from families who income does not exceed 50% and 80% of median area income.
- HACM has established the following list of preferences for the Section 8 HCV program: families who have had their Section 8 Voucher revoked in the last 12 months due to funding shortfalls; formerly homeless or homeless families actively enrolled in a case management, transitional housing or other self-sufficiency program; families who are involuntarily displaced by a HUD program, displaced due to criminal witness protection, or by a Monterey County jurisdiction action; elderly families or families headed by an elderly person; families with household members who are mentally, physically, or developmentally disabled; families who are considered to be living in place; Monterey County residents; veterans; victims of domestic violence; set aside homeless preference for those homeless families referred by agencies through the Monterey County Continuum of Care and meet the definition of homeless in the HEARTH Act. Preferences will be aggregated and admissions to the program will be 75% from the local preference waiting list and 25% from date and time waiting list.

**2) Financial Resources**

- The HACM anticipates the following financial resources to be available for the support of the Public Housing and HCV programs administered by the HACM: Public Housing Operating Fund, Public Housing Capital Fund, Public Housing dwelling rental income; Annual contributions for the Section 8 Housing Assistance Payments.

**3) Rent Determination**

HACM Policies for Public Housing

- The HACM does not employ any discretionary rent-setting policies for income-based rent in Public Housing and has not adopted any discretionary minimum rent hardship exemption policies.
- Minimum rent for Public Housing is $50.00.
- The HACM does not use any discretionary deductions and/or exclusions in the calculation of tenant rents.
- The HACM has no ceiling rents.
- For the purposes of rent re-determination, all changes in family composition or income must be reported to HACM within 10 calendar days. Members of the family residing in the unit must be approved by the HACM prior to occupancy.
- The flat rents used in Public Housing are based on the Fair Market Rents as determined for the Section 8 Housing Choice Voucher Program.

HACM Policies for HCV Housing Program

- The HACM currently uses various payment standards depending on location and bedroom size. They vary from 90-107%. When the Fair Market Rents were recently updated, the payment standards were adjusted by bedroom size so as not to negatively impact current program participants. Payment standards are different for the Monterey Peninsula and for South County than for those for the rest of the County. Payment standards are evaluated annually.
- Minimum rent for the HCV Program is $50.00.
- The HACM has not adopted any discretionary policies with regards to the minimum rent hardship exemption.

**4) Operations and Management**

Statement of Rules, Standards, and Policies Which Govern Maintenance of Housing Owned, Assisted, or Operated by the HACM

- The HACM maintains its dwelling units and developments in a decent, safe and sanitary condition and makes necessary repairs in a timely fashion.
- The HACM inspects each unit prior to move-in, at move out, and annually while the unit is occupied. Quality control inspections are conducted by supervisory staff to insure that the units are being maintained both by HACM and the family in a manner that is acceptable and meets the standards for safety and cleanliness. For Public Housing units, the standards followed are those established by REAC and for the units in the HCV program, Housing Quality Standards are enforced.
- If damages have been caused by a household member or their guest, the family can be charged the reasonable cost of repairs. In addition, the HACM may elect to enforce the lease if the damages are excessive or repetitive.
- Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage rodent or insect infestation, purposely disengage the smoke detector, or cause damage to the unit are in violation of the lease. In those cases, the HACM will issue a lease violation to the family. If the behavior continues, the HACM may choose to terminate the contract with the family.
- The HACM utilizes a Board-approved tenant charge schedule in assessing maintenance charges to the families. Work that is not on the list is charged at the actual cost of materials and labor along with an additional administrative charge.
- The policies governing the operations and management of the Public Housing program are found in the Admissions and Continued Occupancy Plan (ACOP), the Resident Handbook, the Public Housing Lease, and the Preventive and Regular Maintenance Plans.
- The policies governing the operations and management of the Section 8 Housing Choice Voucher program are located in the Administrative Plan (Admin Plan).

**5) Grievance Procedures**

Grievance, Informal Hearing, and Review Procedures that the HACM Makes Available to Residents, Participants, and Applicants.

- In the case of a decision that may have a negative impact on an applicant family, it is the right of the family to request an informal hearing to appeal the decision. The procedures for the hearing are located in the Admin Plan for HCV and the ACOP for Public Housing. The plans are available for review at the HACM Central Office.
- In the case of Public Housing, the Grievance Procedure will be followed if there is a request for an informal or formal hearing by a resident family. These procedures are a part of the tenant lease and each tenant family is given a copy of the Grievance Procedure. The family will be given a written decision by the hearing officer within the time frame specified in the procedure.
- In the case of the Section 8 HCV program, the informal hearing procedures are located in the Admin Plan for the HCV program. These will be followed upon the request for an informal hearing from a program participant. The family will receive a written decision from the hearing officer within the time frame specified in the procedure.

**6) Designated Housing for Elderly and Disabled Families**

Public Housing Developments owned and operated by the HACM that are currently designated for occupancy by elderly or disabled families

- None

**7) Community Service and Self-Sufficiency**

Service and Amenities for Public Housing Assisted Families

- All adult household members must contribute 8 hours of community service per month or be in a self-sufficiency program that requires participation of at least 8 hours per month. Adults that are exempt from this requirement must work at least 30 hours per week or be 62 years or older. Persons who are blind or disabled and who certify that their disability will not allow them to meet the requirements or the primary caretaker of such an individual are also exempt from this requirement.
- The HACM provides information to family members about the requirements and monitors the participation of the adult members. Referrals are made to local programs so that members can fulfill their requirement.

- The HACM has a cooperative agreement with the local TANF agency and coordinates a Welfare-to-Work program in the HCV program. In addition, the HACM has a successful FSS program in the HCV program and continues to recruit participants into this self-sufficiency program. The HACM also has a HCV Homeownership program that continues to attract participants.
- The HACM publicizes its job openings at the public housing sites so that tenants have an opportunity to apply. The HACM works with its contractors to further employment of low income persons in the community.
- In the Public Housing program, waiting list preferences are given to working families and families that are in transitional or self-sufficiency programs.
- The HACM does not provide any self-sufficiency programs within the Public Housing program. The HACM does provide for the special treatment of income changes resulting from welfare program requirements. These provisions are found in the ACOP for Public Housing.
- Adult family members in Public Housing that do not meet the annual Community Service requirement will have one year to make up the missing hours as provided in the cooperation agreement that they must sign. Failure of those members to complete the hours within the second year, will cause the family's lease to not be renewed unless they remove those members from the contract.

**8) Safety and Crime Prevention**

The HACM's Plan for Safety and Crime Prevention to Ensure the Safety of Public Housing Residents

- All applicants must meet the eligibility and screening requirements for the Public Housing program. Denial of admission may be based on certain types of current or past behaviors of family members in an effort to address resident safety and crime prevention. Specific screening criteria are located in the ACOP for Public Housing.
- Admission can be denied any applicant that engaged in certain criminal activity or if the HACM has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any member of the household who has been evicted for federally-assisted housing in the last 5 years for drug-related criminal activity can be denied admittance to Public Housing. In addition, any family with a pattern of disturbing neighbors, destroying property, or undesirable housekeeping habits may be prohibited from entering the program.
- The HACM will obtain a criminal background check on all applicants to the Public Housing program. This will include, but not limited to, screening for violent criminal or drug-related criminal history within the previous five years and whether or not the individual is a registered sex-offender or has been convicted of manufacturing or producing methamphetamine.
- The HACM staff partner with local law enforcement agencies in providing crime tips and work with community service officers in crime prevention at the properties. Local law enforcement agencies share crime statistics for the neighborhoods surrounding the public housing sites so that the HACM staff is aware of the needs of the community. Local law enforcement members testify when needed at eviction proceedings.
- Where there is an interest by the tenants, HACM staff encourages the installation of Neighborhood Watch programs. The HACM utilizes environmental design in order to reduce crime in its public housing properties.

**9) Pets**

Rules (non-inclusive)Adopted by the HACM on the Keeping of Pets

- The HACM has polices on both the keeping of pets and on assistance animals for all public housing developments. The entire policies can be located in the ACOP for Public Housing and in the Pet Lease.
- Residents must insure that animals do not pose a direct threat to the health and safety of others or cause substantial physical damage to the development, the housing unit or the property of other residents.
- Pets must be registered with the HACM prior to being brought on to the property. Pets will not be approved to reside in the unit until the registration requirements have been completed as detailed in the pet policy and pet and house rules.
- Residents who have been approved to have a pet must enter into a pet agreement. A security deposit for each pet is required. In the case of pet ownership in family public housing developments, there is a monthly fee requirement in addition to the security deposit. The fee covers the damage and clean up of the common areas.
- The HACM has designated pet and no-pet areas. Pets must be kept in the resident's unit. When outside of the unit, cats and dogs must be on leashes or carried and under the control of the resident at all times.
- Standards of care and cleanliness must be met as defined in the pet policy.
-

**10) Civil Rights Certification**

- The HACM complies fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including: Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act, Violence Against Women Act of 2013, and any applicable state or local laws protecting individual rights of tenants, applicants or staff.
- The HACM does not discriminate because of race, color, sex, religion, familial status, age, disability, or national origin.
- The HACM does not discriminate on the basis of marital status or sexual orientation or gender identification.
- The HACM takes steps to insure that families are aware of all applicable civil rights,
- The HACM provides tenants and program participants information regarding fair housing and discrimination at the public housing and HCV orientation briefings.
- The HACM participates in the Consolidated Plan process for the local jurisdictions including the Cities of Salinas, Seaside, and Monterey and the County of Monterey.
- The HACM annually evaluates the racial and ethnic make up of its program participants and applicants for the Public Housing and HCV programs and affirmatively markets them to the jurisdictions

**11) Fiscal Year Audit**

The most recent fiscal year audit for the Housing Authority of the County of Monterey was performed by Novogradac & Company, LLP, a CPA firm located at P.O. Box 7833, San Francisco, CA, The following was taken from the letter to the Authority, dated March 27, 2013:

To the Management and Board of Commissioners, Housing Authority of the County of Monterey:

We have audited the consolidated financial statements of the ***Housing Authority of the County of Monterey*** for the year ended June 30, 2012, and have issued our report thereon, dated March 27, 2013. We have also audited the Authority's compliance with specific program requirements that could have a direct and material effect on each of its major U.S. Department of Housing and Urban Development (HUD)-assisted programs for the year ended June 30, 2012, and have issued our reports thereon dated March 27, 2013.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in "Government Auditing Standards" issued by the Comptroller General of the United States; and the "Consolidated Audit Guide of HUD Programs" (the Guide), issued by the HUD office of the Inspector General. Those standards and the Guide require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether the Authority complied with the compliance requirements referred to above that could have a direct and material effect on a major HUD-assisted program.

Management of the Authority is responsible for establishing and maintaining effective internal control over financial reporting and internal control over compliance requirements referred to above. In planning and performing our audits of the financial statements and compliance, we considered the Authority's internal control over financial reporting and its internal control over compliance with the specific program requirements that could have a direct and material effect on a major HUD-assisted program to determine the auditing procedures for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting and internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting and internal control over compliance.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct (1) misstatements of the Authority's financial statements or (2) noncompliance with specific program requirements of a HUD-assisted program on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control such that there is a reasonable possibility that (1) a material misstatement of the Authority's financial statements or (2) material non-compliance with specific program requirements of a HUD-assisted program will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting and internal control over compliance was for the limited purpose described in the third paragraph of this report and as such is not designed to identify all deficiencies in internal control that might be deficiencies, or material weaknesses. <u>We did not identify any deficiencies in internal control that we consider to be material weaknesses as defined above.</u>

This letter is intended solely for the information and use of the Board of Commissioners, management of the ***Housing Authority of the County of Monterey***, and HUD and is not intended to be and should not be used for any other purpose.

*[signed Novogradac & Company, LLP, March 27, 2013]*

**12) Asset Management**

- The HACM Site Managers and Maintenance personnel are well experienced in the daily operations and maintenance of the Public Housing properties. Inspections of all units and repairs are completed by either staff or outside contractors as is deemed appropriate. Inventory for repairs is purchased on an as needed basis with minimal storage of supplies required at the site.
- Staff members participate in recommendations for improvements and modernization at the properties. Capital Fund and Operating Fund monies are used for the improvements and the day-to-day operations of the properties. A Capital Needs Assessment was completed in 2012 and staff is using this information for the planning of necessary replacements at each site.
- An energy audit was conducted in 2011 and the information received as a result is being used to identify ways to improve the energy efficiency of the properties.
- The HACM has long used project based budgeting for its properties so has a comprehensive history of expenses and income from which it can plan for the future. The HACM continues to evaluate its properties to insure that they are financially and physically viable and continue to provide affordable housing for its tenants into the future.
- The HACM has applied to HUD to dispose of all public housing properties through the Rental Assistance Demonstration program. The applications were submitted in November 2013 and HACM has been conditionally notified that it is approved to move forward with the demonstration program. Attachment 3 indicates the future plans for any dispositions of Public Housing developments.

**13) Violence Against Women Act (VAWA)**

<u>Activities or Services Relative to the HACM's Adherence to VAWA for Child Abuse or Adult Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking</u>

- The HACM adheres to fair housing practices, providing fair housing referral services to clients and residents as appropriate.
- The HACM notifies all applicants, residents and program participants of their protections and rights under VAWA at the time of application, at admission and at annual recertification. The notice explains the protections offered under the law and informs them of the confidentiality requirements. This notice provides them with the telephone number for the National Domestic Violence Hotline.
- Applicants cannot be denied admission on the basis that the applicant is, or has been, a victim of domestic violence, dating violence, sexual assault, or stalking, so long as the applicant otherwise qualifies for the program.
- The HACM provides a waiting list preference for Victims of Domestic Violence in the HCV program.

- The HACM uses screening procedures to establish eligibility for program participation. Screening factors are listed in the ACOP for Public Housing and the Admin Plan for HCV and are used to prevent crime in housing and to protect the residents of the properties. These screening criteria include, but are not limited to, criminal or drug-related criminal activity, history of alcohol or substance abuse, manufacture of methamphetamine, and/or sex offender registration requirement.
- The HACM informs property owners and managers in the HCV program about their screening and termination responsibilities as it relates to VAWA.

**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.*

1) **Hope VI or Mixed Finance Modernization or Development:** No Hope VI development planned. See Attachment 3 for detailed explanation of Mixed Finance Development activities HACM has applied to HUD under the RAD program to refinance all remaining public housing properties in order to make improvements and provide a long term subsidy for the property and preserve its affordability. This application has been conditionally approved for HACM to move forward with the program changes.

2) **Demolition and/or Disposition of Public Housing:** The HACM plans to undertake disposition activities in the plan year. The HACM has submitted a Rental Assistance Demonstration Application to HUD for approval to convert all Public Housing units to Project Based Rental Assistance Contracts. This application has been conditionally approved for HACM to move forward.

| Demolition/Disposition Activity Description |
|---|
| |
| See Attachment #1 for Listing of Development and Disposition Activities |
| |
| |
| |
| |
| |
| |
| |

3) **Conversion of Public Housing:** The HACM may explore the conversion of public housing developments to tenant-based (voucher) or project-based Section 8 rental assistance, and if so, will conduct conversion assessment for each property in accordance with HUD requirements. HACM has applied to HUD under the RAD program to refinance all remaining public housing properties in order to make improvements and provide a long term subsidy for the property and preserve its affordability. This application has been conditionally approved for HACM to move forward with the program changes.
4) **Homeownership Programs:** Not Applicable.
5) **Project-based Vouchers:** The HACM currently has a project-based voucher (PBV) program in place. Depending upon available funding, HACM may elect to expand the program in the coming fiscal year. HACM also has put in to place PBV for Rental Assistance Demonstration (RAD) program properties in the county and will consider expanding this if requested by HUD in the future.

7.0

| | |
|---|---|
| **8.0** | **Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.<br><br>**No longer applicable to the annual plan as explained in the final rule to the Capital Fund effective November 25, 2013.** |
| **8.1** | **Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.<br><br>**N/A See above** |
| **8.2** | **Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.<br><br>***No Longer applicable to the annual plan as explained in the final rule to the Capital Fund effective November 25, 2013*** |
| **8.3** | **Capital Fund Financing Program (CFFP).**<br>☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. |

9.0

**Housing Needs.** Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

**A. Housing Needs of Families in the Jurisdiction/s Served by the PHA**

| **Housing Needs of Families in the Jurisdiction by Family Type** | | | | | | | |
|---|---|---|---|---|---|---|---|
| Family Type | Overall | Afford-ability | Supply | Quality | Access-ibility | Size | Loca-tion |
| Income <= 30% of AMI | 22,825 | 5 | 5 | 5 | 4 | 4 | 4 |
| Income >30% but <=50% of AMI | 12,050 | 5 | 5 | 4 | 4 | 4 | 4 |
| Income >50% but <80% of AMI | 18,741 | 5 | 4 | 4 | 4 | 4 | 4 |
| Elderly | 100,044 | 5 | 4 | 4 | 5 | 3 | 4 |
| Families with Disabilities | 33,531 | 5 | 5 | 5 | 5 | 5 | 5 |
| Race/Ethnicity White/Non-Hispanic | 136,435 | 5 | 5 | 4 | 3 | 3 | 3 |
| Race/Ethnicity Hispanic | 230,003 | 5 | 5 | 4 | 3 | 5 | 5 |
| Race/Ethnicity African American | 12,785 | 5 | 5 | 4 | 3 | 3 | 4 |
| Race/Ethnicity Asian/Pacific Islanders | 27,239 | 5 | 5 | 4 | 3 | 3 | 3 |
| Race/Ethnicity Other & Mixed | 8,595 | 5 | 5 | 4 | 3 | 3 | 4 |

**B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists**

| **Housing Needs of Families on the Waiting List** | | | |
|---|---|---|---|
| Waiting list type: (select one)<br>☒ Housing Choice Voucher tenant-based assistance | | | |
| | # of families | % of total families | Annual Turnover |
| Waiting list total | 3154 | | |
| Extremely low income <=30% AMI | 2113 | 67% | |
| Very low income (>30% but <=50% AMI) | 862 | 28% | |
| Low income (>50% but <80% AMI) | 175 | 5% | |
| Families with children | 2586 | 82% | |
| Elderly families | 117 | 4% | |
| Families with Disabilities | 212 | 7% | |
| Race/ethnicity: White | 2716 | 87% | |
| Race/ethnicity: Black | 270 | 9% | |
| Race/ethnicity: Asian | 51 | 2% | |
| Race/ethnicity: Native Hawaiian | 28 | 1% | |
| Race/ethnicity: American Indian | 42 | 2% | |
| Race/ethnicity: Multiple Races | 43 | 2% | |
| Race/ethnicity: Race Unknown | 8 | <1% | |
| Race/ethnicity: Hispanic | 2396 | 76% | |
| Race/ethnicity: Not Hispanic | 758 | 24% | |
| Race/ethnicity: Unknown | 4 | <1% | |

Is the waiting list closed (select one)? ☐ No ☒ Yes

If yes:

HOW LONG HAS IT BEEN CLOSED (# OF MONTHS): 53 MONTHS

Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

| Housing Needs of Families on the Waiting List | | | |
|---|---|---|---|
| Waiting list type: (select one)<br>☒ Public Housing | | | |
| | # of families | % of total families | Annual Turnover |
| Waiting list total | 6900 | | |
| Extremely low income <=30% AMI | 5909 | 86% | |
| Very low income (>30% but <=50% AMI) | 1168 | 17% | |
| Low income (>50% but <80% AMI) | 205 | 3% | |
| Families with children | 5244 | 76% | |
| Elderly families | 435 | 7% | |
| Families with Disabilities | 985 | 15% | |
| Race/ethnicity: White | 5307 | 77% | |
| Race/ethnicity: Black | 516 | 8% | |
| Race/ethnicity: Asian | 138 | 2% | |
| Race/ethnicity: Native Hawaiian | 52 | 1% | |
| Race/ethnicity: American Indian | 90 | 2% | |
| Race/ethnicity: Multiple Races | 83 | 2% | |
| Race/ethnicity: Race Unknown | 714 | 11% | |
| Race/ethnicity: Hispanic | 5070 | 74% | |
| Race/ethnicity: Not Hispanic | 1635 | 24% | |
| Race/ethnicity: Unknown | 195 | 3% | |
| | | | |
| Characteristics by Bedroom Size (Public Housing Only) | | | |
| 1BR | 1958 | 29% | 22 |
| 2 BR | 2959 | 42% | 25 |
| 3 BR | 1769 | 26% | 24 |
| 4 BR | 212 | 3% | 6 |
| 5 BR | 2 | <1% | 0 |
| 5+ BR | 0 | 0% | 0 |

Is the waiting list closed (select one)? ☐ No ☒ Yes
If yes:
HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 15 MONTHS
Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

| | |
|---|---|
| 9.1 | **Strategy for Addressing Housing Needs.** Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**<br><br>• The waiting lists for the HCV and Family Public Housing programs are currently closed. The HACM continues to issue new vouchers depending upon available funding. The waiting list for the Project-based HCV program is open depending on the location and size of unit. The waiting list for Elderly Public Housing continues to be open. HACM expects to open the HCV wait list during the next fiscal year.<br>• The HACM will continue to apply for new Housing Choice Voucher allotments as they become available and will maintain its lease up within the funding constraints.<br>• The HACM provides for admission preferences for elderly and disabled families and individuals and targets 75 % families at 30% of the AMI for admission to its HCV program and 40% of families at 30% of AMI for admission into Public Housing.<br>• The HACM, in working with its partners in the community, may consider adding a limited preference in the HCV Program for homeless families and individuals who meet the definition of homelessness under the HEARTH Act.<br>• The HACM maintains its public housing occupancy rate at a high level.<br>• The HACM provides reasonable accommodation and modifications for its disabled program participants so that they have equal access to the programs.<br>• The HACM continues to reposition its public housing inventory as it deems necessary in order to preserve the affordability and life time of the housing stock for the community. The HACM will use the Rental Assistance Demonstration program to accomplish this task and utilize project based Section 8 rental assistance contracts to provide rental subsidies for the tenants.<br>• The HACM affirmatively markets its housing units and the HCV program to the community and encourages landlords to make their units available to voucher holders.<br>• The HACM participates as a board member in the Housing Alliance for Persons with Disabilities to further the development of accessible units in the community.<br>• The HACM participates as a member of the Leadership Council for the "Lead Me Home" Ten Year Plan to End Homelessness in the County of Monterey. The HACM actively participates in the Continuum of Care program as well. |

**Additional Information.** Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

**The Housing Authority of the County of Monterey (HACM) has made the following progress is meeting the goals in the 5-Year Plan:**

**HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

The Housing Authority has continued to apply for additional Section 8 Housing Choice Vouchers when funding is made available. HACM received an allocation of HUD-VASH vouchers in the past year and is working towards implementation with the local Veterans Administration offices. HACM is a partner with local agencies and the Veterans Administration in the implementation of the Supportive Services for Veteran Families grant for Monterey County.

HACM has substantially reduced vacancies this past year in its public housing program and continues to review its properties for financial stability. When a public housing property needs modernization or redevelopment, HACM pursues necessary means to move forward to preserve its affordable housing in the community. HACM is now managing for the non-profit owner the first two phases of the reconstruction of former Public Housing units in Salinas that were demolished previously.

The Housing Authority is a High performer in the Section 8 Housing Choice Voucher program (SEMAP score 100%). Also, HACM continues to manage its Capital Fund Program so that all funds are obligated in a timely manner and work is completed on schedule. HACM has renovated over 16 public housing units in the past fiscal year. The HACM is a standard performer for PHAS for financial, management, physical and capital fund in the last assessment (PHAS Score 89). PHAS measures the HACM in management of the public housing program.

Specialists in the Section 8 program continue to educate clients with regards to the portability of their vouchers. Group briefings and individual counseling are used to get information to the clients regarding the program. Landlords are encouraged to participate in the Section 8 program and special briefings for them are also held. Voucher payment standards have been adjusted during the last year in order to reflect the changing market conditions.

Site based waiting lists have been instituted at selected properties in order to broaden the opportunities to rural communities and to reduce the vacancy turnaround time. Project-based Section 8 Vouchers (PBV) have been made available to new developments in order to increase the supply of affordable housing in the county. PBV has also been made available to RAD program properties.

**HUD Strategic Goal: Improve community quality of life and economic vitality**

The Housing Authority continues to monitor crime statistics and make public housing communities safer through property safety improvements. HACM also monitors the property income levels in order to further deconcentration of poverty and to broaden the income mix of the projects. HACM is represented on the following County-wide Boards or Committees: Community Alliance for Safety and Peace, Children's Council for Monterey County, Coalition of Homeless Services Providers and the Leadership Council for the Continuum of Care.

**HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals**

HACM continues to promote self-sufficiency and asset development by encouraging participants in the HCV program to sign up for the Family Self-Sufficiency program and the POWER project. HACM also continues to assist families that are able to become homeowners by utilizing various options including Section 8 Vouchers and working with communities to provide down payment assistance to the clients. In the past calendar year, 8 families have graduated from the FSS program but no families have purchased a home.

The Housing Authority continues to work with various service providers to better serve those families with special needs including the disabled and elderly populations. In addition, HACM continues to work with local governmental agencies and non-profits to utilize specialized Vouchers such as those for Shelter Plus Care and Family Unification. HACM was recently approved for an extension of the Shelter Plus Care program. Also, HACM was recently approved for a renewal grant for its Supportive Housing Program at Pueblo Del Mar. This program is a transitional housing program for homeless families with children that are in recovery from alcohol or drug abuse.

**HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

HACM continues to affirmatively market its housing programs and make them accessible to those families with special needs or disabilities. HACM has surveyed all applicants and program participants in the Public Housing program for disability and accessibility needs so that it can better serve those families particular needs.
HACM continues to utilize its Capital Fund monies to make improvements at the public housing properties so that all families regardless of need can have equal use of the units or property. HACM remains committed to meeting reasonable accommodation or modification requests in order to provide equal opportunities to disabled families or individuals.

b)Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification".

**Significant Amendment or Modification to the Annual Plan:** Changes of a sufficient nature to the rent or admissions policies or the organization of the waiting list not required by federal regulatory requirements that would result in a change to the Annual Agency Plan unless that change is a result of circumstance identified by HUD for special intervention including the Rental Assistance Demonstration Program.

**Substantial Deviation from the 5 Year Plan:** Any collective change in the planned or actual use of federal funds as identified in the 5 year plan that exceeds 50% of the HACM's annual program budget for the Section 8 Housing Choice Voucher program activities. Any collective change
**10.0** in the planned or actual use of federal funds as identified in the 5 year plan that exceeds 50% of the HACM's annual program budget for the Public Housing Capital Fund program activities.

| | |
|---|---|
| | Excluded from Substantial Deviation from the 5 year Plan is the decision to convert Public Housing to either Project Based Voucher Assistance or Project Based Rental Assistance; the date the Significant Amendment is submitted to HUD; Changes to the Capital Fund Budget produced as a result of each approved RAD conversion, regardless of whether the proposed conversion will include use of additional Capital Funds; Changes to the construction and rehabilitation plan for each approved RAD conversion; and changes to the financing structure for each approved RAD conversion. |

| | |
|---|---|
| **11.0** | **Required Submission for HUD Field Office Review.** In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office.<br><br>(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights)<br>(b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only)<br>(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only)<br>(d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)<br>(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only)<br>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.<br>(g) Challenged Elements |

Attachment #1

## PUBLIC HOUSING DEVELOPMENT AND REPLACEMENT ACTIVITIES

The Housing Authority has plans currently or in the future, of the development and/or replacement of public housing utilizing the demolition/disposition, disposition and/or conversion process in the forthcoming annual plan year (see Public Housing Development and Replacement Activities matrix below).

The Housing Authority also has plans currently or in the future, to engage in mixed-finance development and/or activities in the forthcoming annual plan year (see Public Housing Development and Replacement Activities matrix below).

### *Public Housing Development and Replacement Activities Matrix*

| Project # | Type of Housing Units | Type of Dwelling | # of Units | Address | Location | Mixed Financing Proposed? | Planned Action | Status of Planned Action |
|---|---|---|---|---|---|---|---|---|
| CA033000103 | Multi-Family | Garden Apts. | 30 | Belden | Gonzales, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000105 | Senior | Garden Apts. | 20 | 48 "C" Street | Gonzales, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000107 | Multi-Family | Garden Apts. | 40 | 44 Natividad | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000108 | Multi-Family | Garden Apts. | 89 | 1415 Del Monte | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000111 | Multi-Family | Garden Apts. | 13 | Watson, Montecito | Monterey, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000112 | Senior | Garden Apts. | 50 | 1083 Elm Avenue | Greenfield, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000114 | Multi-Family | Garden Apts. | 80 | 1511 Wheeler | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| | | | | | | | | |

## *Public Housing Development and Replacement Activities Matrix (cont.)*

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| CA033000119 | Multi-Family | Garden Apts. | 50 | 350 Casentini | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000120 | Multi-Family | Garden Apts. | 114 | Scattered Sites - Various | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |

## Attachment R – Rental Assistance Demonstration (RAD)

The Housing Authority of the County of Monterey is amending its annual PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, the Housing Authority of the County of Monterey will be converting to Project Based Rental Assistance under the guideline of PIH Notice 2012-32. REV 1 and any successor Notices. Upon conversion to Project Based Rental Assistance (PBRA), the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.7.B and 1.7.C of PIH Notice 2012-32, REV 1. These resident rights, participation, waiting list and grievance procedures are appended to this attachment. Additionally, the Housing Authority of the County of Monterey is currently compliant with all fair housing and civil rights requirements and is not under a Voluntary Compliance Agreement.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing the Housing Authority of the County of Monterey with access to private resources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be eliminated and that the Housing Authority of the County of Monterey may also borrow funds to address their capital needs. The Housing Authority of the County of Monterey will also be contributing Operating Reserves up to the amount of $1,000,000 and Capital Funds up to the amount of $200,000 towards the conversion.

Below, please find specific information related to the Public Housing Developments selected for RAD:

**Development #1**

| Name of Public Housing Development:<br><br>El Gin Village<br>Ocean View Apts. | PIC Development ID:<br><br>CA033000119<br>CA033000107 | Conversion Type (i.e., PBV or PBRA):<br><br>PBRA | Transfer of Assistance:<br><br>None |
|---|---|---|---|
| Total Units:<br><br>90 | Pre-RAD Unit Type (i.e. Family, Senior):<br><br>Family | Post-RAD Unit Type if different (i.e. Family, Senior):<br><br>N/A | Capital Fund allocation of Development:<br><br>$37,037 |
| Bedroom Type | Number of units Pre-conversion<br><br>90 | Number of units Post-Conversion<br><br>90 | Changes in Number of Units per Bedroom Type and Why<br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | 8 | 8 | 0 |
| Two Bedroom | 19 | 19 | 0 |
| Three Bedroom | 53 | 53 | 0 |
| Four Bedroom | 10 | 10 | 0 |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #2**

| Name of Public Housing Development:<br><br>Los Ositos<br>Casa de Oro | PIC Development ID:<br><br>CA033000112<br>CA033000105 | Conversion Type (i.e., PBV or PBRA):<br><br>PBRA | Transfer of Assistance:<br><br>None |
|---|---|---|---|
| Total Units:<br><br>70 | Pre-RAD Unit Type (i.e. Family, Senior):<br><br>Senior | Post-RAD Unit Type if different (i.e. Family, Senior):<br><br>N/A | Capital Fund allocation of Development:<br><br>$28,806 |
| Bedroom Type | Number of units Pre-conversion<br><br>70 | Number of units Post-Conversion<br><br>70 | Changes in Number of Units per Bedroom Type and Why<br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | 67 | 67 | 0 |
| Two Bedroom | 3 | 3 | 0 |
| Three Bedroom | | | |
| Four Bedroom | | | |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of Assistance | | |

**Development #3**

| Name of Public Housing Development:<br><br>Northridge Plaza | PIC Development ID:<br><br>CA033000114 | Conversion Type (i.e., PBV or PBRA):<br><br>PBRA | Transfer of Assistance:<br><br>None |
|---|---|---|---|
| Total Units:<br><br>80 | Pre-RAD Unit Type (i.e. Family, Senior):<br><br>Family | Post-RAD Unit Type if different (i.e. Family, Senior):<br><br>N/A | Capital Fund allocation of Development:<br><br>$32,922 |
| Bedroom Type | Number of units Pre-conversion<br><br>80 | Number of units Post-Conversion<br><br>80 | Changes in Number of Units per Bedroom Type and Why<br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | 10 | 10 | 0 |
| Two Bedroom | 60 | 60 | 0 |
| Three Bedroom | 10 | 10 | 0 |
| Four Bedroom | | | |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #4**

| Name of Public Housing Development: | PIC Development ID: | Conversion Type (i.e., PBV or PBRA): | Transfer of Assistance: |
|---|---|---|---|
| Scattered Sites | CA033000103 | PBRA | None |
| Total Units: | Pre-RAD Unit Type (i.e. Family, Senior): | Post-RAD Unit Type if different (i.e. Family, Senior): | Capital Fund allocation of Development: |
| 30 | Family | N/A | $12,346 |
| Bedroom Type | Number of units Pre-conversion<br><br>30 | Number of units Post-Conversion<br><br>30 | Changes in Number of Units per Bedroom Type and Why<br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | 6 | 6 | 0 |
| Two Bedroom | 0 | 0 | 0 |
| Three Bedroom | 12 | 12 | 0 |
| Four Bedroom | 8 | 8 | 0 |
| Five Bedroom | 4 | 4 | 0 |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #5**

| Name of Public Housing Development:<br><br>Scattered Sites | PIC Development ID:<br><br>CA033000108 | Conversion Type (i.e., PBV or PBRA):<br><br>PBRA | Transfer of Assistance:<br><br>None |
|---|---|---|---|
| Total Units:<br><br>88 + 1 Community Center | Pre-RAD Unit Type (i.e. Family, Senior):<br><br>Family | Post-RAD Unit Type if different (i.e. Family, Senior):<br><br>N/A | Capital Fund allocation of Development:<br><br>$36,625 |
| Bedroom Type | Number of units Pre-conversion<br><br>88 + 1 Community Center | Number of units Post-Conversion<br><br>88 + 1 Community Center | Changes in Number of Units per Bedroom Type and Why<br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | 35 | 35 | 0 |
| Two Bedroom | 53 | 53 | 0 |
| Three Bedroom | | | |
| Four Bedroom | | | |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #6**

| Name of Public Housing Development: Scattered Sites | PIC Development ID: CA033000111 | Conversion Type (i.e., PBV or PBRA): PBRA | Transfer of Assistance: None |
|---|---|---|---|
| Total Units: 13 | Pre-RAD Unit Type (i.e. Family, Senior): Family | Post-RAD Unit Type if different (i.e. Family, Senior): N/A | Capital Fund allocation of Development: $5,350 |
| Bedroom Type | Number of units Pre-conversion 13 | Number of units Post-Conversion 13 | Changes in Number of Units per Bedroom Type and Why None |
| Studio/Efficiency | | | |
| One Bedroom | | | |
| Two Bedroom | 13 | 13 | 0 |
| Three Bedroom | | | |
| Four Bedroom | | | |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #7**

| Name of Public Housing Development: Scattered Sites | PIC Development ID: CA033000120 | Conversion Type (i.e., PBV or PBRA): PBRA | Transfer of Assistance: None |
|---|---|---|---|
| Total Units: 114 | Pre-RAD Unit Type (i.e. Family, Senior): Family | Post-RAD Unit Type if different (i.e. Family, Senior): N/A | Capital Fund allocation of Development: $46,914 |
| Bedroom Type | Number of units Pre-conversion 114 | Number of units Post-Conversion 114 | Changes in Number of Units per Bedroom Type and Why None |
| Studio/Efficiency | | | |
| One Bedroom | 0 | 0 | 0 |
| Two Bedroom | 33 | 33 | 0 |
| Three Bedroom | 63 | 63 | 0 |
| Four Bedroom | 17 | 17 | 0 |
| Five Bedroom | 1 | 1 | 0 |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Resident Rights, Participation, Waiting List and Grievance Procedures**

Attached to this document are Sections 1.7.B and 1.7.C of HUD PIH Notice 2012-32, REV 1 which specifically speak to the above topics. The Housing Authority of the County of Monterey will implement these policies for all RAD properties upon conversion from public housing to Project Based Rental Assistance.

**Relocation Plans**

An accessibility and relocation checklist will be submitted to HUD for each RAD project with the Financing Plan, as required under the RAD program rules.

**Significant Amendment Definition**

As part of the Rental Assistance Demonstration (RAD), the Housing Authority of the County of Monterey is redefining the definition of substantial deviation from the PHA Plan to exclude the following RAD-specific items:

a. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
b. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
c. Changes to the financing structure for each approved RAD conversion.

longer be eligible to receive RAD Rehab Assistance Payments and all units under contract will be eligible for payment only for occupied units or for vacancy payments, as applicable.

## B. PBRA Resident Rights and Participation

1. **No Rescreening of Tenants upon Conversion.** Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, the first clause of section 8(c)(4) of the Act and 24 CFR § 880.603(b), concerning determination of eligibility and selection of tenants, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family

2. **Right to Return.** Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved (see Section 1.6.B.7 and Section 1.7.A.8 on conditions warranting a transfer of assistance), residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or Owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

3. **Phase-in of Tenant Rent Increases.** If a resident's monthly rent increases by more than the greater of 10 percent or $25 purely as a result of conversion, the rent increase will be phased in over 3 years, which a PHA may extend to 5 years. To implement this provision, HUD is waiving section 3(a)(1) of the Act, as well as 24 CFR § 880.201 (definition of "total tenant payment"), to the limited extent necessary to allow for the phase-in of tenant rent increases. A PHA must set the length of the phase-in period to be three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The below method explains the set percentage-based phase-in an owner must follow according to the phase-in period established. For purposes of this section "Calculated Multifamily TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on the family's most recent HUD Form 50059.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid Total Tenant Payments (TTP) and the calculated Multifamily housing TTP

- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) in prior to Year 3 AR – 66% of difference between most recently paid TTP and calculated Multifamily housing TTP

- Year 3: Year 3 AR and all subsequent recertificaitons – Year 3 AR and any IR in Year 3: Full Multifamily housing TTP

Five Year Phase-in

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP and the calculated Multifamily housing TTP

- Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and calculated Multifamily housing TTP

- Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and calculated Multifamily housing TTP

- Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and calculated Multifamily housing TTP

- Year 5 AR and all subsequent recertifications – Full Multifamily housing TTP

Please Note: In either the three year phase-in or the five-year phase-in, once Multifamily housing TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full multifamily housing TTP from that point forward

4. **Public Housing Family Self-Sufficiency (PH FSS) and Resident Opportunities and Self Sufficiency (ROSS-SC).** Current PH FSS participants will continue to be eligible for FSS once their housing is converted under RAD. All owners will be required to administer the FSS program in accordance with the participants' contracts of participation and future guidance published by HUD. Owners may not offer enrollment in FSS to residents in projects converted to PBRA that were not enrolled in the PH FSS program prior to RAD conversion, nor may owners offer FSS enrollment to any new residents at the project. Owners will be allowed to use any funds already granted for PH FSS coordinator salaries until such funds are expended. All owners will be required to provide both service coordinators and payments to escrow until the end of the Contract of Participation. Please see future FSS Notices of Funding Availability and other guidance for additional details, including FSS coordinator funding eligibility under a RAD conversion. As the PH FSS grant is the source of funding for PH FSS, program compliance will continue to be monitored by the Office of Public and Indian Housing.

   Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS-SC grants nor will its residents be eligible to be served by future public housing ROSS-SC grants.

5. **Resident Participation and Funding.** Residents of covered projects converting assistance to PBRA will have the right to establish and operate a resident organization in accordance with 24 CFR Part 245 (Tenant Participation in Multifamily Housing Projects). In addition, in accordance with Attachment 1B, residents will be eligible for resident participation funding.

6. **Resident Procedural Rights.** The information provided below must be included as part of the House Rules for the associated project and the House Rules must be furnished to HUD as part of the Financing Plan submission. See Attachment 1E for a sample Addendum to the House Rules.

   a. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR § 880.607 and the Multifamily HUD Model Lease.

      i. *Termination of Tenancy and Assistance.* The termination procedure for RAD conversions to PBRA will additionally require that PHAs (as owners) provide adequate written notice of termination of the lease which shall not be less than:

- A reasonable period of time, but not to exceed 30 days:
    - If the health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - In the event of any drug-related or violent criminal activity or any felony conviction; or
- 14 days in the case of nonpayment of rent.

ii. *Termination of Assistance.* In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

b. **Grievance Process.** In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating resident procedural rights to comply with the requirements of section 6 of the Act. RAD will require that:

i. Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as their right to an informal hearing with the PHA (as owner);

ii. Residents will have an opportunity for an informal hearing with an impartial member of PHA's staff (as owner) within a reasonable period of time;

iii. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the PHA (as owner), prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and

iv. PHAs (as owners) provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA (as owner) relied on as the basis for the adverse action.

The PHA (as owner) will be bound by decisions from these hearings, except if the:

i. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.

ii. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

If the PHA (as owner) determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.

7. **Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID exclusion after conversion, in accordance with regulations at 24 CFR § 960.255. After conversion, no other tenants will be eligible to receive the EID. If a tenant receiving the EID exclusion undergoes a break in employment, ceases to use the EID exclusion, or the EID exclusion expires in accordance with 24 CFR §960.255, the tenant will no longer receive the EID exclusion and the Owner will no longer be subject to the provisions of 24 CFR §960.255. Furthermore, tenants whose EID ceases or expires after conversion shall not be subject to the rent phase-in provision, as described in Section 1.7.B.3; instead, the rent will automatically be adjusted to the appropriate rent level based upon tenant income at that time.

8. **Capital Fund Education and Training Community Facilities (CFCF) Program.** CFCF provides capital funding to PHAs for the construction, rehabilitation, or purchase of facilities to provide early childhood education, adult education, and job training programs for public housing residents based on an identified need. Where a community facility has been developed under CFCF in connection to or serving the residents of an existing public housing project converting its assistance under RAD, residents will continue to qualify as "PHA residents" for the purposes of CFCF program compliance. To the greatest extent possible the community facility should continue to be available to public housing residents.

## C. PBRA: Other Miscellaneous Provisions

1. **Access to Records, including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work.

2. **Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** The Davis-Bacon Act (prevailing wages, the Contract Work Hours and Safety Standards Act, and other related regulations, rules, and requirements) and Section

3 (24 CFR Part 135) apply to all initial repairs that are identified in the Financing Plan to the extent that such repairs qualify as construction or rehabilitation. (The Davis-Bacon Act only applies for projects with nine or more units.)

3. **Establishment of Waiting List.** In establishing the waiting list for the converted project, the PHA shall utilize the project-specific waiting list that existed at the time of conversion. If a project-specific waiting list does exist, but the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.

   If a project-specific waiting list for the project does not exist, the PHA shall establish a waiting list in accordance 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. For the purpose of establishing the initial waiting list, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing waiting list given the number of applicants, PHA resources, and community characteristics of the proposed conversion under RAD. Such activities should be pursuant to the PHA's policies for waiting list management, including the obligation to affirmatively further fair housing.

   A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (i.e., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's centralized public housing waiting list who wish to be placed onto the newly-established waiting list are done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and the obligation to provide meaningful access for persons with limited English proficiency (LEP).[43]

[43] For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

To implement this provision, HUD will not apply 24 CFR § 880.603, regarding selection and admission of assisted tenants. However, after the initial waiting list has been established, the PHA shall administer its waiting list for the converted project in accordance with 24 CFR § 880.603.

4. **Mandatory Insurance Coverage.** The project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed property of a project, except with the written approval of HUD to the contrary.

5. **Choice-Mobility.** HUD seeks to provide all residents of covered projects with viable Choice-Mobility options. PHAs that are applying to convert the assistance of a project to PBRA are required to provide a Choice-Mobility option to residents of covered projects in accordance with the following:[44]

    a. *Resident Eligibility.* Residents have a right to move with tenant-based rental assistance (e.g., Housing Choice Voucher (HCV)) the later of: (a) 24 months from date of execution of the HAP or (b) 24 months after the move-in date.

    b. *Voucher Inventory Turnover Cap.* Recognizing the limitation on the availability of turnover vouchers from year to year, a voucher agency would not be required, in any year, to provide more than one-third of its turnover vouchers to the residents of covered projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if implemented the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received.

    c. *Project Turnover Cap.* Also recognizing the limited availability of turnover vouchers and the importance of managing turnover in the best interests of the property, in any year, a PHA may limit the number of Choice-Mobility moves exercised by eligible households to 15 percent of the assisted units in the project. (For example, if the project has 100 assisted units, the PHA could limit the number of families exercising Choice-Mobility to 15 in any year, but not less than 15.) While a voucher agency is not required to establish a project turnover cap, if implemented the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received.

[44] The Choice-Mobility requirements that apply to covered PBRA projects differ from the requirements that apply to covered PBV projects.

HUD's goal is to have 100 percent of residents in the Demonstration offered a Choice-Mobility option within a reasonable time after conversion. However, as HUD recognizes that not all PHAs will have vouchers sufficient to support this effort, HUD will:

- Provide ranking factor points where a voucher agency has committed to provide vouchers to the covered PBRA project of a PHA without a voucher program (see Section 1.11D). Additionally, voucher agencies that make such a commitment will receive:
  - Priority points for new HCV FSS coordinator positions in an upcoming FSS competition and
  - The bonus points provided under the Section Eight Management Assessment Program (SEMAP) for deconcentration.[45, 46]

- Grant a good-cause exemption from the Choice-Mobility requirement for no more than 10 percent of units in the Demonstration. HUD will only consider requests for good-cause exemptions from the following types of PHAs:
  - Public housing–only agencies, defined as agencies that own units under a public housing ACC, but do not administer, directly or through an affiliate, a Housing Choice Voucher program; or
  - Combined agencies that currently have more than one-third of their turnover vouchers set aside for veterans, as defined for the purpose of HUD-VASH, or homeless populations, as defined in 24 CFR § 91.5.[47] To be eligible for this exemption, the PHA's admission policies must have been formally approved by the PHA's board prior to the time of application.

  HUD will issue these exemptions in the following order of priority: 1) small public housing-only PHAs; 2) all other public housing-only PHAs; and 3) combined agencies that currently have more than one-third of their vouchers set

45 The sponsoring agency must commit to the full term of the initial HAP, must undergo a significant amendment to its Annual Plan (no later than 60 days after execution of the project's CHAP), and must comply with section 8(o)(6)(A) relating to selection preferences.

46 In order to implement this incentive, HUD is waiving provisions under 24 CFR § 985.3(h) to provide donating agencies with bonus points under the SEMAP for deconcentration.

47 A veteran is, for the purpose of HUD-VASH, a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable and is eligible for Veterans Administration health care.

aside for veterans and/or homeless. See Section 1.11 for more information on Choice-Mobility exemptions in the competition.

6. **Future Refinancing.** Owners must receive HUD approval for any refinancing or restructuring of permanent debt within the HAP contract term to ensure the financing is consistent with long-term preservation. (Current lenders and investors are also likely to require review and approval of refinancing of the primary permanent debt.)

7. **Submission of Year-End Financial Statements.** Covered projects converting assistance to PBRA must comply with 24 CFR Part 5 Subpart H, as amended, revised, or modified by HUD from time to time regarding submission of financial statements.[48]

8. **Classification of Converting Projects as Pre-1981 Act Projects under Section 16(c) of the United States Housing Act of 1937.** For purposes of ensuring maximum flexibility in converting to PBRA, all such projects converting to PBRA shall be treated as Pre-1981 Act Projects under Section 16(c) of the US Housing Act of 1937. Section 16(c)(1) of the US Housing Act of 1937, which applies to pre-1981 Act projects, restricts occupancy by families that are other than very low-income to 25% of overall occupancy. Thus, owners of projects converting to PBRA may admit applicants with incomes up to the low-income limit. HUD Headquarters tracks the 25% restriction on a nationwide basis. Owners of projects converting to PBRA do not need to request an exception to admit low-income families. In order to implement this provision, HUD is waiving section 16(c)(2) of the US Housing Act of 1937 and 24 CFR §5.653(d)(2) and is instituting an alternative requirement that owners of projects converting to PBRA adhere to the requirements of section 16(c)(1) of the US Housing Act of 1937 and 24 CFR §5.653(d)(1).

## 1.8 Resident Notification

Prior to submitting an application to participate in the Demonstration, HUD requires a PHA to:

1. Notify residents of projects proposed for conversion and legitimate resident organizations of the PHA's intent to pursue a conversion;
2. Conduct at least two meetings with residents of projects proposed for conversion to discuss conversion plans and provide opportunity for comment; and

[48] This provision is included to clarify existing requirements for PHAs that own PBRA-assisted projects through Single Asset Entities. Such owners are considered reporting entities under 24 CFR § 5.801 (a)(3) and (a)(4).

is actively involved in a variety of collaborative efforts to address regional issues such as homelessness, welfare reform and the advocacy for and development of affordable housing throughout the County of Monterey.

**Association of Monterey Bay Area Governments Planning Agency** is responsible for developing the Regional Housing Needs Plan and fair share housing allocations for various income groups.

**Monterey Peninsula Water Management District Water Resource Agency**, for the entire Monterey Peninsula, controls allocations of water between jurisdictions and issues permits for new water hookups for housing.

**Community Housing Trust**
A countywide agency was initially developed by the Ft. Ord Reuse Authority (FORA) to raise funds from the private sector to help develop more affordable housing. The City of Seaside was the first city to contribute to the new agency. The City pledged $100,000 contingent on contributions from other cities. The $25,000 seed money given to the trust by the City of Seaside in 2005 may be an effective method of gaining support from other agencies for future affordable housing projects.

**California Department of Housing and Community Development** – State Housing Agency is responsible for review and approval of local Housing Element and source of funding for HOME and other programs in support of affordable housing.

**U.S. Department of Housing and Urban Development (HUD)** – Federal Housing Agency is responsible for administration of Federal housing programs. This is the source of CDBG, HOME and other federal housing finance programs.

## Private Industry

**Lending Institutions**
Various local lenders provide primary financing for first-time homebuyers participating in the Down Payment Assistance Program.

**Title Companies**
Title companies assist greatly in providing services under the City's housing programs including discounted title insurance and technical escrow assistance when necessary.

## 2.2.1 Public and Assisted Housing

**Housing Authority of the Monterey County (HACM)**

The Housing Authority of Monterey County does not have any public housing in Seaside. HACM administers the Federal Section 8 certificate/Vouchers Rental Assistance Program for low-income families and individuals within the County. One hundred and eighty-eight (188) Section 8 certificate/vouchers subsidize rental units for low-income Seaside residents. The waiting period for qualified applicants is generally one or more years. The total served includes 171 small households and 17 large households of 5 or more.

The HACM administers a Section 8 Homeownership program pursuant to Section 8(y) of the federal Housing Act of 1937, as implemented by the CFR. The Housing Authority's homeownership program is voluntary and provides participants a broad range of choices in housing. This program can provide an incentive for families to move from homelessness and from welfare-to-work and through the FSSP program into homeownership utilizing a continuum of housing assistance and counseling.

**The Family Self-Sufficiency Program (FSSP)**
Promotes the coordination of public housing and Section 8 rental assistance with other public and private resources. The goal of this program is to assist low-income families to achieve economic independence and self-sufficiency.

**Table 2-2-1**
**Tenant Households in the**
**Section 8 Housing Choice Voucher Program in Seaside**

| Family Size | No. | White | Hispanic Origin | Black | Asian | Am-Indian Alaska | Unknown |
|---|---|---|---|---|---|---|---|
| Elderly | 73 | 36 | 18 | 10 | 8 | 1 | |
| Non-Elderly | 115 | 28 | 45 | 30 | 8 | 4 | |
| **Total** | **188** | **64** | **63** | **40** | **16** | **5** | |
| Waiting List | 201 | 43 | 78 | 63 | 11 | 3 | 3 |

**Privately Developed Low Income Housing**

**Hannon Assembled Apartments:** Hannon Assembled Apartments consist of 133 low-income rental units ranging from one to five bedrooms. There are between 7 to 41 townhouse style apartments per cluster located at 10 sites throughout the City. The project was originally financed through the Federal Section 236 Program. The new management firm of Islas Development acquired ownership in June 2004. The agency has opted out of the HUD Section 236 Program resulting in 122 households paying low-income tax credit rents. The Housing Authority of the Monterey County (HAMC) reports 11 households receive enhanced Section 8 vouchers.

**Del Monte Manor:** Del Monte Manor consists of 192 rental low-income units ranging from studios to three bedroom apartments. The complex is managed by a private non-profit organization, Del Monte Manor, Inc. The project was financed through the Federal Section 235 (HUD-insured 221-d-4) Program. The Housing Authority of the Monterey County (HAMC) reports 14 households receive Section 8 Housing Choice vouchers.

**Villa Del Monte:** Villa Del Monte consists of 80 rental low-income units ranging from studios to one-bedroom apartments. The Housing Authority of the Monterey County (HAMC) reports 43 households receive Section 8 Housing Choice vouchers.

## 2.3 Homeless Facilities Located in the City of Seaside

**Shelter Outreach Plus - Women and Children Shelter - 785 Hamilton Street**

The primary purveyor of services to the homeless in Seaside is Shelter Outreach Plus. This organization pioneered the programs that resulted in Seaside's Emergency Shelter for the Homeless Ordinance. It runs a shelter for the homeless, and operates a variety of peninsula-wide programs for the homeless and very low-income persons.

Shelter Outreach Plus holds a permit to provide temporary emergency shelter for homeless women and women with children. The facility has the capacity to shelter up to 16 people for a maximum stay of sixty days. It also has a full program to take people from emergency housing through transition and, ultimately, to self-sufficiency. It also provides shelter for homeless men with its I HELP (Interfaith Homeless Emergency Lodging Program) Program. Using several church facilities, men are transported to these facilities on a rotating basis.

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.G.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Brian Dempsey, Fire Chief

**DATE:** February 19, 2015

**SUBJECT:** **GRANT APPLICATION APPROVAL FOR ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT IN THE AMOUNT OF $754,395.00.**

---

## PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for an Assistance to Firefighters Grant Program (AFG) Staffing for Adequate Fire and Emergency Response (SAFER) grant for the hiring of three firefighters for a two year period. The requested amount is $754,395.00 and there are no matching funds from the City required, however if approved a grant management fee of 1% or $7,544.00 will be required by the City.

## RECOMMENDATION

It is recommended that the City Council approve the submission of an application for an Assistance to Firefighters Grant Program (AFG) Staffing for Adequate Fire and Emergency Response (SAFER) grant for the hiring of three firefighters for a two year period.

## BACKGROUND

The goal of the SAFER Grant Program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, and assure that communities have adequate protection from fire and fire-related hazards. On February 17, 2011 City Council approved the acceptance of a FY 2010 SAFER Grant for the purpose of rehiring three fire personnel previously separated from service. The original grant amount was $811,800.00 with the purpose of funding three firefighters for two years. In all, with an extension the 2010 SAFER grant lasted for two years, eight months and all $811,800.00 was collected.

To judge the effectiveness of the previous SAFER grant, daily attendance worksheets were analyzed for the entire performance period as well as the approved extension period. Specifically, of the 974 twenty-four hour shifts in the performance period and extension, 846 twenty-four hour shifts benefited from the SAFER grant and prevented overtime. In other words, 128 twenty-four hours shifts or 13% of the time the SAFER grant did not eliminate the need for overtime.

Consequently, if the SAFER grant eliminated 846 twenty-four hour shifts of overtime or 87%, then in theory, 87% of the $811,000 would equate to: $705,570 of overtime savings. In addition, another method to calculate the savings is to apply an average overtime rate to the 128 twenty-four hour shifts overtime was not required; this would result in $138,240 of overtime or 17% of the time the SAFER did not prevent overtime from occurring. Therefore, the SAFER grant proved effective between eighty-three and eighty-seven percent of the time.

Further, the current fire department staffing is back to the same level it was prior to the award of the FY2010 SAFER grant due to one retirement and two firefighters resigning for other opportunities. The terminology used for our current staffing level is “constant staffing”. Constant staffing means staffing an operation with just enough positions to cover all minimum staffing seats – leaves or vacancies are covered with overtime assignments by off-duty employees. In order to provide 24/7, 365 services the Seaside Fire Department employs a minimum daily staffing of seven firefighters; one Shift Commander/Battalion Chief, two Captains, two Engineers and two Firefighters. Furthermore, under the constant staffing model each time an employee is on leave due to vacation, personal leave, sick leave, on-the-job injury, bereavement leave or approved training, overtime is incurred to back fill the employee’s position. This request will fill those current vacancies and at the same time substantially reduce overtime.

## FISCAL IMPACT

The fiscal impact to the City if the grant application is approved will be 1% of the award amount or $7,544.00 in grant management fees. There are no matching funds required with this grant. The projected award start date is 06/01/2015 so grant management fees can be funded in FY15-16 with overtime or salary savings.

## ATTACHMENTS

1. Draft-Resolution

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AN ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT FOR THE HIRING OF THREE FIREFIGHTERS FOR A TWO YEAR PERIOD.**

**WHEREAS**, on February 17, 2011 City Council approved the acceptance of the FY 2010 SAFER Grant for the purpose of rehiring three fire personnel previously separated from service, and;

**WHEREAS**, the original grant amount was $811,800.00 with the purpose of funding three firefighters for two years, and;

**WHEREAS,** the FY 2010 SAFER grant proved valuable in the reduction of fire department overtime, and;

**WHEREAS,** the FY 2014 SAFER grant application in the amount of $754,395.00 for the hiring of three firefighters will again reduce fire department overtime, and;

**WHEREAS,** the fiscal impact to the City, if the grant application is approved, will be $7,544.00 in grant management fees with no matching funds required.

**NOW, THEREFORE BE IT RESOLVED,** that the City Council of the City of Seaside authorizes the Fire Chief to submit an application for the FY 2014 SAFER grant.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2015, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

______________________________
Ralph Rubio, Mayor

ATTEST:

______________________________
Lesley E. Milton, City Clerk

CITY OF SEASIDE
STAFF REPORT

**Item No.: 9.H.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Brian Dempsey, Fire Chief

**DATE:** February 19, 2015

**SUBJECT:** **GRANT APPLICATION APPROVAL FOR ASSISTANCE TO FIREFIGHTERS REGIONAL GRANT FOR THE PURCHASE OF FIRE STATION ALERTING EQUIPMENT IN THE AMOUNT OF $24,443.00.**

---

## PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement fire station alerting equipment. The requested amount is $24,443.00 and requires a 10 percent match of City funds in the amount of $2,443.00, plus a grant management fee of $1000.00.

## RECOMMENDATION

It is recommended that the City Council approve the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement fire station alerting equipment.

## BACKGROUND

Fire Station alerting is an important component of a public safety dispatch system, on-duty firefighters are alerted to an incoming dispatch by station alerting equipment. Once a call is processed by County Communications and entered into the Computer Aided Dispatch System, a tone is generated on the station public address system, interior lights are turned on and reception of voice messages provide information about the call for service. Additional features of an alerting system include shutting the power to cooking appliances, opening apparatus bay doors and providing call information to the Mobile Data Terminals in the vehicles. The current alerting system in place at the fire station was installed when the station was built in 1978. Due to concerns with reliability and to take advantage of technological improvements, replacement of the system makes sense at this time.

Salinas Fire Department is hosting the (AFG) Regional Grant; other departments participating in the grant are Monterey Fire Department, Monterey Regional Fire District and Seaside Fire Department; in total (18) fire stations would receive new alerting equipment. The cost for a single station is $24,443.00 and requires a 10% match of City funds.

## FISCAL IMPACT

The fiscal impact to the City if the grant application is approved will be $2,443.00 in matching funds plus a grant management fee of $1000.00. I don't anticipate this grant being awarded until after July 1, 2015 and funds will be made available in the fire department FY15-16 budget.

## ATTACHMENTS

1. AFG Alerting System Grant Resolution

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING THE APPLICATION SUBMISSION OF AN ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PURCHASE OF FIRE STATION ALERTING EQUIPMENT IN THE AMOUNT OF $24,443.00.**

**WHEREAS**, fire station alerting is an important component of a public safety dispatch system, and;

**WHEREAS**, once a call is processed by County Communications, the tone is generated on the station public address system and reception of voice messages provide information about the call for service, and;

**WHEREAS,** the current alerting system in place at the fire station was installed when the station was built in 1978**,** and;

**WHEREAS,** due to concerns with reliability and to take advantage of technological improvements, replacement of the system make sense at this time, and;

**WHEREAS,** the Salinas fire Department is hosting the "AFG Regional Grant" along with Monterey Fire Department, Monterey Regional Fire District and Seaside Fire Department, and;

**WHEREAS,** the cost of a single station is $24,443.00 and will require a 10% match of City funds.

**NOW, THEREFORE BE IT RESOLVED,** that the City Council of the City of Seaside authorizes submission of an application for a regional Assistance to Firefighter Grant for the purchase of equipment for the fire station alerting system.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2015, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

______________________________
Ralph Rubio, Mayor

ATTEST:

______________________________
Lesley E. Milton, City Clerk

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.I.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Brian Dempsey, Fire Chief

**DATE:** February 19, 2015

**SUBJECT:** **GRANT APPLICATION APPROVAL FOR STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY REGIONAL EXTRICATION IMPROVEMENT PROGRAM GRANT IN THE AMOUNT OF $40,227.00.**

---

## PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for a State of California Office of Traffic Safety Regional Extrication Improvement Grant for the purchase of vehicle extrication equipment for the fire department. The requested amount is $40,227.00 with no matching funds required, however the City would be responsible for 10% of the grant management fees or $1500.00.

## RECOMMENDATION

It is recommended that the City Council approve the submission of an application for a State of California Office of Traffic Safety Regional Extrication Improvement Grant for the purchase of vehicle extrication equipment for the fire department.

## BACKGROUND

An Emergency Medical Services system that ensures prompt and effective emergency medical services to victims of motor vehicle collisions is an essential component of California's plan to reduce the number of deaths and injuries resulting from vehicle collisions. The State of California Office of Traffic Safety makes funds available for the reduction of motor vehicle accidents and the improvement of general traffic safety, particularly as it pertains to vehicle extrication and reducing response times.

North County Fire Protection District is acting as host agency for a regional, multi-jurisdictional grant addressing the needs of Monterey County fire agencies. As a participant in the grant

Seaside Fire Department is requesting to upgrade a portion of our current extrication equipment inventory. The requested amount is $40,227.00 with no matching funds required, however we would be responsible for 10% of the grant management fees or $1500.00.

## FISCAL IMPACT

The fiscal impact to the City if the grant application is approved will be $1500.00. Funds are available in the Fire Department FY14-15 budget or the FY15-16 budget if awarded after July 1, 2015.

## ATTACHMENTS

1. Extrication Grant Resolution

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING THE APPLICATION SUBMISSION OF A CALIFORNIA OFFICE OF TRAFFIC SAFETY REGIONAL EXTRICATION IMPROVEMENT PROGRAM GRANT IN THE AMOUNT OF $40,227.00.**

**WHEREAS**, an Emergency Medical Services System that insures prompt and effective emergency medical services to victims of motor vehicle collisions is an essential component of California's plan to reduce the number of deaths and injuries resulting from vehicle collisions, and;

**WHEREAS**, the State of California Office of Traffic Safety makes funds available for the reduction of motor vehicle accidents and the improvement of traffic safety, particularly as it pertains to vehicle extrication and reducing response times, and;

**WHEREAS,** North County Fire Protection District is acting as host agency for a regional, multi-jurisdictional grant addressing the needs of Monterey County fire agencies, and;

**WHEREAS,** a participant in the grant, Seaside Fire Department is requesting to upgrade a portion of its current extrication equipment inventory, and;

**WHEREAS,** the requested amount is $40,227.00 with no matching funds required, and;

**WHEREAS,** the fiscal impact to the city, if the grant application is approved, would be $1,500.00 in grant management fees.

**NOW, THEREFORE BE IT RESOLVED,** that the City Council of the City of Seaside authorizes submission of an application for a State of California Office of Traffic Safety Regional Extrication Improvement Grant.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2015, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

______________________________
Ralph Rubio, Mayor

ATTEST:

______________________________
Lesley E. Milton, City Clerk

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.J.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Daphne Hodgson, Deputy City Manager Administrative Services

**DATE:** February 19, 2015

**SUBJECT:** **RENEWAL OF THE ANNUAL BINGO LICENSES FOR AMERICAN LEGION POST 591, V.F.W. POST 8679, AND MONTEREY PENINSULA AVENUE OF THE FLAGS**

---

## PURPOSE

The purpose of this item is to provide the City Council an opportunity to review the 2015 annual bingo license renewal applications from the three non-profit organizations (four licenses) that conduct bingo games in the City of Seaside.

## RECOMMENDATION

It is recommended that the City Council approve the renewal applications for annual Bingo licenses for American Legion Post 591, 1000 Playa Ave., Seaside-Monterey Memorial V.F.W. Post 8679, 1996 Fremont Blvd., and Monterey Peninsula Avenue of Flags, 986 Hilby Ave.

## BACKGROUND

Section 5.16 of the City of Seaside Municipal Code requires that every non-profit organization that conducts bingo games in the City have a Bingo License. The process requires that an application be submitted to the City Clerk with the payment of a $50.00 fee. Each application is then reviewed by the City Council, which can issue, deny, or revoke the license. The license, if issued, is valid for a twelve-month period.

The three organizations listed above have conducted licensed Bingo games in Seaside for many years in accordance with the Municipal Code. No complaints have been filed regarding the bingo operators who are requesting license renewal. They have submitted their renewal applications and their $50 fee.

## FISCAL IMPACT

The fiscal impact of this action results in the collection of $200 in bingo license fees.

## ATTACHMENTS

1. Bingo License Applications

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

CITY OF SEASIDE, CA
831 899-6717

RECH: 00200895 2/02/2015 10:34 AM
OPER: FINAN TERM: 006
REF#: 11053

TRAN: 100.3201 BINGO PERMIT
THE AMERICAN LEGION BAR
BINGO PERMIT 50.00CR

TENDERED: 50.00 CHECK
APPLIED: 50.00-

CHANGE: 0.00


CE DEPARTMENT
ircourt Avenue
e, CA 93955

Telephone (831) 899-6240
FAX (831) 899-6341
TDD (831) 899-6207


**BINGO PERMIT APPLICATION**
ant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)

N 1-28-15

ION AMERICAN Legion Post 591 Bingo

1000 PLAYA Ave PHONE 831-394-6604

GAMES 1000 PlAYA Ave, Seaside

ATION? YES NO

RY 501c DATE RECEIVED

(If this an initial application, please attach copy of IRS Exemption Letter)

INTENDED USE OF BINGO GAME PROCEEDS CHArity And donATions

OFFICERS OF THE ORGANIZATION:

| NAME | TITLE | PHONE |
|---|---|---|
| MICHAEL WARd | POST COMMANDER | 831-869-1401 |
| MICHAEL RYAN | AdjuTANT | 831-393-2046 |
| VerN LEischer | EXEC BoArd member | 831-384-8724 |

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE DATE 1-28-15

PRINT NAME MICHAEL WArd PHONE 831-869-1401

LICENSE FEE PAID $ CITY RECEIPT #

DATE PAID

CITY OF SEASIDE, CA
831 899-6717

REC#: 00200784 1/28/2015 9:00 AM
OPER: FINAN TERM: 006
REF#: 3748

TRAN: 100.3201 BINGO PERMIT
VFW POST 8679
OLDEMYER CTR- 986 HILBY AVE
BINGO PERMIT 50.00CR

TENDERED: 50.00 CHECK
APPLIED: 50.00-

CHANGE: 0.00

ICE DEPARTMENT
ırcourt Avenue
e, CA 93955

Telephone (831) 899-6240
FAX (831) 899-6341
TDD (831) 899-6207

**BINGO PERMIT APPLICATION**
ant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)

N 23 JAN 15

ION VFW POST 8679

996 FREMONT SEASIDE PHONE 394 7031

GAMES OLDERMYER CTR 986 HILBY AVE

ATION? YES ✓ NO ____

RY ____ DATE RECEIVED ____

(If this an initial application, please attach copy of IRS Exemption Letter)

INTENDED USE OF BINGO GAME PROCEEDS Charity

OFFICERS OF THE ORGANIZATION:

| NAME | TITLE | PHONE |
|---|---|---|
| BENNIE COOPER | PRESIDENT/COMMANDER | 224-9285 |
| Richard Dansby | VICE PRES/1st VICE | 917 7280 |
| Ellsworth Glazier | QUARTERMASTER | 899 1886 |

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE [signature] DATE 23 JAN 15

PRINT NAME ELLSWORTH GLAZIER PHONE 899 1886

LICENSE FEE PAID $ ____ CITY RECEIPT # ____

DATE PAID ____

CITY OF SEASIDE, CA
831 899-6717

REC#: 00200783 1/28/2015 8:59 AM
OPER: FINAN TERM: 006
REF#: 3747

TRAN: 100.3201 BINGO PERMIT
VFW POST 8679
1996 FREMONT
BINGO PERMIT 50.00CR

TENDERED: 50.00 CHECK
APPLIED: 50.00-

CHANGE: 0.00

**CE DEPARTMENT**

arcourt Avenue
le, CA 93955

Telephone (831) 899-6240
FAX (831) 899-6341
TDD (831) 899-6207

## BINGO PERMIT APPLICATION

ant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)

N 23 JAN 15

ION VFW POST 8679

1996 FREMONT SEASIDE PHONE 394 7031

GAMES 1996 FREMONT SEASIDE CA.

ATION? YES ✓ NO

RY ______ DATE RECEIVED ______

(If this an initial application, please attach copy of IRS Exemption Letter)

INTENDED USE OF BINGO GAME PROCEEDS Charity

OFFICERS OF THE ORGANIZATION:

| NAME | TITLE | PHONE |
|---|---|---|
| BEN COOPER | PRESIDENT/COMMANDER | 2249285 |
| Richard Dansby | VICEPRESIDENT/1ST VICE | 9177280 |
| Ellsworth Glazier | QUARTERMASTER | 899 1886 |

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE [signature] DATE 23 JAN 15

PRINT NAME Ellsworth Glazier PHONE 831 899 1886

LICENSE FEE PAID $ ______ CITY RECEIPT # ______

DATE PAID ______

CITY OF SEASIDE, CA
831 899-6717

RECH: 00200828 1/29/2015 12:47 PM
OPER: FINAN TERM: 006
REF#: 5768

TRAN: 100.3201 BINGO PERMIT
MONTEREY PENINSULA AVE OF FLAG
BINGO PERMIT 50.00CR

TENDERED: 50.00 CHECK
APPLIED: 50.00-

CHANGE: 0.00

ICE DEPARTMENT

arcourt Avenue
de, CA 93955

Telephone (831) 899-6240
FAX (831) 899-6341
TDD (831) 899-6207

**BINGO PERMIT APPLICATION**

ıant to City of Seaside Municipal Code Section 5.16
and Penal Code section 326.5)

N 1-19-15

TION MONTEREY PENINSULA AVE OF FLAGS

781 PRESCOTT PHONE 373-3648

GAMES

ZATION? YES X NO

TAX EXEMPT CATEGORY C3-501 DATE RECEIVED
(If this an initial application, please attach copy of IRS Exemption Letter)

INTENDED USE OF BINGO GAME PROCEEDS GRANTS

OFFICERS OF THE ORGANIZATION:

| NAME | TITLE | PHONE |
|---|---|---|
| TOMMY DOUGLAS | PRESIDENT | 373-3648 |
| RACHEAL VIEYRA | VICE PRESIDENT | 277-4865 |
| JAMES BOGAN | TREASURE | 393-0937 |

The above named organization agrees to abide by all the rules and regulations set forth in the Seaside Municipal Code, the State of California Penal Code, and the Federal and State Taxing authorities.

SIGNATURE Tommy Douglas DATE 1-19-15

PRINT NAME TOMMY DOUGLAS PHONE 373-3648

LICENSE FEE PAID $ CITY RECEIPT #

DATE PAID

RECEIVED
JAN 29 2015
BY:

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 9.K.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Lisa Brinton, Community and Economic Services Manager
Diana Ingersoll, Deputy City Manager Resource Management Services
Sharon Mikesell, Administrative Analyst

**DATE:** February 19, 2015

**SUBJECT:** **STATEMENT OF CONSISTENCY OF HOUSING AUTHORITY OF THE COUNTY OF MONTEREY ANNUAL PLAN WITH THE CITY OF SEASIDE COMMUNITY DEVELOPMENT BLOCK GRANT(CDBG) FIVE-YEAR CONSOLIDATED PLAN (2010-2015)**

---

## PURPOSE

The purpose of this item is for the City Council to consider adoption of a resolution finding that the Housing Authority of the County of Monterey's (HACM) 2015 Annual Plan is consistent with the City's CDBG Five-Year Consolidated Plan (2010-2015) (Consolidated Plan). A Statement of Consistency is required as part of HACM's submission of its Annual Plan to the U.S. Department of Housing and Urban Development (HUD).

## RECOMMENDATION

It is recommended that the City Council adopt a resolution finding HACM's 2015 Annual Plan to be consistent with the city's CDBG Consolidated Plan and authorizing the City Manager to execute a Statement of Consistency for submission to HUD

## BACKGROUND

On January 20, 2015, the City received a request from HACM to certify that HACM's 2014 Annual Plan is consistent with the City's Consolidated Plan. The requested Statement of Consistency is required by the U.S. Department of Housing and Urban Development pursuant to Section 903.15(a)(1). The letter requests the City provide HACM with a Statement of Consistency within thirty (30) days of receipt of the request. The City's Consolidated Plan, Section 2.2.1, pages 16-18, identify the Housing Authority of the County of Monterey's programs within the city limits of Seaside. The 2015 HACM Annual Plan is consistent with this Plan.

## FISCAL IMPACT

There is no direct fiscal impact associated with this item.

## ATTACHMENTS

1. Resolution
2. HACM 2015 Annual Plan and Request for Statement of Consistency
3. City of Seaside Consolidated Plan 2010-2015, Section 2.2.1, pp16-18

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE FINDING THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY'S 2015 ANNUAL PLAN TO BE CONSISTENT WITH THE CITY'S CDBG CONSOLIDATED PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE A STATEMENT OF CONSISTENCY FOR SUBMISSION TO HUD**

**WHEREAS,** Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

**WHEREAS**, pursuant to Housing and Urban Development Code of Federal Regulations Section 903.15(a)(1), the Housing Authority of the County of Monterey is required to submit certification that its Annual Plan is consistent with the local jurisdiction's Consolidated Plan, and

**WHEREAS,** the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2010-2015 Five-Year Consolidated Plan with HUD.

**NOW, THEREFORE BE IT RESOLVED,** that the City Council of the City of Seaside finds that the Annual Plan for HACM, marked Attachment "1" is consistent with the City of Seaside's 2010-2015 Consolidated Plan and that the City Manager is hereby authorized to sign the Statement of Consistency to be submitted to HUD with HACM's 2015 Annual Plan.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside held on the 19 th day of February 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

______________________________
Ralph Rubio, Mayor
City of Seaside

ATTEST:

______________________________
Lesley Milton
City Clerk

# Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, ______________________ the ____________________ certify that the Five Year and Annual PHA Plan of the Housing Authority of the County of Monterey is consistent with the Consolidated Plan of City of Seaside prepared pursuant to 24 CFR Part 91.

______________________________________________

Signed / Dated by Appropriate State or Local Official

| PHA 5-Year and Annual Plan | U.S. Department of Housing and Urban Development<br>Office of Public and Indian Housing | OMB No. 2577-0226<br>Expires 8/30/2011 |
|---|---|---|

<table>
<tr><td>1.0</td><td colspan="6">PHA Information<br>PHA Name: Housing Authority of the County of Monterey PHA Code: CA033<br>PHA Type: ☐ Small ☐ High Performing ☒ Standard ☐ HCV (Section 8)<br>PHA Fiscal Year Beginning: (MM/YYYY): 07/2015</td></tr>
<tr><td>2.0</td><td colspan="6">Inventory (based on ACC units at time of FY beginning in 1.0 above)<br>Number of PH units: 486 Number of HCV units: 4514</td></tr>
<tr><td>3.0</td><td colspan="6">Submission Type<br>☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only</td></tr>
<tr><td>4.0</td><td colspan="6">PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)</td></tr>
<tr><td rowspan="2"></td><td rowspan="2">Participating PHAs</td><td rowspan="2">PHA Code</td><td rowspan="2">Program(s) Included in the Consortia</td><td rowspan="2">Programs Not in the Consortia</td><td colspan="2">No. of Units in Each Program</td></tr>
<tr><td>PH</td><td>HCV</td></tr>
<tr><td></td><td>PHA 1:</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td>PHA 2:</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td>PHA 3:</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>5.0</td><td colspan="6">5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.</td></tr>
<tr><td>5.1</td><td colspan="6">Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:<br>The Housing Authority's mission is to provide, administer and encourage quality affordable housing and related services to eligible residents of Monterey County.</td></tr>
</table>

**5.2** **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

**HUD Strategic Goal: Meet the need for quality affordable rental homes**

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers: HACM continues to apply for HUD VASH vouchers as they are available
- ☒ Reduce public housing vacancies:
- ☒ Leverage private or other public funds to create additional housing opportunities:
- ☒ Acquire or build units or developments
- ☒ Other (list below):

*"As capacity and funding allow, develop partnerships with service providers that promote self-sufficiency of families and individuals."*

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score) 89%
- ☒ Improve voucher management: (SEMAP score) 100%
- ☒ Increase customer satisfaction:
- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
  *Improve Capital Planning and Property Management Reporting*
- ☒ Renovate or modernize public housing units: HACM has renovated 16 public housing units in the previous fiscal year
- ☒ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☒ Provide replacement vouchers:
- ☒ Other: (list below)
  *"Dispose of public housing that is financially unfeasible to operate and maintain."*

☒ PHA Goal: Increase assisted housing choices
Objectives:
- ☒ Provide voucher mobility counseling: HACM does this regularly as part of its voucher briefings
- ☒ Conduct outreach efforts to potential voucher landlords: HACM does this as needed to increase the availability of units
- ☒ Increase voucher payment standards: HACM has created three regional county payment standards to further opportunity
- ☒ Implement voucher homeownership program: Currently in place and operating
- ☐ Implement public housing or other homeownership programs:
- ☒ Implement public housing site-based waiting lists: Implemented previously
- ☒ Convert public housing to project based Section 8 rental assistance contracts: HACM has been approved for Rental Assistance Demonstration program and will be converting all public housing units to project based Section 8 rental assistance contracts
- ☒ Other: (list below)
  *"Project Based Section 8 Housing Choice Vouchers are made available for new multifamily projects in order to meet the housing needs of the County when funding is available."*

**HUD Strategic Goal: Use housing as a platform to improve quality of life**

☒ PHA Goal: Provide an improved living environment
Objectives:
- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: Ongoing
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: Ongoing
- ☒ Implement public housing security improvements: Ongoing
- ☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☒ Other: (list below)
  *"Continue to analyze crime statistics and improve properties to combat crime and increase safety."*

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
- ☒ Increase the number and percentage of employed persons in assisted families: POWER Project implemented for HCV
- ☒ Provide or attract supportive services to improve assistance recipients' employability: POWER Project implemented
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☒ Other: (list below)
  *"Continue collaboration with service providers in order to increase services for the elderly and persons with disabilities."*

**HUD Strategic Goal: Build strong, resilient, and inclusive communities**

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: Annually analyze program use statistics and market to underserved communities
- ☒ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- ☒ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: Reasonable accommodations are provided to eligible persons with disabilities that request them
- ☐ Other: (list below)

**PHA Plan Update**

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
**1) Demolition/Disposition Activity Description**
**2) Significant Amendment Definition**
**3) Substantial Deviation Definition**
**4) Attachment R – Rental Assistance Demonstration (RAD)**
**5) Admissions and Continued Occupancy Plan for Public Housing**
**6) Administrative Plan for the Housing Choice Voucher Program**

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.
**Main Administrative Office of the Housing Authority**
**HACM Web Site**

6.0

**PHA Plan Elements**

1) **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures**

HACM Policies for Public Housing

- HACM verifies eligibility for admission to Public Housing when the family reaches the top of the waiting list, at which time the full application is completed. Final determination of eligibility for admission occurs and the HACM ensures that verification of all HUD and HACM eligibility factors is current to determine the family's eligibility for an offer of a suitable unit.
- The term family is defined in the ACOP for public housing and is implemented regardless of actual or perceived sexual orientation, gender identity, or marital status.
- Screening factors used by the HACM to establish eligibility for admission to Public Housing : criminal or drug-related criminal activity; rental history; housekeeping habits at current and prior residences; eviction history; rent payment history; history of behavior including repeated acts of violence, threatening behavior, and disturbance of the peace; history of alcohol and/or substance abuse; sex offender registration requirement; conviction for manufacturing of methamphetamine on the premises of federally assisted housing.
- HACM maintains a community-wide waiting list for the Salinas family Public Housing developments. Site-based waiting lists are maintained for the elderly sites in Gonzales and Greenfield. Site-based waiting lists are maintained for the family Public Housing developments in Monterey and South Monterey County. Applications can be made for the Salinas family waiting list at the Central Office in Salinas. Applications for the site-based waiting lists are made at the properties in the areas governed by the specific waiting list. Currently, the Salinas Family Public Housing and the Gonzales Family Public Housing waiting lists are closed except for 4 bedroom applications. The Monterey Family Public Housing waiting list is closed. The elderly Public Housing waiting lists remain open.
- Applicants are given two offers of vacant units. Failure to accept one of those offers drops the family to the bottom of the waiting list or results in their removal entirely.
- HACM does not plan to exceed the required income targeting for new admissions of 40% in the Public Housing program.
- In the following circumstances, transfers will take precedence over new admissions: emergencies, modernization work, reasonable accommodation of a person with a disability; medical justification, over housed, under housed, or if an adult member is enrolled in a specialized training program in another jurisdiction or to move to another jurisdiction to be employed.
- Waiting list preferences for Public Housing include: families who have had their Section 8 Voucher revoked in the last 12 months due to funding shortfalls; elderly families or families headed by an elderly person or families with household members who are mentally, physically, or developmentally disabled; working families; families who are actively enrolled in a case management, job training, transitional housing or other self-sufficiency program; victims of disasters; families who reside in substandard housing who are permanently displaced or about to be permanently displaced as a result of code enforcement action activities as determined by the local housing code enforcement officials; and veterans.

HACM Policies for HCV

- HACM verifies eligibility for admission to Section 8 Housing Choice Voucher program when the family reaches the top of the waiting list, at which time the full application is completed. Final determination of eligibility for admission occurs and the HACM ensures that verification of all HUD and HACM eligibility factors is current.
- The term family is defined in the Administrative plan for HCV and is implemented regardless of actual or perceived sexual orientation, gender identity, or marital status.
- Screening factors used by the HACM to establish eligibility for admission to HCV: criminal or drug-related criminal activity; rental history; eviction history; history of behavior including repeated acts of violence, threatening behavior, and disturbance of the peace; history of alcohol and/or substance abuse; sex offender registration requirement; conviction for manufacturing of methamphetamine on the premises of federally assisted housing.
- Interested persons may apply for the HCV program at the HACM Central Office when the waiting list is open. HACM will target no more than 75% of its new admissions to the Section 8 program to families at or below the 30% of the median area income. The remainder of families admitted will be from families who income does not exceed 50% and 80% of median area income.
- HACM has established the following list of preferences for the Section 8 HCV program: families who have had their Section 8 Voucher revoked in the last 12 months due to funding shortfalls; formerly homeless or homeless families actively enrolled in a case management, transitional housing or other self-sufficiency program; families who are involuntarily displaced by a HUD program, displaced due to criminal witness protection, or by a Monterey County jurisdiction action; elderly families or families headed by an elderly person; families with household members who are mentally, physically, or developmentally disabled; families who are considered to be living in place; Monterey County residents; veterans; victims of domestic violence; set aside homeless preference for those homeless families referred by agencies through the Monterey County Continuum of Care and meet the definition of homeless in the HEARTH Act. Preferences will be aggregated and admissions to the program will be 75% from the local preference waiting list and 25% from date and time waiting list.

2) **Financial Resources**

- The HACM anticipates the following financial resources to be available for the support of the Public Housing and HCV programs administered by the HACM: Public Housing Operating Fund, Public Housing Capital Fund, Public Housing dwelling rental income; Annual contributions for the Section 8 Housing Assistance Payments.

3) **Rent Determination**

HACM Policies for Public Housing

- The HACM does not employ any discretionary rent-setting policies for income-based rent in Public Housing and has not adopted any discretionary minimum rent hardship exemption policies.
- Minimum rent for Public Housing is $50.00.
- The HACM does not use any discretionary deductions and/or exclusions in the calculation of tenant rents.
- The HACM has no ceiling rents.
- For the purposes of rent re-determination, all changes in family composition or income must be reported to HACM within 10 calendar days. Members of the family residing in the unit must be approved by the HACM prior to occupancy.
- The flat rents used in Public Housing are based on the Fair Market Rents as determined for the Section 8 Housing Choice Voucher Program.

HACM Policies for HCV Housing Program

- The HACM currently uses various payment standards depending on location and bedroom size. They vary from 90-107%. When the Fair Market Rents were recently updated, the payment standards were adjusted by bedroom size so as not to negatively impact current program participants. Payment standards are different for the Monterey Peninsula and for South County than for those for the rest of the County. Payment standards are evaluated annually.
- Minimum rent for the HCV Program is $50.00.
- The HACM has not adopted any discretionary policies with regards to the minimum rent hardship exemption.

4) **Operations and Management**

Statement of Rules, Standards, and Policies Which Govern Maintenance of Housing Owned, Assisted, or Operated by the HACM

- The HACM maintains its dwelling units and developments in a decent, safe and sanitary condition and makes necessary repairs in a timely fashion.
- The HACM inspects each unit prior to move-in, at move out, and annually while the unit is occupied. Quality control inspections are conducted by supervisory staff to insure that the units are being maintained both by HACM and the family in a manner that is acceptable and meets the standards for safety and cleanliness. For Public Housing units, the standards followed are those established by REAC and for the units in the HCV program, Housing Quality Standards are enforced.
- If damages have been caused by a household member or their guest, the family can be charged the reasonable cost of repairs. In addition, the HACM may elect to enforce the lease if the damages are excessive or repetitive.
- Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage rodent or insect infestation, purposely disengage the smoke detector, or cause damage to the unit are in violation of the lease. In those cases, the HACM will issue a lease violation to the family. If the behavior continues, the HACM may choose to terminate the contract with the family.
- The HACM utilizes a Board-approved tenant charge schedule in assessing maintenance charges to the families. Work that is not on the list is charged at the actual cost of materials and labor along with an additional administrative charge.
- The policies governing the operations and management of the Public Housing program are found in the Admissions and Continued Occupancy Plan (ACOP), the Resident Handbook, the Public Housing Lease, and the Preventive and Regular Maintenance Plans.
- The policies governing the operations and management of the Section 8 Housing Choice Voucher program are located in the Administrative Plan (Admin Plan).

5) **Grievance Procedures**

Grievance, Informal Hearing, and Review Procedures that the HACM Makes Available to Residents, Participants, and Applicants.

- In the case of a decision that may have a negative impact on an applicant family, it is the right of the family to request an informal hearing to appeal the decision. The procedures for the hearing are located in the Admin Plan for HCV and the ACOP for Public Housing. The plans are available for review at the HACM Central Office.
- In the case of Public Housing, the Grievance Procedure will be followed if there is a request for an informal or formal hearing by a resident family. These procedures are a part of the tenant lease and each tenant family is given a copy of the Grievance Procedure. The family will be given a written decision by the hearing officer within the time frame specified in the procedure.
- In the case of the Section 8 HCV program, the informal hearing procedures are located in the Admin Plan for the HCV program. These will be followed upon the request for an informal hearing from a program participant. The family will receive a written decision from the hearing officer within the time frame specified in the procedure.

6) **Designated Housing for Elderly and Disabled Families**

Public Housing Developments owned and operated by the HACM that are currently designated for occupancy by elderly or disabled families

- None

7) **Community Service and Self-Sufficiency**

Service and Amenities for Public Housing Assisted Families

- All adult household members must contribute 8 hours of community service per month or be in a self-sufficiency program that requires participation of at least 8 hours per month. Adults that are exempt from this requirement must work at least 30 hours per week or be 62 years or older. Persons who are blind or disabled and who certify that their disability will not allow them to meet the requirements or the primary caretaker of such an individual are also exempt from this requirement.
- The HACM provides information to family members about the requirements and monitors the participation of the adult members. Referrals are made to local programs so that members can fulfill their requirement.

- The HACM has a cooperative agreement with the local TANF agency and coordinates a Welfare-to-Work program in the HCV program. In addition, the HACM has a successful FSS program in the HCV program and continues to recruit participants into this self-sufficiency program. The HACM also has a HCV Homeownership program that continues to attract participants.
- The HACM publicizes its job openings at the public housing sites so that tenants have an opportunity to apply. The HACM works with its contractors to further employment of low income persons in the community.
- In the Public Housing program, waiting list preferences are given to working families and families that are in transitional or self-sufficiency programs.
- The HACM does not provide any self-sufficiency programs within the Public Housing program. The HACM does provide for the special treatment of income changes resulting from welfare program requirements. These provisions are found in the ACOP for Public Housing.
- Adult family members in Public Housing that do not meet the annual Community Service requirement will have one year to make up the missing hours as provided in the cooperation agreement that they must sign. Failure of those members to complete the hours within the second year, will cause the family's lease to not be renewed unless they remove those members from the contract.

8) **Safety and Crime Prevention**
The HACM's Plan for Safety and Crime Prevention to Ensure the Safety of Public Housing Residents
- All applicants must meet the eligibility and screening requirements for the Public Housing program. Denial of admission may be based on certain types of current or past behaviors of family members in an effort to address resident safety and crime prevention. Specific screening criteria are located in the ACOP for Public Housing.
- Admission can be denied any applicant that engaged in certain criminal activity or if the HACM has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any member of the household who has been evicted for federally-assisted housing in the last 5 years for drug-related criminal activity can be denied admittance to Public Housing. In addition, any family with a pattern of disturbing neighbors, destroying property, or undesirable housekeeping habits may be prohibited from entering the program.
- The HACM will obtain a criminal background check on all applicants to the Public Housing program. This will include, but not limited to, screening for violent criminal or drug-related criminal history within the previous five years and whether or not the individual is a registered sex-offender or has been convicted of manufacturing or producing methamphetamine.
- The HACM staff partner with local law enforcement agencies in providing crime tips and work with community service officers in crime prevention at the properties. Local law enforcement agencies share crime statistics for the neighborhoods surrounding the public housing sites so that the HACM staff is aware of the needs of the community. Local law enforcement members testify when needed at eviction proceedings.
- Where there is an interest by the tenants, HACM staff encourages the installation of Neighborhood Watch programs. The HACM utilizes environmental design in order to reduce crime in its public housing properties.

9) **Pets**
Rules (non-inclusive)Adopted by the HACM on the Keeping of Pets
- The HACM has polices on both the keeping of pets and on assistance animals for all public housing developments. The entire policies can be located in the ACOP for Public Housing and in the Pet Lease.
- Residents must insure that animals do not pose a direct threat to the health and safety of others or cause substantial physical damage to the development, the housing unit or the property of other residents.
- Pets must be registered with the HACM prior to being brought on to the property. Pets will not be approved to reside in the unit until the registration requirements have been completed as detailed in the pet policy and pet and house rules.
- Residents who have been approved to have a pet must enter into a pet agreement. A security deposit for each pet is required. In the case of pet ownership in family public housing developments, there is a monthly fee requirement in addition to the security deposit. The fee covers the damage and clean up of the common areas.
- The HACM has designated pet and no-pet areas. Pets must be kept in the resident's unit. When outside of the unit, cats and dogs must be on leashes or carried and under the control of the resident at all times.
- Standards of care and cleanliness must be met as defined in the pet policy.
-

10) **Civil Rights Certification**
- The HACM complies fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including: Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act, Violence Against Women Act of 2013, and any applicable state or local laws protecting individual rights of tenants, applicants or staff.
- The HACM does not discriminate because of race, color, sex, religion, familial status, age, disability, or national origin.
- The HACM does not discriminate on the basis of marital status or sexual orientation or gender identification.
- The HACM takes steps to insure that families are aware of all applicable civil rights,
- The HACM provides tenants and program participants information regarding fair housing and discrimination at the public housing and HCV orientation briefings.
- The HACM participates in the Consolidated Plan process for the local jurisdictions including the Cities of Salinas, Seaside, and Monterey and the County of Monterey.
- The HACM annually evaluates the racial and ethnic make up of its program participants and applicants for the Public Housing and HCV programs and affirmatively markets them to the jurisdictions

**11) Fiscal Year Audit**

The most recent fiscal year audit for the Housing Authority of the County of Monterey was performed by Novogradac & Company, LLP, a CPA firm located at P.O. Box 7833, San Francisco, CA, The following was taken from the letter to the Authority, dated March 26, 2014:

To the Management and Board of Commissioners, Housing Authority of the County of Monterey:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in "Government Auditing Standards" issued by the Comptroller General of the United States, the financial statements of the ***Housing Authority of the County of Monterey,*** which comprise the statement of net position as of June 30, 2013, and the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended and the related notes to the financial statements, and have issued our report thereon dated March 26, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Housing Authority of the County of Monterey's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority of the County of Monterey's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Authority's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination is deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Housing Authority of the County of Monterey's financial statements are free from material misstatements, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing or internal control and compliance and the results of that testing, and not provide an opinion on the effectiveness of the Authority's internal control compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*[signed Novogradac & Company, LLP, March 26, 2014]*

**12) Asset Management**

- The HACM Site Managers and Maintenance personnel are well experienced in the daily operations and maintenance of the Public Housing properties. Inspections of all units and repairs are completed by either staff or outside contractors as is deemed appropriate. Inventory for repairs is purchased on an as needed basis with minimal storage of supplies required at the site.
- Staff members participate in recommendations for improvements and modernization at the properties. Capital Fund and Operating Fund monies are used for the improvements and the day-to-day operations of the properties. A Capital Needs Assessment was completed in 2012 and staff is using this information for the planning of necessary replacements at each site.
- An energy audit was conducted in 2011 and the information received as a result is being used to identify ways to improve the energy efficiency of the properties.
- The HACM has long used project based budgeting for its properties so has a comprehensive history of expenses and income from which it can plan for the future. The HACM continues to evaluate its properties to insure that they are financially and physically viable and continue to provide affordable housing for its tenants into the future.
- The HACM has applied to HUD to dispose of all public housing properties through the Rental Assistance Demonstration program. The applications were submitted in November 2013 and HACM has been conditionally notified that it is approved to move forward with the demonstration program. Attachment 3 indicates the future plans for any dispositions of Public Housing developments.

**13) Violence Against Women Act (VAWA)**

Activities or Services Relative to the HACM's Adherence to VAWA for Child Abuse or Adult Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

- The HACM adheres to fair housing practices, providing fair housing referral services to clients and residents as appropriate.
- The HACM notifies all applicants, residents and program participants of their protections and rights under VAWA at the time of application, at admission and at annual recertification. The notice explains the protections offered under the law and informs them of the confidentiality requirements. This notice provides them with the telephone number for the National Domestic Violence Hotline.
- Applicants cannot be denied admission on the basis that the applicant is, or has been, a victim of domestic violence, dating violence, sexual assault, or stalking, so long as the applicant otherwise qualifies for the program.
- The HACM provides a waiting list preference for Victims of Domestic Violence in the HCV program.

- The HACM uses screening procedures to establish eligibility for program participation. Screening factors are listed in the ACOP for Public Housing and the Admin Plan for HCV and are used to prevent crime in housing and to protect the residents of the properties. These screening criteria include, but are not limited to, criminal or drug-related criminal activity, history of alcohol or substance abuse, manufacture of methamphetamine, and/or sex offender registration requirement.
- The HACM informs property owners and managers in the HCV program about their screening and termination responsibilities as it relates to VAWA.

**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.*

1) **Hope VI or Mixed Finance Modernization or Development:** No Hope VI development planned. See Attachment 3 for detailed explanation of Mixed Finance Development activities. HACM has applied to HUD under the RAD program to refinance all remaining public housing properties in order to make improvements and provide a long term subsidy for the property and preserve its affordability. This application has been conditionally approved for HACM to move forward with the program changes.

2) **Demolition and/or Disposition of Public Housing:** The HACM plans to undertake disposition activities in the plan year. The HACM has submitted a Rental Assistance Demonstration Application to HUD for approval to convert all Public Housing units to Project Based Rental Assistance Contracts. This application has been conditionally approved for HACM to move forward.

| **Demolition/Disposition Activity Description** |
|---|
| |
| See Attachment #1 for Listing of Development and Disposition Activities |
| |
| |
| |
| |
| |
| |

3) **Conversion of Public Housing:** The HACM may explore the conversion of public housing developments to tenant-based (voucher) or project-based Section 8 rental assistance, and if so, will conduct conversion assessment for each property in accordance with HUD requirements. HACM has applied to HUD under the RAD program to refinance all remaining public housing properties in order to make improvements and provide a long term subsidy for the property and preserve its affordability. This application has been conditionally approved for HACM to move forward with the program changes.
4) **Homeownership Programs:** Not Applicable.
5) **Project-based Vouchers:** The HACM currently has a project-based voucher (PBV) program in place. Depending upon available funding, HACM may elect to expand the program in the coming fiscal year. HACM also has put in to place PBV for Rental Assistance Demonstration (RAD) program properties in the county and will consider expanding this if requested by HUD in the future.

7.0

| | |
|---|---|
| **8.0** | Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.<br><br>No longer applicable to the annual plan as explained in the final rule to the Capital Fund effective November 25, 2013. |
| **8.1** | Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.<br><br>N/A See above |
| **8.2** | **Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.<br><br>***No Longer applicable to the annual plan as explained in the final rule to the Capital Fund effective November 25, 2013*** |
| **8.3** | **Capital Fund Financing Program (CFFP).**<br>☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. |

**Housing Needs.** Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

**A. Housing Needs of Families in the Jurisdiction/s Served by the PHA**

| Housing Needs of Families in the Jurisdiction by Family Type | | | | | | | |
|---|---|---|---|---|---|---|---|
| Family Type | Overall | Afford-ability | Supply | Quality | Access-ibility | Size | Locatio n |
| Income <= 30% of AMI | 84,050 | 5 | 5 | 5 | 4 | 4 | 4 |
| Income >30% but <=50% of AMI | 44,169 | 5 | 5 | 4 | 4 | 4 | 4 |
| Income >50% but <80% of AMI | 81,477 | 5 | 4 | 4 | 4 | 4 | 4 |
| Elderly | 72,716 | 5 | 4 | 4 | 5 | 3 | 4 |
| Families with Disabilities | 36,050 | 5 | 5 | 5 | 5 | 5 | 5 |
| Race/Ethnicity White/Non-Hispanic | 135,474 | 5 | 5 | 4 | 3 | 3 | 3 |
| Race/Ethnicity Hispanic | 243,635 | 5 | 5 | 4 | 3 | 5 | 5 |
| Race/Ethnicity African American | 11,376 | 5 | 5 | 4 | 3 | 3 | 4 |
| Race/Ethnicity Asian/Pacific Islanders | 29,039 | 5 | 5 | 4 | 3 | 3 | 3 |
| Race/Ethnicity Other & Mixed | 14,993 | 5 | 5 | 4 | 3 | 3 | 4 |

**B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists**

| Housing Needs of Families on the Waiting List | | | |
|---|---|---|---|
| Waiting list type: (select one)<br>☒ Housing Choice Voucher tenant-based assistance | | | |
| | # of families | % of total families | Annual Turnover |
| Waiting list total | 1459 | | |
| Extremely low income <=30% AMI | 1031 | 70% | |
| Very low income (>30% but <=50% AMI) | 389 | 27% | |
| Low income (>50% but <80% AMI) | 76 | 6% | |
| Families with children | 1213 | 82% | |
| Elderly families | 78 | 6% | |
| Families with Disabilities | 125 | 9% | |
| Race/ethnicity: White | 1203 | 82% | |
| Race/ethnicity: Black | 180 | 13% | |
| Race/ethnicity: Asian | 31 | 2% | |
| Race/ethnicity: Native Hawaiian | 14 | 1% | |
| Race/ethnicity: American Indian | 25 | 2% | |
| Race/ethnicity: Multiple Races | 21 | 2% | |
| Race/ethnicity: Race Unknown | 4 | <1% | |
| Race/ethnicity: Hispanic | 1020 | 69% | |
| Race/ethnicity: Not Hispanic | 457 | 31% | |
| Race/ethnicity: Unknown | 4 | <1% | |

9.0

Is the waiting list closed (select one)? ☐ No ☒ Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS): 77 MONTHS**

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☒ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

| Housing Needs of Families on the Waiting List | | | |
|---|---|---|---|
| Waiting list type: (select one)<br>☒ Public Housing | | | |
| | # of families | % of total families | Annual Turnover |
| Waiting list total | 6521 | | |
| Extremely low income <=30% AMI | 5207 | 80% | |
| Very low income (>30% but <=50% AMI) | 1116 | 18% | |
| Low income (>50% but <80% AMI) | 180 | 3% | |
| Families with children | 4956 | 76% | |
| Elderly families | 412 | 7% | |
| Families with Disabilities | 884 | 14% | |
| Race/ethnicity: White | 4988 | 77% | |
| Race/ethnicity: Black | 490 | 8% | |
| Race/ethnicity: Asian | 131 | 2% | |
| Race/ethnicity: Native Hawaiian | 50 | 1% | |
| Race/ethnicity: American Indian | 82 | 2% | |
| Race/ethnicity: Multiple Races | 78 | 2% | |
| Race/ethnicity: Race Unknown | 702 | 11% | |
| Race/ethnicity: Hispanic | 4791 | 74% | |
| Race/ethnicity: Not Hispanic | 1540 | 24% | |
| Race/ethnicity: Unknown | 190 | 3% | |
| | | | |
| Characteristics by Bedroom Size (Public Housing Only) | | | |
| 1BR | 1836 | 28% | 32 |
| 2 BR | 2807 | 43% | 34 |
| 3 BR | 1599 | 25% | 31 |
| 4 BR | 274 | 4% | 5 |
| 5 BR | 5 | <1% | 0 |
| 5+ BR | 0 | 0% | 0 |

Is the waiting list closed (select one)? ☐ No ☒ Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 27 MONTHS**

Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes

| | |
|---|---|
| 9.1 | **Strategy for Addressing Housing Needs.** Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**<br><br>• The waiting lists for the HCV and Family Public Housing programs are currently closed. The HACM continues to issue new vouchers depending upon available funding. The waiting list for the Project-based HCV program is open depending on the location and size of unit. The waiting list for Elderly Public Housing continues to be open. HACM expects to open the HCV wait list during the next fiscal year.<br>• The HACM will continue to apply for new Housing Choice Voucher allotments as they become available and will maintain its lease up within the funding constraints.<br>• The HACM provides for admission preferences for elderly and disabled families and individuals and targets 75 % families at 30% of the AMI for admission to its HCV program and 40% of families at 30% of AMI for admission into Public Housing.<br>• The HACM, in working with its partners in the community, may consider adding a limited preference in the HCV Program for homeless families and individuals who meet the definition of homelessness under the HEARTH Act.<br>• The HACM maintains its public housing occupancy rate at a high level.<br>• The HACM provides reasonable accommodation and modifications for its disabled program participants so that they have equal access to the programs.<br>• The HACM continues to reposition its public housing inventory as it deems necessary in order to preserve the affordability and life time of the housing stock for the community. The HACM will use the Rental Assistance Demonstration program to accomplish this task and utilize project based Section 8 rental assistance contracts to provide rental subsidies for the tenants.<br>• The HACM affirmatively markets its housing units and the HCV program to the community and encourages landlords to make their units available to voucher holders.<br>• The HACM participates as a board member in the Housing Alliance for Persons with Disabilities to further the development of accessible units in the community.<br>• The HACM participates as a member of the Leadership Council for the "Lead Me Home" Ten Year Plan to End Homelessness in the County of Monterey. The HACM actively participates in the Continuum of Care program as well. |

**Additional Information.** Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

**The Housing Authority of the County of Monterey (HACM) has made the following progress is meeting the goals in the 5-Year Plan:**

**HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

The Housing Authority has continued to apply for additional Section 8 Housing Choice Vouchers when funding is made available. HACM received an allocation of HUD-VASH vouchers in the past year and is working towards implementation with the local Veterans Administration offices. HACM is a partner with local agencies and the Veterans Administration in the implementation of the Supportive Services for Veteran Families grant for Monterey County.

HACM has substantially reduced vacancies this past year in its public housing program and continues to review its properties for financial stability. When a public housing property needs modernization or redevelopment, HACM pursues necessary means to move forward to preserve its affordable housing in the community. HACM is now managing for the non-profit owner the first two phases of the reconstruction of former Public Housing units in Salinas that were demolished previously.

The Housing Authority is a High performer in the Section 8 Housing Choice Voucher program (SEMAP score 100%). Also, HACM continues to manage its Capital Fund Program so that all funds are obligated in a timely manner and work is completed on schedule. HACM has renovated over 16 public housing units in the past fiscal year. The HACM is a standard performer for PHAS for financial, management, physical and capital fund in the last assessment (PHAS Score 89). PHAS measures the HACM in management of the public housing program.

Specialists in the Section 8 program continue to educate clients with regards to the portability of their vouchers. Group briefings and individual counseling are used to get information to the clients regarding the program. Landlords are encouraged to participate in the Section 8 program and special briefings for them are also held. Voucher payment standards have been adjusted during the last year in order to reflect the changing market conditions.

Site based waiting lists have been instituted at selected properties in order to broaden the opportunities to rural communities and to reduce the vacancy turnaround time. Project-based Section 8 Vouchers (PBV) have been made available to new developments in order to increase the supply of affordable housing in the county. PBV has also been made available to RAD program properties.

**HUD Strategic Goal: Improve community quality of life and economic vitality**

The Housing Authority continues to monitor crime statistics and make public housing communities safer through property safety improvements. HACM also monitors the property income levels in order to further deconcentration of poverty and to broaden the income mix of the projects. HACM is represented on the following County-wide Boards or Committees: Community Alliance for Safety and Peace, Children's Council for Monterey County, Coalition of Homeless Services Providers and the Leadership Council for the Continuum of Care.

**HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals**

HACM continues to promote self-sufficiency and asset development by encouraging participants in the HCV program to sign up for the Family Self-Sufficiency program and the POWER project. HACM also continues to assist families that are able to become homeowners by utilizing various options including Section 8 Vouchers and working with communities to provide down payment assistance to the clients. In the past calendar year, 8 families have graduated from the FSS program but no families have purchased a home.

The Housing Authority continues to work with various service providers to better serve those families with special needs including the disabled and elderly populations. In addition, HACM continues to work with local governmental agencies and non-profits to utilize specialized Vouchers such as those for Shelter Plus Care and Family Unification. HACM was recently approved for an extension of the Shelter Plus Care program. Also, HACM was recently approved for a renewal grant for its Supportive Housing Program at Pueblo Del Mar. This program is a transitional housing program for homeless families with children that are in recovery from alcohol or drug abuse.

**HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

HACM continues to affirmatively market its housing programs and make them accessible to those families with special needs or disabilities. HACM has surveyed all applicants and program participants in the Public Housing program for disability and accessibility needs so that it can better serve those families particular needs.
HACM continues to utilize its Capital Fund monies to make improvements at the public housing properties so that all families regardless of need can have equal use of the units or property. HACM remains committed to meeting reasonable accommodation or modification requests in order to provide equal opportunities to disabled families or individuals.

**b) Significant Amendment and Substantial Deviation/Modification.** Provide the PHA's definition of "significant amendment" and "substantial deviation/modification".

**Significant Amendment or Modification to the Annual Plan:** Changes of a sufficient nature to the rent or admissions policies or the organization of the waiting list not required by federal regulatory requirements that would result in a change to the Annual Agency Plan unless

10.0 that change is a result of circumstance identified by HUD for special intervention including the Rental Assistance Demonstration Program.

**Substantial Deviation from the 5 Year Plan:** Any collective change in the planned or actual use of federal funds as identified in the 5 year plan that exceeds 50% of the HACM's annual program budget for the Section 8 Housing Choice Voucher program activities. Any collective change in the planned or actual use of federal funds as identified in the 5 year plan that exceeds 50% of the HACM's annual program budget for the Public Housing Capital Fund program activities.

| | |
|---|---|
| | Excluded from Substantial Deviation from the 5 year Plan is the decision to convert Public Housing to either Project Based Voucher Assistance or Project Based Rental Assistance; the date the Significant Amendment is submitted to HUD; Changes to the Capital Fund Budget produced as a result of each approved RAD conversion, regardless of whether the proposed conversion will include use of additional Capital Funds; Changes to the construction and rehabilitation plan for each approved RAD conversion; and changes to the financing structure for each approved RAD conversion. |

| | |
|---|---|
| **11.0** | **Required Submission for HUD Field Office Review.** In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office.<br><br>(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights)<br>(b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only)<br>(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only)<br>(d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)<br>(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only)<br>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.<br>(g) Challenged Elements |

Attachment #1

## PUBLIC HOUSING DEVELOPMENT AND REPLACEMENT ACTIVITIES

The Housing Authority has plans currently or in the future, of the development and/or replacement of public housing utilizing the demolition/disposition, disposition and/or conversion process in the forthcoming annual plan year (see Public Housing Development and Replacement Activities matrix below).

The Housing Authority also has plans currently or in the future, to engage in mixed-finance development and/or activities in the forthcoming annual plan year (see Public Housing Development and Replacement Activities matrix below).

### *Public Housing Development and Replacement Activities Matrix*

| Project # | Type of Housing Units | Type of Dwelling | # of Units | Address | Location | Mixed Financing Proposed? | Planned Action | Status of Planned Action |
|---|---|---|---|---|---|---|---|---|
| CA033000103 | Multi-Family | Garden Apts. | 30 | Belden | Gonzales, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000105 | Senior | Garden Apts. | 20 | 48 "C" Street | Gonzales, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000107 | Multi-Family | Garden Apts. | 40 | 44 Natividad | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000108 | Multi-Family | Garden Apts. | 89 | 1415 Del Monte | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000111 | Multi-Family | Garden Apts. | 13 | Watson, Montecito | Monterey, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000112 | Senior | Garden Apts. | 50 | 1083 Elm Avenue | Greenfield, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000114 | Multi-Family | Garden Apts. | 80 | 1511 Wheeler | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| | | | | | | | | |

## *Public Housing Development and Replacement Activities Matrix (cont.)*

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| CA033000119 | Multi-Family | Garden Apts. | 50 | 350 Casentini | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |
| CA033000120 | Multi-Family | Garden Apts. | 114 | Scattered Sites - Various | Salinas, CA | Yes | Disposition and/or conversion | RAD Application Conditionally Approved 12/2014 |

## Attachment R – Rental Assistance Demonstration (RAD)

The Housing Authority of the County of Monterey is amending its annual PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, the Housing Authority of the County of Monterey will be converting to Project Based Rental Assistance under the guideline of PIH Notice 2012-32. REV 1 and any successor Notices. Upon conversion to Project Based Rental Assistance (PBRA), the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.7.B and 1.7.C of PIH Notice 2012-32, REV 1. These resident rights, participation, waiting list and grievance procedures are appended to this attachment. Additionally, the Housing Authority of the County of Monterey is currently compliant with all fair housing and civil rights requirements and is not under a Voluntary Compliance Agreement.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing the Housing Authority of the County of Monterey with access to private resources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be eliminated and that the Housing Authority of the County of Monterey may also borrow funds to address their capital needs. The Housing Authority of the County of Monterey will also be contributing Operating Reserves up to the amount of $1,000,000 and Capital Funds up to the amount of $200,000 towards the conversion.

Below, please find specific information related to the Public Housing Developments selected for RAD:

**Development #1**

| Name of Public Housing Development:<br><br>El Gin Village<br>Ocean View Apts. | PIC Development ID:<br><br>CA033000119<br>CA033000107 | Conversion Type (i.e., PBV or PBRA):<br><br>PBRA | Transfer of Assistance:<br><br>None |
|---|---|---|---|
| Total Units:<br><br>90 | Pre-RAD Unit Type (i.e. Family, Senior):<br><br>Family | Post-RAD Unit Type if different (i.e. Family, Senior):<br><br>N/A | Capital Fund allocation of Development:<br><br>$37,037 |
| Bedroom Type | Number of units Pre-conversion<br><br>90 | Number of units Post-Conversion<br><br>90 | Changes in Number of Units per Bedroom Type and Why<br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | 8 | 8 | 0 |
| Two Bedroom | 19 | 19 | 0 |
| Three Bedroom | 53 | 53 | 0 |
| Four Bedroom | 10 | 10 | 0 |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #2**

| Name of Public Housing Development: Los Ositos Casa de Oro | PIC Development ID: CA033000112 CA033000105 | Conversion Type (i.e., PBV or PBRA): PBRA | Transfer of Assistance: None |
|---|---|---|---|
| Total Units: 70 | Pre-RAD Unit Type (i.e. Family, Senior): Senior | Post-RAD Unit Type if different (i.e. Family, Senior): N/A | Capital Fund allocation of Development: $28,806 |
| Bedroom Type | Number of units Pre-conversion 70 | Number of units Post-Conversion 70 | Changes in Number of Units per Bedroom Type and Why None |
| Studio/Efficiency | | | |
| One Bedroom | 67 | 67 | 0 |
| Two Bedroom | 3 | 3 | 0 |
| Three Bedroom | | | |
| Four Bedroom | | | |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of Assistance | | |

**Development #3**

| Name of Public Housing Development: | PIC Development ID: | Conversion Type (i.e., PBV or PBRA): | Transfer of Assistance: |
|---|---|---|---|
| Northridge Plaza | CA033000114 | PBRA | None |
| Total Units: | Pre-RAD Unit Type (i.e. Family, Senior): | Post-RAD Unit Type if different (i.e. Family, Senior): | Capital Fund allocation of Development: |
| 80 | Family | N/A | $32,922 |
| Bedroom Type | Number of units Pre-conversion<br>80 | Number of units Post-Conversion<br>80 | Changes in Number of Units per Bedroom Type and Why<br>None |
| Studio/Efficiency | | | |
| One Bedroom | 10 | 10 | 0 |
| Two Bedroom | 60 | 60 | 0 |
| Three Bedroom | 10 | 10 | 0 |
| Four Bedroom | | | |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #4**

| Name of Public Housing Development:<br><br>Scattered Sites | PIC Development ID:<br><br>CA033000103 | Conversion Type (i.e., PBV or PBRA):<br><br>PBRA | Transfer of Assistance:<br><br>None |
|---|---|---|---|
| Total Units:<br><br>30 | Pre-RAD Unit Type (i.e. Family, Senior):<br><br>Family | Post-RAD Unit Type if different (i.e. Family, Senior):<br><br>N/A | Capital Fund allocation of Development:<br><br>$12,346 |
| Bedroom Type | Number of units Pre-conversion<br><br>30 | Number of units Post-Conversion<br><br>30 | Changes in Number of Units per Bedroom Type and Why<br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | 6 | 6 | 0 |
| Two Bedroom | 0 | 0 | 0 |
| Three Bedroom | 12 | 12 | 0 |
| Four Bedroom | 8 | 8 | 0 |
| Five Bedroom | 4 | 4 | 0 |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #5**

| <u>Name of Public Housing Development:</u><br><br>Scattered Sites | <u>PIC Development ID:</u><br><br>CA033000108 | <u>Conversion Type (i.e., PBV or PBRA):</u><br><br>PBRA | <u>Transfer of Assistance:</u><br><br>None |
|---|---|---|---|
| <u>Total Units:</u><br><br>88 + 1 Community Center | <u>Pre-RAD Unit Type (i.e. Family, Senior):</u><br><br>Family | <u>Post-RAD Unit Type if different (i.e. Family, Senior):</u><br><br>N/A | <u>Capital Fund allocation of Development:</u><br><br>$36,625 |
| <u>Bedroom Type</u> | <u>Number of units Pre-conversion</u><br><br>88 + 1 Community Center | <u>Number of units Post-Conversion</u><br><br>88 + 1 Community Center | <u>Changes in Number of Units per Bedroom Type and Why</u><br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | 35 | 35 | 0 |
| Two Bedroom | 53 | 53 | 0 |
| Three Bedroom | | | |
| Four Bedroom | | | |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #6**

| | | | |
|---|---|---|---|
| Name of Public Housing Development:<br><br>Scattered Sites | PIC Development ID:<br><br>CA033000111 | Conversion Type (i.e., PBV or PBRA):<br><br>PBRA | Transfer of Assistance:<br><br>None |
| Total Units:<br><br>13 | Pre-RAD Unit Type (i.e. Family, Senior):<br><br>Family | Post-RAD Unit Type if different (i.e. Family, Senior):<br><br>N/A | Capital Fund allocation of Development:<br><br>$5,350 |
| Bedroom Type | Number of units Pre-conversion<br><br>13 | Number of units Post-Conversion<br><br>13 | Changes in Number of Units per Bedroom Type and Why<br><br>None |
| Studio/Efficiency | | | |
| One Bedroom | | | |
| Two Bedroom | 13 | 13 | 0 |
| Three Bedroom | | | |
| Four Bedroom | | | |
| Five Bedroom | | | |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Development #7**

| Name of Public Housing Development: Scattered Sites | PIC Development ID: CA033000120 | Conversion Type (i.e., PBV or PBRA): PBRA | Transfer of Assistance: None |
|---|---|---|---|
| Total Units: 114 | Pre-RAD Unit Type (i.e. Family, Senior): Family | Post-RAD Unit Type if different (i.e. Family, Senior): N/A | Capital Fund allocation of Development: $46,914 |
| Bedroom Type | Number of units Pre-conversion 114 | Number of units Post-Conversion 114 | Changes in Number of Units per Bedroom Type and Why None |
| Studio/Efficiency | | | |
| One Bedroom | 0 | 0 | 0 |
| Two Bedroom | 33 | 33 | 0 |
| Three Bedroom | 63 | 63 | 0 |
| Four Bedroom | 17 | 17 | 0 |
| Five Bedroom | 1 | 1 | 0 |
| Six Bedroom | | | |
| If Performing a Transfer of Assistance | No transfer of assistance | | |

**Resident Rights, Participation, Waiting List and Grievance Procedures**

Attached to this document are Sections 1.7.B and 1.7.C of HUD PIH Notice 2012-32, REV 1 which specifically speak to the above topics. The Housing Authority of the County of Monterey will implement these policies for all RAD properties upon conversion from public housing to Project Based Rental Assistance.

**Relocation Plans**

An accessibility and relocation checklist will be submitted to HUD for each RAD project with the Financing Plan, as required under the RAD program rules.

**Significant Amendment Definition**

As part of the Rental Assistance Demonstration (RAD), the Housing Authority of the County of Monterey is redefining the definition of substantial deviation from the PHA Plan to exclude the following RAD-specific items:

a. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
b. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
c. Changes to the financing structure for each approved RAD conversion.

longer be eligible to receive RAD Rehab Assistance Payments and all units under contract will be eligible for payment only for occupied units or for vacancy payments, as applicable.

## B. PBRA Resident Rights and Participation

1. **No Rescreening of Tenants upon Conversion.** Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, the first clause of section 8(c)(4) of the Act and 24 CFR § 880.603(b), concerning determination of eligibility and selection of tenants, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family

2. **Right to Return.** Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved (see Section 1.6.B.7 and Section 1.7.A.8 on conditions warranting a transfer of assistance), residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or Owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

3. **Phase-in of Tenant Rent Increases.** If a resident's monthly rent increases by more than the greater of 10 percent or $25 purely as a result of conversion, the rent increase will be phased in over 3 years, which a PHA may extend to 5 years. To implement this provision, HUD is waiving section 3(a)(1) of the Act, as well as 24 CFR § 880.201 (definition of "total tenant payment"), to the limited extent necessary to allow for the phase-in of tenant rent increases. A PHA must set the length of the phase-in period to be three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The below method explains the set percentage-based phase-in an owner must follow according to the phase-in period established. For purposes of this section "Calculated Multifamily TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on the family's most recent HUD Form 50059.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid Total Tenant Payments (TTP) and the calculated Multifamily housing TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) in prior to Year 3 AR – 66% of difference between most recently paid TTP and calculated Multifamily housing TTP
- Year 3: Year 3 AR and all subsequent recertificaitons – Year 3 AR and any IR in Year 3: Full Multifamily housing TTP

Five Year Phase-in

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP and the calculated Multifamily housing TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and calculated Multifamily housing TTP
- Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and calculated Multifamily housing TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and calculated Multifamily housing TTP
- Year 5 AR and all subsequent recertifications – Full Multifamily housing TTP

Please Note: In either the three year phase-in or the five-year phase-in, once Multifamily housing TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full multifamily housing TTP from that point forward

4. **Public Housing Family Self-Sufficiency (PH FSS) and Resident Opportunities and Self Sufficiency (ROSS-SC).** Current PH FSS participants will continue to be eligible for FSS once their housing is converted under RAD. All owners will be required to administer the FSS program in accordance with the participants' contracts of participation and future guidance published by HUD. Owners may not offer enrollment in FSS to residents in projects converted to PBRA that were not enrolled in the PH FSS program prior to RAD conversion, nor may owners offer FSS enrollment to any new residents at the project. Owners will be allowed to use any funds already granted for PH FSS coordinator salaries until such funds are expended. All owners will be required to provide both service coordinators and payments to escrow until the end of the Contract of Participation. Please see future FSS Notices of Funding Availability and other guidance for additional details, including FSS coordinator funding eligibility under a RAD conversion. As the PH FSS grant is the source of funding for PH FSS, program compliance will continue to be monitored by the Office of Public and Indian Housing.

   Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS-SC grants nor will its residents be eligible to be served by future public housing ROSS-SC grants.

5. **Resident Participation and Funding.** Residents of covered projects converting assistance to PBRA will have the right to establish and operate a resident organization in accordance with 24 CFR Part 245 (Tenant Participation in Multifamily Housing Projects). In addition, in accordance with Attachment 1B, residents will be eligible for resident participation funding.

6. **Resident Procedural Rights.** The information provided below must be included as part of the House Rules for the associated project and the House Rules must be furnished to HUD as part of the Financing Plan submission. See Attachment 1E for a sample Addendum to the House Rules.

   a. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR § 880.607 and the Multifamily HUD Model Lease.

      i. *Termination of Tenancy and Assistance*. The termination procedure for RAD conversions to PBRA will additionally require that PHAs (as owners) provide adequate written notice of termination of the lease which shall not be less than:

- A reasonable period of time, but not to exceed 30 days:
    - If the health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - In the event of any drug-related or violent criminal activity or any felony conviction; or
- 14 days in the case of nonpayment of rent.

**ii.** *Termination of Assistance.* In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

**b. Grievance Process.** In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating resident procedural rights to comply with the requirements of section 6 of the Act. RAD will require that:

**i.** Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as their right to an informal hearing with the PHA (as owner);

**ii.** Residents will have an opportunity for an informal hearing with an impartial member of PHA's staff (as owner) within a reasonable period of time;

**iii.** Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the PHA (as owner), prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and

**iv.** PHAs (as owners) provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA (as owner) relied on as the basis for the adverse action.

The PHA (as owner) will be bound by decisions from these hearings, except if the:

**i.** Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.

ii. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

If the PHA (as owner) determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.

7. **Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID exclusion after conversion, in accordance with regulations at 24 CFR § 960.255. After conversion, no other tenants will be eligible to receive the EID. If a tenant receiving the EID exclusion undergoes a break in employment, ceases to use the EID exclusion, or the EID exclusion expires in accordance with 24 CFR §960.255, the tenant will no longer receive the EID exclusion and the Owner will no longer be subject to the provisions of 24 CFR §960.255. Furthermore, tenants whose EID ceases or expires after conversion shall not be subject to the rent phase-in provision, as described in Section 1.7.B.3; instead, the rent will automatically be adjusted to the appropriate rent level based upon tenant income at that time.

8. **Capital Fund Education and Training Community Facilities (CFCF) Program.** CFCF provides capital funding to PHAs for the construction, rehabilitation, or purchase of facilities to provide early childhood education, adult education, and job training programs for public housing residents based on an identified need. Where a community facility has been developed under CFCF in connection to or serving the residents of an existing public housing project converting its assistance under RAD, residents will continue to qualify as "PHA residents" for the purposes of CFCF program compliance. To the greatest extent possible the community facility should continue to be available to public housing residents.

## C. PBRA: Other Miscellaneous Provisions

1. **Access to Records, including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work.

2. **Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** The Davis-Bacon Act (prevailing wages, the Contract Work Hours and Safety Standards Act, and other related regulations, rules, and requirements) and Section

3 (24 CFR Part 135) apply to all initial repairs that are identified in the Financing Plan to the extent that such repairs qualify as construction or rehabilitation. (The Davis-Bacon Act only applies for projects with nine or more units.)

3. **Establishment of Waiting List.** In establishing the waiting list for the converted project, the PHA shall utilize the project-specific waiting list that existed at the time of conversion. If a project-specific waiting list does exist, but the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.

   If a project-specific waiting list for the project does not exist, the PHA shall establish a waiting list in accordance 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. For the purpose of establishing the initial waiting list, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing waiting list given the number of applicants, PHA resources, and community characteristics of the proposed conversion under RAD. Such activities should be pursuant to the PHA's policies for waiting list management, including the obligation to affirmatively further fair housing.

   A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (i.e., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's centralized public housing waiting list who wish to be placed onto the newly-established waiting list are done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and the obligation to provide meaningful access for persons with limited English proficiency (LEP).[43]

[43] For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

To implement this provision, HUD will not apply 24 CFR § 880.603, regarding selection and admission of assisted tenants. However, after the initial waiting list has been established, the PHA shall administer its waiting list for the converted project in accordance with 24 CFR § 880.603.

4. **Mandatory Insurance Coverage.** The project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed property of a project, except with the written approval of HUD to the contrary.

5. **Choice-Mobility.** HUD seeks to provide all residents of covered projects with viable Choice-Mobility options. PHAs that are applying to convert the assistance of a project to PBRA are required to provide a Choice-Mobility option to residents of covered projects in accordance with the following:[44]

    a. *Resident Eligibility.* Residents have a right to move with tenant-based rental assistance (e.g., Housing Choice Voucher (HCV)) the later of: (a) 24 months from date of execution of the HAP or (b) 24 months after the move-in date.

    b. *Voucher Inventory Turnover Cap.* Recognizing the limitation on the availability of turnover vouchers from year to year, a voucher agency would not be required, in any year, to provide more than one-third of its turnover vouchers to the residents of covered projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if implemented the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received.

    c. *Project Turnover Cap.* Also recognizing the limited availability of turnover vouchers and the importance of managing turnover in the best interests of the property, in any year, a PHA may limit the number of Choice-Mobility moves exercised by eligible households to 15 percent of the assisted units in the project. (For example, if the project has 100 assisted units, the PHA could limit the number of families exercising Choice-Mobility to 15 in any year, but not less than 15.) While a voucher agency is not required to establish a project turnover cap, if implemented the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received.

[44] The Choice-Mobility requirements that apply to covered PBRA projects differ from the requirements that apply to covered PBV projects.

HUD's goal is to have 100 percent of residents in the Demonstration offered a Choice-Mobility option within a reasonable time after conversion. However, as HUD recognizes that not all PHAs will have vouchers sufficient to support this effort, HUD will:

- Provide ranking factor points where a voucher agency has committed to provide vouchers to the covered PBRA project of a PHA without a voucher program (see Section 1.11D). Additionally, voucher agencies that make such a commitment will receive:
  - Priority points for new HCV FSS coordinator positions in an upcoming FSS competition and
  - The bonus points provided under the Section Eight Management Assessment Program (SEMAP) for deconcentration.[45, 46]

- Grant a good-cause exemption from the Choice-Mobility requirement for no more than 10 percent of units in the Demonstration. HUD will only consider requests for good-cause exemptions from the following types of PHAs:
  - Public housing–only agencies, defined as agencies that own units under a public housing ACC, but do not administer, directly or through an affiliate, a Housing Choice Voucher program; or
  - Combined agencies that currently have more than one-third of their turnover vouchers set aside for veterans, as defined for the purpose of HUD-VASH, or homeless populations, as defined in 24 CFR § 91.5.[47] To be eligible for this exemption, the PHA's admission policies must have been formally approved by the PHA's board prior to the time of application.

  HUD will issue these exemptions in the following order of priority: 1) small public housing-only PHAs; 2) all other public housing-only PHAs; and 3) combined agencies that currently have more than one-third of their vouchers set

[45] The sponsoring agency must commit to the full term of the initial HAP, must undergo a significant amendment to its Annual Plan (no later than 60 days after execution of the project's CHAP), and must comply with section 8(o)(6)(A) relating to selection preferences.

[46] In order to implement this incentive, HUD is waiving provisions under 24 CFR § 985.3(h) to provide donating agencies with bonus points under the SEMAP for deconcentration.

[47] A veteran is, for the purpose of HUD-VASH, a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable and is eligible for Veterans Administration health care.

aside for veterans and/or homeless. See Section 1.11 for more information on Choice-Mobility exemptions in the competition.

6. **Future Refinancing.** Owners must receive HUD approval for any refinancing or restructuring of permanent debt within the HAP contract term to ensure the financing is consistent with long-term preservation. (Current lenders and investors are also likely to require review and approval of refinancing of the primary permanent debt.)

7. **Submission of Year-End Financial Statements.** Covered projects converting assistance to PBRA must comply with 24 CFR Part 5 Subpart H, as amended, revised, or modified by HUD from time to time regarding submission of financial statements.[48]

8. **Classification of Converting Projects as Pre-1981 Act Projects under Section 16(c) of the United States Housing Act of 1937.** For purposes of ensuring maximum flexibility in converting to PBRA, all such projects converting to PBRA shall be treated as Pre-1981 Act Projects under Section 16(c) of the US Housing Act of 1937. Section 16(c)(1) of the US Housing Act of 1937, which applies to pre-1981 Act projects, restricts occupancy by families that are other than very low-income to 25% of overall occupancy. Thus, owners of projects converting to PBRA may admit applicants with incomes up to the low-income limit. HUD Headquarters tracks the 25% restriction on a nationwide basis. Owners of projects converting to PBRA do not need to request an exception to admit low-income families. In order to implement this provision, HUD is waiving section 16(c)(2) of the US Housing Act of 1937 and 24 CFR §5.653(d)(2) and is instituting an alternative requirement that owners of projects converting to PBRA adhere to the requirements of section 16(c)(1) of the US Housing Act of 1937 and 24 CFR §5.653(d)(1).

## 1.8 Resident Notification

Prior to submitting an application to participate in the Demonstration, HUD requires a PHA to:

1. Notify residents of projects proposed for conversion and legitimate resident organizations of the PHA's intent to pursue a conversion;

2. Conduct at least two meetings with residents of projects proposed for conversion to discuss conversion plans and provide opportunity for comment; and

[48] This provision is included to clarify existing requirements for PHAs that own PBRA-assisted projects through Single Asset Entities. Such owners are considered reporting entities under 24 CFR § 5.801 (a)(3) and (a)(4).

is actively involved in a variety of collaborative efforts to address regional issues such as homelessness, welfare reform and the advocacy for and development of affordable housing throughout the County of Monterey.

**Association of Monterey Bay Area Governments Planning Agency** is responsible for developing the Regional Housing Needs Plan and fair share housing allocations for various income groups.

**Monterey Peninsula Water Management District Water Resource Agency**, for the entire Monterey Peninsula, controls allocations of water between jurisdictions and issues permits for new water hookups for housing.

**Community Housing Trust**
A countywide agency was initially developed by the Ft. Ord Reuse Authority (FORA) to raise funds from the private sector to help develop more affordable housing. The City of Seaside was the first city to contribute to the new agency. The City pledged $100,000 contingent on contributions from other cities. The $25,000 seed money given to the trust by the City of Seaside in 2005 may be an effective method of gaining support from other agencies for future affordable housing projects.

**California Department of Housing and Community Development** – State Housing Agency is responsible for review and approval of local Housing Element and source of funding for HOME and other programs in support of affordable housing.

**U.S. Department of Housing and Urban Development (HUD)** – Federal Housing Agency is responsible for administration of Federal housing programs. This is the source of CDBG, HOME and other federal housing finance programs.

## Private Industry

**Lending Institutions**
Various local lenders provide primary financing for first-time homebuyers participating in the Down Payment Assistance Program.

**Title Companies**
Title companies assist greatly in providing services under the City's housing programs including discounted title insurance and technical escrow assistance when necessary.

## 2.2.1 Public and Assisted Housing

**Housing Authority of the Monterey County (HACM)**

The Housing Authority of Monterey County does not have any public housing in Seaside. HACM administers the Federal Section 8 certificate/Vouchers Rental Assistance Program for low-income families and individuals within the County. One hundred and eighty-eight (188) Section 8 certificate/vouchers subsidize rental units for low-income Seaside residents. The waiting period for qualified applicants is generally one or more years. The total served includes 171 small households and 17 large households of 5 or more.

The HACM administers a Section 8 Homeownership program pursuant to Section 8(y) of the federal Housing Act of 1937, as implemented by the CFR. The Housing Authority's homeownership program is voluntary and provides participants a broad range of choices in housing. This program can provide an incentive for families to move from homelessness and from welfare-to-work and through the FSSP program into homeownership utilizing a continuum of housing assistance and counseling.

**The Family Self-Sufficiency Program (FSSP)**
Promotes the coordination of public housing and Section 8 rental assistance with other public and private resources. The goal of this program is to assist low-income families to achieve economic independence and self-sufficiency.

**Table 2-2-1**
**Tenant Households in the**
**Section 8 Housing Choice Voucher Program in Seaside**

| Family Size | No. | White | Hispanic Origin | Black | Asian | Am-Indian Alaska | Unknown |
|---|---|---|---|---|---|---|---|
| Elderly | 73 | 36 | 18 | 10 | 8 | 1 | |
| Non-Elderly | 115 | 28 | 45 | 30 | 8 | 4 | |
| **Total** | **188** | **64** | **63** | **40** | **16** | **5** | |
| Waiting List | 201 | 43 | 78 | 63 | 11 | 3 | 3 |

**Privately Developed Low Income Housing**

**Hannon Assembled Apartments:** Hannon Assembled Apartments consist of 133 low-income rental units ranging from one to five bedrooms. There are between 7 to 41 townhouse style apartments per cluster located at 10 sites throughout the City. The project was originally financed through the Federal Section 236 Program. The new management firm of Islas Development acquired ownership in June 2004. The agency has opted out of the HUD Section 236 Program resulting in 122 households paying low-income tax credit rents. The Housing Authority of the Monterey County (HAMC) reports 11 households receive enhanced Section 8 vouchers.

**Del Monte Manor:** Del Monte Manor consists of 192 rental low-income units ranging from studios to three bedroom apartments. The complex is managed by a private non-profit organization, Del Monte Manor, Inc. The project was financed through the Federal Section 235 (HUD-insured 221-d-4) Program. The Housing Authority of the Monterey County (HAMC) reports 14 households receive Section 8 Housing Choice vouchers.

**Villa Del Monte:** Villa Del Monte consists of 80 rental low-income units ranging from studios to one-bedroom apartments. The Housing Authority of the Monterey County (HAMC) reports 43 households receive Section 8 Housing Choice vouchers.

## 2.3 Homeless Facilities Located in the City of Seaside

### Shelter Outreach Plus - Women and Children Shelter - 785 Hamilton Street

The primary purveyor of services to the homeless in Seaside is Shelter Outreach Plus. This organization pioneered the programs that resulted in Seaside's Emergency Shelter for the Homeless Ordinance. It runs a shelter for the homeless, and operates a variety of peninsula-wide programs for the homeless and very low-income persons.

Shelter Outreach Plus holds a permit to provide temporary emergency shelter for homeless women and women with children. The facility has the capacity to shelter up to 16 people for a maximum stay of sixty days. It also has a full program to take people from emergency housing through transition and, ultimately, to self-sufficiency. It also provides shelter for homeless men with its I HELP (Interfaith Homeless Emergency Lodging Program) Program. Using several church facilities, men are transported to these facilities on a rotating basis.

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 10.A.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Lisa Brinton, Community and Economic Services Manager
Diana Ingersoll, Deputy City Manager Resource Management Services
Rick Medina, Senior Planner

**DATE:** February 19, 2015

**SUBJECT:** **ADOPTION OF ORDINANCE APPROVING TEXT AMENDMENTS TO TITLE 8 AND TILE 17 OF THE SEASIDE MUNICIPAL CODE IMPOSING A BUSINESS REGULATORY PERMIT REQUIREMENT ON TOBACCO AND/OR ELECTRONIC CIGARETTE RETAILERS, PROHIBITING THE USE OF ELECTRONIC CIGARETTES IN CERTAIN PUBLIC PLACES, MAKING FINDINGS IN SUPPORT THEREOF, AND MAKING AN ENVIRONMENTAL DETERMINATION OF EXEMPTION UNDER THE ENVIRONMENTAL QUALITY ACT (Second Reading - Roll Call Vote).**

---

## PURPOSE

This item has been scheduled to conduct the second reading for the adoption of a proposed Ordinance which will amend the text of Title 8 and Title 17 of the Seaside Municipal Code by imposing land use and zoning limitations on electronic cigarette retailers, tobacco retailers, vapor lounges, and the sale of drug paraphernalia and regulations related to prohibiting the smoking of electronic cigarettes in certain public places in the same manner as tobacco products.

## RECOMMENDATION

It is recommended that the City Council adopt the proposed Ordinance amending Title 8 and Title 17 (Zoning Code) of the Seaside Municipal Code in accordance with the Text Amendments listed therein and making a finding of environmental determination of exemption under the California Environmental Quality Act.

## BACKGROUND

**BACKGROUND**

On February 5, 2015, the City Council conducted a public hearing to consider the first reading of the proposed Ordinance provided as Attachment 1. After receiving public testimony and considering all evidence entered into the public record on the proposed Ordinance, the City Council declared their intent to accept the draft Ordinance as introduced at the first reading and directed staff to return with the final Ordinance for adoption under a second reading.

The staff report and attachments for the first reading of the proposed Ordinance can be found in the February 5, 2015 City Council Agenda packet as item 9A. The link to the February 5th agenda packet is http://seasideca.suiteonemedia.com/Web/Player.aspx?id=3&key=-1&mod=-1&mk=-1&nov=0id=3&key=-1&mod=-1&mk=-1&nov=0.

**FISCAL IMPACT**

FISCAL IMPACT

There is no fiscal impact associated with this item.

**ATTACHMENTS**

1. SMA-14-01 Ordinance

---

Reviewed for Submission to the City Council by:

John Dunn, City Manager

**ORDINANCE NO. 15-XX**

**AN ORDINANCE OF THE CITY OF SEASIDE ESTABLISHING LAND USE AND ZONING REGULATIONS ON ELECTRONIC CIGARETTE RETAILERS, TOBACCO RETAILERS, VAPOR LOUNGES AND DRUG PARAPHERNALIA, PROHIBITING THE USE OF ELECTRONIC CIGARETTES IN CERTAIN PUBLIC AND PRIVATE PLACES IN THE CITY, MAKING FINDINGS IN SUPPORT THEREOF, AND MAKING AN ENVIRONMENTAL DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDIAN AS FOLLOWS:

SECTION 1. In accordance with Section 1.01.020 and 17.74.040 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

SECTION 2. On February 5, 2015, the Seaside City Council introduced the first reading of the proposed Ordinance at a duly noticed public hearing and, after considering oral comments and written information concerning this Ordinance, on the basis of the record thereof finds the following facts to be true;

A. Electronic cigarettes, commonly known as e-cigarettes, e-cigars, e-cigarillos, e-pipes, and e-hookahs, are battery operated devices, designed to be used in the same manner as conventional tobacco products, and some of which are designed to look like conventional cigarettes. Electronic cigarettes employ the use of a cartridge, generally containing up to twenty (20) milligrams of nicotine, to deliver vaporized nicotine to users. Some cartridges used by electronic cigarettes can be re-filled with liquid nicotine solution, creating the potential for exposure to dangerous concentrations of nicotine (Yamin, C.K., Bitton A., and Bates, D.W. "E-Cigarettes: A Rapidly Growing Internet Phenomenon." *Annals of Internal Medicine*, 153:607-609, 2010); and

B. The U.S. Food and Drug Administration ("FDA") conducted laboratory analysis of electronic cigarettes and found the following: 1) diethylene glycol, an ingredient used in antifreeze and toxic to humans, was found in one cartridge; 2) certain tobacco-specific nitrosamines, which are human carcinogens, were detected in half of the samples tested; 3) tobacco-specific impurities suspected of being harmful to humans - anabasine, myosmine, and ß-nicotyrine - were detected in a majority of the samples tested; 4) all but one tested cartridge labeled as containing no nicotine did in fact contain low levels of nicotine; 5) three identically labeled cartridges emitted markedly different amounts of nicotine with each puff (nicotine levels per one hundred (100) millilitres puff ranged dramatically from 26.8 to 43.2 micrograms of nicotine); and 6) one high-nicotine cartridge delivered twice as much nicotine to users as was delivered by a nicotine inhalation product approved by the FDA for use as a smoking cessation aid, which was used as a control (U.S. Food and Drug Administration. Letter Re: Evaluation of E-Cigarettes 2009.
**<http://www.fda.gov/downloads/drugs/scienceresearch/ucm173250.pdf>**); and

C. The FDA has raised concerns that electronic cigarettes, which are often marketed in appealing flavors, can increase nicotine addiction among young people and may lead youth to try conventional tobacco products (U.S. Food and Drug Administration. *E-Cigarette: Questions and Answers*. 2010.
***www.fda.gov/forconsumers/consumerupdates/ucm225210.htm***
***<http://www.fda.gov/forconsumers/consumerupdates/ucm225210.htm>***; and

D. The FDA has also raised concerns that electronic cigarettes are marketed and sold to young people and are readily accessible online and via mall kiosks (U.S. Food and Drug Administration. *News Release, FDA and Public Health Experts Warn About Electronic Cigarettes*. July 22, 2009.
www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm
<http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm173222.htm>); and

E. A study published in the American Journal of Public Health found similar results to the FDA testing and concluded that the electronic cigarettes tested so far have demonstrated "poor quality control; toxic contaminants, albeit at low levels; misrepresentation of the nicotine delivered; and insufficient evidence of the overall public health benefit" (Cobb, N.K., Byron, J., and Abrams, D.B., et al. "Novel Nicotine Delivery Systems and Public Health: The Rise of the 'E-Cigarette.'" *American Journal of Public Health*, 100 (12): 2340-2342, 2010); and

F. Clinical studies about the safety and efficacy of electronic cigarettes for their intended use have not been submitted to the FDA, and for this reason, consumers currently have no way of knowing: 1) whether electronic cigarettes are safe for their intended use; 2) what types or concentrations of potentially harmful chemicals the products contain; or 3) what dose of nicotine the products deliver (U.S. Food and Drug Administration. *FDA Warns Of Health Risk Posed By E-Cigarettes*. 2009.
www.fda.gov/downloads/forconsumers/consumerupdates/UCM173430.pdf
<http://www.fda.gov/downloads/forconsumers/consumerupdates/UCM173430.pdf>); and

G. The World Medical Association has determined that electronic cigarettes "are not comparable to scientifically-proven methods of smoking cessation" and that "neither their value as therapeutic aids for smoking cessation nor their safety as cigarette replacements is established" (World Medical Association). *Statement on Electronic Cigarettes and Other Electronic Nicotine Delivery Systems.* October 2012.

**www.wma.net/en/30publications/10policies/e19/index.html.pdf?print-media-type&footer-right=[page]/[toPage**

**<http://www.wma.net/en/30publications/10policies/e19/index.html.pdf?print-media-type&footer-right=[page]/[toPage>**]; and

H. The federal law restricting the sale of tobacco products to minors currently applies only to cigarettes, cigarette tobacco, roll-your-own tobacco, and smokeless tobacco, not electronic cigarettes. 21 U.S.C. § 387a(b). However, California law prohibits the sale of electronic cigarettes to minors. Health & Safety Code § 119405; and

I. Between 2010 and 2011, rates of both awareness and use of unregulated electronic cigarettes by adults increased significantly (King, B.A., Alam, S., and Promoff, G., et al. "Awareness and Ever Use of Electronic Cigarettes Among U.S. Adults, 2010-2011." *Nicotine and Tobacco Research*); and

J. Electronic cigarettes often mimic conventional tobacco products in shape, size and color, with the user exhaling a smoke-like vapor similar in appearance to the exhaled smoke from cigarettes and other conventional tobacco products; and

K. A study published in the Journal of Environmental and Public Health suggests that electronic cigarettes "may have the capacity to're-normalize' tobacco use in a demographic that has had significant denormalization of tobacco use previously." (McMillen, R., Maduka, J., and Winickoff, .J. "Use of Emerging Tobacco Products in the United States." *Journal of Environmental and Public Health*); and

L. Recent newspaper reports from across the nation indicate that electronic cigarettes have a propensity for exploding while charging or in use. These explosions have caused severe burns and physical injuries to users. Additionally, these explosions have caused property damage (CBS News. "Electronic Cigarette Explodes in Man's Mouth, Causes Serious Injuries." February 16, 2012. <http://www.cbsnews.com/news/electronic-cigarette-explodes-in-mans-mouth-causes-serious-injuries>; Fox 13 News. "E-Cigarette Explodes While Charging." December 9, 2013. http://fox13now.com/2013/12/09/e-cigarette-explodes-while-charging); and

M. The use of electronic cigarettes in smoke free locations threatens to undermine compliance with smoking regulations and reverse the progress that has been made in establishing a social norm that smoking is not permitted in certain locations; and

N. The City of Seaside ("City") is among a growing list of cities throughout the nation which have adopted more stringent local smoking and tobacco control ordinances to protect public health. Chapter 8.38 of the Seaside Municipal Code provides regulations for the prohibition of smoking in public places but does not explicitly include electronic cigarettes; and

O. Section 119405 of the California Health and Safety Code prohibits the sale of electronic cigarettes to minors. No other state law currently regulates the sale and use of electronic cigarettes. In contrast, multiple state laws regulate tobacco sale and use. For instance, smoking tobacco use is prohibited in, among other places: public buildings; enclosed places of employment; residential units where smoking is prohibited by the landlord; playgrounds and tot lots; daycare facilities; vehicles with minors; public transit systems; and public-entity vehicles. However, none of the state tobacco laws that prohibit smoking tobacco products in those locations expressly prohibit electronic cigarette vaping. The City is not expressly preempted from regulating electronic cigarettes in the same manner as tobacco products pursuant to certain state laws; and

P. Labor Code Section 6404.5 prohibits the smoking of all tobacco products in all enclosed places of employment in the state. Enclosed places are defined to include "lobbies, lounges, waiting areas, elevators, stairwells, and restrooms that are a structural part of the building…." (Labor Code § 6404.5(b).) The smoking of electronic cigarettes is not regulated by this Labor Code section and the City is not preempted from regulating the smoking of electronic cigarettes within enclosed places of employment in the City; and

Q. Health and Safety Code Section 104495 prohibits the smoking of tobacco products, or disposing of tobacco related waste, within 25 feet of a playground or tot lot. A playground is defined as "any park or recreational area specifically designed to be used by children that has play equipment installed, or any similar facility located on public or private school grounds, or on city, county, or state park grounds." Health & Safety Code § 104495(a)(1). A tot lot is defined as "a designated play area within a public park for the use by children under five years of age…." Health & Safety Code § 104495(a)(2). The smoking of electronic cigarettes is not regulated by this Health and Safety Code section and the City is not expressly preempted from regulating the smoking of electronic cigarettes within 25 feet of a playground or tot lot in the City; and

R. Health and Safety Code Section 1596.795 prohibits smoking on the premises of a licensed day care center, and in a licensed family day care home during the hours of operation as a family day care home, and in those areas of the family day care home where children are present. This section also provides "[n]othing in this section shall prohibit a city or county from enacting or enforcing an ordinance relating to smoking in a family day care home if the ordinance is more stringent than this section." Health & Safety Code § 1596.795(a). The smoking of electronic cigarettes is not regulated by this section and the City may adopt a more stringent ordinance that expressly prohibits the use of electronic cigarettes on the premises of a licensed day care center and in a licensed family day care home in the City.

SECTION 3. CEQA. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance will have a significant effect on the environment because the Ordinance only includes electronic cigarettes within existing City tobacco retailer permitting and smoking regulations and existing state tobacco use laws. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 4. Chapter 8.38 of Title 8 (Health and Safety) of the Seaside Municipal Code is hereby amended to include the following text amendments with the new language identified with an underline (underline) and deleted language identified with a strikethrough (~~strikethrough~~).

## Chapter 8.38

## PROHIBITION OF SMOKING IN DESIGNATED PUBLIC PLACES

Sections:



**8.38.010 Purpose and findings.**

The city council finds as follows: Numerous studies have found that tobacco is a major contributor to indoor air pollution; reliable studies have shown that breathing secondhand smoke is a significant health hazard for several population groups, including elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease; health hazards induced by breathing sidestream or secondhand smoke include lung cancer, respiratory infection, decreased exercise tolerance, decreased respiratory function, bronchoconstriction, and bronchospasm; nonsmokers with allergies, respiratory diseases and those who suffer other ill effects of breathing sidestream or secondhand smoke may experience a loss of job productivity or may be forced to take periodic sick leave because of adverse reactions to same; ease of accessibility to tobacco and tobacco-related products through cigarette vending machines must be diminished in order to promote smoke-free environments; the smoking of tobacco, or any other weed or plant, is a proven danger to health. Accordingly, it has been determined that the health, safety and general welfare of the residents of, persons employed in, and persons who frequent this city would be benefited by the elimination of smoking in designated enclosed places, including places of employment and certain restaurants, as provided in this chapter. (Ord. 806 § 1(part), 1992).

**8.38.020 Definitions.**

For the purpose of this chapter, the following words shall have the following meanings:

~~A. "Bar" means an area which is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the~~

~~consumption of such beverages.~~

A. “Electronic cigarette” means an electronic or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances, including any such device that is manufactured, distributed, marketed or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah or any other product name or descriptor. “Electronic cigarette” does not include any inhaler prescribed by a licensed physician.

B. "Employee" means any individual who receives remuneration for services performed within the city.

C. "Employer" means any person, partnership or corporation who employs the services of an individual person or persons.

D. "Private clubs" means a "members only" facility not open to the general public unless by invitation or agreement of the membership.

E. "Restaurant" means any coffee shop, cafeteria, luncheonette, sandwich stand, soda fountain, private and public school cafeteria or eating establishment, and any other eating establishment, organization, club, boardinghouse or guesthouse, which gives or offers for sale food to the public, guests, patrons or employees as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities.

~~G. "Retail tobacco store" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.~~

F. "Service line" means an indoor line or area where persons await service of any kind, regardless of whether or not such service involves exchange of money. Such service shall include, but is not limited to, sales, giving of information, directions or advice, and transfers of money or goods.

G. "Smoke" or "smoking" means ~~and includes the carrying of a pipe, cigar or cigarette of any kind which is burning, or the igniting of a pipe, cigar or cigarette of any kind which is burning~~ processing, using, or lighting of tobacco or tobacco paraphernalia (including but not limited to, a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind, or using an electronic cigarette.

H. "Workplace" means any interior space under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, conference rooms, and employee cafeterias. A private residence is not a workplace under this section. (Ord. 806 § 1(part), 1992).

**8.38.030 Prohibition in certain public places.**
Smoking shall be prohibited in the following places within the city:

A. All buildings, vehicles, or other enclosed areas occupied by city staff, owned or leased by the city, or otherwise operated by the city, except in areas which the city manager may designate a smoking area. The city manager may designate a smoking area only if the area involved: (1) is not regularly open to the public; (2) does not require major room or building modifications; and (3) is not regularly occupied by nonsmokers;

B. Elevators, museums, galleries, public transportation facilities open to the public and service lines of establishments doing business with the general public;

C. Waiting rooms, sleeping rooms or public hallways of every private or public health or child care facility, including, but not limited to day care centers, hospitals, clinics, physical therapy facilities, doctors' offices and dentists' offices. In bed space areas of health facilities used for two or more patients, smoking shall be prohibited unless all patients within the room are smokers and request in writing upon the health care facility's admission forms to be placed in a room where smoking is permitted;

D. Within all public areas in every retail store, including but not limited to, retail service establishments, retail food production and marketing establishments, retail, grocery, and drug stores;

E. All restrooms open for public use;

F. All areas in a laundromat open to and available for use by the public;

G. Within all areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public, including, but not limited to, professional offices and other offices, banks, hotels and motels.

H. In and within twenty-five (25) feet of playgrounds and tot lot sandbox areas, as the terms are defined in California Health and safety Code Section104495(a), where the smoking of tobacco products is prohibited by California Health and Safety Code Section 104495(b) and sections mandatory or supplementary thereto.

I. In and within five (5) feet of all public parks, public schools, public playgrounds, or publicly operated recreational ground facilities or buildings, except while actively passing on the way to another destination.

J. Restaurants(Ord. 806 § 1(part), 1992).

~~**8.38.040 Restaurants.**~~

~~All restaurants which have a seating capacity of fifty or more seats shall designate a contiguous area of at least twenty-five percent of the seating capacity as nonsmoking.~~

~~A. All restaurants shall post signs clearly stating whether the restaurant is smoking or nonsmoking, or a combination of both. (Ord. 806 § 1(part), 1992).~~

**8.38.0~~5~~40 Regulation of smoking in places of employment.**

~~Each employer who operates a workplace in the city shall, by July 16, 1992, adopt, implement and maintain a written smoking policy which shall contain, at a minimum, the following provisions and requirements:~~

~~A. Any nonsmoking employee may object to his or her employer about smoke in his or her workplace. Using already available means of ventilation or separation or partition of office space, the employer shall attempt to reach a reasonable accommodation, insofar as possible, between the preferences of nonsmoking employees and smoking employees. However, an employer is not required by this section to make any expenditures or structural changes to accommodate the preferences of nonsmoking or smoking employees.~~

~~B. If an accommodation which is satisfactory to all affected nonsmoking employees cannot be reached in any given workplace, the preferences of nonsmoking employees shall prevail and the employer shall prohibit smoking in that workplace. Where the employer prohibits smoking in a workplace, the area in which smoking is prohibited shall be clearly marked with signs.~~

~~C. The smoking policy required by this section shall be announced within three weeks of adoption to all employees working in workplaces in the city and posted conspicuously in all workplaces in the city under the employer's jurisdiction.~~

Smoking is prohibited in all enclosed spaces at places of employment, as "places of employment" are defined in California Labor Code Section 6404.5(b), where the smoking of tobacco products is prohibited by California Labor Code Section 6404.5 and sections amendatory or supplementary or any successor statute thereto. Smoking electronic cigarettes is not prohibited in an enclosed place of employment that is a permitted electronic cigarette retailer, unless otherwise limited by the land use limitations contained in the City's zoning ordinance. (Ord. 806 § 1(part), 1992).

~~**8.38.060 Where smoking is not regulated.**~~

~~A. Notwithstanding any other provision of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:~~

~~1. Bars;~~

1. ~~Private residences, except when used as a child care or health care facility;~~

~~3. Hotel and motel rooms rented to guests, although owners or managers are encouraged to designate certain rooms as nonsmoking;~~

~~4. Retail stores that deal exclusively in the sale of tobacco and smoking paraphernalia;~~

~~5. Any area exterior to the building in which the establishment or facility is located;~~

~~6. Enclosed banquet rooms, conference rooms or other rooms in any facility except city facilities, which are used by individuals or groups for the purposes of private functions may be areas in which smoking is permitted if the host of such function prefers;~~

~~7. Any property owned or leased by a state or federal governmental agency;~~

~~8. Any building or facility owned or operated by a private organization, including veterans' clubs or fraternal organizations, may by a vote of the membership, be exempt from the provisions of this chapter, even when such building or facility, or portion thereof, is open~~

~~to members of the general public.~~

~~B. Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment or facility described in this chapter may adopt more restrictive regulations and declare that entire establishment or facility, or a portion thereof, as a nonsmoking establishment. (Ord. 806 § 1(part), 1992).~~

**8.38.~~07~~50 Cigarette vending machines.**
Beginning on May 16, 1992, coin-operated cigarette vending machines may be located only in bars and in full view of the owner, operator or individual in charge of the premises. (Ord. 806 § 1(part), 1992).

**8.38.~~08~~60 Miscellaneous prohibitions.**
A. The sale of single cigarettes is prohibited in the city.

B. No individual or group shall distribute free tobacco products anywhere in the city. (Ord. 806 § 1(part), 1992).

~~**8.38.0980 Posting of signs.**~~
~~Signs which designate smoking or no-smoking areas established by this chapter shall be conspicuously posted in every room, building or other place so covered by this chapter. Businesses that allow smoking, by either employees or visitors, must provide people on the premises with a warning of the toxic exposure (Health and Safety Code Section 25249.6). Adequate signage may include the following language: "This facility permits smoking, and tobacco smoke is known to the State of California to cause cancer in nonsmokers as well as smokers." (Ord. 806 § 1(part), 1992).~~

**8.38.~~100~~070 Compliance.**
A. The city manager or his designated representative shall be responsible for compliance with this chapter as to facilities which are owned, operated or leased by the city. The finance director shall provide each business license applicant with a copy of this chapter.

B. The owner, operator or manager of any facility, business or agency within the purview of this chapter shall comply with the provisions of this chapter. Notice of these regulations shall be given to all applicants for a business license. Such owner, operator or manager shall post or cause to be posted all no-smoking signs required by this chapter and shall not allow service to any person who violates this chapter by smoking in a posted no-smoking area.

C. Any place of employment conducted or operated without compliance with the provisions of Section 8.38.050 of this chapter applicable thereto shall be and the same is declared to be a public nuisance. Whenever there is reason to believe such public nuisance exists, any affected employee or any resident of the city, in his or her own name, may maintain an action in equity to abate and prevent such nuisance and to perpetually enjoin the employer from maintaining or permitting it. Upon the granting of equitable relief, in whole or in part, by a court of competent jurisdiction, an employer determined to be in violation of Section 8.38.050 of this chapter shall be liable for the attorney's fees, as may be determined by the court, incurred by the party bringing the action.

D. The city manager or his designee may enforce Section 8.38.050 of this chapter by either of the following action:

1. Serving notice requiring the correction of any violation of that section; or

2. Requesting the city attorney to maintain an action for injunction to enforce the provisions of Section 8.38.050 of this chapter, to cause the correction of any such violation, and for assessment and recovery of a civil penalty of such violation, including attorney's fees.

E. Any employer who violates Section 8.38.050 of this chapter may be liable for a civil penalty, not to exceed five hundred dollars, which penalty shall be assessed and recovered in a civil action brought in the name of the people of the city. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. Any penalty assessed and recovered in an action brought pursuant to this subsection shall be paid to the finance director of the city.

F. In undertaking the enforcement of Section 8.38.050 of this chapter, the city is assuming an undertaking only to promote the general welfare. It is not assuming any duty or obligation, nor is it imposing any duty or obligation on its officers and employees, nor is it liable in money damages or otherwise to any person who claims that (1) the city or one of its officers or employees breached any such obligation, and (2) the breach proximately caused injury. (Ord. 806 § 1(part), 1992).

**8.38. ~~10~~80 Penalties.**
Any person who violates any provision of this chapter, including smoking in a posted no-smoking area, or by failing to post or cause to be posted a no-smoking sign required by this chapter, or by serving any person who violates this chapter by smoking in a posted no-smoking area, is subject to penalties as provided for by state law or city ordinance. (Ord. 806 § 1(part), 1992).

Section 5. New Chapter 8.39 ("Smoke Shops, Electronic Smoking Devices and Drug Paraphernalia") is hereby added to Title 8 (Health and Safety Code) of the Seaside Municipal Code is hereby to read as follows (new text is identified with underline (underline)):

## Chapter 8.39

## TOBACCO OR ELECTRONIC CIGARETTE RETAILERS, ELECTRONIC CIGARETTES, VAPOR LOUNGES AND DRUG PARAPHERNALIA

### 8.39.10 Definition

For the purpose of this Chapter, the following words and phrases shall mean:

A. Electronic Cigarette: An electronic or battery operated device, the use of which may resemble smoking, that can be used to deliver an inhaled dose of nicotine or other substances. The term includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, pipe, hookah, or any other device or product name or descriptor. The term does not include any medical inhaler prescribed by a licensed doctor.

B. Smoking: Processing, Using, or lighting of tobacco or tobacco paraphernalia (including but not limited to, a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind, or using an electronic smoking device/electronic cigarette.

C. Tobacco or Electronic Cigarette Retailer: Any person or business that: (1) operates a store, stand, booth, concession or other place at which the person or business sells, offers for sale, exchanges or offers to exchange for any form of consideration electronic cigarettes, tobacco products, tobacco paraphernalia, or both, and (2) devotes more than five percent of the floor area or product display area to the wholesale or retail sale, distribution, or exchange of electronic cigarettes, tobacco products, or tobacco paraphernalia.

D. Vapor Lounge: An establishment other than a tobacco or electronic cigarette retailer where electronic cigarettes are smoked on premises..

8.39.020 Tobacco or Electronic Cigarette Retailer

It is unlawful for any person to establish or operate as a tobacco or electronic cigarette retailer without first obtaining a use permit pursuant to Chapter 17.14 of the Seaside Municipal Code.

8.39.030 Vapor Lounges Prohibited

Vapor lounges are prohibited.

8.39.040 Electronic Cigarettes - Additional Regulations

A. No business, establishment or owner or employee thereof shall sell, give, or furnish any electronic cigarette to any person without first examining that person's official identification to confirm that the person is at least 18 years of age.

B. The use or display of electronic cigarettes by means of a self-service display counter-top, or shelf that allows any self-service customer access is prohibited. For these purposes, "Self-service display" means open display or storage of electronic cigarettes in a manner that is physically accessible in any way to the general public without the assistance of a retailer or employee of a retailer. A vending machine is a form of self-service display.

C. All electronic cigarettes shall be stored only in a locked case, behind counters out of reach of customers, or in a similar location that is inaccessible to customers, requiring seller assistance for the customer to obtain access.

8.39.050 Drug Paraphernalia

A. Except as otherwise authorized by State law, no person shall maintain or operate any place of business in which drug paraphernalia is kept, displayed or offered in any manner, sold, furnished, transferred, or given away.

B. For purposes of this Chapter, "drug paraphernalia" is defined as it is defined in California Health and Safety Code Section 11014.5, as now exists or may be amended in the future.

Section 6. Adding "Tobacco or electronic Cigarette Retailer" and "Vapor Lounge" land uses to Chapter 17.14, Section 17.14.030.B, Table 2-4 ("Commercial Zone Land Use and Permit Regulations") of the Seaside Municipal Code to read as follows (New text identified with underline (underline) and deleted text identified with strikethrough (~~strikethrough~~)):

CITY OF SEASIDE MUNICIPAL CODE - TITLE 17 - ZONING ORDINANCE

Commercial Zones

**TABLE 2-4 – Allowed Land Uses and Permit Requirements for Commercial Zones**

| | | |
|---|---|---|
| P | Permitted Use, Zoning Clearance required | **CMX** -- Commercial Mixed Use |
| MUP | Minor Use Permit required (see Section 17.62.070) | **CC** – Community Commercial |
| UP | Use Permit required (see Section 17.62.070) | **CRG** – Regional Commercial |
| — | Use not allowed | **CA** -- Automotive Regional Commercial |
| | | **CH** – Heavy Commercial |

| LAND USE (1) | PERMIT REQUIRED BY ZONE | | | | | | SPECIFIC USE REGS |
|---|---|---|---|---|---|---|---|
| | | CMX | CC | CRG | CA | CH | |
| Bar/tavern | | UP | UP | UP | — | — | |
| Big box retail | | — | — | UP | — | — | |
| Building and landscape materials sales – Indoor | | — | P | P | — | P | |
| Building and landscape materials sales – Outdoor | | — | UP | UP | — | P | |
| Construction and heavy equipment sales and rental | | — | — | — | — | UP | |
| Convenience or liquor store | | UP(4) | UP(4) | UP(4) | — | — | 17.52.080 |
| Drive-through retail or service | | UP(4) | UP(4) | UP(4) | — | — | 17.52.090 |
| Drug store | | P | P | P | — | — | |
| **Tobacco or Electronic Cigarette Retailer** | | — | — | — | — | **UP** | **8.39** |
| Entertainment activities – not associated with night club | | P | P | P | | | |
| Equipment rental - Indoor | | — | P | P | — | P | |
| Equipment rental - With outdoor storage | | — | — | — | — | UP | |
| Fuel dealer | | — | — | — | — | UP | |
| Furniture, furnishings and appliance store | | P | P | P | — | P | |
| General retail - 5,000 sf or larger (3) | | MUP | P | P | — | — | |
| General retail - Less than 5,000 sf (3) | | P | P | P | — | — | |
| Grocery or specialty food store - 5,000 sf or larger (3) | | P | UP | P | — | — | |
| Grocery or specialty food store - Less than 5,000 sf (3) | | P | P | P | — | — | |
| Medical marijuana dispensaries | | — | — | — | — | — | 17.52.150 |
| Mobile home, boat, or RV sales | | — | — | — | — | UP | |
| Motorcycle sales, new, with accessory used sales | | — | — | — | P | UP | |
| Night club | | UP | UP | UP | — | — | |
| Outdoor retail sales and activities | | P | P | P | — | — | 17.52.190 |
| Restaurant, café, coffee shop - Table service (3) | | P | P | P | — | P | |
| Restaurant, café, coffee shop - Counter service (3) | | UP | UP | UP | — | — | |
| Restaurant - Fast food (3) | | UP | — | UP | — | — | |
| Service station | | — | UP | UP | — | UP | 17.52..250 |
| Speculative retail building | | UP | UP | UP | — | — | |
| **~~Smoke shop~~** | | — | — | — | — | ~~UP~~ | |
| Shopping center | | UP | UP | UP | — | — | |
| Second hand store | | — | P | — | — | — | |
| **Vapor Lounge** | | — | — | — | — | — | **8.39.030** |
| Winery/wine tasting | | MUP | MUP | MUP | — | — | |

**SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Automatic teller machine (ATM) | | P | P | P | P | P | |
| Bank, financial services | | P | P | P | — | — | |

Section 7. Title 17, Chapter 17.98 ("Definitions") of the Seaside Municipal Code is hereby amended to include a definition for an "Electronic Cigarette" and a "Vapor Lounge" to read as follows (New text is identified with an underline):

A. Electronic Cigarette**:** An electronic or battery operated device, the use of which may resemble smoking, that can be used to deliver an inhaled dose of nicotine or other substances. The term includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, e-cigarette, electronic cigar, electronic cigarillo, pipe, hookah, or any other device or product name or descriptor. The term does not include any medical inhaler prescribed by a licensed doctor.

B. Vapor Lounge: An establishment other than a tobacco or electronic cigarette retailer where electronic cigarettes are smoked on premises.

Section 8. Severability. The provisions of this Ordinance shall be severable, and if any clause, sentence, paragraph, subdivision, section, or part of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 9. Legal Construction. The provisions of this Ordinance shall be construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of public health, safety, and welfare.

Section 10. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Section 11. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of State of California with the names of City Council members voting for and against it.

**INTRODUCED** at a regular meeting of the City Council of the City of Seaside on the 5th day of February, 2015, and

**PASSED AND ADOPTED** by the City Council of the City of Seaside on the 19th day of February, 2015, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

APPROVED:

________________________________
Ralph Rubio, Mayor City of Seaside

ATTEST:

________________________________
Lesley Milton,
City Clerk

**ORDINANCE NO. 15-XX**

**AN ORDINANCE OF THE CITY OF SEASIDE APPROVING TEXT AMENDMENTS TO TITLE 17 OF THE SEASIDE MUNICIPAL CODE AND MAKING AN ENVIRONMENTAL DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDIAN AS FOLLOWS:

Section 1. In accordance with Section 17.74.050 of the Seaside Municipal Code, it is the responsibility of the City Council to consider and weigh the merits of proposed text amendments to the Seaside Municipal Code and the public input received on the proposed text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

Section 2. On February 19, 2015, the Seaside City Council considered oral comments and written information concerning this Ordinance at a duly noticed public hearing, and on the basis of the record thereof finds the following facts to be true;

Findings:

1. The purpose of this Ordinance is to adopt minor amendments correcting incorrect cross references that were incorporated into the comprehensive Zoning Code Update adopted for text amendments to Title 17 of the Seaside Municipal Code on February 20, 2014.

   *Evidence: It has been identified under the list of zoning code corrections on Table 1 of the February 19, 2015 City Council Staff Report for Application No. SMA-15-01 that the proposed text amendments will consist solely of making corrections of typos and/or mis-numbered code sections.*

2. The proposed text amendments are in compliance with the 2004 Seaside General Plan.

   *Evidence: The proposed text amendments are minor text amendments and will only consist of correcting typos and or mis-numbered code sections to the Zoning Code and it can be seen with certainty that the proposed text amendments will maintain the same purpose and context of the standards that were incorporated into the comprehensive Zoning Code Update adopted for text amendments to Title 17 of the Seaside Municipal Code on February 20, 2014.*

3. The exemption from the California Environmental Quality Act (CEQA) has been CEQA Guidelines

   *Evidence: In accordance with Section 15061(b)(3) of the CEQA Guidelines, it can be seen with certainty that the proposed text amendments will only consist of* *correcting the incorrect cross reference to various parts of the Zoning Code and that the insertion of the correct cross reference will maintain the same purpose and context of the standards that were incorporated into the comprehensive Zoning Code Update adopted for text amendments to Title 17 of the Seaside Municipal Code on February 20, 2014.*

Section 3. The proposed amendments to Title 17 of the Seaside Municipal Code consist of the following:

1. Chapter 17, Section 17.14.050.A, Table 2-6, the Regional Commercial (CRG) Site Coverage standards is hereby amended to delete reference to Section 17.30.040. C and D and replace this deleted Section with Section 17.34.110.E.4.

Section 4. Chapter 17, Section 17.16.050.A is hereby amended to include the following text amendments with the new language identified with an underline (underline) and deleted language identified with a strikethrough (strikethrough).

17.16.050 - SIGN REQUIREMENTS

A. Purpose. The purpose of these regulations is to improve the appearance of the CA zone. Providing limitations regarding specific types of signs promotes compatible signage and avoids visual clutter. These standards will help promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the City as a place to live, work, and shop, and provide for signs as an effective channel of communication, while ensuring that signs are aesthetically proportioned in relation to adjacent structures and the structures to which they are attached. The Board of Architectural Review may grant exceptions to the requirements of this section that are not otherwise subject to Zoning Code Section ~~17.16.080.C.2~~ 17.62.080.C.2 (Minor Variance) through the Master Sign Program entitlement required for signs within the CA zone.

Section 5. Chapter 17, Section 17.40.050.D is hereby amended to include the following text amendments with the new language identified with an underline (underline) and deleted language identified with a strikethrough (strikethrough).

D. Billboards and any other off-premise signs, except as allowed by Civil Code Section 713 (Section 17.40.040.~~C.~~D1.b.(2) – Off-Site Directional Signs, Section 17.40.040.F.7 – Miscellaneous signs);

Section 6. Chapter 17, Section 17.52.070.2 is hereby amended to include the following text amendments with the new language identified with an underline (underline) and deleted language identified with a strikethrough (strikethrough).

2. Supplemental submittal requirements. If, after holding a public hearing, the Commission finds that the proposed conversion will not adversely affect, and is consistent with Section 17.52.180 Multi-family standards, subsections ~~B.1 through~~

~~B.3~~ A through CC, it shall advise the applicant to file, at their expense, all of the following:

Section 7. Chapter 17, Section 17.66.080.A is hereby amended to include the following text amendments with the new language identified with an underline (underline) and deleted language identified with a strikethrough (strikethrough).

A. Proceedings upon modification or termination. If, upon a finding under Section 17.66.070.~~E.2~~D, the City determines to proceed with modification or termination of the agreement, the City shall give notice to the property owner of its intention to do so.

Section 8. Chapter 17, Section 17.72.030.A.2 is hereby amended to include the following text amendments with the new language identified with an underline (underline) and deleted language identified with a strikethrough (strikethrough).

2. Residential exception. The substantial rehabilitation or renovation of, and additions to an existing nonconforming multi-family and single-family residential use may be allowed with Minor Use Permit and Board of Architectural Review approval, in compliance with Section 17.~~72.060~~62.030.

Section 9. Chapter 17.98 is hereby amended to include the following text amendments with the new language identified with an underline (underline) and deleted language identified with a strikethrough (strikethrough).

Recycling Facility. This land use type includes a variety of facilities involved with the collection, sorting and processing of recyclable materials.

1. Small Collection Facility. A center where the public may donate, redeem or sell recyclable materials, which may include the following, where allowed by the applicable zoning district:

a. Reverse vending machines or a grouping of reverse vending machines which occupy an area of 350 square feet or less;

b. Small collection facilities which occupy an area of 350 square feet or less and may include a mobile unit;

c. A kiosk recycling unit.

~~3~~2. Large Collection Facility. Large collection facilities which occupy an area of more than 350 square feet and/or include permanent structures.

~~4~~3 Mobile Recycling Unit. An automobile, truck, trailer, or van used for the collection of recyclable materials, carrying bins, boxes, or other containers.

~~5~~4. Processing Facility. A structure or enclosed space used for the collection and processing of recyclable materials for shipment, or to an end-user's specifications, by such means as baling, briquetting, cleaning, compacting, crushing, flattening, grinding, mechanical sorting, re-manufacturing and shredding. Processing facilities include the following types, both of which are included under the definition of "Scrap and Dismantling Yards," below:

a. Light processing facility occupies an area of under 45,000 square feet of collection, processing and storage area, and averages two outbound truck shipments each day. Light processing facilities are limited to baling, briquetting, compacting, crushing, grinding, shredding and sorting of source separated recyclable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact, or bale ferrous metals other than food and beverage containers; and

b. A heavy processing facility is any processing facility other than a light processing facility.

~~6.~~5. Recycling Facility. A center for the collection and/or processing of recyclable materials. A "certified" recycling or processing facility is certified by the California Department of Conservation as meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1786. A recycling facility does not include storage containers located on a residentially, commercially or industrially designated site used solely for the recycling of material generated on the site. See "Collection Facility" above.

~~7~~6. Recycling or Recyclable Material. Reusable domestic containers and other materials which can be reconstituted, re-manufactured, or reused in an altered form, including glass, metals, paper and plastic. Recyclable material does not include refuse or hazardous materials.

~~8~~7. Reverse Vending Machine. An automated mechanical device which accepts at least one or more types of empty beverage containers and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value, as determined by State law. These vending machines may accept aluminum cans, glass and plastic bottles, and other containers.

A bulk reverse vending machine is a reverse vending machine that is larger than 50 square feet, is designed to accept more than one container at a time, and issues a cash refund based on total weight instead of by container.

~~9~~8. Scrap and Dismantling Yards. Outdoor establishments primarily engaged in assembling, breaking up, sorting, and the temporary storage and distribution of recyclable or reusable scrap and waste materials, including auto wreckers engaged in dismantling automobiles for scrap, and the incidental wholesale or retail sales of parts from those vehicles. Includes light and heavy processing facilities for recycling (see the definitions above). Does not include: places where these activities are conducted entirely within buildings; pawn shops, and other secondhand stores; the sale of operative used cars; or landfills or other waste disposal sites.

Section 10. Severability.

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentences, clauses or phrases even if certain parts are held to be unconstitutional, invalid or unenforceable.

Section 11. Legal Construction. The provisions of this Ordinance shall be construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of public health, safety, and welfare.

Section 12. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

Section 13. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this Ordinance in accordance with Section 36933 of the Government Code of State of California with the names of City Council members voting for and against it.

**INTRODUCED** at a regular meeting of the City Council of the City of Seaside on the 19th day of February, 2015, and

**PASSED AND ADOPTED** by the City Council of the City of Seaside on the 5th day of March, 2015, by the following roll call vote**:**

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

APPROVED:

________________________________
Ralph Rubio, Mayor

ATTEST:

Lesley Milton, City Clerk

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 11.A.**

**TO:** Successor Agency to the Redevelopment Agency of the City of Seaside

**FROM:** John Dunn, City Manager

**BY:** John Dunn, City Manager
Daphne Hodgson, Deputy City Manager Administrative Services

**DATE:** February 19, 2015

**SUBJECT:** **2014-2015 MID-YEAR BUDGET REPORT**

## PURPOSE

The purpose of this item is to give the City Council an opportunity to review and discuss the City of Seaside's 2014-2015 Mid-Year Budget Report in the context of the 2014-2015 Adopted Budget. In addition the City Council can consider the Proposed Mid-Year Budget Revisions for the 2014-2015 fiscal year.

## RECOMMENDATION

It is recommended that the City Council accept and file the 2014-2015 Mid-Year Budget Report and adopt the resolution approving the 2014-2015 Mid-Year Adjustments listed on Exhibit B – Revenues and Exhibit D – Expenditures.

## BACKGROUND

Each year during the spring the City staff prepares a proposed budget for the City, in May the City Council conducts a series of budget study sessions, and after two public hearings at the June City Council meetings, the City Council approves the City budget for the forthcoming fiscal year.

The City of Seaside's 2014-2015 Budget was adopted by the City Council on June 19, 2014. The 2014-2015 Budget is based on the City Council's direction to focus the City's limited resources on the City's Vision Statement through the accomplishment of the current three-year strategic goals.

The City Council held two strategic planning sessions during the 2013-2014 fiscal year prior to budget preparation and adoption. The City Council's engagement in strategic planning provides the process to identify opportunities to strengthen the City's short-term and long-term financial positions, consider the fiscal constraints that impact the City, and take steps to reduce ongoing costs. In recognition of the need to focus on the City's priority services and invest resources in areas that will help advance long-term economic development, the City Council established the following goals for 2014-2017:

- *Provide an increasingly safe community*
- *Create vibrant, sustainable economic development*
- *Provide leadership to obtain a sufficient water supply for desired development and quality of life*
- *Develop and implement a Quality Infrastructure Improvement Program*
- *Achieve and sustain fiscal health and wellness*

The 2014-2015 Adopted Budget reflects the recovery of the economy from the challenging recession that impacted us over the past several years. The 2014-2015 Adopted Budget demonstrates the City's continued commitment to maintain service levels in the important areas of public safety, recreation, youth and senior services, street maintenance and park improvements for the residents and businesses of the City of Seaside. Consistent with the City's mission and vision, the Adopted Budget reflects the City Council's direction to continue to pursue economic development that will strengthen the City's future fiscal position.

## LONG TERM FISCAL HEALTH PLAN

On October 2, 2014, the staff presented the City Council with the Long Term Fiscal Health Plan as a component of the City's goal to *achieve fiscal health and wellness*. The Plan discusses many aspects of the City fiscal situation including revenues and revenue possibilities, expenditures and controlling costs of personnel, supplies and services, capital outlay and debt service, capital improvements and unfunded liabilities.

Some of the conclusions from this study and contained in the plan:

1. The City has had a tough financial history, particularly during the 2008-2012 recession;
2. Largely due to the success of automobile and building material sales during the past two years, the City is now in better shape financially;
3. Capital improvement projects have been limited, creating the necessity to now address these needs, especially street improvements and sufficient City Hall work space;
4. General Fund capital needs identified in the Plan include 133 projects estimated at $210 million;
5. The City has gone from 172 to 122 employees and according to the department directors, in order to meet the City's service needs, 41 new positions are needed in the next five years.
6. The City needs $3.1 million dollars to address the vehicle and equipment needs over the next five years;
7. The Plan identifies the City's unfunded liabilities and the need to address them;
8. The Plan discusses one-time funding and the principle that it be spent on long-term projects and not on annually occurring operational needs;

9. The Plan speaks to controlling labor costs, particularly the increases in City costs for employee retirement, health and other medical benefits;
10. The Plan addresses the City's revenues – present, projected, and the need for creation of new revenue sources to address both service and infrastructure needs;
11. The Plan considers future business cycles and the need to prepare for economic downturns.
12.

The Long Term Fiscal Health Plan will be discussed in depth at a future Study Session to be held on April 16, 2014.

## GENERAL OVERVIEW

The General Fund Budget for Fiscal Year 2014-2015 was balanced at adoption, though, in order to do so, we had to use some one-time funding and reserve funds, as follows:

| *2014-2015 General Fund Adopted Budget As of July 1, 2014* | |
|---|---|
| Estimated Revenues | $ 23,071,923 |
| One-time Funding | $ 905,000 |
| Reserve Funding | $ 210,024 |
| Total Budgeted Funding Sources | $ 24,186,947 |
| Budgeted Expenditures | ($24,186,947) |
| | |
| Net Operating Surplus/(Deficit) | $ 0 |

The December 31, 2014, 2014-2015 Fiscal Year Adjusted Budget reflects City Council approved adjustments to the Adopted Budget, including Police, Fire and Resource Management grants, the adopted Memorandums of Understanding with all the labor groups, 2013-2014 budget carryovers (largely composed of $800,000 for the General Plan Update and $75,000 for the Housing Element), and the increased staffing for the Police Department.

| *2014-2015 General Fund Adjusted Budget As of December 31, 2014* | |
|---|---|
| Estimated Revenues | $ 24,089,460 |
| One-time Funding | $ 905,000 |
| Reserve Funding | $ 210,024 |
| Total Funding Sources | $ 25,204,484 |
| Budgeted Expenditures | ($26,533,278) |
| | |

| | |
|---|---|
| Net Operating Surplus/(Deficit) | ($ 1,328,794) |

This operating deficit has been funded from the 2013-2014 fiscal year surplus of $2,115,280.

**MID-YEAR ANALYSIS**

To best ensure that the City is on track with the currently adopted budget, and to review the City's current revenue situation, the City Council conducts a mid-year budget review. The purpose of the mid-year budget review is to present the latest information that we have available to the City Council, to enable the Council to make budget adjustments dictated by changed circumstances and in the best interests of the community. This is important timing because by mid-February the City's revenue picture is clearer than it has been in previous months.

The annual mid-year review is the formal half-year report to the City Council on the status of the Budget. It involves a review of the revenue estimates used to develop the Adopted 2014-2015 Budget, comparing the estimated revenue to actual revenues received through January 31st. In addition, the mid-year review considers actual expenditures to date and additional unanticipated expenditures that have arisen since the budget was adopted.

**Revenues:**
Financially speaking, to-date, the City has had a good year. Our expenditures have been somewhat higher than anticipated. The revenues have far exceeded the estimates in the original budget. We anticipated an improvement in the economy during the 2014-2015 fiscal year. Therefore some revenue increases were included in the 2014-2015 Adopted Budget. However, the increase in revenues has surpassed the estimated increases that were part of the Adopted Budget.

The key revenue sources to the City's General Fund are Sales Tax, Property Tax, Transaction Tax, Transient Occupancy Tax (TOT), and Utility User Tax (UUT). These five revenues account for 81%, approximately $16 million, of the General Fund revenues.

The largest revenue source in the General Fund is the **Sales tax** which is derived from the 1% sales tax applied to all taxable sales in the City. The majority, approximately 50%, of taxable goods sold in Seaside continues to be motor vehicles sold within the City's Auto Center. There have been increases in our sales tax collections for auto sales during the first half of the fiscal year which reflects an improving economic outlook. The July, August, September 2014 quarter showed significant auto sales and the related sales tax collections. With the improvement in the economy and the incentives that the auto dealers offered, there continues to be strong car sales. The third quarter (July through September) shows a growth rate from the same quarter in 2013 of 6%. This is the leveling in car sales that we anticipated. The 2014-2015 estimate of sales tax was $6,185,000. This estimate was a little high and it should be decreased by $60,000, to $6,125,000.

**Transactions tax** is 1% transactions tax applied to taxable goods sold within the City. (Auto sales are handled differently under the transactions tax rules.) The transactions tax estimate was $3,573,000 for 2014-2015. This estimate can be increased by 2%, or $70,000.

**Property tax revenues** are also a significant source of revenue to the City of Seaside. There have been changes to the City's property tax collections in the last couple of years due to the dissolution of the former Redevelopment Agency. There are two new revenues in the category of property taxes. This has had a significant unanticipated beneficial impact on the 2014-2015 Budget.

There is a new revenue stream coming from the dissolution process; it is referred to as residual property tax. Residual property tax is distributed by the County of Monterey based on the following process: Property taxes continue to be collected and allocated to the former redevelopment agency project areas based on the redevelopment property tax formulas. The Successor Agency prepares Recognized Obligation Payment Schedules every six months and receives a distribution from the County to pay the approved obligations. After this amount has been paid there is residual property taxes left over. This residual amount is distributed to all the affected taxing entities based on the standard property tax distribution formula; the City of Seaside receives approximately 22% of this residual. In 2014-2015, the City's portion is expected to be $1,200,000. Based on prior year's collections, staff had budgeted $500,000. Therefore this mid-year analysis is proposing a $700,000 increase in this revenue.

The collection of these funds has fluctuated over the last two years and it is expected that there will continue to be fluctuations in this revenue as the dissolution process continues and if and when, new dissolution law is implemented. It is anticipated that approximately $1,000,000 of this revenue stream will be included in the 2015-2016 through 2018-2019 budgets. As new legislation or other changes occur, this revenue stream will be closely watched to maintain the accuracy of budgeted amounts going forward.

Another new revenue that has occurred with the redevelopment dissolution is property tax pass-throughs. Therefore this mid-year analysis is proposing a $175,000 increase in this revenue.

The estimate for regular property tax collections is $1,651,000. The estimate for property tax revenue appears to be correct based on the December collections.

The estimate for Vehicle License Fee In-Lieu is $2,650,000. This estimate is proposed to be increased by $180,000 based on the mid-year analysis.

Another key General Fund revenue is the **Transient Occupancy Tax (TOT)**, which is a 12% tax applied to all hotel/motel room rentals in the City. This revenue is subject to the fluctuations of the economy, and we have seen an increase in collections as the economy has improved. The 2014-2015 TOT estimate is $2.52 million. The review of collections to-date suggests a proposed increase of $200,000.

The **Utility User Tax (UUT)**, a 6% tax on Electric, Gas, Telephone, Water and Cable bills, is another important General Fund revenue. The UUT is one of the City's more stable revenues; it does not fluctuate dramatically from year-to-year. The UUT collections are essential to maintaining City service levels. The budgeted estimate for the 2014-2015 fiscal year is $2.384 million. This appears to be high and a decrease of $70,000 is proposed.

Other important General Fund revenues, such as fees for development applications and new construction were reviewed. Two accounts are proposed to be increased due to increased activity. Electrical permits are proposed to be increased by $35,000 and use permits are proposed to be increased by $10,000.

Several other accounts are proposed to be adjusted: SB90 (mandated costs) reimbursements is to be increased by $40,000 due to Governor's action to pay outstanding mandated cost claims. Each agency was allocated a payment in fiscal 2014-2015; the City of Seaside received $71,000. Contract reimbursements for Police and Fire are proposed to be increased by $50,000 and $40,000 respectively. The contract for Chief services continues with the City of Pacific Grove and the Fire Department OES Strike Team participated in more wildland fire responses this year and the related revenue exceeded the estimates.

**Summary of General Fund revenue increases:**

| | |
|---|---|
| Property Tax and related tax increases | $1,055,000 |
| Sales and transaction tax adjustments | $ 10,000 |
| Transient Occupancy tax | $ 200,000 |
| All other net adjustments | $ 170,000 |
| | |
| **Total General Fund revenue increases** | **$1,435,000** |

Exhibit A provides an overview of the General Fund revenues received to date as compared to the estimated revenues and Exhibit B provides the detail of all General Fund and Other Fund revenue increases.

**Expenditures:**

The 2014-2015 Adjusted Budget reflects cost saving measures implemented during the recession years, but now includes some of the increases that the City Council has been able to implement with the improvement in the economy. These include matching funds for Police, Fire and Resource Management grants, the adopted Memorandums of Understanding with all the labor groups, and the increased staffing for the Police Department.

As of December 31, 2014, there are several items that were not anticipated at Budget adoption that need to be included or increased in the 2014-2015 Budget at this time. Exhibit C provides an overview of the General Fund expenditures to-date as compared to the 2014-2015 adopted appropriations. A detailed list of all proposed expenditure increases and decreases is available in Exhibit D.

Below is a summary of the expenditure increases and decreases by department and by expenditure type. The most significant changes in General Fund operating expenditures are due to the increased overtime expense in the Police Department for the Proactive Detail, increased overtime in the Fire Department due to vacancies, and an increase in Public Works subcontract work due to unexpected costs for the swimming pool heater and the City Hall HVAC system.

**EXPENDITURE CHANGES SUMMARY**

| **Expenditure Changes by Department** | **Increase (Decrease)** | **Explanation** |
|---|---|---|
| City Council | **1,500** | Travel – New Councilmember |
| Boards & Commissions | **3,000** | City Birthday |
| City Manager | **5,000** | Solid Waste Study |
| City Clerk | **8,000** | Computer costs |
| Personnel | **5,000** | Police and fire exams |
| Finance | **16,000** | Bank fees |
| Police | **211,939** | Overtime, part-time, equipment, other |
| Fire | **110,000** | Overtime, salaries |
| Resource Management | **110,855** | Subcontract, consultant, other |
| Recreation | **33,500** | Janitorial, City Birthday |
| | | |
| **TOTALS** | **$504,794** | |

The net impact to the General Fund from the revenue increases and the expenditure increases is as follows:

- **$1,435,000 Total General Fund proposed net revenue increases**
- **$ 504,794 Total General Fund proposed net expenditure increases**
- **$ 930,206 Proposed Net General Fund Adjustments**

| *2014-2015 General Fund Adjusted Budget After Mid-year Proposed Adjustments* | |
|---|---|
| Estimated Revenues | $ 25,524,460 |
| One-time Funding | $ 905,000 |
| Reserve Funding | $ 210,024 |
| Funding from 2013-2014 surplus | $ 1,328,794 |
| Total Funding Sources | $ 27,968,278 |
| Budgeted Expenditures | ( $27,038,072) |
| | |
| Net Operating Surplus/(Deficit) | $ 930,206 |

## RESERVES

In accordance with Section 3.12 of the City of Seaside Municipal Code (attached as Exhibit E), the minimum General Fund reserves are to be as follows:

| | | |
|---|---|---|
| Capital Reserve (3.12.010) | 5% | $1,352,904 |
| Special Reserve (3.12.020) | 10% | $2,703,807 |
| Emergency Reserve (3.12.030) | 15% | $4,056,711 |
| Total established reserves at year end | 30% | $8,113,422 |

% = percentage of current operating expenditures

During the difficult budget years of the Great Recession, with greatly reduced revenues, the City had no choice but to utilize previously accumulated reserves to continue to deliver necessary and critical services to our citizens.

Since that time we have made progress on rebuilding the City's reserves, but have not as yet obtained City Council established reserve levels.

Actual Reserves as of December 31, 2014:

| | |
|---|---|
| Capital Reserve (3.12.010) | $ 618,425 |
| Special Reserve (3.12.020) | $1,236,849 |
| Emergency Reserve (3.12.030) | $1,857,131 |
| Total reserves at December 31, 2014 | $3,714,405 |

If circumstances permit during this mid-year budget review, and during the forthcoming budget preparation, consideration and approval season, it is desirable that the City build up its financial reserves on a continuing basis, to provide greater financial strength to the City. It is suggested that the City Council consider setting aside $400,000 of the $930,000 excess mid-year revenues into the City's General Fund reserves.

As the City Council is well-aware, there is also the need to set aside as much money as possible to meet the City's infrastructure and facility needs, in part accomplished by building up the City's reserves.

## OTHER ITEMS FOR CONSIDERATION

During the budget considerations prior to adoption of the 2014-2015 Budget, the City Council approved the position allocation and job description of a full-time Recreation Supervisor, to assist the Recreation Division Manager. However due to financial uncertainties at that time, the position was approved, but it was not funded. The need for this position is as critical as ever, and it is recommended at this time that the position be funded, which will permit the recruitment and hiring of this position. This is estimated to be an annual cost to the General Fund of $100,000. For the balance of the 2014-2015 fiscal year, it is estimated to have a cost of $14,000.

A coalition of Monterey Peninsula Cities, led by Pacific Grove and Monterey, developed a Peninsula Cities Fund to more effectively deal with the homeless issues that all the Peninsula Cities are experiencing. The coalition has done this by reviewing requests from various providers of services to the homeless population, and awarding grants to those agencies deemed to have the best proposals and who are providing the most assistance. Although last budget season the City was unable to make a financial contribution, the City has been represented in this process with the other Peninsula Cities by Councilmember Pacheco.

Last June, the City Council was presented with four alternatives to help fund the coalition:

1. $33,534 contribution representing $1 for each citizen of the City (requested), or
2. Half that amount ($16,767), or
3. A quarter of that amount ($8,384), or
4. No contribution at that time.

A third item has been presented for further consideration. The proposal is for a management and staffing study with an estimated cost of $40,000. The management and staffing study will evaluate the organizational and management structures of the City Manager, Administrative Services, and Resource Management Departments. Some of the potential areas of review are anticipated to include how to improve efficiency and/or reduce redundancy and how to meet the current demand for services given the workload and utilization of existing staff. The evaluation of each area will include prioritized recommendations for improvement along with any costs and/or cost savings associated with each recommendation.

These items are subjects for City Council consideration and possible decision.

## <u>OTHER FUNDS</u>

In addition to the General Fund, the budget includes funds from a range of restricted sources that are used to provide specific services, including funds from the Federal Community Development Act (CDBG); Gas Tax; Storm Water Maintenance Fund; and the Seaside Municipal Water System (Water Fund).

**Community Development Block Grant (CDBG) Fund:**

The revenues in this fund come from grants from the Federal Community Development Act. CDGB funds are restricted to the revitalization of low and moderate-income areas of the City. In addition, the City of Seaside CDBG Fund receives income from the Embassy Suites rental and principal and interest income from several loan programs. Estimated grant revenue for 2014-2015 is $510,929 plus $116,300 of other funding and funding carried over from the prior year.

CDBG expenditures for 2014-2015 are budgeted to be $1,137,948. The funds are budgeted for public service programs, commercial and housing rehabilitation programs, City Parks and Streets and continuation of the West Broadway Urban Village project, which is one of the City's strategic economic development priorities.

No adjustments are proposed for this fund.

**Streets Fund:**
Streets Fund revenues are collected by the State from gas sales. They are then distributed by the State to cities and counties based on population. Adjusted Gas Tax revenues are estimated to be $997,525 during the 2014-2015 budget year, an increase of $122,855from the original estimate. Gas tax fund expenditures are projected to be $2,709,385 for the 2014-2015 year. Clearly, although Public Works tries to control the costs of street maintenance, gas tax collections do not cover the costs of street expenditures. Therefore, the cost of street maintenance will require the General Fund to transfer approximately $589,848 (proposed reduction due to the revenue increase of $122,855) and $313,088 from CDBG in 2014-2015 to cover the difference between funding received from the State and the costs of street maintenance.

**Storm Water Maintenance Fund:**
This fund was established to account for revenues and expenditures related to the operation and maintenance of the City's storm drain and storm water management system. In order to comply with Federal and State Clean Water Standards, the City will be required to improve and manage the Storm water system, including complying with NPDES Phase II permit. Without the establishment of a fee structure to cover the costs of the mandated storm water management, the City's General Fund will have to pay these costs. Approximately $745,478 (a proposed increase of $121,018 from the original adopted budget) has been budgeted from the General Fund to cover Storm Water costs in 2014-2015, recognizing that the City should be doing more but is limited by staffing and financial resources.

**Water Fund:**
The Water Fund receives revenues from user charges based on water usage. All expenditures for the operation of the water system including maintenance, capital outlay, debt service, and depreciation are charged to this fund. The Water Fund budgeted expenditures are $1,249,449. The water receipts are estimated to be $845,000 for the 2014-2015 budget year. There is sufficient fund balance in the Water Fund to absorb this deficit, however, in fiscal 2014-2015, the costs in the Water Fund will need careful review, and a possible raise in rates if a fund deficit is to be avoided.

No adjustments are proposed for this fund.

## CITY MANAGER COMMENTS

I would like to thank the City departments for being careful stewards of the public's money and, in particular, Daphne Hodgson, Deputy City Manager-Administrative Services, and Lisa Saldana, Financial Services Manager and those in the department who assisted in putting together this mid-year budget review.

## ATTACHMENTS

1. 2014-2015 Mid-year Budget Review Resolution
2. Exhibit A, an overview of the 2014-2015 General Fund revenues
3. Exhibit B, a detailed list of proposed revenue adjustments

---

4. Exhibit C, an overview of 2014-2015 General Fund expenditures
5. Exhibit D, a detailed list of proposed expenditure adjustments
6. Exhibit E, Reserve Policy, Section 3.12 Seaside Municipal Code

---

Reviewed for Submission to the
City Council by:

____________________________________
John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING THE ANNUAL MID-YEAR BUDGET REVIEW AND PROPOSED CHANGES TO THE BUDGET OF THE CITY OF SEASIDE FOR THE FISCAL YEAR 2014-2015**

**WHEREAS**, the City Council of the City of Seaside reviewed and adopted the 2014-2015 Annual Operating Budget on June 19, 2014; and

**WHEREAS**, the City Council conducts an annual mid-year review of the Operating Budget; and

**WHEREAS**, the City Council of the City of Seaside has considered the Mid-Year Review and the Proposed changes to 2014-2015 Annual Budget; and

**WHEREAS**, the City Council is required to approve changes to the 2014-2015 Operating Budget by resolution.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Seaside adopts the proposed modifications to the 2014-2015 Operating Budget, as detailed in Exhibits B and D, attached, as may be modified and incorporated by staff, as authorized.

**PASSED AND ADOPTED** at a meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2015 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

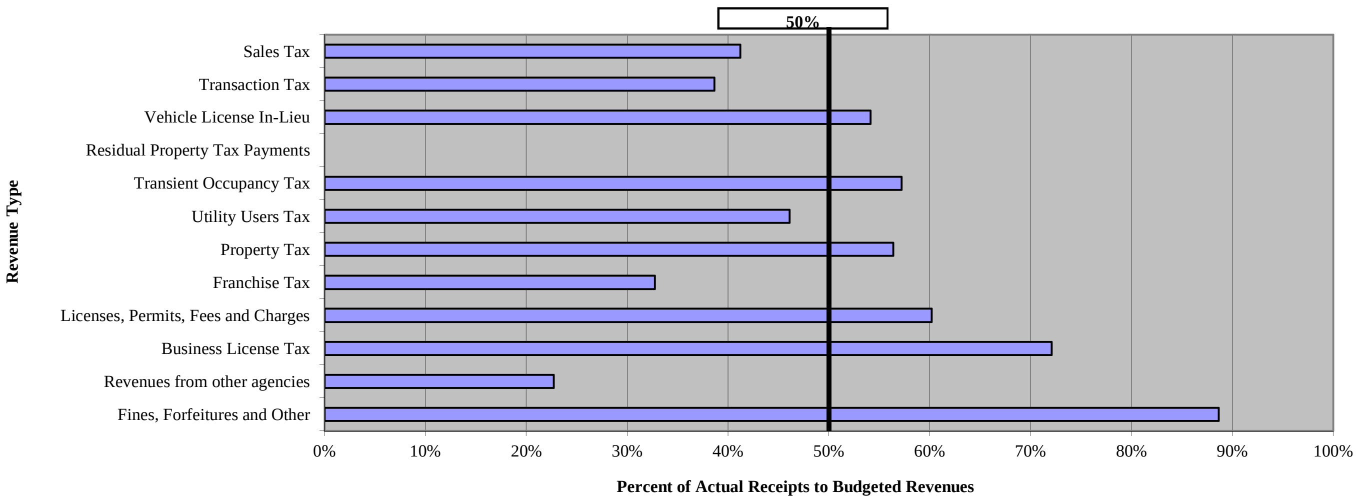
Lesley Milton
City Clerk - City of Seaside

**Exhibit A**

# CITY OF SEASIDE
# 2014-2015
# REVENUE ANALYSIS

## GENERAL FUND

### 50% of the year completed




| Revenue Type | 2014/2015 Revised Budget | Actual received through December 31, 2014 | % of budgeted revenues received | Estimated revenues through year-end with proposed adjustments | Change in Budget |
|---|---|---|---|---|---|
| Sales Tax | $ 6,185,000 | $ 2,549,413 | 41% | $ 6,125,000 | $ (60,000) |
| Transaction Tax | $ 3,573,000 | $ 1,380,260 | 39% | $ 3,643,000 | $ 70,000 |
| Vehicle License In-Lieu | $ 2,650,000 | $ 1,434,099 | 54% | $ 2,830,000 | $ 180,000 |
| Residual Property Tax Payments | $ 500,000 | $ - | 0% | $ 1,200,000 | $ 700,000 |
| Property Tax | $ 1,651,000 | $ 930,641 | 56% | $ 1,826,000 | $ 175,000 |
| Transient Occupancy Tax | $ 2,520,000 | $ 1,441,530 | 57% | $ 2,720,000 | $ 200,000 |
| Utility Users Tax | $ 2,384,000 | $ 1,098,925 | 46% | $ 2,314,000 | $ (70,000) |
| Franchise Tax | $ 1,255,000 | $ 410,949 | 33% | $ 1,270,000 | $ 15,000 |
| Licenses, Permits, Fees and Charges | $ 1,069,820 | $ 643,875 | 60% | $ 1,114,820 | $ 45,000 |
| Business License Tax | $ 570,000 | $ 410,896 | 72% | $ 620,000 | $ 50,000 |
| Revenues from other agencies | $ 561,725 | $ 127,678 | 23% | $ 601,725 | $ 40,000 |
| Fines, Forfeitures and Other | $ 1,169,915 | $ 1,036,974 | 89% | $ 1,259,915 | $ 90,000 |
| | $ 24,089,460 | $ 11,465,240 | 48% | $ 25,524,460 | $ 1,435,000 |

**EXHIBIT B**

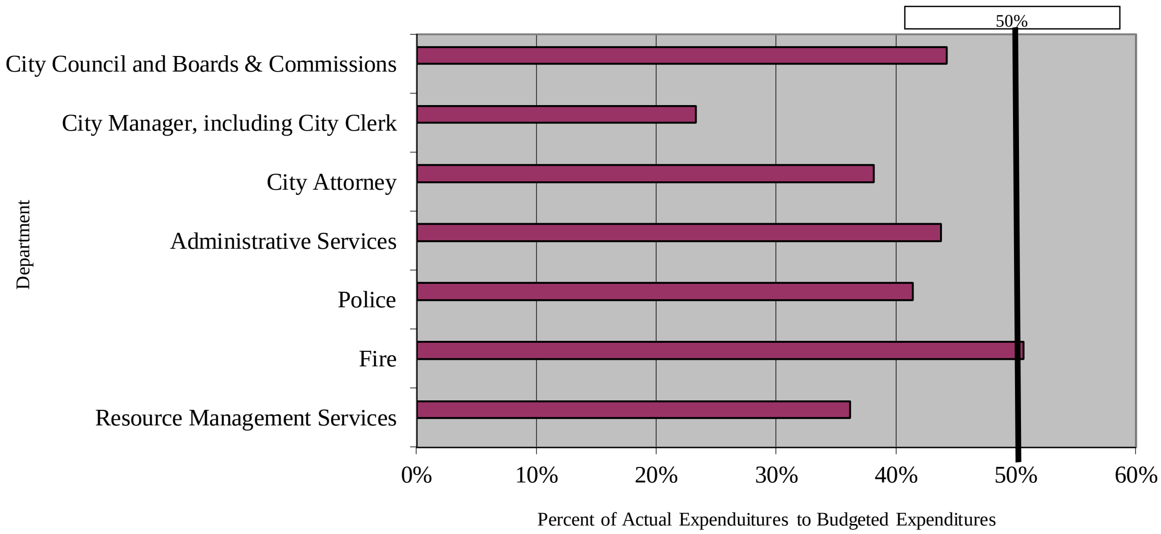
## CITY OF SEASIDE
## 2014-2015 MID YEAR BUDGET REVIEW
## REVENUES

| Account Number | Account Name | | (Decrease) Increase |
|---|---|---|---|
| **GENERAL FUND:** | | | |
| 100-3105 | Vehicle License Fee In-Lieu | $ | 180,000 |
| 100-3106 | Property Tax Pass-throughs | $ | 175,000 |
| 100-3110 | Residual RDA Property Tax | $ | 700,000 |
| 100-3111 | Transactions Tax | $ | 70,000 |
| 100-3121 | Sales and Use Tax | $ | (60,000) |
| 100-3122 | Transient Occupancy Tax | $ | 200,000 |
| 100-3124 | Franchise - television | $ | 15,000 |
| 100-3128 | Business License Tax | $ | 50,000 |
| 100-3131 | UUT - electricity and gas | $ | (50,000) |
| 100-3132 | UUT - telephone | $ | (20,000) |
| 100-3133 | UUT - water | $ | (30,000) |
| 100-3135 | UUT - cable | $ | 30,000 |
| 100-3212 | Electrical Permits | $ | 35,000 |
| 100-3225 | Use permits | $ | 10,000 |
| 100-3506 | SB90 Reimbursements | $ | 40,000 |
| 100-3765 | Reimbursements - Police | $ | 50,000 |
| 100-3766 | Reimbursements - Fire | $ | 40,000 |
| **GENERAL FUND TOTAL:** | | **$** | **1,435,000** |
| **OTHER FUNDS:** | | | |
| LAGUNA GRANDE PARKING FUND | | | |
| 103-3994 | Transfer in from General Fund | $ | 12,750 |
| OFFICE OF TRAFFIC SAFETY FUND | | | |
| 201-3541 | OTS Grant revenue | $ | 18,798 |
| STREET FUND | | | |
| 210-3994 | General Fund Transfer In | $ | (122,855) |
| 210-3503 | Gas Taxes from the State | $ | 122,855 |
| STORMWATER FUND | | | |
| 271-3999 | Transfer in from the General Fund | | 121,460 |
| SUCCESSOR AGENCY FUNDS | | | |
| 962-3994 | Transfer in | $ | 1,800 |

**Exhibit C**

**CITY OF SEASIDE**
**2014-2015**
**BUDGET ANALYSIS**

**GENERAL FUND**
**EXPENDITURES**
**50% of the year completed**




| Department | 2014-2015 Revised Budget | Actual year-to-date expenditures through December 31, 2014 | % of actual expenditures to budgeted expenditures | Estimated expenditures through year-end with proposed adjustments | Change in Budget |
|---|---|---|---|---|---|
| City Council and Boards & Commissions | $ 376,697 | $ 166,521 | 44% | $ 381,197 | $ 4,500 |
| City Manager, including City Clerk | $ 1,150,095 | $ 267,749 | 23% | $ 1,163,095 | $ 13,000 |
| City Attorney | $ 457,338 | $ 174,436 | 38% | $ 457,338 | $ - |
| Administrative Services, including Personnel | $ 1,555,700 | $ 680,614 | 44% | $ 1,576,700 | $ 21,000 |
| Police | $ 11,881,528 | $ 4,917,295 | 41% | $ 12,093,467 | $ 211,939 |
| Fire | $ 5,412,353 | $ 2,740,745 | 51% | $ 5,522,353 | $ 110,000 |
| Resource Management, w/ Commty Development | $ 5,144,697 | $ 1,860,182 | 36% | $ 5,255,552 | $ 110,855 |
| Resource Management - Recreation | $ 1,579,005 | $ 757,590 | 48% | $ 1,612,505 | $ 33,500 |
| Charges Out | $ (1,024,135) | $ (512,067) | 50% | $ (1,024,135) | $ - |
| | $ 26,533,278 | $ 11,053,065 | 42% | $ 27,038,072 | $ 504,794 |

**EXHIBIT D**

## CITY OF SEASIDE
## 2014-2015 MID YEAR BUDGET REVIEW
## EXPENDITURE ADJUSTMENTS

| Account Number | Account Name | Expenditures (Decrease) Increase |
|---|---|---|
| **GENERAL FUND:** | | |
| CITY COUNCIL | | |
| 100-0-1010-4120 | Travel - New Councilmember | 1,500 |
| BOARDS AND COMMISSIONS | | |
| 100-0-3120-7171 | Art Commision for City Birthday expenses | 3,000 |
| CITY MANAGER | | |
| 100-0-2010-1030 | Consultant for Solid Waste Study | 5,000 |
| CITY CLERK | | |
| 100-0-2021-3102 | Computer Supplies for agenda management program | 8,000 |
| PERSONNEL | | |
| 100-0-2031-2065 | Police & Fire exams | 5,000 |
| FINANCE | | |
| 100-0-5110-2074 | Bank Fees for increased credit card user charges | 16,000 |
| POLICE: | | |
| POLICE ADMINISTRATION | | |
| 100-0-6110-0020 | Part-time Wages for Records Techs to fill positions on leave | 16,000 |
| 100-0-6110-1027 | Background investigations for new and replcement positions | 10,000 |
| 100-0-6110-1028 | Computer programming for CrimeReports and County IT charges | 8,000 |
| 100-0-6110-8187 | Department equipment various required upgrades | 30,159 |
| POLICE PATROL | | |
| 100-0-6120-0002 | Overtime for Proactive Detail | 142,000 |
| 100-0-6120-8187 | Department Equipment - report writing room chairs | 5,780 |
| | TOTAL POLICE | 211,939 |
| FIRE: | | |
| FIRE OPERATIONS | | |
| 100-0-6640-0002 | Overtime | 72,000 |
| 100-0-6640-0008 | Operational compensation | 8,000 |
| FIRE OES | | |
| 100-0-6690-0001 | Salaries fire strike teams - offset by $40,000 of revenue increases | 30,000 |
| | TOTAL FIRE | 110,000 |
| RMS: | | |
| RMS BUILIDING | | |
| 100-0-7210-2073 | Sub Contract - due to increased building activity, offset by additional electrical permit revenues | 10,000 |
| RMS COMMUNITY AND ECONOMIC DEVELOPMENT | | |
| 100-0-7410-1030 | Consultant marketing and other studies - offset by salary savings in the community development division | 25,000 |
| 100-0-7410-3095 | Consumables for furniture for new employee - offset by salary savings in the planning division | 10,000 |
| RMS - TRANSFERS | | |
| 100-0-8110-9996 | Transfer to Laguna Grande Parking for unallowable contract costs | 12,750 |
| 100-0-8110-9998 | Transfer to Stormwater due to increased costs | 121,460 |
| 100-0-8110-9999 | Transfer to Streets (change in gas tax revenue estimates) | (122,855) |
| RMS GOVT BUILDINGS | | |
| 100-0-8310-2043 | Temporary contract services - to Rec janitorial | (1,000) |
| 100-0-8310-2073 | Subcontracted work for unexpected work - pool heater and City Hall HVAC | 60,000 |
| 100-0-8310-2085 | Property expenses - to Rec janitorial | (5,000) |
| 100-0-8310-3095 | Consumables - to Rec janitorial | (2,000) |
| RMS PARKS FACILITIES | | |
| 100-0-8420-2087 | Equipment rental - to Rec janitorial | (500) |
| 100-0-8420-3093 | Janitorial - to Rec janitorial | (500) |
| 100-0-8420-3099 | Chemicals - to Rec janitorial | (500) |
| 100-0-8420-3107 | Tools - to Rec janitorial | (500) |

| | | |
|---|---|---|
| RMS COMMUNITY PROJECTS | | |
| 100-0-8430-0001 | Salaries, transfer from irrigation and trees | 15,000 |
| 100-0-8430-2073 | Subcontracted work | 10,000 |
| | | |
| RMS IRRIGATION | | |
| 100-0-8440-0001 | Salaries, transfer to community projects | (10,000) |
| 100-0-8440-0001 | Salaries, transfer to Rec janitorial | (3,000) |
| | | |
| RMS TREES | | |
| 100-0-8450-0001 | Salaries, transfer to community projects | (5,000) |
| 100-0-8450-0001 | Salaries, transfer to Rec janitorial | (2,000) |
| 100-0-8450-3095 | Consumables, transfer to Rec janitorial | (500) |
| | | |
| | TOTAL RMS | 110,855 |
| | | |
| RECREATION - ADMINISTRATION | | |
| 100-0-9100-3095 | Janitorial, from RMS | 20,000 |
| | | |
| RECREATION - COMMUNITY CENTER | | |
| 100-0-9200-7172 | City Birthday | 13,500 |
| | | |
| | TOTAL RECREATION | 33,500 |
| | | |
| **GENERAL FUND NET EXPENDITURE INCREASES** | | **504,794** |
| | | |
| **OTHER FUNDS:** | | |
| STREET FUND | | |
| 210-0-8110-3095 | Consumables, to Rec janitorial | (4,500) |
| | | |
| INSURANCE FUND | | |
| 502-0-5120-2097 | Tail claims expense - not posted at budget adoption | 200,000 |
| 502-0-5120-2090 | Insurance - Ft. Ord liability insurance, 14/15 payment | 25,000 |
| | | |
| SUCCESSOR AGENCY FUNDS | | |
| 961-0-9610-1022 | Legal services - dissolution expense | (5,000) |
| 961-0-9610-1030 | Consultant - dissolution expense | 11,500 |
| 961-0-9610-1041 | Property taxes/assessments - dissolution expense | (2,500) |
| 961-0-9610-9625 | Long range property management plan consultant - dissolution expense | (4,000) |
| | NET | 0 |
| | | |
| 962-0-9610-9605 | Interest expense - offset by transfer in | 1,800 |
| | | |
| 971-0-9710-1022 | Legal services - dissolution expense | (5,000) |
| 971-0-9710-1030 | Consultant - dissolution expense | 9,500 |
| 971-0-9710-1041 | Property taxes/assessments - dissolution expense | (500) |
| 971-0-9710-9625 | Long range property management plan consultant - dissolution expense | (4,000) |
| | NET | 0 |
| | | |
| 972-0-9710-9804 | 2003 bond interest expense | (277,625) |
| 972-0-9710-9805 | Cost of issuance | 188,300 |
| 972-0-9710-9809 | 2014 bond interest expense | 43,000 |
| | NET - offset by bond proceeds | (46,325) |

**Exhibit E**
**City of Seaside**
**Municipal Code**
**Reserves**

## 3.12.010 Capital reserve.

Pursuant to Section 3.08.010, a capital reserve is established. The capital reserve is to be used to fund capital purchases or projects. This reserve is funded by the city council setting aside funds to be deposited into this reserve. This fund should have a year end balance of not less than five percent of operating expenditures.

*(Ord. 705, 1986: Ord. 597 § 3(part), 1982: prior code § 3-202).*

*(Ord. No. 1000, § 2, 5-5-2011)*

## 3.12.020 Special reserve.

The special reserve is established to be used for extraordinary items that may arise from time to time. This reserve is funded by the city council setting aside funds to be deposited into this reserve. This fund should have a year end balance of not less than ten percent of operating expenditures.

*(Ord. 597 § 3(part), 1982: prior code § 3-203).*

*(Ord. No. 1000, § 2, 5-5-2011)*

## 3.12.030 Emergency reserve.

An emergency/contingency reserve is established. The emergency/contingency reserve will be maintained to have a year-end minimum balance of not less than fifteen percent of any given year's general fund operating expenditures; at each year end the reserve should have not less than fifteen percent of the year's operating expenditures. This reserve is to be used for non-budgeted emergencies that may occur, including weather emergencies, economic emergencies, equipment breakdown emergencies, and other unforeseen emergencies.

*(Ord. 597 § 3(part), 1982: prior code § 3-204).*

*(Ord. No. 1000, § 2, 5-5-2011)*

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 13.A.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Roberta Greathouse, Human Resources Manager
Daphne Hodgson, Deputy City Manager Administrative Services

**DATE:** February 19, 2015

**SUBJECT:** **RESOLUTION ADOPTING AN AMENDMENT TO THE COMPREHENSIVE LISTING OF PERSONNEL BENEFITS FOR NON-REPRESENTED EXEMPT CONFIDENTIAL MANAGEMENT EMPLOYEES**

---

## PURPOSE

The purpose of this item is to request the City Council adopt a resolution amending the comprehensive listing of personnel benefits, which sets forth the pay and benefits for the non-represented confidential exempt management employees.

## RECOMMENDATION

It is recommended that the City Council adopt the resolution amending the comprehensive list of personnel benefits for the confidential exempt management employees.

## BACKGROUND

As of February 5, 2015, the City Council has adopted Memoranda of Understanding with all labor Associations. The only employees outstanding are the unrepresented employees, including the Confidential Exempt management employees. The City's Confidential Managers are designated confidential under the City's Employer-Employee Relations Procedure because they, in the regular course of their duties, have access to or possess information related to the City's employee-employer relations. There are three confidential managers employees, the Financial Services Manager, the Human Resources Manager, and the Information Services Coordinator.

As with prior years, it is the Council's desire to provide comparable adjustments to the unrepresented employees as provided to the other employees.

The following adjustments to the listing of benefits will occur on January 1, 2015:

1. Term: 2 years expiring on December 31, 2016

2. Salary Increases:

a. Effective the first pay period following January 1, 2015, Confidential Managers will receive a 3% salary increase.

b. Effective the first pay period following January 1, 2016, Confidential Managers will receive a 2.5% salary increase.

3. Elimination of Sick Leave Conversion Program: Section 4(B)4 Sick Leave Conversion: The sick leave conversion program shall be permanently eliminated.

4. Holidays: Section 4(D)1, the City paid holidays of Lincoln's birthday, the 12th day of February and Admission Day, the 9th day of September shall be permanently eliminated.

5. Language not Proposed to be Changed: Remains status quo.

**FISCAL IMPACT**

The fiscal impact for Fiscal Year 2014-2015 is:

| | |
|---|---|
| Salary Increase: | $ 6,268 |
| Eliminate Sick Conversion: | ($ 0 ) |
| Eliminate Two Holidays: | ($1,307) |
| Total: | $4,691 |

The fiscal impact for Fiscal Year 2015-2016 will be:

| | |
|---|---|
| Salary Increase: | $17,759 |
| Eliminate Sick Conversion: | ($5,228) |
| Eliminate Two Holidays: | ($2,614) |
| Total: | $ 9,917 |

The on-going Fiscal Impact will be:

| | |
|---|---|
| Salary Increase: | $22,982 |
| Eliminate Sick Conversion: | ($5,228) |
| Eliminate Two Holidays: | ($2,614) |
| Total: | $15,140 |

**ATTACHMENTS**

1. Draft Resolution
2. Exempt Listing of Benefits

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**A RESOLUTION ADOPTING AN AMENDMENT TO THE COMPREHENSIVE LISTING OF PERSONNEL BENEFITS FOR NON-REPRESENTED EXEMPT CONFIDENTIAL EMPLOYEES**

**WHEREAS**, the Seaside Management Employees Association has been modified to designate Exempt Confidential Employees in accordance with Resolution No. 01-28 City of Seaside Employee-Employer Relations Procedure; and

**WHEREAS,** the City Manager recommends that they receive pay and benefits comparable to the other similarly situated employees.

**NOW, THEREFORE, BE IT RESOLVED,** that the attached Comprehensive Listing of Personnel Benefits for Non-represented Exempt Confidential Employees shall be effective as stated therein; and

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February 2015.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

______________________________
Ralph Rubio, Mayor

ATTEST:

______________________________
Lesley E. Milton, City Clerk

# Comprehensive Listing of Personnel Benefits

# Confidential Exempt Employees

## January 1, 2015 – December 31, 2016

**COMPREHENSIVE LISTING OF PERSONNEL BENEFITS –
CONFIDENTIAL EXEMPT EMPLOYEES
January 1, 2015 – December 31, 2016**

COMPREHENSIVE LISTING OF PERSONEL BENEFITS –
CONFIDENTIAL EXEMPT EMPLOYEES
**January 1, 2015 – December 31, 2016**

## SECTION 1: TERM

The provisions of the listing of personnel benefits for confidential exempt employees shall become effective January 1, 2015, and shall remain in effect for a period terminating on December 31, 2016.

## SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

### A. Direct Pay for Services:

1. ***Salary Adjustments:***
   a. A 3% base salary adjustment shall occur the first pay period in January 2015
   b. A 2.5% base salary adjustment shall occur the first pay period in January 2016.

2. ***Longevity Pay:***
   Employees with ten or more years of service shall receive 2.5% longevity.

### B. Special Pay

1. ***Spanish Bilingual Pay:***
   a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City in conjunction with the Defense Language Institute standards;

   b. Employee must pass either the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.

   c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use the Defense Language Institute.

2. ***Additional Pay for Additional Duties***
   When a non-represented exempt confidential employee assumes duties and responsibilities beyond existing job classification, City Manager may institute performance pay equivalent to one-half (1/2) or one (1) full step.

3. ***Additional Pay for Temporarily Assuming Supervisor's Position***
   a. A pay increase not to exceed one step may be paid to an employee temporarily filling a supervisor's position while the supervisor's position is vacant. The determination of vacancy will be based upon recommendation by the Department Head to the City Manager.

b. The increased pay will not be paid in any case unless a supervisor vacancy is the result of sickness, resignation, or termination.

c. The increased pay will not be paid when the supervisor is on vacation.

d. The increased pay will not be paid for the first thirty calendar days of the vacancy as determined above.

e. “Supervisor” is defined narrowly and means only the person to whom the employee is responsible on a continuing basis.

***4. Annual Performance Pay***

The City Manager is authorized to grant annual step increases to confidential exempt employees who exceed expectations in the achievement of established performance goals and objectives. The authorized increase ranges from zero to one full step increase (up to 5%), depending upon the performance of the employee under consideration for salary increase. This gives the City Manager flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)

**C. Administration of Pay Plan:**

***1. Anniversary Date***

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

***2. Salary Ranges***

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

   i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

   ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

## SECTION 3: BENEFITS

### A. Retirement:

#### *1. CalPERS*

a. Plan: CalPERS 2% @ 55

b. Employee Contribution: Represented employees will pay the 7.0% employee contribution to PERS.

c. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost will be $2 per month.

#### *2. PARS Supplemental Retirement Plan:*

a. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for all bargaining unit members hired on or before June 30, 2010.

b. Eligibility: Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

c. Contribution: The City will make the employee's contribution.

#### *3. Deferred Compensation:*

The City will pay up to one hundred dollars ($100) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

### B. Medical, Dental, and Vision Insurance:

Eligible employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

1. ***Contributions***

a. Bargaining unit employees will continue to pay their current contribution to medical premiums.

b. Employees with "employee only" level of coverage will pick up 100% of any increase in premiums up to a 10% increase. The City contribution to medical premiums shall remain at current levels unless increases exceed 10% whereupon the City will split the increase above 10% on a 50/50 basis.

c. For employees with "employee plus one" or "employee plus family" coverage, the City will split any increase 50/50.

d. The City will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

2. ***Retiree Medical:***

a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance.

b. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, which ever comes first.

c. Employee may cover dependents by paying the additional monthly premium.

d. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

**C. Life Insurance:**

The City will provide term life insurance for all confidential exempt employees in the amount of two times the employee's annual salary (minimum of $150,000.)

**D. Long-Term Disability:**

The City shall pay the cost of a long-term disability program.

**E. IRS Section 125 Plan:**

The City shall provide an Internal Revenue Code Section 125 Plan for unreimbursed medical expenses and dependent care expenses. The annual maximum is set by the IRS.

**F. Mileage Reimbursement:**

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon actual cost.

**G. Wellness Program:**

***1. Health Club Membership:***

The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible.

***2. City Recreation Facilities:***

Association employees and their families will have use of City recreation facilities at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

## SECTION 4: LEAVE PROVISIONS

**A. Vacations**

***1. Accrual:***

All regular employees, shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month of ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year.

f. During the twenty-fifth year and thereafter vacation will be earned at the rate of 16 2/3 hours per month or twenty-five (25) days per year.

2. ***Vacation and Holidays:***

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

3. ***Vacation Upon Termination:***

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
   i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

4. ***Maximum Accumulation:***

Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

5. ***Vacation Cash-Out:***

The City will allow confidential exempt employees to cash out 40 hours of accumulated vacation time before the end of the calendar year. Employees wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment will be made in the first paycheck of November of the calendar year following the notice of election of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

6. ***Compensation in Lieu of Time Off:***

   The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

7. ***Accumulation during OJI Leave:***

   An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

8. ***No Interruption of Accumulation:***

   No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

9. ***Vacation during Probation:***

   Newly hired management employees may use vacation leave.

**B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability**

1. ***Accrual:***

   Each confidential exempt employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. ***Physician's Certificate:***

   Such leave with pay can be granted only upon the approval of the Department Head in case of bonafide illness of an employee. Evidence may be required in the form of a physician's certificate or otherwise in determining the adequacy of the reasons for any employee's absence during the time for which sick leave is requested.

3. ***Illness/Injury During Vacation:***

   When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

4. ***Family Sick Leave:***

   Sick leave may be used for illness of an immediate family member. Immediate family shall be defined as parent, child, and spouse or domestic partner and shall include step and foster parents and children.

5. ***Bereavement Leave:***

   Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

C. **On-The-Job Injury Leave:**

1. ***Leave of Absence:***

Whenever an employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. ***Leave Accrual:***

An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.

3. ***Temporary Disability Benefits:***

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. ***Use of Accumulated Leaves:***

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

D. **Management Leave**

1. ***Annual Accrual:***

Management employees shall earn 40 hours of management leave per calendar year.

2. ***Initial Accrual:***

For newly hired employees (or employees promoted into the Association), the initial management leave bank shall be prorated according to the following schedule:

| | |
|---|---|
| Hired January 1 – March 31: | 40 Hours |
| Hired April 1 – June 30: | 30 Hours |
| Hired July 1 – September 30 | 20 Hours |
| Hired October 1 – November 30 | 10 Hours |
| Hired December 1 – December 31 | 0 Hours |

3. ***Additional Leave:***

The City Manager shall have the authority to grant sixteen (16) hours of management time leave to non-represented exempt confidential employees who work an excessive amount of hours based upon the recommendation of their department head. It must be used within one year from the date it is granted and no management employees shall receive more than two days per fiscal year. Time worked may be considered excessive if it is beyond regularly assigned duties and exceeds 20 hours in one month.

### *4. Management Leave Payoff*

All non-represented exempt confidential employees shall be permitted to sell back their unused annual management leave (up to five days) as of December 1st of each year.

## E. Administrative Leave

Exempt employees shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

### *1. Initial Accrual*

For newly hired employees (or employees promoted into the Association), the initial administrative leave bank shall be prorated according to the following schedule:

| | |
|---|---|
| Hired January 1 – March 31: | 40 Hours |
| Hired April 1 – June 30: | 30 Hours |
| Hired July 1 – September 30 | 20 Hours |
| Hired October 1 – November 30 | 10 Hours |
| Hired December 1 – December 31 | 0 Hours |

## F. Holidays

### *1. Regular Holidays:*

All and employees shall be entitled to the following holidays:

- First day of January (New Year’s Day)*
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President’s Day)
- Thirty-first day of March (Cesar Chavez Day)*
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran’s Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day*
- Working day immediately preceding Christmas Day (Christmas Eve)*
- Twenty-fifth day of December (Christmas Day)*

It is the intent of this resolution that all regular City employees shall observe the holidays set forth above.

### *2. Memorials:*

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, thanksgiving, or holiday.

### *3. Holidays on Sunday*

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

4. ***Holidays on Saturday:***

   When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

5. ***Holiday Hours:***

   Regardless of the employee's work schedule, 8 hours of holiday time will be paid for each holiday.

**G. Jury Duty:**

1. ***Jury Duty:***

   The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

## SECTION 5: WORKING CONDITIONS

**A. Continuing Education and Professional Growth:**

All association members shall be eligible for the City's Educational Incentive Programs.

1. ***Tuition Reimbursement:***

   a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related or professional development.

   b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $2000 per fiscal year.

   c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Manager. This information shall be submitted on forms provided by the Human Resources Office.

   d. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

**B. Service Awards:**

A committee, made up of members of the various employee groups, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

**C. Probationary Period:**

Probation shall be 1 year for all new employees.

**D. Flexible Work Schedule**

The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests, including a four day work week, and approve where such alternative schedules meet the best interest of the City. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

## SECTION 5: MISCELLANEOUS

All discoveries, inventions, improvements, formulas, ideas, devices, writings or other intellectual property, whether or not subject to patent or copyright laws, which employees shall conceive solely or jointly with others, in the course or scope of his/her employment, or with the City's materials or facilities, shall be the sole and exclusive property of the City without further compensation.

________________________
John Dunn, City Manager

________________________
Date

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.B.

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Roberta Greathouse, Human Resources Manager
Daphne Hodgson, Deputy City Manager Administrative Services

**DATE:** February 19, 2015

**SUBJECT:** **RESOLUTION ADOPTING AN AMENDMENT TO THE COMPREHENSIVE LISTING OF PERSONNEL BENEFITS FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES**

---

## PURPOSE

The purpose of this item is to request the City Council adopt an amendment to the comprehensive listing of personnel benefits, which sets forth the pay and benefits of non-represented confidential employees.

## RECOMMENDATION

It is recommended that the City Council adopt the resolution amending the comprehensive list of personnel benefits for the confidential employees.

## BACKGROUND

As of February 5, 2015, the City Council has adopted Memoranda of Understanding with all labor Associations. The only employees outstanding are the unrepresented employees, including the Confidential Employees. The City's Confidential Employees are designated confidential under the City's Employer-Employee Relations Procedure because they, in the regular course of their duties, have access to or possess information related to the City's employee-employer relations. There are three confidential employees, the Human Resource Technician, the Senior Accounting Technician (payroll), and the Senior Administrative Assistant to the City Manager/City Council.

As with prior years, it is the Council's desire to provide comparable salaries and benefits to the unrepresented employees as provided to the other employees.

The following adjustments to the listing of benefits will occur on January 1, 2015:

1. Term: 2 years expiring on December 31, 2016

2. Salary Increases:

a. Effective the first pay period following January 1, 2015, Confidential Employees will receive a 3% salary increase.

b. Effective the first pay period following January 1, 2016, Confidential Employees will receive a 3% salary increase.

3. Elimination of Sick Leave Conversion Program: Section 4(B)4 Sick Leave Conversion: The sick leave conversion program shall be permanently eliminated.

4. Holidays: Section 4(D)1, the City paid holidays of Lincoln's birthday, the 12th day of February and Admission Day, the 9th day of September shall be permanently eliminated.

5. Language not Proposed to be Changed: Remains status quo.

**FISCAL IMPACT**

The fiscal impact for Fiscal Year 2014-2015 is:

| | |
|---|---|
| Salary Increase: | $ 4,018 |
| Eliminate Sick Conversion: | ($ 0 ) |
| Eliminate Two Holidays: | ($ 798) |
| Total: | $3,220 |

The fiscal impact for Fiscal Year 2015-2016 will be:

| | |
|---|---|
| Salary Increase: | $11,792 |
| Eliminate Sick Conversion: | ($1,595) |
| Eliminate Two Holidays: | ($1,595) |
| Total: | $ 8,602 |

The on-going Fiscal Impact will be:

| | |
|---|---|
| Salary Increase: | $15,549 |
| Eliminate Sick Conversion: | ($1,595) |
| Eliminate Two Holidays: | ($1,595) |
| Total: | $12,359 |

**ATTACHMENTS**

1. Draft Resolution
2. Confidential Listing of Benefits

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**A RESOLUTION ADOPTING AN AMENDMENT TO THE COMPREHENSIVE LISTING OF PERSONNEL BENEFITS FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES**

**WHEREAS**, the Seaside City Employees Association has been modified to designate Exempt Confidential Employees in accordance with Resolution No. 01-28 City of Seaside Employee-Employer Relations Procedure; and

**WHEREAS,** the City Manager recommends that they receive pay and benefits comparable to the other similarly situated employees.

**NOW, THEREFORE, BE IT RESOLVED,** that the attached Comprehensive Listing of Personnel Benefits for Non-represented Confidential Employees shall be effective as stated therein; and

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February 2015.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

______________________________
Ralph Rubio, Mayor

ATTEST:

______________________________
Lesley E. Milton, City Clerk

# Comprehensive Listing of Personnel Benefits for Non-Represented Confidential Employees

## January 1, 2015 – December 31, 2016

**Comprehensive Listing of Personnel Benefits for**
**Non-Represented Confidential Employees**
January 1, 2015 – December 31, 2016

**Comprehensive Listing of Salaries and Benefits for**
**Non-Represented Confidential Employees**

## SECTION 1: TERM

The provisions of this resolution shall become effective January 1, 2015, and shall remain in effect for a period, terminating on December 31, 2016.

## SECTION 2: SALARY AND ADMINISTRATION OF PAY PLAN

### A. Direct Pay for Services:

1. ***Salary Adjustments:***
   a. A 3% base salary adjustment shall occur the first pay period in January 2015
   b. A 3% base salary adjustment shall occur the first pay period in January 2016.

2. ***Longevity Pay:***
   Employees with ten or more years of service shall receive 2.5% longevity.

### B. Overtime

1. ***Pre-Approval:***
   Requests for overtime that can be scheduled should be pre-approved by the Department Head or designee. Overtime not possible to schedule in advance and necessary for public safety and welfare shall be worked at Department Head discretion, subject to City Manager review.

2. ***Minimum Overtime Guarantee:***
   When an employee is called back to work on an emergency basis, the actual time worked, with a minimum of two (2) hours, shall be earned.

3. ***FLSA Calculation:***
   Overtime shall be paid at time-and-a-half for hours worked in excess of 40 hours per week. All employee overtime shall be earned in increments of one-half (1/2) hour and will be compensated for at the rate of time and one-half (1 ½) in cash at the employee's established rate of pay.

4. ***Maximum Compensatory Leave Balance:***
   Compensatory time may be granted instead of overtime pay only where requested by the employee and approved by the Department Head. Personnel may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime.

5. ***Holiday Calculation:***

For the purpose of overtime calculations during the workweek in which holidays **other than** Martin Luther King and Fourth of July fall, <u>holiday time</u> shall count as time worked.

6. ***Martin Luther King & July 4th Calculation:***

For the purpose of overtime calculations during the workweek in which the Martin Luther King and Fourth of July Holidays fall, <u>all time in paid status</u> shall count towards time worked.

## C. Special Pay

1. ***Spanish Bilingual Pay:***

a. 2 ½% pay adjustment will be made to employee's base pay for a bilingual skill as tested by the City in conjunction with the Defense Language Institute standards;

b. Employee must pass either the listening and reading comprehension tests or the speaking test to be eligible for bilingual pay.

c. This program is subject to administrative direction and to City established procedures and annual testing. The City intends to use the Language Testing International.

2. ***Temporary Upgrade Pay:***

a. Employees who are assigned to perform a majority of the duties of a position within a higher classification from that in which they are regularly employed shall receive the compensation specified for that position to which assigned, if performing the duties thereof for a period of fourteen (14) calendar days.

b. Said increased compensation should be at the lowest step of the higher classification which will accord such employee an increase of at least five (5) percent over his/her current regular compensation.

c. The assignment shall be confirmed in writing by the Manager.

d. Acceptance of an interim assignment to higher position, thirty (30) or more days, shall require mutual assent of employer and employee.

## D. Administration of Pay Plan:

1. ***Anniversary Date***

a. The anniversary date for each employee is the date he/she is hired, reclassified, or promoted.

b. The anniversary date of any employee shall be adjusted, or changed, in the case of a leave of absence, by moving said anniversary date forward a time equal to the length of such leave of absence, except family care or medical leave, according to the California Family Rights Act and military leaves of absence in accordance with the California Military and Veterans Code and Title 38, chapter 43, U.S. Code. Whenever any employee is absent from work without pay for any period of exceeding thirty (30) continuous days, the anniversary date of said employee shall be adjusted by moving said anniversary date forward a time equal to the length of absence from work.

c. The anniversary date of any employee shall be adjusted by moving said date forward a time equal to any delay in movement through the steps of the salary range put forth below.

***2. Salary Ranges***

The five (5) steps of each salary range shall be interpreted and applied as follows:

a. The first step is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or if a person of unusual qualifications is engaged, the City Manager may hire at a higher step.

b. The second step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of six (6) months satisfactory service in the first step and upon written recommendation of the Department Head and approval by the City Manager.

c. The third step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the second step and upon written recommendation of the Department Head and approval by the City Manager.

d. The fourth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the third step and upon written recommendation of the Department Head and approval by the City Manager.

e. The fifth step is the rate at which a fully qualified, experienced, and conscientious employee may expect to advance to following the completion of twelve (12) months satisfactory service in the fourth step and upon the written recommendation of the Department Head and approval of the City Manager.

f. Notwithstanding the foregoing provisions of this Section, an employee who is promoted or reclassified from one classification to a higher classification, or from a flat salary to classification having a higher overlapping salary range, shall be adjusted:

i. To the step in their new range, which shall provide an increase in his/her salary, except that they shall not retain credit for the time served in his/her former step. If the step in the new range is the first step, the employee shall remain in that step for six (6) months before becoming eligible for advancement to the second step.

ii. If from a flat salary to a range, to the lowest step in his/her new range or classification that exceeds his flat salary.

g. General adjustments in salary ranges made by general increases or decreases shall be made by adjusting all classes upward or downward to the appropriate salary range herein provided. Where the salary range for a given class or for several classes is revised upward or downward the employees shall have their existing salary adjusted to the same step in the new range.

h. In any case where, by reason of unusual circumstances, rigid adherence to the forgoing principles related to salary adjustments would cause a manifest injustice, the City Manager may make such order relating thereto as in his/her discretion is proper.

i. Rates of compensation provided for by resolution are fixed on the basis of full-time service in full-time positions for the schedule of hours indicated. If any position provided for in the budget is by appropriate language specified or indicated as being for less than full-time services, the rate of compensation provided for such positions shall be adjusted accordingly, except those employees indicated in this resolution as working part-time or on a retainer, in which case they shall draw the full salary indicated. If the present adjustments shall be made in the rates, the step plan shall apply to part-time salaried as well as full-time salaried employees.

j. Changes in pay rates shall be made on the first day on the pay period next following the date of eligibility and authorization.

## SECTION 3: BENEFITS

### A. Retirement:

#### *1. CalPERS Classic Plan*

a. Employees hired prior to January 1, 2013 will receive the CalPERS 2% @ 55 Miscellaneous Members retirement plan. The 2% @ 55 plan will also be provided to City employees hired on or after January 1, 2013 who are considered to be "classic" members under the California

Public Employees' Pension Reform Act (PEPRA) as determined by CalPERS.

b. Employee Contribution: Employees enrolled in the 2% @ 55 plan shall pay the full employee member contribution required by CalPERS.

### *2. CalPERS PEPRA Plan*

a. New employees hired on or after January 1, 2013 who are "new members" under the PEPRA as determined by CalPERS will be enrolled in the 2% @ 62 Miscellaneous Members retirement plan.

b. As required by PEPRA, employees enrolled in the PEPRA plan shall pay 50% of the "normal cost" of the retirement plan as determined annually by CalPERS.

### *3. CalPERS Survivor Benefits*

a. The City provides for 1959 Survivors Benefit Level Four. The employee cost is $2 per month.

### *4. PARS Supplemental Retirement Plan:*

a. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service for employees hired on or before June 30, 2010.

b. Contribution: The City will make the employee's contribution.

c. Eligibility: Employees must have three years of City service and have been hired on or before June 30, 2010 to be eligible. The plan will be effective July 1, 2002.

### *5. Deferred Compensation:*

The City will pay up to thirty dollars ($30) per month to the ICMA deferred compensation program for each employee who makes a matching contribution.

## B. Life, Medical, and Dental Insurance:

Eligible bargaining unit employees will be provided with medical, dental, and vision insurance as specified in this section. Benefits to eligible family members will be made available under the health insurance plan.

### *1. Contributions*

a. Bargaining unit employees will continue to pay their current contribution to medical premiums.

b. Employees with “employee only” level of coverage will pick up 100% of any increase in premiums up to a 10% increase. The City contribution to medical premiums shall remain at current levels unless increases exceed 10% whereupon the City will split the increase above 10% on a 50/50 basis.

c. For employees with “employee plus one” or “employee plus family” coverage, the City will split any increase 50/50.

d. The city will split the cost of any increase or decrease in dental and vision premiums with the employee on a 50/50 basis.

***2. Retiree Medical:***

a. Eligibility: Only bargaining unit members hired on or before June 30, 2010 are eligible for City-paid retiree medical insurance

b. Notwithstanding the requirements of the City’s Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City’s plan, the City shall pay the employees (not dependents) cost of medical insurance in an amount not to exceed the month premium for the City’s insurance plan for retirees who retire on regular service or disability retirement until age 65.

c. Employee may cover dependents by paying the additional monthly premium.

d. In the event that coverage is not available under the City’s plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount not to exceed the monthly premium for the City’s health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

e. Employees must have ten years of continuous service with the City, have been hired on or before June 30, 2010, and be at least 50 years of age to receive this benefit.

f. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.

**C. Life Insurance:**

The City will provide term life insurance for confidential employees in the amount of $50,000.

**D. Long-Term Disability:**

The City and the employee shall share equally the cost of a long-term disability program.

**E. IRS Section 125 Plan:**

The City shall provide an Internal Revenue Code Section 125 Plan for medical care and dependent care expense reimbursement. The annual maximum is set by the IRS.

**F. Mileage Reimbursement:**

With the approval of the Department Head, the City shall reimburse employees required to use their personal vehicles for the purpose of conducting City business at a rate based upon the IRS mileage rates.

**G. Wellness Program:**

***1. Health Club Membership:***

The City will pay up to $45 per month towards an employee membership at a health club upon submission of receipt of contract to the Finance Division. Dues will be processed by payroll deduction if administratively feasible.

***2. City Swimming Pool:***

Confidential employees and their families will have use of City swimming pool at no cost to the employee. Employees may have resident's fee and early-bird sign up for swim classes.

***3. No Smoking Agreement:***

In the spirit of employee health and wellness, the parties agree to a no smoking policy. The City of Seaside will strive to hire non-smokers and vigorously encourage current employees who smoke to quit.

**SECTION 4: LEAVE PROVISIONS**

**A. Vacations**

***1. Accrual:***

All regular employees, shall earn vacation as follows:

a. During the first, second, third, and fourth years of employment, vacation will be earned at the rate of six and two thirds (6 2/3) hours per month of ten (10) days per year.

b. During the fifth, sixth, seventh, eighth, and ninth years of employment, vacation will be earned at the rate of ten (10) hours per month or fifteen (15) days per year.

c. During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of employment, vacation will be earned at the rate of eleven and one third (11 1/3) hours per month or seventeen (17) days per year.

d. During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment, vacation will be earned at the rate of thirteen and one third (13 1/3) hours per month or twenty (20) days per year.

e. During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of employment, vacation will be earned at the rate of fourteen (14) hours per month or twenty-one (21) days per year. During the twenty-fifth year and thereafter vacation will be earned at the rate of 14.667 hours per month or twenty-two (22) days per year.

2. ***Vacation During Initial Probation:***

Use of vacation time by an employee shall be conditional upon the completion of six (6) months continuous service with the City, but if for any reason prior to the completion of six months service reason prior to the completion of six months service with the City, such employee's employment is terminated, he/she shall be credited with and paid for vacation time.

3. ***Minimum Leave Event:***

Vacation shall not be used in increments of less than one-half (1/2) hour.

4. ***Vacation and Holidays:***

For regular employees, if a holiday falls within a scheduled vacation period, on a day that the employee would normally work, that day shall not be counted a vacation day.

5. ***Vacation Upon Termination:***

Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.

a. Calculation of Hourly Pay for Payout: For employees working a five (5) day or modified schedule, the method for computing hourly pay for accumulated vacation time shall be as follows:
   i. Hourly rate equals monthly salary multiplied by twelve (12) months divided by 52 weeks multiplied by 40 hours

6. ***Maximum Accumulation:***

Confidential employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March. It shall be management's right and responsibility to see that the employee does not exceed the maximum.

7. ***Vacation Cash-Out:***

The City will allow employees to cash out 40 hours of accumulated vacation time before the end of the calendar year. Employees wishing to utilize this option must notify the City no later than September 15 of the calendar year in which the cash out is being utilized. The cash out payment will be made in the first paycheck of November of the calendar year following the notice of election of the cash out. This cash out provision is voluntary on the part of each bargaining unit member, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

8. ***Compensation in Lieu of Time Off:***

The City Manager may, in instances where the needs of the City require, authorize compensation in lieu of time off for accrued vacation.

9. ***Accumulation during OJI Leave:***

An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.

10. ***No Interruption of Accumulation:***

No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.

**B. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability**

1. ***Accrual:***

Each full-time employee shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.

2. ***Physician's Certificate:***

Such leave with pay can be granted only upon the approval of the Department Head in case of bonafide illness of an employee. Evidence may be required in the form of a physician's certificate or otherwise in determining the adequacy of the reasons for any employee's absence during the time for which sick leave is requested.

3. ***Minimum Leave Event:***

Sick leave shall be charged on an hour-for-hour basis.

4. ***Illness/Injury During Vacation:***

When an illness or injury requiring doctors treatment, and/or hospitalization occurs during an employee's vacation or approved leave of absence with pay, and the injury or illness is a nature that would prohibit the employee from performing his/her duties, the employee shall submit a memorandum giving full and complete information as well as a doctor's verification to their respective department head for a determination that such time off will be charged to sick time rather than to vacation time.

5. ***Family Sick Leave:***

Sick leave may be used for illness of an immediate family member. Immediate family shall be defined as parent, child, and spouse or domestic partner and shall include step and foster parents and children.

6. ***Bereavement Leave:***

Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.

7. ***Personal Leave:***

During the month of November each year, confidential employees shall have the option to transfer a maximum of forty-eight (48) hours of accumulated sick time to personal leave. Accumulated personal leave shall not be greater than forty-eight (48) hours at the end of any calendar year.

**C. On-The-Job Injury Leave:**

1. ***Leave of Absence:***

Whenever a confidential employee is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.

2. ***Leave Accrual:***

An employee on leave of absence under this section will continue to accumulate sick leave and vacation leave.

3. ***Temporary Disability Benefits:***

The employee shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.

4. ***Use of Accumulated Leaves:***

Once OJI leave has been exhausted, accumulated leaves may be used to supplement temporary disability payments.

**D. Holidays**

1. ***Regular Holidays:***

All and employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)
- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

2. ***Holiday Calculation:***

Holidays shall be calculated as 8 hours.

3. ***Memorials:***

Upon Council approval, every day appointed by the Governor of the State, the President of the United States, or the City Council as a memorial, public fast, Thanksgiving, or holiday.

4. ***Holidays on Sunday:***

When a holiday falls on a Sunday, the following Monday shall be recognized as that holiday.

5. ***Holidays on Saturday:***

When a holiday falls on a Saturday, the preceding Friday shall be recognized as that holiday.

**E. Jury and Election Duty:**

1. ***Jury Duty:***

The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

2. ***Election Duty:***

The City will provide election duty leave for sworn election workers providing the supervisor authorizes the leave request and the employee remits any election duty pay

## SECTION 5: WORKING CONDITIONS

**A. Continuing Education and Professional Growth:**

All confidential employees shall be eligible for the City's Educational Incentive Programs.

1. ***Tuition Reimbursement:***

    a. Employees wishing to receive reimbursement for tuition and book expenses must request prior approval from their Department Head. Classes will be approved for reimbursement so long as they are determined to be job related, or required as a part of a degree program. Disputes regarding course approval will be submitted to the Human Resources Manager.

    b. The City will encourage enrollment through a tuition and book reimbursement with a maximum of $400 per fiscal year for Certificate Program and AA plan and $600 per fiscal year for BA and MA plan.

    c. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the employee's department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by the Human Resources Manager. This information shall be submitted on forms provided by the Human Resources Office.

2. ***Educational Incentive Pay:***

    a. Completion of an accredited educational certificate program or 30 units toward an approved degree program – 1.5%

    b. Completion of AA/AS degree – 3%

    c. Completion of BA/BS degree – 4.5%

    d. Completion of MA/MS degree – 6%

    e. Educational incentive pays are not cumulative (stackable). The maximum salary increment attainable under this program is 6%.

    f. All employees enrolled in an Educational Incentive Program Plan as of the date of this agreement shall be able to continue under the terms of the approved program.

    g. Education acquired prior to appointment as an employee of the City of Seaside does not qualify under this program unless the employee submits verification that the college or university has accepted prior education as part of the Educational Incentive Pay Plan for a Certificate Program or degree requirements.

    h. An employee who wishes to enroll in a school, college, or university for the purpose of fulfilling the educational requirement shall do so on his/her own time.

***3. Requalification***

Requalification of two units over a four-year period will be established to maintain the policy of "Continuing Education and Professional Growth."

**B. Service Awards:**

A committee, made up of members of the various bargaining units, shall be formed to select a new service award program. At a minimum, the program shall include service awards presented to employees after every 5 years of full-time service with the City. Recipients of service awards will be recognized by the City Council.

**C. Employee Incentive Pay:**

a. All employees shall be eligible for Employee Incentive Pay for cost saving suggestions. Employees wishing to apply for incentive pay will submit their suggestion to the Employee Task Force for review. The Task Force will coordinate with the appropriate City departments/divisions to determine the acceptability of the cost-saving suggestion and establish remuneration.

b. A cost saving suggestion resulting in a one time saving would be evaluated for a one-time bonus. This bonus may range from $5.00, up to and not to exceed $25.00. A cost saving suggestion resulting in an annual saving of a substantial amount of money would be evaluated for an annual bonus of $100.00.

**D. Work Schedule:**

Confidential employees will work a 40 hour work week. The work schedule shall be defined by the Department Head. Consistent with City past practice Department Heads shall consider alternative work schedule requests and approve where such alternative schedules meet the best interest of the City. Alternative work schedules can include 4/10 work schedules or 9/80 work schedules. The Department Head has the sole discretion to decide whether to approve or deny such alternative schedules.

**E. Notice of Layoff:**

The City will to provide 30 days notice of "Intent to Layoff" to the employee.

**F. Probationary Period:**

Probation shall be 1 year for all new employees.

____________________________ ____________________________

John Dunn, City Manager Date

**CITY OF SEASIDE**
**STAFF REPORT**

**Item No.: 13.C.**

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Roberta Greathouse, Human Resources Manager
Daphne Hodgson, Deputy City Manager Administrative Services

**DATE:** February 19, 2015

**SUBJECT:** **APPROVAL OF RESOLUTIONS AMENDING THE EXECUTIVE MANAGEMENT CONTRACTS FOR THE FIRE CHIEF, POLICE CHIEF, DEPUTY CITY MANAGER - RESOURCE MANAGEMENT, AND DEPUTY CITY MANAGER - ADMINISTRATIVE SERVICES**

---

## PURPOSE

The purpose of this item is to request the City Council adopt resolutions amending the executive management contracts for the Fire Chief, Police Chief, Deputy City Manager – Resource Management, and Deputy City Manager – Administrative Services, as approved in closed session.

## RECOMMENDATION

It is recommended that the City Council adopt the resolutions authorizing amendments to the executive management contracts for the Fire Chief, Police Chief, Deputy City Manager – Resource Management, and Deputy City Manager – Administrative Services.

## BACKGROUND

As of February 5, 2015, the City Council has adopted Memoranda of Understanding with all labor Associations. The only employees outstanding are the unrepresented employees, including the Executive Management employees. There are four Executive Managers, the Fire Chief, Police Chief, Deputy City Manager - Administrative Services, and the Deputy City Manager - Resource Management.

As with prior years, it is the Council's desire to provide comparable adjustments to the Executive Managers as provided to the other employees.

The City Manager met with the Executive Managers and negotiated the following contract amendments which will take effect on January 3, 2015:

1. Salary Increases:

a. Effective the first pay period following January 1, 2015, Executive Managers will receive a 3% salary increase.

b. Effective the first pay period following January 1, 2016, Executive Managers will receive a 2.5% salary increase.

3. Elimination of Sick Leave Conversion Program: The sick leave conversion program shall be permanently eliminated.

4. Holidays: the City paid holidays of Lincoln's birthday, the 12th day of February, and Admission Day, the 9th day of September, shall be permanently eliminated.

5. Longevity Pay: Upon the employee's 20th anniversary with the City of Seaside, a 2.5% base pay adjustment will be paid.

6. Language not Proposed to be Changed: Remains status quo.

In addition, effective January 3, 2015, the Fire Chief will receive a 9% salary adjustment to offset the Chief's 9% payment of the CalPERS employee contribution. This is an administrative correction to realign the Chief's full-time salary with that of the other Department Directors.

The City Council approved these contract amendments for the Department Directors in closed session on February 5, 2015.

## FISCAL IMPACT

The fiscal impact for Fiscal Year 2014-2015 is:

| | |
|---|---|
| Salary Increase: | $12,095 |
| Fire Chief CalPERS Conversion: | $ 7,734 |
| Longevity Pay: | $ 2,503 |
| Eliminate Sick Leave Conversion: | ($ 0 ) |
| Eliminate Two Holidays: | ($2,427) |
| Total: | $19,905 |

The fiscal impact for Fiscal Year 2015-2016 will be:

| | |
|---|---|
| Salary | $ 34,270 |

| | |
|---|---|
| Increase: | |
| Fire Chief CalPERS Conversion: | $ 15,467 |
| Longevity Pay: | $ 5,006 |
| Eliminate Sick Leave Conversion: | ($10,920) |
| Eliminate Two Holidays: | ($ 4,853) |
| Total: | $ 38,970 |

The on-going fiscal impact will be:

| | |
|---|---|
| Salary Increase: | $ 44,349 |
| Fire Chief CalPERS Conversion: | $ 15,467 |
| Longevity Pay: | $ 5,006 |
| Eliminate Sick Leave Conversion: | ($10,920) |
| Eliminate Two Holidays: | ($ 4,853) |
| Total: | $ 49,049 |

## ATTACHMENTS

1. Resolution - Dempsey
2. Resolution - Hodgson
3. Resolution - Ingersoll
4. Resolution - Myers

---

Reviewed for Submission to the
City Council by:

John Dunn, City Manager

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE FIRE CHIEF EMPLOYMENT AGREEMENT**

RECITALS

A. On March 7, 2014, the City of Seaside ("CITY") and Brian Dempsey ("EMPLOYEE") entered in an Executive Employment Agreement.

B. Section 17. of the Executive Employment Agreement dated March 7, 2014, allows for modification of the Executive Employment Agreement by written mutual agreement by CITY and EMPLOYEE.

C. CITY and EMPLOYEE wish to modify the Executive Employment Agreement dated March 7, 2014, as set forth below.

**NOW, THEREFORE, BE IT RESOLVED** that effective February 19, 2015, the City Council of the City of Seaside modifies the Fire Chief's Employment Agreement as follows**:**

Sub-section 6.A. under "SALARY" is hereby deleted in its entirety and the following new sub-sections 6.A.1. and 6.A.2. shall be substituted therefore which read as follows:

1. Effective January 3, 2015, the City agrees to pay EMPLOYEE the sum of ONE HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED FIFTEEN AND 68/100 DOLLARS ($156,615.68) in salary per annum for EMPLOYEE'S services payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.
2. Effective January 2, 2016, the City agrees to pay EMPLOYEE the sum of ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY AND 24/100 DOLLARS ($160,530.24) in salary per annum for EMPLOYEE'S services payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.

Section 7 under "SUPPLEMENTAL BENEFITS" is hereby modified to include the following new sub-sections 7.D. and 7.E. which read as follows:

D. Longevity Pay: Upon EMPLOYEE'S 20th Anniversary with the City of Seaside, the City agrees to pay EMPLOYEE longevity pay in the amount of 2.5%. This amount is in addition to the 2.5% pay received upon the EMPLOYEE'S 10th Anniversary with the City.

E. Permanent Concessions: The Sick Leave Conversion Program (from sick leave to vacation/payout) and the holidays of Lincoln's Birthday and Admission Day are permanently eliminated.

In all respects other than as hereinabove expressly set forth the undersigned CITY and EMPLOYEE hereby ratify the Executive Employment Agreement dated March 7, 2014.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2015 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

______________________________

Ralph Rubio
Mayor, City of Seaside

ATTEST:

________________________

Lesley Milton
City Clerk

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE DEPUTY CITY MANAGER – ADMINISTRATIVE SERVICES EMPLOYMENT AGREEMENT**

RECITALS

A. On July 1, 2008, the City of Seaside ("CITY") and Daphne Hodgson ("EMPLOYEE") entered in an Executive Employment Agreement which was amended on January 24, 2009; July 1, 2012; and January 4, 2014.

B. Section 16. of the Executive Employment Agreement dated July 1, 2008, allows for modification of the Executive Employment Agreement by written mutual agreement by CITY and EMPLOYEE.

C. CITY and EMPLOYEE wish to modify the Executive Employment Agreement dated July 1, 2008, as set forth below.

**NOW, THEREFORE, BE IT RESOLVED** that effective February 19, 2015 the City Council of the City of Seaside modifies the Deputy City Manager – Administrative Services's Employment Agreement as follows**:**

Sub-section 6.A. under "SALARY" is hereby deleted in its entirety and the following new sub-sections 6.A.1. and 6.A.2. shall be substituted therefore which read as follows:

1. Effective January 3, 2015, the City agrees to pay EMPLOYEE the sum of ONE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED THIRTEEN AND 28/100 DOLLARS ($154,213.28) in salary per annum for EMPLOYEE'S services payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.
2. Effective January 2, 2016, the City agrees to pay EMPLOYEE the sum of ONE HUNDRED FIFTY-EIGHT THOUSAND SIXTY-NINE AND 60/100 DOLLARS ($158,069.60) in salary per annum for EMPLOYEE'S services payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.

Section 8 under "SUPPLEMENTAL BENEFITS" is hereby modified to include the following new sub-sections 8.B. and 8.C. which read as follows:

B. Longevity Pay: Upon EMPLOYEE'S 20$^{th}$ Anniversary with the City of Seaside, the City agrees to pay EMPLOYEE longevity pay in the amount of 2.5%. This amount is in addition to the 2.5% pay received upon the EMPLOYEE'S 10$^{th}$ Anniversary with the City.

C. Permanent Concessions: The Sick Leave Conversion Program (from sick leave to vacation/payout) and the holidays of Lincoln's Birthday and Admission Day are permanently eliminated.

In all respects other than as hereinabove expressly set forth the undersigned CITY and EMPLOYEE hereby ratify the Executive Employment Agreement dated July 1, 2008 and amended on January 24, 2009; July 1, 2012; and January 4, 2014.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2015 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

________________________________

Ralph Rubio
Mayor, City of Seaside

ATTEST:

__________________________

Lesley Milton
City Clerk

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE DEPUTY CITY MANAGER – RESOURCE MANAGEMENT EMPLOYMENT AGREEMENT**

RECITALS

A. On January 1, 2010, the City of Seaside ("CITY") and Diana Ingersoll ("EMPLOYEE") entered in an Executive Employment Agreement which was amended on July 1, 2012 and January 4, 2014.

B. Section 16. of the Executive Employment Agreement dated January 1, 2010, allows for modification of the Executive Employment Agreement by written mutual agreement by CITY and EMPLOYEE.

C. CITY and EMPLOYEE wish to modify the Executive Employment Agreement dated January 1, 2010, as set forth below.

**NOW, THEREFORE, BE IT RESOLVED** that effective February 19, 2015, the City Council of the City of Seaside modifies the Deputy City Manager – Resource Management's Employment Agreement as follows**:**

Sub-section 6.A. under "SALARY" is hereby deleted in its entirety and the following new sub-sections 6.A.1. and 6.A.2. shall be substituted therefore which read as follows:

1. Effective January 3, 2015, the City agrees to pay EMPLOYEE the sum of ONE HUNDRED SIXTY-ONE THOUSAND THIRTY-SEVEN AND 76/100 DOLLARS ($161,037.76) in salary per annum for EMPLOYEE'S services payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.
2. Effective January 2, 2016, the City agrees to pay EMPLOYEE the sum of ONE HUNDRED SIXTY-FIVE THOUSAND SIXTY-FOUR AND 64/100 DOLLARS ($165,064.64) in salary per annum for EMPLOYEE'S services payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.

Section 8 under "SUPPLEMENTAL BENEFITS" is hereby modified to include the following new sub-sections 8.B. and 8.C. which read as follows:

B. Longevity Pay: Upon EMPLOYEE'S 20th Anniversary with the City of Seaside, the City agrees to pay EMPLOYEE longevity pay in the amount of 2.5%. This amount is in addition to the 2.5% pay received upon the EMPLOYEE'S 10th Anniversary with the City.

C. Permanent Concessions: The Sick Leave Conversion Program (from sick leave to vacation/payout) and the holidays of Lincoln's Birthday and Admission Day are permanently eliminated.

In all respects other than as hereinabove expressly set forth the undersigned CITY and EMPLOYEE hereby ratify the Executive Employment Agreement dated January 1, 2010 and amended on July 1, 2012 and January 4, 2014.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2015 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

________________________________

Ralph Rubio
Mayor, City of Seaside

ATTEST:

__________________________

Lesley Milton
City Clerk

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MODIFYING THE POLICE CHIEF EMPLOYMENT AGREEMENT**

RECITALS

A. On December 13, 2010, the City of Seaside ("CITY") and Vicki Myers ("EMPLOYEE") entered in an Executive Employment Agreement which was amended on July 1, 2012, July 22, 2012, and January 4, 2014.

B. Section 17. of the Executive Employment Agreement dated December 13, 2010, allows for modification of the Executive Employment Agreement by written mutual agreement by CITY and EMPLOYEE.

C. CITY and EMPLOYEE wish to modify the Executive Employment Agreement dated December 13, 2010, as set forth below.

**NOW, THEREFORE, BE IT RESOLVED** that effective February 19, 2015, the City Council of the City of Seaside modifies the Police Chief's Employment Agreement as follows**:**

Sub-section 6.A. under "SALARY" is hereby deleted in its entirety and the following new sub-sections 6.A.1. and 6.A.2. shall be substituted therefore which read as follows:

1. Effective January 3, 2015, the City agrees to pay EMPLOYEE the sum of ONE HUNDRED EIGHTY-THREE THOUSAND TWENTY-THREE AND 36/100 DOLLARS ($183,023.36) in salary per annum for EMPLOYEE'S services payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.
2. Effective January 2, 2016, the City agrees to pay EMPLOYEE the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED NINETY-NINE AND 36/100 DOLLARS ($187,599.36) in salary per annum for EMPLOYEE'S services payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholding.

Section 9 under "SUPPLEMENTAL BENEFITS" is hereby modified to include the following new sub-sections 9.B. and 9.C. which read as follows:

B. Longevity Pay: Upon EMPLOYEE'S 20$^{th}$ Anniversary with the City of Seaside, the City agrees to pay EMPLOYEE longevity pay in the amount of 2.5%. This amount is in addition to the 2.5% pay received upon the EMPLOYEE'S 10$^{th}$ Anniversary with the City.

C. Permanent Concessions: The Sick Leave Conversion Program (from sick leave to vacation/payout) and the holidays of Lincoln's Birthday and Admission Day are permanently eliminated.

In all respects other than as hereinabove expressly set forth the undersigned CITY and EMPLOYEE hereby ratify the Executive Employment Agreement dated December 13, 2010 and amended on July 1, 2012, July 22, 2012, and January 4, 2014.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February, 2015 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

______________________________

Ralph Rubio
Mayor, City of Seaside

ATTEST:

________________________

Lesley Milton
City Clerk

CITY OF SEASIDE
STAFF REPORT

Item No.: 13.D.

**TO:** City Council

**FROM:** John Dunn, City Manager

**BY:** Lisa Brinton, Community and Economic Services Manager
Diana Ingersoll, Deputy City Manager Resource Management Services

**DATE:** February 19, 2015

**SUBJECT:** **RECEIVE AN UPDATE ON THE STATUS OF DEVELOPMENT APPLICATIONS AND CONSIDERATION OF A FIRST AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH SEASONS MANAGEMENT, LLC FOR DEVELOPMENT OF A SENIOR LIVING AND MEMORY CARE FACILITY.**

---

## PURPOSE

The purpose of this item is for the City Council to receive an update on the status of and the schedule for processing applications and preparing the environmental review documents for the proposed senior living and memory care facility at the "Shopette" site at 550 Monterey Road in the former Fort Ord.

## RECOMMENDATION

It is recommended that the City Council receive staff's presentation and approve the First Amendment to the ENA with Season's Management to extend the ENA Period for twelve (12) months, until February 19, 2016.

## BACKGROUND

On May 16, 2013 Seasons Management entered into an ENA with the City to develop a 100 unit assisted living and memory care facility at 550 Monterey Road. The ENA provides the development team time to refine the conceptual plan, complete a market feasibility study, submit a development application and performance schedule, negotiate a land purchase, and complete the California Environmental Quality Act (the "CEQA") process for the proposed project. A summary of the ENA terms follows.

**Term**. The term of the ENA is for twelve (12) months. Provided that the Developer is not in default, the ENA period may be extended by the mutual written agreement of Developer and the

City Manager for five (5) calendar months and then for three (3) calendar months (October 16, 2014, and then January 16, 2015); provided, however, that the City Manager may only grant an extension if: (i) the Developer is not then in default under this ENA; (ii) there are no material issues remaining to be resolved with respect to the Agreement; and (iii) the applicable extension is necessary only to complete the CEQA Documents.

**Developer Deposit**. Developer deposited with the City the sum of Twenty Five Thousand and No/100 Dollars ($25,000.00) to reimburse the City for costs associated with staff review of Developer submittals and the costs of consultants retained by the City in connection with the Agreement or Project. In addition, within six months of the effective date of the ENA, the Developer deposited with the City an additional $15,000.00 to commence the required CEQA review of the proposed project.

**ENA UPDATE**. As outlined in Attachment 2 of the ENA, the City contracted the preparation of a fair market value appraisal of the site. Staff, under the direction of the City Council, proceeded to negotiate, and both parties have agreed to the primary business terms to be incorporated into a Disposition and Development Agreement. Seasons Management has submitted the following documents as required under the ENA and is not in default.

- Preliminary Site Plan and Concept Drawings
- Conceptual Development Program
- Market Analysis/Feasibility Study
- Completed Use Permit Application
- Completed Design Review Application
- Preliminary Financing Plan
- Performance Schedule
- Articles of Incorporation
- Operation Agreement

The City Manager under the authority of Section 1 of the ENA, has authorized two administrative extensions, the first extended the term to October 16, 2014 and the second extended the term to January 16, 2015. These extensions were to allow for the processing of city entitlements and the preparation of the required CEQA review and the draft Disposition and Development Agreement. Having exhausted all administrative extensions, Council approval is required to further extend the ENA Period. Due to an oversight on the part of staff and the Developer, the ENA was allowed to expire prior to presenting a First Amendment to the ENA to the City Council. A letter from the Applicant requesting an extension of the term of the ENA is attached to this report. In the letter the applicant provided confirmation of project viability, available financing, and an estimated project schedule.

## APPLICATION PROCESSING UPDATE

On July 17, 2014 Season's Management submitted two applications for the proposed development; one requesting a use permit and the other for design review approval.

The Planning division deemed both applications incomplete on August 15, 2014 Revised development applications (Use Permit Application No. UP-14-05 and Board of Architectural

Review Application No. BAR-14-20) were received December 4, 2014. The revisions included the addition of a fifteen (15) unit (10,308 sq.ft.) co-housing facility on the south end of the site to the project description. The Planning Division has deemed the project applications complete upon receiving revised plans showing the location of the project utilities (i.e. sewer, water, electricity) in accordance with Marina Coast Water District (MCWD) "In-Tract Water and Wastewater Collection System Infrastructure Policy" and the implementation of Low Impact Development Standards now required for new development by the State of California Water Resource Quality Control Board.

## CEQA PROCESSING UPDATE

In September 2014 the City entered into a professional services agreement with LSA and Associates to peer review technical reports that would be provided by the Applicant, to prepare remaining technical reports not provided by the applicant and to prepare and circulate an initial study. A kick off meeting was held in September 2014 with the Applicant and LSA. On February 10, 2015 the Applicant provided the technical reports in hard copy to staff and electronic copy format to LSA. Given that the use permit and design applications were not deemed complete and the technical reports were not received from the Applicant until February 2015, LSA has not been able to make substantial progress on the preparation of the environmental reports and documents. Upon approval of the First Amendment, LSA will commence with the peer review of these reports and the preparation of the initial study. It is anticipated that a public review draft initial study will be circulated for public review late spring 2015.

## TERMS OF FIRST AMENDMENT TO THE A ENA

The First Amendment extends the ENA Period and revises deliverable dates under Attachments Nos. 2 and 3. Term: Under the First Amendment, a twelve (12) month extension of the ENA Period would be granted to allow the additional time needed for the City to complete its compliance with CEQA and process project entitlements, and for both parties to prepare and agree to a DDA with the negotiated business terms. Approval of this Agreement extends the ENA Period until February 19, 2016 with the provision of an administrative extension by the City Manager of ninety (90) days provided that the Developer is not then in default under the ENA, all terms of the DDA have been negotiated and agreed to by City staff, and the extension is necessary in order to complete compliance with CEQA and obtain Project and DDA approvals.

**Specific Developer and Specific City Tasks:** Attachments Nos. 2 and 3 of the ENA are rescinded and replaced with revised attachments including modified dates for remaining Developer and City tasks.

## NEXT STEPS

The timing of the processing of the use permit and design review applications is tied to the preparation of the environmental documents. Once the environmental documents are prepared, the Planning Commission will consider and provide a recommendation to the City Council regarding the project's entitlement applications and environmental review documents. The Board of Architecture Review will consider the design review application. The final step for the City in the approval process is for the Council to consider project entitlements, environmental review document and the final draft Disposition and Development Agreement. Upon receiving the above city approvals, staff will prepare a request for the Fort Ord Reuse Authority Board to consider a determination of the project's consistency with the Base Reuse Plan.

## FISCAL IMPACT

There is no fiscal impact associated with this item. With the execution of the ENA in May 2013, the Developer provided a $25,000 deposit to cover the City's costs associated with obtaining project entitlement and the negotiation of DDA. An additional deposit of $15,000 was received in September 2014 to commence CEQA preparation. The Developer deposit account is current with no outstanding invoice. The Developer has agreed to cover costs incurred by the City during the lapse of the ENA Period (January 17 to February 19, 2015).

## ATTACHMENTS

1. Resolution authorizing City Manager to execute a First Amendment

---

Reviewed for Submission to the
City Council by:

______________________________
John Dunn, City Manager

.

**RESOLUTION 15-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT OF THE EXCLUSIVE NEGOTIATING AGREEMENT (THE "ENA" OR "AGREEMENT") WITH SEASONS MANAGEMENT LLC, AN OREGON LIMITED LIABILITY COMPANY, FOR DEVELOPMENT OF A SENIOR LIVING AND MEMORY CARE FACILITY**

**WHEREAS,** on May 16, 2013, the City Council entered into an ENA with Seasons Management LLC (the "Developer") for the purchase of the site at 550 Monterey Road by the Developer for the development of a senior living and memory care facility ("the Project"); and

**WHEREAS,** the ENA provides the development team time to refine the conceptual plan, complete a market feasibility study, submit development applications and performance schedule, negotiate a land purchase, and complete the California Environmental Quality Act (the "CEQA") process for the proposed project; and

**WHEREAS,** the Developer has submitted design and use permit applications, a market feasibility study, preliminary financing plan and performance schedule; and

**WHEREAS**, staff and the Developer have negotiated and agreed to a land purchase price and business terms; and

**WHEREAS,** additional time is needed for the City to process the required entitlements, to comply with the California Environmental Quality Act ("CEQA") and prepare and agree to a Disposition and Development Agreement; and

**WHEREAS,** the ENA Period expired on January 16, 2015, and does meet the criteria for an administrative extension by the City Manager.

**NOW THEREFORE**, be it resolved that the City Council of the City of Seaside authorizes the City Manager to execute the First Amendment of the ENA with Developer (Exhibit "A") to extend the ENA period from January 16, 2015 to February 19, 2016 with provision of an administrative extension by the City Manager of ninety (90) days provided that the Developer is not then in default under the ENA, all terms of the DDA have been negotiated and agreed to by City staff, and the extension is necessary in order to complete compliance with CEQA and obtain Project and DDA approvals. Attachments Nos. 2 and 3 of the ENA are rescinded and replaced with revised attachments including modified dates for remaining Developer and City tasks.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of February 2015.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

________________________________
Ralph Rubio, Mayor

ATTEST:

______________________________
Lesley E. Milton, City Clerk

**FIRST AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT**

This FIRST AMENDMENT TO EXCLUSIVE NEGOTIATING AGREEMENT (this "**First Amendment**") is made and entered into as of February 19, 2015 (the "**Effective Date**"), by and between the CITY OF SEASIDE, a municipal corporation (the "**City**") and SEASONS MANAGEMENT, LLC, an Oregon limited liability company (the "Developer").

RECITALS

A. The City owns the land in the City of Seaside, California that is generally depicted on the "Site Map" attached hereto as Attachment No. 1 ("Site").

B. City and Developer entered into that certain Exclusive Negotiating Agreement dated as of May 16, 2013 (the "**ENA**") for the purchase of the Site by the Developer for the development of a senior living and memory care facility ("the Project").

C. The Developer and City staff agreed on the key terms and conditions of a Disposition and Development Agreement ("**DDA**") for the City Council's consideration.

D. The terms of the ENA expired on January 16, 2015. The terms of the ENA cannot be extended administratively by the City Manager as provided under Section 1 of the ENA.

E. The ENA Period is to be extended from January 16, 2015 to February 19, 2016 in order for the City's to complete its compliance with the California Environmental Quality Act ("**CEQA**"), to process entitlement applications, and to complete the preparation of the DDA.

F. The ENA, as amended by this First Amendment, shall hereinafter be referred to herein as the "**Agreement**".

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below and in furtherance of the understanding and intent of City and Developer, the Parties hereto agree as follows:

1. The capitalized terms not otherwise defined herein shall have the meanings given in the ENA.

2. The ENA Period is hereby extended to January 16, 2015 to February 19, 2016, subject to further administrative extension by the City Manager for ninety (90) days provided that the Developer is not then in default under the ENA as amended, all terms of the DDA have been negotiated and agreed to by City staff and the Developer, and the extension is necessary in order to complete compliance with CEQA and to obtain approval of project entitlements and the DDA by the City Council.

3. Attachments Nos. 2 and 3 of the ENA are rescinded and replaced with the revised Specific Developer Tasks and Specific City Tasks attached to this Agreement.

4. Except as expressly modified by the terms of this First Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Original Agreement, the terms of this First Amendment shall control.

5. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

6. Time is of the essence for each and every provision hereof in which time is a factor.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the day and year first above written.

**CITY:**

CITY OF SEASIDE,
a municipal corporation

By: ______________________________
John Dunn, City Manager

**DEVELOPER:**

SEASONS MANAGEMENT, LLC,
an Oregon limited liability company

V. R. de la Cruz
V. Ricardo de la Cruz, Project Manager

Approved as to Form:

Bruce Galloway
Bruce Galloway of Richards Watson Gershon
Counsel to City

**ATTACHMENT NO. 1**

**SITE MAP**

(Attached)

## LEGAL DESCRIPTION

Order No.: 01012599

The land referred to herein is situated in the State of California, County of Monterey, City of Seaside described as follows:

Parcel A (5.24 AC.)

BEGINNING at the most southerly corner of that certain Parcel 2 (199.016 AC.), said corner is shown and so designated as boundary corner No. 12, as said corner and parcel are shown on that certain Record of Survey showing Boundary of 11 Parcels...etc. filed in Volume 21 of Surveys, at Page 83, Records of Monterey County, California; thence along the southerly boundary of said parcel

(1) N. 50° 59' 14" W., 491.14 feet to boundary corner No. 13, said corner and designation is shown on said map; thence leaving said boundary and continuing along the easterly right-of-way line of State Highway No. 1.

(2) S. 39° 00' 45" W., 665.41 feet; thence

(3) S. 45° 32' 23" W., 88.00 feet; thence

(4) S. 39° 02' 05" W., 120.00 feet; thence leaving said right-of-way line and running tangentially

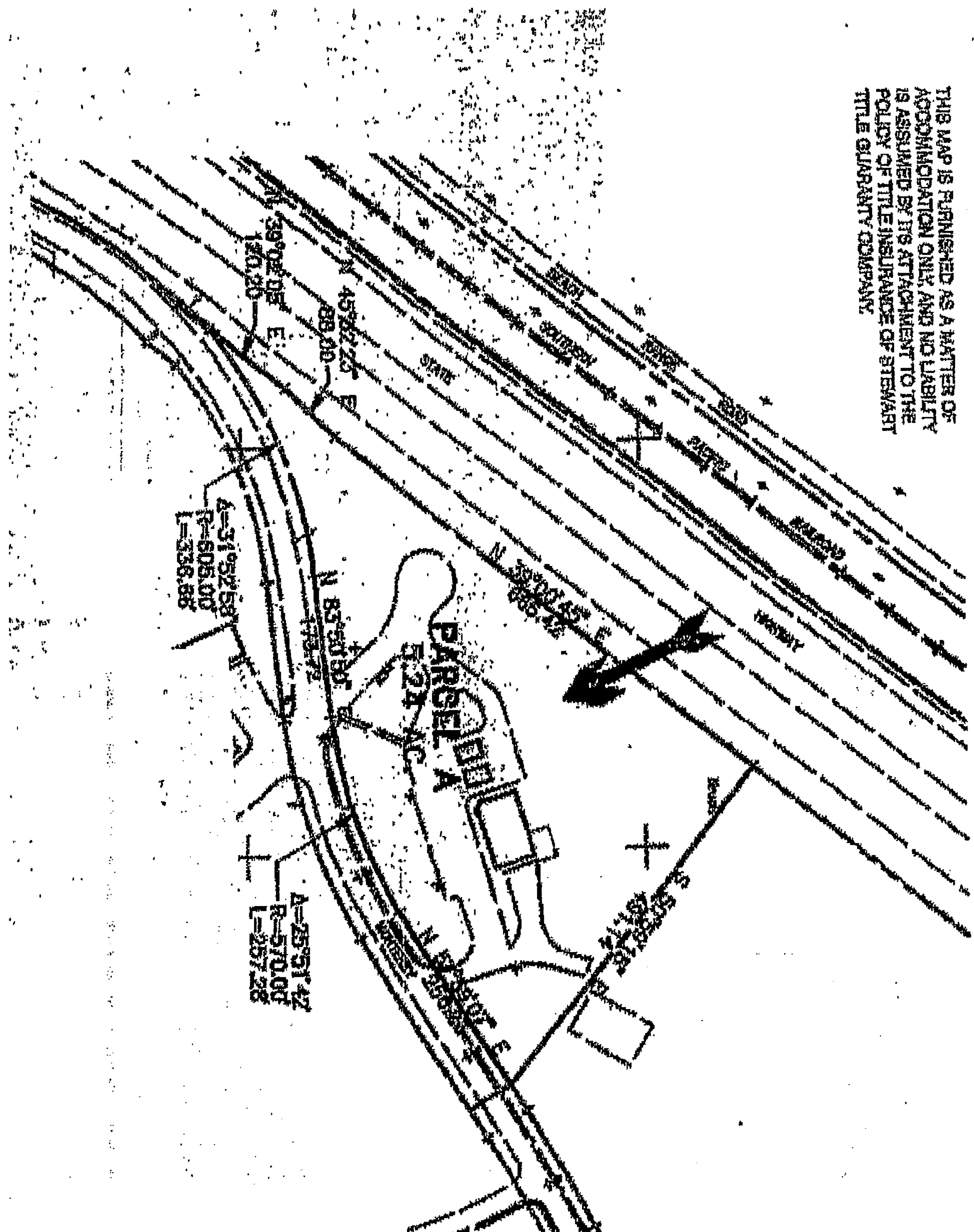
(5) Northeasterly, 336.66 feet along the arc of a tangent curve to the right having a radius of 605.00 feet; through a central angle of 31° 52' 59"; thence tangentially

(6) N. 83° 50' 50" E., 176.72 feet; thence tangentially

(7) Northeasterly, 257.28 feet along the arc of a tangent curve to the left having a radius of 570.00 feet, through a central angle of 25° 51' 43"

(8) N. 57° 59' 07" E., 256.24 feet to the Point of Beginning

STEWART TITLE
Guaranty Company


THIS MAP IS FURNISHED AS A MATTER OF ACCOMMODATION ONLY, AND NO LIABILITY IS ASSUMED BY ITS ATTACHMENT TO THE POLICY OF TITLE INSURANCE OF STEWART TITLE GUARANTY COMPANY.
PARCEL A
5.24 AC.
N 45°52'23" E
88.00
N 39°02'05" E
120.20
N 83°50'50" E
173.72
Δ=31°52'58"
R=605.00'
L=336.66'
Δ=25°51'42"
R=570.00'
L=257.28'

## ATTACHMENT NO. 2

### SPECIFIC DEVELOPER TASKS

1. Within seven (7) days after the date of this ENA, Developer and City staff shall determine the schedule for completing compliance with CEQA and processing entitlements necessary for construction of the Project including, but not limited to, discretionary permits.

2. Within thirty (30) days after the date of this ENA, Developer shall deliver to City for City staff review and approval, an updated preliminary financing plan for the proposed Project.

3. Within thirty (30) days after the date of this ENA, Developer shall submit to City a schedule of development setting forth the proposed timetable for the commencement, substantial completion and final completion of the Project (the "Development Schedule").

4. Within thirty (30) days after the date of this ENA, Developer shall submit to the City draft comments on the Disposition and Development Agreement.

5. Within three (3) calendar months (May 2015) after the date of this ENA, Developer shall obtain and review a preliminary report for the Site from a title company selected by Developer and copies of the documents listed as title exceptions therein and shall deliver copies of the reports and documents to City together with a written description of any objections Developer may have to any of the title exceptions (and the rationale for the objections), it being understood that Developer shall have the right under the Agreement to perform/obtain an ALTA survey at Developer's cost and reasonably object to items (and locations of title exceptions) disclosed by such survey.

6. Prior to execution of the Disposition and Development Agreement, the Developer shall submit to the City for its review and approval all organizational documents for the entities signing the documents (and, to the extent requested by City, information, certifications and/or documents relating to the ownership, control and signing authority of the direct and indirect owners, members or partners of each such entity).

## ATTACHMENT NO. 3

## SPECIFIC CITY TASKS

1. Within seven (7) days after the date of this ENA, Developer and City staff shall determine the schedule for completing compliance with CEQA and processing entitlements necessary for construction of the Project including, but not limited to, discretionary permits.

2. City shall use good faith efforts to diligently prepare and process the required CEQA Documents. City agrees to submit a CEQA status report to the Developer monthly during the term of this ENA or as mutually determined by the Parties.

3. City and City staff will process the Developer's development application and other submissions in a timely manner.

4. City shall review the Developer's comments on the Disposition and Development Agreement and shall thereafter revise the draft Agreement to the extent reasonably permitted by the Agreement negotiations.

No consents, approvals or comments by City staff shall diminish, affect or waive either: (i) rights of the City to later impose conditions and requirements under CEQA; (ii) the rights of the City not to approve the Agreement; (iii) the City's governmental rights, powers and obligations.

Ms. Lisa Brinton, Project Manager
City of Seaside
440 Harcourt Avenue
Seaside, California 93955-4708

February 3, 2015
lbrinton@ci.seaside.ca.us
(831) 899-6883
www.ci.seaside.ca.us

Subject: ENA Extension For Seaside Senior Living, LLC
(APN 031-141-004; 550 Monterey Road Seaside, CA.)

Dear Lisa,

With this letter, Seaside Senior Living, LLC is respectfully requesting the City of Seaside City Council extend all deadlines for our ENA. All of our essential reports and obligations under the terms of the ENA are now complete and have been submitted to the City. Based on this effort, I do not believe we are in default. (see ENA Attachment No.2).

The ENA has five (5) conditions which we have completed or confirmed as having been met for the project: (1) the City has commenced California Environmental Quality Act (CEQA) compliance; (2) City Planning Applications for the Board of Architectural Review and the Planning Commission; (3) market study; (4) project feasibility and financing; and, (5) performance schedules.

(1) Reports for Initial Study (CEQA) -- (see the Attachment "A" for the list)
Along with a final project description, our consultants prepared eight (8) independent reports for the Initial Study, which have been completed and delivered to the City. The City's Consultant, LSA is preparing two (2) other reports for the Initial Study (Air Quality & Health Risk Assessment along California State Highway-1; and, Greenhouse Gas Emissions). The City in now ready to proceed with the next steps to complete the CEQA Initial Study; hold public hearings; and, to request the City Council determine final environmental clearance.

(2) Planning and Public Works Documents: We received a letter, dated January 15, 2015, addressing the last items to be completed in order for the City to find our two Planning Applications complete (Use Permit Application No. UP-14-05 and Board of Architectural Review Application No BAR-14-20). All requested information and changes to the latest set of drawings, submitted to the City on December 4, 2014, have been met. The project is ready to go before the Board of Architectural Review and the Planning Commission.

(3) Market Study: Our original Market Study was updated on October 28, 2014 and was submitted to the City. It confirms that the development concept for senior living in Seaside California, with operations by Seasons Management, LLC, is highly feasible. The report explains the need for additional senior living and memory care services in the greater Seaside-Monterey Bay Area. Assisted Living and Memory Care Facilities of the quality proposed in this project are significantly under-represented. The study also confirms that local Senior Demographics and the expected growth in the "Baby Boomer" sector encourage reliable occupancy and investment interests in the project.

(4) Project Feasibility and Financing: Collectively, Seaside Senior Living partners has built over 30 Assisted Living and Memory Care projects that are successful

investments, noted for their high-caliber operation and attractive design. With the help of our consultants and partners, we believe it is feasible to build and operate successful Assisted Living, Memory Care, and Co-Housing Facilities at this location in Seaside. A Preliminary Financing Plan (Plan) was sent to the City several months ago. The Plan consists of three (3) parts: funds to purchase the land and Close Escrow; Construction Financing; and, Permanent Financing. The partnership currently has the funds to Close Escrow upon receiving the Building Permit. Construction Financing is available to us through several banks with which we are currently working. Following a requirement in financing protocol, an application for a construction loan will be filed with a selected bank after all City Planning and Building Permits have been approved. Permanent Financing will be established when we receive our Certificate of Occupancy (CofO). On October 24, 2014 we forwarded a letter to the City from the Governor's Office of Business and Economic Development confirming the Seaside site at Monterey Road and Coe Avenue qualifies for EB-5 financing. While it may be premature to definitively settle our future financing agreements, we are seriously considering the use of a large investment pool created by our partners using EB-5 financing sources (http://www.uscis.gov/eb-5).

(5) Performance Schedules: Seaside Senior Living, LLC partners' program goal is to start construction by October 1, 2015. This effort is contingent on three administrative steps: (1) successfully complete CEQA by the Summer of 2015; (2) successfully complete the Board of Architectural Review and the Planning Commission hearings by the Summer of 2015; and, (3) successfully complete building permit applications by September 15, 2015.

There are a several items on file with the City that are current in their content and were submitted at an earlier date: the Articles of Incorporation (filed in the State of Oregon); the Operation Agreement; and, the Partnership Background and Résumés.

Should you require further information or clarification, please do not hesitate to contact me. Thank you for all of your assistance and I look forward to the City Council's hearing to approve this request.

Sincerely,
*Ricardo de la Cruz*
Ricardo de la Cruz

Cc: John Dunn, City of Seaside City Manager; Diana Ingersoll, P.E., Deputy City Manager; Rick Medina, Senior Planner; Eric Jacobsen, Seaside Senior Living, LLC

ATTACHMENT "A"

REPORTS FOR THE PROJECT'S INITIAL STUDY (CEQA)

1. Air Quality & Health Risk Assessment along California State Highway 1 and Greenhouse Gas Emissions:
LSA • San Luis Obispo • Ron Brugger • sanluisobispo@lsa-assoc.com
1998 Santa Barbara Street, Suite 120 • San Luis Obispo, CA. 93401
(805) 782-0745 • fax: (805) 782-0796

2. Arborist Report and Biological Resources:
Thompson Wildland Management (TWM)
57 Via Del Rey • Monterey, CA. 93940
Office (831) 372-3796; Cell (831) 277-1419; Fax (831) 655-3585
Email: thompsonwrm@gmail.com • Website: www.wildlandmanagement.com

3. Cultural Resources and Archaeology
ARCHAEOLOGICAL CONSULTING
Mary Doane • flame@razzolink.com
P.O. Box 3377 • Salinas, CA. 93912
(831) 422-4912 • Fax (831) 422-4913

4. Geology/Soils:
Haro, Kasunich & Associates
116 E Lake Ave. Watsonville, CA 95076
John Kasunich, P.E. and Christ George, P.E. –
Att. Chris George: cgeorge@harokasunich.com - (831) 722-4175

5. Hazards and Hazardous Material Assessment and Hydrology/Water Quality
WEBER, HAYES & ASSOCIATES
Patrick Hoban, Senior Geologist and Jacob Aman, Geologist (jacob@weber-hayes.com)
Hydrogeology and Environmental Engineering
120 Westgate Drive, Watsonville, CA. 95076
(831) 722-3580 • www.weber-hayes.com

6. Noise:
Environmental Consulting Services
Stanton Shelly • stanshell99@toast.net
18488 Prospect Road – Suite 1, Saratoga, CA. 95070
Phone: (408) 257-1045 • FAX: (408) 257-7235

7. Photometric Lighting Study:
JMPE • ELECTRICAL ENGINEERING • John Maloney, PE • maloney@jmpe.net
156 W. ALAMAR AVENUE • SUITE B • SANTA BARBARA CA. 93105
(805) 569-9216 • FAX: (805) 569-2405 • www.jmpe.net

8. Transportation and Traffic Study:
Hatch Mott MacDonald
1300 1st. Street Gilroy, CA. 95020
Jeff Waller and Keith B. Higgins • jeff.waller@hatchmott.com
(408) 848-3122 • Fax: (408) 848-2202

9. Project Description:
Hochhauser Blatter Architects, Inc.
122 East Arrellaga Street Santa Barbara, CA. 93101
Jay I. Blatter, AIA, LEED AP - jay@hbarchitects.com
805-962-2746 ext. 101