



AGENDA
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, April 18, 2019
7:00 PM

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alissa Kispersky	Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. 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).

5. PUBLIC COMMENT

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.

6. 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.

7. PRESENTATIONS

For informational purpose only. Not for Council action.

A. PRESENTATION OF THE 2019 FIREFIGHTER OF THE YEAR, 2018 POLICE OFFICER OF THE YEAR, 2018 POLICE DEPARTMENT SUPPORT PERSON OF THE YEAR AND RECOGNITION OF THE FINANCE DEPARTMENT

B. PROCLAMATION FOR ARBOR DAY

C. PRESENTATION OF THE APRIL 2019 HOUSE OF THE MONTH AWARD

RECOMMENDATION: To recognize Katie and Jack Hoesnes for beautifying and maintaining their property at 1054 Carson Street.

D. PRESENTATION OF THE BUSINESS OF THE FIRST QUARTER 2019

RECOMMENDATION: To recognize Cary Stiebel and Jayme Rivard, owners of The Reef, for improvements made to their commercial business "The Reef" located at 1900 Fremont Boulevard.

8. CONSENT AGENDA

A. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of March 26, 2019 through April 5, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of March 28, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,887,692.12.

B. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM OPERATION SECOND CHOICE, INC

RECOMMENDATION: Approve a Three Thousand Dollar (\$3,000.00) request from Operation Second Choice, Inc. for a donation from the Mayor's Youth Fund to help cover the cost of their youth activities and trips.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH FOOTBALL

RECOMMENDATION:

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Seaside Raiders Youth Football for a donation from the Mayor's Youth Fund to help cover the cost for team uniforms and equipment and to help offset the rising cost of field usage fees.

It is recommended that the City Council approve the request.

D. APPROVE A RESOLUTION AUTHORIZING THE SURPLUS OF TWO FIRE DEPARTMENT THERMAL IMAGING CAMERAS AND DONATION OF CAMERAS TO THE SAMOA (CALIFORNIA) PENINSULA FIRE DISTRICT.

RECOMMENDATION: Approve a resolution authorizing the surplus of two fire department thermal imaging cameras and donation of cameras to the Samoa (California) Peninsula Fire District.

E. APPROVE A RESOLUTION ACCEPTING CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES REIMBURSEMENTS IN THE AMOUNT OF \$190,000.00 FOR FIRE DEPARTMENT PERSONNEL TO ATTEND HAZARDOUS MATERIALS TRAINING AND CONTINUING EDUCATION AND DIRECT THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET CHANGES TO ACCEPT REIMBURSEMENT OF STATE GRANT FUNDS.

RECOMMENDATION: Approve a resolution accepting California Governor's Office of Emergency Services reimbursements in the amount of \$190,000.00 for fire department personnel to attend hazardous materials training and continuing education and direct the Finance Director to make the necessary budget changes to accept reimbursement of State grant funds.

F. ADOPT RESOLUTION APPROVING ENVIRONMENTAL CONSULTING SERVICES CONTRACT WITH DENISE DUFFY AND ASSOCIATES FOR THE DEVELOPMENT OF A COSTCO GAS STATION LOCATED AT NORTHEAST CORNER OF DEL MONTE BOULEVARD AND AUTOCENTER PARKWAY

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a contract with Denise Duffy and Associates for professional services associated with the preparation of environmental documents per the California Environmental Quality Act (CEQA) Guidelines for a COSTCO Gas Station in an amount to not exceed \$30,032.00 and authorize the City Finance Director to make the appropriate budget adjustments for this pass through expenditure.

9. BUSINESS ITEMS

A. ACCEPT RECOMMENDATIONS 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 AND 12 CONTAINED WITHIN THE JANUARY 18, 2019 CLA AUDIT REPORT AS PRESENTED AND DIRECT STAFF TO IMPLEMENT THE RECOMMENDATIONS, REQUIRE ANY PURCHASING CARD ISSUED TO ANY ELECTED OFFICIAL TO REQUIRE THE PRIOR APPROVAL OF THE CITY COUNCIL AT A REGULARLY SCHEDULED MEETING, AND RELEASE CITY COUNCIL FUNDS AS BUDGETED IN ACCORDANCE WITH CITY POLICY.

RECOMMENDATION: Accept recommendations 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12 contained within the January 18, 2019 CLA audit report as presented and direct staff to implement the recommendations, require any purchasing card issued to any elected official to require the prior approval of the City Council at a regularly scheduled meeting, and release City Council funds as budgeted in accordance with City policy.

B. ADOPT A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH KOFF & ASSOCIATES FOR THE FACILITATION OF THE CITY MANAGER AND CITY ATTORNEY'S PERFORMANCE EVALUATIONS AT A NOT TO EXCEED COST OF \$12,250

RECOMMENDATION: It is recommended the City Council authorize the Mayor to enter into an agreement with Koff & Associates for the facilitation of the City Manager and City Attorney's performance evaluations at a not to exceed cost of \$12,250.

C. RECEIVE PRESENTATION OF THE JUNE 30, 2018 COMPREHENSIVE ANNUAL FINANCIAL REPORT, THE SINGLE AUDIT REPORT, AND THE GOVERNANCE LETTER AND ACCEPT AND FILE THE REPORTS

RECOMMENDATION: Accept the June 30, 2018 Comprehensive Annual Financial Report, the related Single Audit Report, and the Governance Letter for the City of Seaside.

D. RECEIVE THE 2018-2019 MID-YEAR BUDGET REPORT, ACCEPT AND FILE THE REPORT, PROVIDE DIRECTION TO STAFF AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE PROPOSED BUDGET ADJUSTMENTS

RECOMMENDATION: Receive the FY 2018-19 Third Quarter Budget Report, accept and file the report, provide direction to staff, and consider adoption of a Resolution approving the proposed budget adjustments.

E. MARINA COAST WATER DISTRICT - REVIEW ORD COMMUNITY SPHERE OF INFLUENCE AMENDMENT AND ANNEXATION APPLICATION TO THE THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) OF MONTEREY COUNTY

RECOMMENDATION: To consider the Marina Coast Water District Ord Community Sphere of Influence Amendment and Annexation Application to the Local Agency Formation Commission (LAFCO) of Monterey County.

It is recommended that the Council consider the application and provide direction to staff as may be appropriate.

F. DISCUSS AND CONSIDER ADOPTION OF A RESOLUTION ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY AND CALL FOR A GREEN NEW DEAL TO RESTORE A SAFE CLIMATE

RECOMMENDATION: That the City Council discuss and consider adopting the attached resolution endorsing the declaration of a climate emergency and call for a new Green Deal.

G. DISCUSS AND CONSIDER APPROVING A LETTER OF SUPPORT FOR AB1783 (MAYOR OGLESBY)

RECOMMENDATION: That the City Council discuss approving a letter of support for AB1783.

10. COUNCIL MEMBER REQUESTS

11. 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.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 2, 2019

7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. City Council 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. Live streamed meeting videos as well as videos of past meetings are available on the City's website at: <http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

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
PROCLAMATION**



Arbor Day

April 26, 2019

***WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

***WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

***WHEREAS**, Arbor Day is now observed throughout the nation and the world; and*

***WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*

***WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and*

***WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and*

***WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal.*

***NOW THEREFORE, BE IT PROCLAIMED**, that, I, The Honorable Ian Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 26, 2019 as **“Arbor Day”** in the City of Seaside, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.*

*Ian Oglesby
Mayor*

April 18, 2019



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lori Merwin, Finance Assistant
Kimberly Drabner, Finance Director

DATE: April 18, 2019

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 26, 2019 through April 5, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of March 28, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,887,692.12.

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, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$507,917.43 for Payroll and benefits.
- \$466,689.70 to Granite Rock Company for work performed through 2/28/2019 at David Cutino Park (Phase I). Includes mobilization, SWPPP, demo/clear & grub, drainage & utilities, hardscape paving, synthetic turf field, site furnishing, irrigation, electrical, skate park, and black clad chain link fence.

- \$17,203.23 to Monterey County Convention & Visitor's Bureau for the TID (Tourism Improvement District) remittance for reporting period of February, 2019 for the 13 City of Seaside motels/hotels.
- \$13,684.00 to Monterey Peninsula Water Management District for July - December, 2018 services provided for tasks contained within the Watermaster's monitoring and management plan, and for water level and water quality data collection.
- \$51,320.37 to Pacific Gas & Electric for the collective payment for service period 1/25/2019 - 2/25/2019 for street lights, highway lighting, park lights and City office buildings.
- \$28,019.35 to U.S. Bank- CalCard for purchase card transactions made during the billing period of 11/23/2018 - 12/22/2018.
- \$13,651.82 to Duke's Root Control, Inc. for the purchase of 8,078 feet of 6" pipe for sewer root control.
- \$44,199.82 to Monterey County Elections Department for charges associated with the 11/6/2018 election. Includes set up fee, county employees, temporary staff, voter information guide, ballot printing and mailing, voting equipment, office transportation, notices, and indirect costs. Number of registered voters = 13,165.
- \$263,746.26 to U.S. Bank - St. Paul for debt service payment on 5/1/2019. City of Seaside joint powers financing authority lease revenue bonds (Measure X road improvements).
- \$39,699.60 to Project Dimensions, Inc. for February, 2019 services for David Cutino Park project - Phase I. Includes construction management and inspection services.
- \$10,500.00 to A & B Fire Protection and Safety, Inc. for (2) separate inspections of fire sprinklers at 6 City of Seaside buildings; 10/31/2018 - 11/5/2018 inspections \$4,750.00, and 1/3/2019 inspections \$5,750.00.

The remaining checks, totaling \$431,060.54 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There is no additional fiscal impact.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Superintendent

DATE: April 18, 2019

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM OPERATION SECOND CHOICE, INC**

PURPOSE & RECOMMENDATION

Approve a Three Thousand Dollar (\$3,000.00) request from Operation Second Choice, Inc. for a donation from the Mayor's Youth Fund to help cover the cost of their youth activities and trips.

BACKGROUND

Operation Second Choice is a counseling and mentor service/program for the youth in the community. The mentor goes to different schools in the community to provide this service. Operation Second Chance is requesting funds to help cover the cost of their youth activities and trips. The activities/trips include; the Monterey Bay Aquarium, Waste Management Center, athletic games, art museum, etc. The program will continue education on the benefits of recycling and other education skills geared toward the improvement and preservation of our communities.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Operation Second Choice, Inc. received their last donation at the June 01, 2017 City Council meeting.

FISCAL IMPACT

This request would be funded by a donation from the Waste Management's donation to the Mayor's Youth Fund.

ATTACHMENTS

1. Operation Second Choice 501(c)(3)
 2. Operation Second Choice W9
 3. Letter from Los Arboles Middle School Assistant Principal
 4. Letter from Crumpton Elementary Principal
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

Jul 18 16 01:58p

Bethel Baptist Church

851 899-3313

page 3
p.3

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

OPERATION SECOND CHOICE INC
C/O REV H H LUSK
4 YERBA BUENA COURT
SEASIDE, CA 93955

Employer Identification Number:
77-0417165

DLN:
600356006

Contact Person:
D. A. DOWNING

ID# 31805

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
FEBRUARY 199

Advance Ruling Period Begins:
AUGUST 1996

Advance Ruling Period Ends:
DECEMBER 31, 2000

Addendum Applies:
NO

Dear Applicant:

Our letter of the above date stated that we had determined your organization is exempt under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) and that you would be treated as a publicly supported organization and not as a private foundation during your advance ruling period. This was based on our determination that you could reasonably be expected to be an organization described in sections 170(b)(1)(A)(vi) and 509(a)(1) or in section 509(a)(2).

We also stated that at the end of your advance ruling period you would have to establish that you were in fact an organization described in one of the above sections.

Our records indicate that your advance ruling period begins and ends on the dates shown above. Your exempt status as an organization described in section 501(c)(3) is still in effect. However, to establish that you are a publicly supported organization described in sections 170(b)(1)(A)(vi) and 509(a)(1) or in section 509(a)(2), please complete the attached Form 8734, Support Schedule for Advance Ruling Period, for each of the tax years in your advance ruling period.

The information requested in this letter is required to support your claim to be other than a private foundation. It is needed in addition to any required Form 990 or other annual return. Please send it to us within 90 days from the end of your advance ruling period.

If we do not receive this information, we will presume you are a private foundation and you will be treated as a private foundation as of the first day of your first tax year for purposes of sections 507(d) and 4940 of the Code. In addition, if you do not provide the information by the time requested, it will be considered by the Internal Revenue Service that you have not taken all reasonable steps to secure the determination you requested.

Letter 1046 (DO/CG)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Operation Second Choice	
	2 Business name/disregarded entity name, if different from above OSC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► 701(c)3	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 276	Requester's name and address (optional)
	6 City, state, and ZIP code Seaside CA 93955	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 3/6/19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Los Arboles Middle School

HOME OF THE FALCONS

Monterey Peninsula Unified School District

294 Hillcrest Ave. • Marina, CA 93933 • (831) 384-3550

To Whom It May Concern:

I am writing on behalf of Harold Lusk and my endorsement for any award bestowed upon him. My relationship with Mr. Lusk spans the past twenty years and as a friend and colleague, I observed him working selflessly with our community's youth and more recently as a mentor at Los Arboles Middle School working with our students.

Mr. Lusk began volunteering at Los Arboles Middle School two months ago where he designed and started a club focused on improving student's self-confidence and approach to school and life. In the twenty years that I have known Mr. Lusk personally and professionally, he has an uncanny ability to build relationships with and inspire students. He is supportive of all students to not only reach their academic potential but is equally concerned with educating the whole student. Mr. Lusk is a tireless worker that holds high expectations for himself and raises the performance level of those around him. He consistently exceeds expectations and employs a rich and vast base of experience to all decisions and conduct.

Mr. Lusk is genuine and candid, a person who will serve as a wonderful role model to all students. He leads by example and has a natural skill set in connecting to teenagers. I look forward in working with Mr. Lusk and him making a positive difference in our students' lives. Without any reservations, again, I am pleased to endorse Mr. Harold Lusk.

If any of the above statements need clarification, please call me directly at 831.277.9526 or email at cfowler@mpusd.k12.ca.us.

Sincerely,

Chris Fowler
Assistant Principal
Los Arboles Middle School

Reginal Breland
Principal

Chris Fowler
Assistant Principal

Teddy Patigian and Rene Maschmeyer
Counselors

March 10, 2019

To whom it may concern:

It is with great pleasure that I write this letter for Mr. Harold Lusk. Mr. Lusk has been an irreplaceable force at Crumpton Elementary. Although the Lusk family has only been attending Crumpton this school year, their impact has been everlasting.

Mr. Lusk and I discussed a new mentoring program for Crumpton while at a parent teacher conference early in the 2018-19 school year. Immediately Mr. Lusk began with his ideas for a mentoring program specifically targeting underprivileged youth. His innovative ideas and supportive next steps were exactly what Crumpton students needed. Crumpton Elementary is a Title I school with a student population of 476 students. Over 70% of our population is on free or reduced lunch.

As Mr. Lusk started pushing into our 3rd grade class he immediately made an impact on students lives. Mr. Lusk became a constant person in our students' lives - he was there to offer advice, share life experiences and navigate challenges many of our students are experiencing. Most importantly, Mr. Lusk gave students an additional opportunity to have fun while at school. He is often found outside teaching the boys the fundamentals of sports and actively participating with the group. He works with our students that need additional supports while at school. Many of our students are faced with homelessness, abandonment and/or previous abusive situations. Mr. Lusk is able to restore faith in these students.

Weekly he is on the Crumpton campus completely immersed in the classroom and supporting our Crumpton students. During his time at Crumpton, Mr. Lusk has been able to establish a meaningful relationship with our students. The relationship is founded on the commitment and contribution from both Mr. Lusk and the students involved in the program. Although the program is new to Crumpton Elementary, Mr. Lusk has many exciting future plans for his program. He is in the process of securing funding for future field trips, community outreach and giving back to the Crumpton Elementary community.

To state that Mr. Lusk has my utmost support is an understatement. I welcome any questions or comments regarding Mr. Lusk and his contributions to Crumpton Elementary. I can be reached at (831) 392-3520 or shudson@mpusd.k12.ca.us.

Respectfully,

Sarah Hudson
Mrs. Sarah Hudson
Crumpton Elementary Principal



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Superintendent

DATE: April 18, 2019

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE RAIDERS YOUTH FOOTBALL**

PURPOSE & RECOMMENDATION

The purpose of this agenda item is for the City Council to consider a Three Thousand Dollars (\$3,000.00) request from Seaside Raiders Youth Football for a donation from the Mayor's Youth Fund to help cover the cost for team uniforms and equipment and to help offset the rising cost of field usage fees.

It is recommended that the City Council approve the request.

BACKGROUND

The Seaside Raiders Youth Football Organization is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to help cover the cost for team uniforms and equipment and to help offset the rising cost of field usage fees. The goal of the Seaside Raiders Youth Football Organization is to provide a quality program that teaches and instills values, leadership, sportsmanship and team work, while also encouraging academic success in the younger members of the community. They provide an outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking.

The Seaside Raiders encourage recycling by saving and giving all recyclables to families in need.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy.

FISCAL IMPACT

This request would be funded by a donation from Green Waste Recovery's donation to the Mayor's Youth Fund.

ATTACHMENTS

1. MYF - Seaside Raiders - 2019

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE MAYOR'S YOUTH FUND CONTRIBUTION POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving Seaside residents that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organization status (not a taxpayer's I.D. number) and a current W9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

<u>Individuals*</u>	25% of total cost of activity (not to exceed \$1,000.00)
Groups up to 20	up to \$1,500.00
Groups 21+	up to \$3,000.00

*Individual contributions must include an itemized list of all costs associated with the request including total cost of the activity.

In addition, funding will be limited to one contribution per year (every 12 months).

###

Mayor's Youth Fund Contribution Request

Prior to completing this request please review the attached contribution policy. All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to N. Towne, Recreation Services, City of Seaside, 440 Harcourt Avenue, Seaside, CA 93955.

Name of Organization: Seaside Raiders Youth Football

Name of Individual Submitting Request: Claudia Link

% Residents or Students of Seaside: 85%

#of Participants: between 150-200

Ages of Participants: 4-14

Mailing Address: PO Box 813, Seaside, CA 93955

Phone Number: Home: 831-920-2014 Work Cell: 831-277-9091

E-mail Address: claudiajlink@hotmail.com

Description of Event (Attach Additional Information as Necessary)

We provide a quality program that teaches and instills values, leadership, sportsmanship, team work, while also encouraging academic success in the younger members of the community. We provide an outlet that gives youth an opportunity to be active and physical at a time where physical education and physical programs are lacking.

Description of how the use of the funds will be specifically used for youth groups activities/events and/or has a nexus to the goals of recycling, cleanup and/or “green” sustainability to insure a healthy environment. Attach additional information as necessary.

We encourage recycling at all times. In the past have we have saved all recyclables and given them to one of our families in need who in turn used the money to help with household expenses.

Description of how your participation in this event or activity benefits the City of Seaside. See Mayor’s Youth Fund Contribution Policy.

Thousands of youth have participated in our football & cheer programs where they are taught disciple, responsibility, leadership, sportsmanship and respect. We provide a positive and safe experience that goes beyond what most of these children get at school and sometimes at home.

*Total Amount Requested: (See Contribution limits) \$3,000.00

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000.00. Applications that are incomplete will be returned.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: April 18, 2019

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE SURPLUS OF TWO FIRE DEPARTMENT THERMAL IMAGING CAMERAS AND DONATION OF CAMERAS TO THE SAMOA (CALIFORNIA) PENINSULA FIRE DISTRICT.

PURPOSE & RECOMMENDATION

Approve a resolution authorizing the surplus of two fire department thermal imaging cameras and donation of cameras to the Samoa (California) Peninsula Fire District.

BACKGROUND

Thermal imaging cameras allow firefighters to penetrate smoke and view surfaces; the camera assigns shades of grey to the various surface temperatures of objects. With rapid developments in technology thermal imaging has become a standard tool firefighters carry not only into fires for search and rescue, but fire attack, size-up, ventilation, hazardous materials and rapid intervention for downed firefighters.

In 2004, with contributions from many generous companies, non-profits and individuals, Seaside Fire Department was able to purchase its first set of thermal imaging cameras. Fifteen years later, with the advancements in technology, the department was able to replace our current inventory of three cameras. One of the three cameras was able to be traded in towards the purchase; however the other two did not qualify due to age.

Although Seaside Fire Department is not able to utilize the older style cameras, many departments are currently without these tools. The Fire Department would like to donate the two outdated cameras to an all-volunteer fire district in Samoa, California. The Samoa Peninsula Fire District will be accepting the equipment in "as-is" condition.

FISCAL IMPACT

There is no fiscal impact to the City as there is no trade in value to the cameras.

ATTACHMENTS

1. Thermal Imaging Camera Donation Resolution
-

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, appearing to be 'Craig Malin', written over a horizontal line.

Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A RESOLUTION AUTHORIZING THE SURPLUS OF TWO FIRE DEPARTMENT THERMAL IMAGING CAMERAS AND DONATION OF CAMERAS TO THE SAMOA (CALIFORNIA) PENINSULA FIRE DISTRICT.

WHEREAS, thermal imaging cameras allow firefighters to penetrate smoke and view surfaces; and,

WHEREAS, with rapid developments in technology thermal imaging has become a standard tool firefighters carry not only into fires for search and rescue, but fire attack, size-up, ventilation, hazardous materials and rapid intervention for downed firefighters; and,

WHEREAS, in 2004, with contributions from many generous companies, non-profits and individuals, Seaside Fire Department was able to purchase its first set of thermal imaging cameras; and,

WHEREAS, fifteen years later, with the advancements in technology the department was able to replace our current inventory of three cameras; and,

WHEREAS, Seaside Fire Department is not able to utilize the older style cameras, many departments are currently without these tools; and,

WHEREAS, the Fire Department would like to donate the two outdated cameras to an all-volunteer fire district in Samoa, California and the Samoa Peninsula Fire District will be accepting the equipment in "as-is" condition.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the surplus of two fire department thermal imaging cameras and donation of cameras to the Samoa Peninsula Fire District.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of April, 2019, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: April 18, 2019

SUBJECT: APPROVE A RESOLUTION ACCEPTING CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES REIMBURSEMENTS IN THE AMOUNT OF \$190,000.00 FOR FIRE DEPARTMENT PERSONNEL TO ATTEND HAZARDOUS MATERIALS TRAINING AND CONTINUING EDUCATION AND DIRECT THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET CHANGES TO ACCEPT REIMBURSEMENT OF STATE GRANT FUNDS.

PURPOSE & RECOMMENDATION

Approve a resolution accepting California Governor's Office of Emergency Services reimbursements in the amount of \$190,000.00 for fire department personnel to attend hazardous materials training and continuing education and direct the Finance Director to make the necessary budget changes to accept reimbursement of State grant funds.

BACKGROUND

The Cal OES Fire, Rescue and Haz/Mat Program developed a Regional Haz/Mat Program that is similar to the Cal OES Fire Engine Program. This Regional Haz/Mat Program is intended to provide additional response capability and fill in the gaps across the state where there is limited or no response capability for Haz/Mat incidents. Cal OES distributed twelve (12) Type II Haz/Mat Emergency Response Vehicles. Each of the Vehicles has all required Firefighting Resources of California Organized for Potential Emergencies (FIREScope) Type II standardized equipment.

In addition, Cal OES coordinates all of the required training for personnel who are not trained to the Specialist level for a FIREScope Type II Haz/Mat Response Team as well as continuing education. As part of the required training, Cal OES will cover the costs

for the necessary overtime, backfill, travel and tuition for those staff who are taking this required training.

Reimbursable costs included in this agreement also cover Haz/Mat team members from the City of Salinas Fire Department, CalOES desired only one agreement per state team and since Seaside Fire is the host agency, we are managing the agreement.

PREVIOUS CITY COUNCIL ACTION

At the May 18, 2017 City Council Meeting, City Council approved an identical agreement in the amount of \$452,455, those training funds were expended and reimbursed.

FISCAL IMPACT

There are no fiscal impacts associated with entering into this agreement. All costs associated with the acceptance of terms to the City of Seaside for hazardous materials training will be borne by Cal-OES.

ATTACHMENTS

1. Resolution Accepting Cal OES Funds
 2. Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A RESOLUTION ACCEPTING CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES REIMBURSEMENTS IN THE AMOUNT OF \$190,000.00 FOR FIRE DEPARTMENT PERSONNEL TO ATTEND HAZARDOUS MATERIALS TRAINING AND CONTINUING EDUCATION AND DIRECT THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET CHANGES TO ACCEPT REIMBURSEMENT OF STATE GRANT FUNDS.

WHEREAS, the Cal OES Fire, Rescue and Haz/Mat Program developed a Regional Haz/Mat Program that is similar to the Cal OES Fire Engine Program. This Regional Haz/Mat Program is intended to provide additional response capability and fill in the gaps across the state where there is limited or no response capability for Haz/Mat incidents; and,

WHEREAS, Cal OES distributed twelve (12) Type II Haz/Mat Emergency Response Vehicles. Each of the Vehicles has all required Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE) Type II standardized equipment; and,

WHEREAS, Cal OES coordinates all of the required training for personnel who are not trained to the Specialist level for a FIRESCOPE Type II Haz/Mat Response Team as well as continuing education; and,

WHEREAS, part of the required training, Cal OES will cover the costs for the necessary overtime, backfill, travel and tuition for those staff who are taking this required training; and,

WHEREAS, reimbursable costs included in this agreement also cover Haz/Mat team members from the City of Salinas Fire Department, CalOES desired only one agreement per state team and since Seaside Fire is the host agency, we are managing the agreement.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves a resolution accepting California Governor's Office of Emergency Services reimbursements in the amount of \$190,000.00 for fire department personnel to attend hazardous materials training and continuing education and directs the Finance Director to make the necessary budget changes to accept reimbursement of State grant funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of April, 2019, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

6154-2018

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

Seaside Fire Department

2. The term of this Agreement is:

START DATE

March 1, 2019, or upon DGS approval, whichever is later,

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$190,000.00

One Hundred Ninety Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Statement of Work	7
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Cost Sheet	1
Exhibit C *	General Terms and Conditions	1
Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Seaside Fire Department

CONTRACTOR BUSINESS ADDRESS

1635 Broadway Avenue

CITY

Seaside

STATE

CA

ZIP

93955

PRINTED NAME OF PERSON SIGNING

Brian Dempsey

TITLE

Fire Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

6154-2018

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

3650 Schriever Avenue

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Tabitha Stout

TITLE

Assistant Director of Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
STATEMENT OF WORK (SOW)

SEASIDE FIRE DEPARTMENT
REGIONAL HAZARDOUS MATERIALS RESPONSE (REIMBURSABLE)**1. OBJECTIVE**

This Agreement between the California Governor's Office of Emergency Services (hereinafter referred to as "Cal OES") and the Seaside Fire Department (hereinafter referred to as the "Fire Agency") shall govern the reimbursements for the Fire Agency's costs of backfilling positions or overtime costs to allow Fire Agency staff to attend, and successfully complete, hazardous materials training required by Cal OES (identified in Section 6, Part H and I), specifically related to the Regional Hazardous Materials Response (RHMR) Program. Cal OES and the Fire Agency will use the most cost effective means for providing funding for backfill or overtime costs. The intent is to provide the Fire Agency reimbursement for the least extraordinary costs incurred to send staff to Cal OES provided hazardous materials training (e.g. for on-duty staff attending training, Cal OES will reimburse backfill costs; for off-duty staff attending training, Cal OES will reimburse overtime costs of trainees).

This reimbursement will allow the Fire Agency to maintain regular staffing to avoid any degradation of services or reduction in emergency response capabilities to the local Fire Agency community during the training due to the absence of one (1) or more trainees.

The contract includes \$190,000.00 training dollars for the Fire Agency to attend and complete their certified Hazmat Technician A thru D, Hazmat Specialist F & G, Assistant Safety Officer (ASO), Hazardous Materials Incident Commander (HMIC), Hazardous Materials Refresher, or Rail Car training that meets California Specialized Training Institute (CSTI) requirement/standards.

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be from March 1, 2019, or upon approval, whichever is later, through June 30, 2020, with the option to extend for one (1) additional twelve (12) month term at the original rates evaluated and considered.
- B. The Fire Agency shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Fire Agency and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Fire Agency may execute written amendments.

3. BUDGETED AMOUNT

The award of this Agreement shall not exceed \$190,000.00 to include training, backfill and overtime and travel as appropriate. Any increases to this amount shall be agreed upon by Cal OES and the Fire Agency. Additionally, there is no obligation on Cal OES's part to utilize the entire amount.

4. PROJECT TASKS AND DELIVERABLES

The Fire Agency must perform project tasks and/or deliverables including, but not limited to, the following:

Cal OES will schedule various (CSTI) hazardous materials courses to maintain sustainability for the Cal OES Type II Haz Mat Response Team. The courses will provide initial training for new team members and continual education for existing personnel to maintain competency and prepare for emergency readiness. The staff attending the training courses will help assure that the Fire Agency is prepared for response to hazardous materials releases within the State of California.

As such, in order to allow the Fire Agency the ability to maintain its regular staffing and response capabilities necessary to protect the health and safety of their communities, Cal OES will reimburse the Fire Agency for any vacated positions that require backfilling, overtime, or any related travel costs incurred by Fire Agency employees, consistent with the California Fire Assistance Act (CFAA) rates and protocols, for attending the exercise, for negotiated costs up to the amount contained in Exhibit B-1, Cost Sheet for Personnel Costs.

In order to maximize the training benefit and build response capability statewide, Fire Agency and Cal OES agree that in any class offered under this Agreement, excess training spaces (up to normal class fill) will be open to enrollment for other agencies, at no tuition charge to those agencies or their personnel. Priority is RHMR team hosting the training, RHMR team from another jurisdiction, responders from hosting jurisdiction, and responders from another jurisdiction.

The Fire Agency will ensure that all reimbursable training meets the CSTI requirement/standards. The Fire Agency will ensure that staffing of the Cal OES Type II vehicle meets the California Hazardous Materials Type II Response Training requirements and ICS standards established in Title 8, Industrial Relations Section 5192. The list of personnel that the Fire Agency selects for training must be submitted at a minimum of thirty (30) calendar days prior to the start of class for approval by Cal OES Fire and Rescue Division.

The Fire Agency will ensure the reimbursable continual training is successfully completed so that the requisite number of certified Hazardous Materials Specialists will at all times be available to staff and operate the vehicle, including when the vehicle and its staff are activated through the Cal OES Fire and Rescue Mutual Aid System to provide Hazardous Materials Mutual Aid in accordance with the California State Mutual Aid Plan.

Upon such activation by Cal OES Fire and Rescue, the Fire Agency will provide a minimum of five personnel to staff the vehicle that are certified Hazardous Materials Specialists, one of whom must be trained to the minimum of Assistant Safety Officer Haz Mat per ICS-HM-222-5, and meeting or having the equivalent to the requirements found in Title 19 CCR 2520(R).

5. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

It shall be Cal OES's sole determination as to whether a deliverable has been successfully completed and acceptable to Cal OES. Acceptance criteria shall consist of the following:

- A. The Fire Agency is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.
- B. The Fire Agency shall meet all time-lines and deliverable due dates as described herein.
- C. Payment for tasks performed under this Agreement shall be as stated in Exhibit B-1, Cost Worksheet. It shall be Cal OES's sole determination as to whether the tasks and deliverables identified in this Agreement have been successfully completed and are acceptable.
- D. Invoices shall be due and payable, and payment shall be made, only after satisfactory completion of the training and acceptance of the invoice by Cal OES.
- E. In the event not all Fire Agency staff successfully complete the course, Cal OES reserves the right to reduce the invoice by the number of Fire Agency staff who did not successfully complete the course.
- F. Invoices shall be submitted monthly in arrears, identifying staff name, classification, period of service, and the costs per category as shown on the Exhibit B-1, Cost Worksheet.
- G. The Fire Agency costs related to failure by staff to successfully complete the course shall be costs of the Fire Agency, and shall not be billed to the Cal OES.
- H. Fire Agency will provide Cal OES with documentation that all members have completed required training.

6. FIRE AGENCY RESPONSIBILITIES

- A. The Fire Agency shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- B. The Fire Agency shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.

- C. The Fire Agency shall back-fill positions as required due to Fire Agency staff attending the training provided by Cal OES.
- D. The Fire Agency shall initially pay any costs associated for any positions that require backfill or for any overtime cost incurred by the Fire Agency employees for attending the training or exercises.
- E. The Fire Agency shall pay civilian personnel, not otherwise covered by the California Fire Assistance Agreement, at the rate and method formally negotiated and agreed upon prior to the exercise, between the Fire Agency and the Civilians rostered for the exercise in those positions.
- F. If a Fire Agency employee is unable to perform due to illness, resignation, or other factors beyond the Fire Agency's control, the Fire Agency shall provide qualified and suitable substitute personnel.
- G. Back-fill positions as required due to Fire Agency staff attending the Regional Hazardous Materials Response Training provided by Cal OES.
- H. Ensure the 17 members of their Hazmat Type II Team have the following certified training:
 - i. Hazardous Materials Technician A (all members)
 - ii. Hazardous Materials Technician B (all members)
 - iii. Hazardous Materials Technician C (all members)
 - iv. Hazardous Materials Technician D (all members)
 - v. Hazardous Materials Specialist F (all members)
 - vi. Hazardous Materials Specialist G (all members)
 - vii. Assistant Safety Officer (only required by three (3) members)
- I. Ensure the members of their Hazmat Type II Team are receiving continual educational opportunities to maintain competency utilizing the following certified training:
 - i. Hazardous Materials Incident Commander
 - ii. Hazardous Materials Refresher
 - iii. Rail Car

- iv. Hazcat Training
- v. Hazardous Materials Technical Reference Specialist
- vi. Hazardous Materials Instructor Certification

7. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Fire Agency communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Fire Agency to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

8. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Fire Agency as a result of this SOW. Should the work performed or the products produced by the Fire Agency fail to meet Cal OES's conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. Cal OES will notify the Fire Agency of such problems in writing within five (5) business days.
- B. The Fire Agency must respond to Cal OES within (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Fire Agency plans to mitigate the issue.
 - i. Failure by the Fire Agency to respond to Cal OES's initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all work accepted prior to termination.
- C. Cal OES will, within five (5) business days after receipt of the Fire Agency's corrective action plan, notify the Fire Agency in writing whether it accepts or rejects the plan.
 - i. If Cal OES rejects the corrective action plan, the Fire Agency will submit a revised plan within three (3) business days. Failure by the Fire Agency to respond to Cal OES's notification may result in immediate termination of the Agreement.
- D. Upon receipt of the revised corrective action plan, Cal OES will notify the Fire Agency in writing whether it accepts or rejects the revised plan within three (3) business days.

- i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.

- E. In the event of Agreement termination, Cal OES shall pay all amounts due the Fire Agency for all work accepted prior to termination.

9. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES's attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Fire Agency will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

First level: Larry Collins, Deputy Chief, Fire and Rescue Special Operations
(916) 845-8751
Larry.Collins@caloes.ca.gov

Second level: Eric Lamoureux, Deputy Director, Response & Recovery
(916) 845-8484
Eric.Lamoureux@caloes.ca.gov

Third level: Grace Koch, Chief Deputy Director
(916) 845-8553
Grace.Koch@caloes.ca.gov

10. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to 30 days written notice to the Fire Agency. In the event of such termination, Cal OES shall pay all amounts due the Fire Agency for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Fire Agency fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES's notification to the Fire Agency.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Fire Agency, if the Fire Agency or Cal OES's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Fire Agency is unable to render service as a result of any action by any governmental authority.

- C. The Fire Agency may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

11. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below.

For service related inquiries:

The California Governor's Office of Emergency Services		Seaside Fire Department	
NAME:	Chuck Tobias Assistant Chief	NAME:	Chris Schnute Captain
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	1635 Broadway Avenue Seaside, CA 93955
PHONE:	(916) 845-8830	PHONE:	(831) 899-6790
EMAIL:	chuck.tobias@caloes.ca.gov	EMAIL:	cschnute@ci.seaside.ca.us

For administrative Agreement inquiries:

The California Governor's Office of Emergency Services		Seaside Fire Department	
NAME:	Jodi Lopez Contract Analyst	NAME:	Chris Schnute Captain
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	1635 Broadway Avenue Seaside, CA 93955
PHONE:	(916) 845-8307	PHONE:	(831) 899-6790
EMAIL:	Jodi.lopez@caloes.ca.gov	EMAIL:	cschnute@ci.seaside.ca.us

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES's sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted **in triplicate** after services are rendered and shall include the following information:
 - A. Agreement No.
 - B. Fire Agency
 - C. Service
 - D. Itemized Cost
 - E. Invoice Date

Invoices shall be due and payable, and payment shall be made, only after Cal OES's Contract Manager's acceptance of services.

3. Submit invoices to:

California Governor's Office of Emergency Services
Attention: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655

4. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Fire Agency or to furnish any other considerations under this Agreement and the Fire Agency shall not be obligated to perform any provisions of this Agreement.
5. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES, or offer an amendment to the Fire Agency to reflect the reduced amount.
6. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
7. Invoices shall be submitted monthly in arrears, in triplicate, identifying staff name, classification, period of service, and the costs.

EXHIBIT B-1
COST SHEET

ITEM NO.	DESCRIPTION	PRICE
1	Personnel Costs (Backfill, overtime, travel, lodging, and per diem costs for attending the training)	\$190,000.00
	Total Award	\$190,000.00

Fire Agency travel reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the California Department of Human Resources (Cal HR) for excluded state employees and Fire Agencies. These rates and policies can be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>.

Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the Fire Agency's home or headquarters.

Above cost to be completed based on the classification levels staff utilized at the Fire Agency.

The Fire Agency will only be reimbursed based on the above costs. No other costs will be reimbursed without prior approval.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) 04/2017 are hereby incorporated by reference and can be accessed by visiting the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. AGREEMENTS FUNDED BY THE FEDERAL GOVERNMENT

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Cal OES by the United States Government for the Fiscal Year(s) 18/19 and 19/20 covered by this agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The department has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

2. DISPUTES

If the Fire Agency believes that there is a dispute or grievance between the Fire Agency and Cal OES arising out of or relating to this Agreement, the Fire Agency shall first discuss and attempt to resolve the issue informally with Cal OES Contract Manager. If the issue cannot be resolved at this level, the Fire Agency shall follow the following procedures:

- A. If the issue cannot be resolved informally with the Contract Manager, the Fire Agency shall submit, in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Fire Agency's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Fire Agency, the Supervisor shall make a determination on the problem, and shall respond in writing to the Fire Agency indicating the decision and reasons therefore. Should the Fire Agency disagree with the Supervisor's decision, the Fire Agency may appeal to the next level, following the procedure listed below.
- B. The Fire Agency must submit a letter of appeal to the Director explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Fire Agency's original grievance report, evidence originally submitted, and response from Supervisor. The Fire Agency's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Director or designee shall, within twenty (20) working days

of receipt of Fire Agency's letter of appeal, review the issues raised and shall render a written decision to the Fire Agency. The decision of the Director or designee shall be final.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Stearns, Community Development Manager

DATE: April 18, 2019

SUBJECT: ADOPT RESOLUTION APPROVING ENVIRONMENTAL CONSULTING SERVICES CONTRACT WITH DENISE DUFFY AND ASSOCIATES FOR THE DEVELOPMNENT OF A COSTCO GAS STATION LOCATED AT NORTHEAST CORNER OF DEL MONTE BOULEVARD AND AUTOCENTER PARKWAY

PURPOSE & RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a contract with Denise Duffy and Associates for professional services associated with the preparation of environmental documents per the California Environmental Quality Act (CEQA) Guidelines for a COSTCO Gas Station in an amount to not exceed \$30,032.00 and authorize the City Finance Director to make the appropriate budget adjustments for this pass through expenditure.

BACKGROUND

The Costco Wholesale is seeking a Use Permit and text amendment to Chapter 17 of the Seaside Municipal Code to redevelop a 42,683 square-foot (0.97 ac.) property located at northeast corner of Del Monte Boulevard and Autocenter Parkway to allow for the construction of a Costco brand gas station. The project includes a 6,768 square-foot fueling canopy, 12 gas dispensers, three (3) 40,000 gasoline underground storage tanks (UST) with three (3) remote fill ports, a controller enclosure, and associated site improvements. Location map is provided as Attachment 2.

Due to the City's limited staff and varying workload, City staff issued a Request for Proposal (RFP) for the environmental services contract on February 25, 2019 to assist with the highly specialized environmental review documents that would be associated with the project. The RFP was distributed to the following firms:

- Denise Duffy and Associates
- EMC Planning Group
- David Powers and Associates
- ESA Planning

In response to the RFP, DDA was the only firm to submit a proposal. The other firms all indicated that they there present workloads would not allow their participation at this time. The DDA proposal is provided as Attachment 3. As a pass-through contract, the applicant would be responsible for payment of the expenses incurred by DDA in accordance with the scope of work listed in the proposal.

After reviewing the submitted proposal, City staff finds the scope of work, schedule, and cost to be in line with the completion of the environmental services for the project. Additionally, DDA has demonstrated experience working on projects within the Monterey Peninsula, particularly transportation issues, as the firm is based in the City of Monterey. With DDA being the only firm to submit a proposal, City staff coordinated with the applicant on the proposal who indicated that they found the schedule and cost of the proposal to be acceptable.

FISCAL IMPACT

The costs associated with processing of the environmental review documents and related sub-consultant services for the project will be recovered from the applicant through the collection of a \$30,032.00 deposit prior to the initiation of work by DDA on the project.

ATTACHMENTS

1. Attachment 1 - Draft Resolution
2. Attachment 1 - Exhibit A Professional-Services-Agreement
3. Attachment 2 - Location Map
4. Attachment 3 - Denise Duffy and Associates COSTCO Proposal_3-15-19

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUHTORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DENISE DUFFY AND ASSOCIATES FOR ENVIRONMENTAL SERVICES ASSOCIATED WITH THE DEVELOPMENT OF A COSTCO BRAND GAS STATION.

WHEREAS, the City desires to utilize a professional consultant for the highly-specialized and technical services associated with the preparation of an Initial Study per the California Environmental Quality Act (CEQA) Guidelines to determine the type of environmental document that would be completed for the proposed Costco Gas Station, and

WHEREAS, Denise Duffy and Associates (DDA) is a highly qualified environmental and urban land use planning firm that specializes in providing CEQA services to municipalities and has the ability to provide the required services for the proposed project, and

WHEREAS, the costs associated with the provision of the environmental consulting services will be recovered from the applicant, and

WHEREAS, the City Council considered oral comments and written information concerning the proposed professional services agreement at a duly noticed public hearing held on April 18, 2019, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Manager to enter into a professional services agreement with DDA for the provision of environmental services agreement (Exhibit A) for the proposed project.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the City of Seaside, State of California, on the 18th day of April, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian Oglesby, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
COSTCO Gas Station**

This agreement is made by and between the City of Seaside (City), and Denise Duffy and Associates (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide environmental services for the preparation of an Initial Study in accordance with the California Environmental Quality Act (CEQA) Guidelines as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed Thirty Thousand and Thirty Two dollars (\$30,032.00).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on April 29, 2019 and terminate April 29, 2020.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency 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 legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error

or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal ability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out

of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

K. Project Management. Erin Harwayne, the Contract Manager or as designated by the Consultant, will represent the City for all purposes under this Agreement. Rick Medina, Senior Planner, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. 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, the Consultant shall perform the services described in this Agreement.
- b. The Consultant may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Erin Harwayne or any other designated person assigned to manage the project from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement,

Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

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

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

Consultant: _____

By: _____

Title: _____

Address: _____

Dated: _____, 2019

City of Seaside:

By: Craig Malin

Title: City Manager

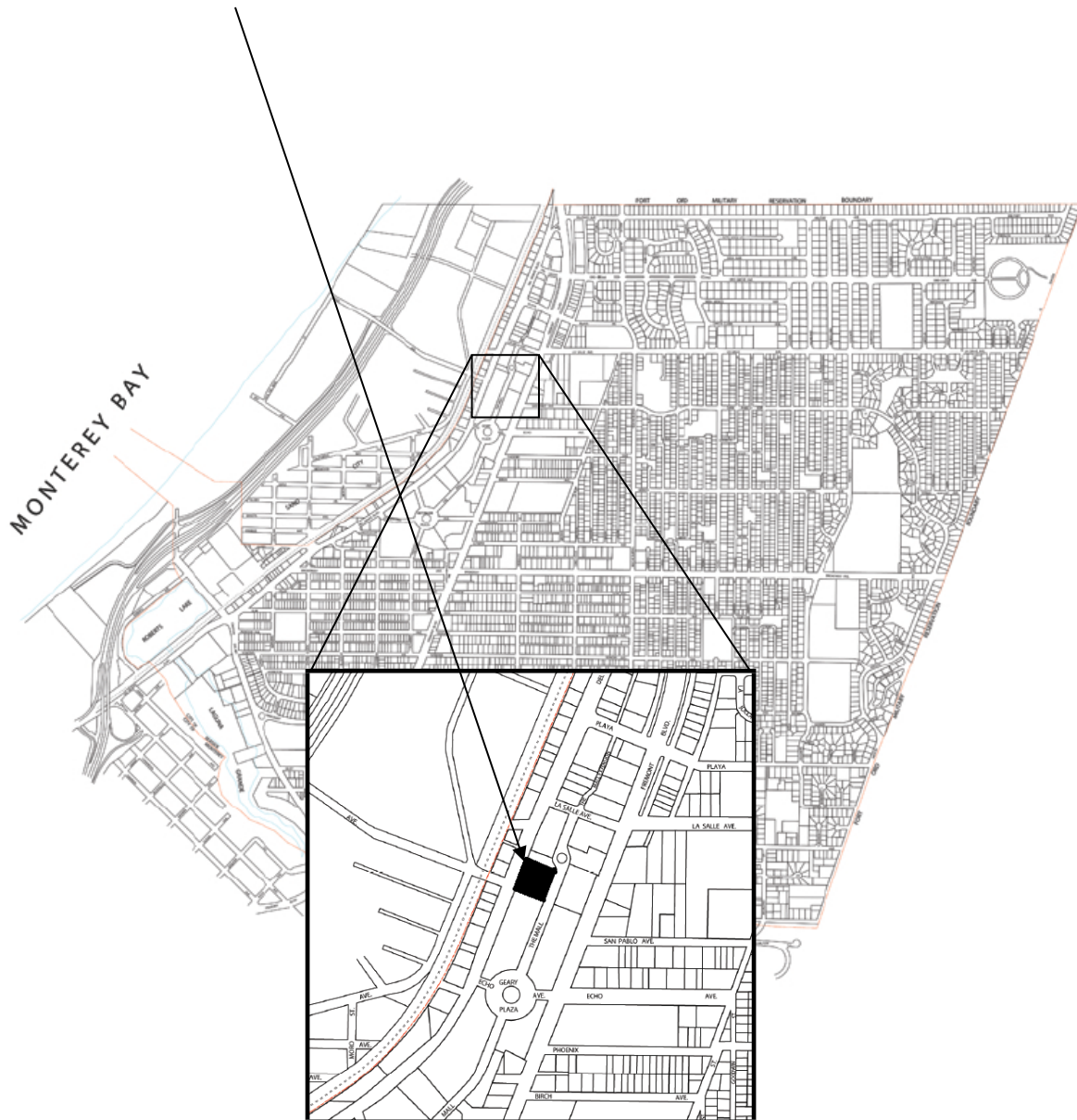
Attachments:

Exhibit A
Exhibit B

Scope of Work
Consultant's Proposal

Location Map

Project Site: Northeast corner of Del Monte Boulevard and Autocenter Parkway





Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

March 15, 2019

Rick Medina
Senior Planner
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: Proposal to Provide an Environmental Checklist Assessment for Determination of CEQA Requirements for a COSTCO Gas Station/Zoning Code Text Amendment

Dear Mr. Medina:

Thank you for providing Denise Duffy & Associates, Inc. (DD&A) with the opportunity to prepare a proposal in response to the City of Seaside's (City's) Request for Proposal (RFP) for the COSTCO Gas Station/Zoning Code Text Amendment project (project). Founded in 1983, DD&A has established itself as one of the premier environmental consulting and permitting firms in the Monterey Bay region. Our reputation is based on the extensive knowledge of our staff—environmental planning and science professionals, whose combined experience covers more than 100 years in resource planning, permit processing, and environmental consulting. As evidenced in this submittal, DD&A exceeds the required qualifications outlined in the RFP and is uniquely qualified to perform the environmental services identified. As a local consulting firm with the most skilled environmental practitioners, DD&A has the experience and knowledge to meet the City's needs.

DD&A's understanding is that this project involves construction of a 24-station COSTCO membership gas station. The project will require a text amendment to the City's Municipal Code to provide a conditional use which would allow a membership gas station in the Automotive Regional Commercial (CA) Zone. In preparing this proposal, DD&A conducted preliminary project review in consideration of the requirements of the California Environmental Quality Act (CEQA) and met with you to discuss information needs and the potential options for CEQA compliance. Based on our discussions, DD&A is providing a proposal that describes two potential options for CEQA compliance. DD&A will prepare an Initial Study (IS) environmental checklist per the specifications of the CEQA to determine whether the project is eligible for a Class 32 Infill Development exemption, or whether a Negative Declaration (ND) or Mitigated Negative Declaration (MND) will be required. Attached, please find a detailed scope of work, schedule, and budget to complete either compliance option, as well as firm and key personnel qualifications specifically related to the project.

If you have any questions, please do not hesitate to contact Erin Harwayne, AICP, Senior Project Manager, at (831) 373-4341 ext. 19, or via email at eharwayne@ddaplanning.com. Ms. Harwayne will be serving as the primary contact for this project. We appreciate you contacting DD&A regarding this opportunity and look forward to performing this work for you. Thank you for your consideration.

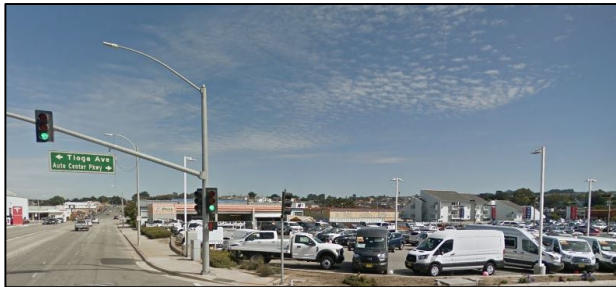
Sincerely,

Denise Duffy, Principal
DENISE DUFFY & ASSOCIATES, INC.

Proposal to Provide Environmental Services for the COSTCO Gas Station/Zoning Code Text Amendment Project

SECTION 1. INTRODUCTION

The following proposal has been prepared in response to a Request for Proposal (RFP) by the City of Seaside (City) to provide environmental consulting services for the proposed COSTCO Gas Station/Zoning Code Text Amendment Project (project). The City is seeking a qualified professional environmental practitioner to prepare an Initial Study (IS), and if deemed appropriate, either a Class 32 Infill exemption or Negative Declaration (ND) or Mitigated Negative Declaration (MND) for the construction of a 24-station COSTCO Gas Station, which would include a text amendment to the Seaside Municipal Code to allow a membership gas station as a conditional use in the Automotive Regional Commercial (CA) Zone. Denise Duffy & Associates, Inc. (DD&A) has prepared this proposal to highlight the experience of our firm and to describe our approach to successfully complete the requested services for the project.



DD&A's local presence and intimate familiarity with the critical environmental issues in the Monterey Bay region has resulted in the successful completion of thousands of projects over the last 36 years.

As identified in this proposal, DD&A is uniquely qualified to provide the requested services to the City. DD&A has been in business over 36 years as a land use planning and environmental consulting firm providing services in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, regulatory permitting, biological surveys and analyses, habitat restoration, compliance monitoring, environmental impact assessments, water supply and distribution planning, and contract planning. In addition, DD&A has a long-standing reputation for thorough and excellent environmental documentation preparation on complex projects located within the Monterey Bay Region. As a local consulting firm with the most skilled environmental planners and biologists, DD&A has the experience and knowledge required for this project, as discussed below:

- Expert knowledge of the planning, environmental review, and permitting processes with experience on thousands of projects in the Monterey Bay area, in addition to specific experience working with the City.
- Extensive experience processing project applications for similar projects requiring use permits and zoning amendments serving as on-call environmental consultants to a number of jurisdictions and agencies, including, but not limited to:
 - City of Del Rey Oaks
 - County of Monterey
 - Marina Coast Water District
 - California State University, Monterey Bay
 - Carmel-by-the-Sea
 - California American Water
 - City of Monterey
 - San Jose Water

- DD&A has consistently provided professional planning and environmental services to our clients in a timely manner, continually meeting budgets and schedules.
- DD&A staff is highly knowledgeable of CEQA, NEPA, and applicable planning laws, as well as precedent-setting case law to ensure the environmental analysis meets standards set by the courts.

Our staff has the needed combination of professional skills, hands-on experience and expert knowledge required to work effectively with the City, as well as others involved in the environmental review process. The local presence and experience offered by DD&A will foster communication and coordination, and ensure that required deadlines are met. DD&A has demonstrated an ability to meet tight schedules and budgets, as illustrated by our excellent working relationships with all the local jurisdictions and by completing scores of documents in the area. DD&A is committed to excellence and has the capabilities to provide the services necessary to meet contemporary planning and environmental challenges associated with the proposed project.

No other firm, either locally or nationally, has this level of specific experience to bring to this project.

Proposal Organization

This proposal consists of the following sections:

- **Section 1. Introduction:** includes a brief introduction to our firm qualifications and describes the organization of the proposal;
- **Section 2. Qualifications:** provides the key qualifications of the firm, including a company profile, overview of firm services, key personnel, and company resources;
- **Section 3. Project Management and Quality Assurance Approach:** describes DD&A's management philosophy and proven approach in order to provide quality deliverables;
- **Section 4. Project Understanding and Scope of Work:** describes our understanding of the project requirements and a scope of work; and
- **Section 5. Schedule and Cost Estimate:** provides the estimated project schedule and a not-to-exceed budget.

SECTION 2. QUALIFICATIONS

Company Profile

DD&A offers professional, environmental consulting and land use planning services to local, regional, state, and federal government bodies and other agencies, in addition to private land owners and developers. As a land use planning and environmental consulting firm, we provide environmental impact and constraints assessments, project management, development application processing, natural resource analyses, permitting assistance, and contract planning. Established in 1983, DD&A is an award-winning, state recognized, woman-owned business with over 36 years of demonstrated success in the completion of environmental analysis and documentation. We have earned a well-respected reputation in the preparation of environmental documentation in compliance with NEPA and CEQA, with a proven track record for meeting clientele needs and successfully completing the requirements for state and federal environmental review.

DD&A is committed to effective problem solving that allows clients to meet their planning and development goals while respecting the natural resources that enrich our communities. We provide professional, personalized service to assure that all work products are of the highest quality. DD&A's staff of expert planners and environmental specialists provide a comprehensive review of project development, detailed evaluation of environmental resources, and identification of innovative solutions for avoiding impacts.

In addition to a full staff of environmental planners, DD&A provides specialized biotic consultation through our Natural Resources Division (NRD). The NRD provides technical evaluations on projects involving wetland and riparian evaluations and delineations (per both state and federal regulations), habitat restoration projects, coastal and marine ecology, rare plant surveys, wildlife biology, hydrologic assessments, CEQA/NEPA documentation, constraints analyses, biological assessments, and natural environment studies. DD&A has considerable experience coordinating and managing permit applications through different state and federal agencies, including California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Boards (RWQCB) and the State Water Resources Control Board (SWRCB), the National Oceanic and Atmospheric Administration/National Marine Fisheries Service (NOAA/NMFS), U.S. Army Corps of Engineers (USACOE), U.S. Fish and Wildlife Service (USFWS), the California Coastal Commission (CCC), the Department of Housing and Urban Development (HUD), and other agencies.

DD&A assembles a team of experts, customized specifically for each project to ensure the most qualified professionals can assist the client in the approval and completion of their project. Our team utilizes a specific set of criteria to ensure that each of the selected sub-consultants would meet the requirements of our clients, including: 1) ability to complete project deliverables on time; 2) previous working experience on similar projects; 3) previous experience working with the client; and 4) level of technical expertise in key topical areas. Project team interaction and individual expertise, as well as the project manager's involvement in each project, ensures efficient environmental analysis with a high standard for performance and quality. DD&A utilizes a variety of analytical resources in support of our environmental analyses. These tools include ArcGIS 10.4, Trimble Pro Geo 7 Series, Adobe Creative Suite, Microsoft Office Suite, California Natural Diversity Database (CNDDB) subscription, and air quality modeling software.

The firm is headquartered in Monterey, California with a satellite office in San Jose, California. DD&A is certified by the State of California as a Woman-Owned Business (#13824) and a Small Business Enterprise (#20855). DD&A is also certified by the Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission as a Diversified Supplier (#1007A045).

Environmental & Planning Services

DD&A offers a broad range of services in the fields of land development, environmental planning, natural resource evaluation, entitlements/permit acquisition, and geographic information system (GIS) to guide public and private entities through the environmental and development processes.

Land Use Planning/Contract Planning

DD&A planners with comprehensive knowledge of local, state, and federal planning laws and practices provide analyses for all levels of project review and entitlement processing, including:

- Project Management/Project Coordination
- Site Constraints Analysis and Feasibility Studies
- Entitlements and Permitting for Development Projects
- Contract Planning
- Master Plan and Specific Plan Preparation
- Plan and Policy Consistency Analyses
- Visual Simulations

CEQA Compliance

DD&A specializes in preparing environmental documentation in compliance with CEQA requirements, including the preparation of the following:

- Joint CEQA/NEPA documents and Agency Coordination
- Categorical Exemptions
- Initial Studies and Negative/Mitigated Negative Declarations
- Environmental Impact Reports
- Mitigation Monitoring & Reporting Programs

Natural Resources Evaluation

DD&A's multidisciplinary team of scientists furnishes a full range of biological and ecosystem services, including:

- Reconnaissance-Level Surveys
- Habitat and Resource GIS Mapping, Inventory, and Database Creation
- Biological Impact Reports for CEQA and NEPA analysis
- Agency Coordination and Consultation
- Biological Assessments and Agency Consultation under Section 7 of federal Endangered Species Act (ESA)
- Natural Environment Studies for Caltrans/Federal Highway Administration
- Wetland Assessments and Delineations
- Habitat and Wetland Restoration Planning, Design, and Implementation
- Protocol-level Special-Status Species Surveys
- Regulatory Agency Permit Preparation and Acquisition (see below)
- Habitat Management Plans, HCPs, and Natural Community Conservation Plans (NCCP)
- Biological Monitoring and Compliance, including Construction Monitoring and Worker Education/Training

Public Outreach

The CEQA process includes many opportunities for public participation, and as such, DD&A has managed many projects that require public outreach and participation. DD&A has a fully integrated public outreach team with experience providing community outreach efforts for projects of all types, including:

- Community Outreach Plans
- Stakeholder Identification
- Agency Coordination
- Public Meetings
- Media Relations
- Online Outreach

Geographic Information System Services

DD&A incorporates GIS into resource planning to evaluate complex analytical and spatial resources with accuracy and clarity, including:

- GPS Data Collection Equipment and Skills
- GIS Data Creation, Management, Manipulation

Regulatory Agency Permitting

DD&A has experience working closely with local, state, and federal regulatory agencies to provide project permitting services for clients. DD&A's contacts within regulatory agency and familiarity with different permitting processes can help take permitting tasks that would otherwise be difficult to manage and make them as streamlined as possible. DD&A has extensive project-based experience complying with the following regulatory requirements:

- Clean Water Act Section 401 – RWQCB Water Certifications
- Clean Water Act Section 402 – National Pollutant Discharge Elimination System Permits
- Clean Water Act Section 404 – ACOE Nationwide and Individual Permits
- California Fish & Game Code Section 1602 – CDFW Lake or Streambed Alteration Agreements
- Federal Endangered Species Act Section 7 and 10 Incidental Take Authorizations
- State Endangered Species Action Section 2081 Incidental Take Permits
- California Coastal Act Coastal Development Permits
- Coastal Zone Management Act Compliance
- Monterey Bay National Marine Sanctuary Construction Authorizations
- Agency Coordination and Consultation

Compliance with Environmental Requirements

DD&A planners and environmental specialists provide expert assistance to public agencies and developers to assure regulatory compliance. In addition, DD&A's NRD provides biological monitoring services and construction phase monitoring and compliance in accordance with Mitigation Monitoring and Reporting requirements, conditions of approval, and regulatory agency requirements.

- On-Site Construction Monitoring
- Worker/Crew Education and Awareness Training
- Mitigation Design, Implementation, and Monitoring
- Restoration Plans
- Reporting
- Condition Compliance

DD&A Key Personnel

This section of the proposal contains staff biographies of the key personnel that DD&A would be assigned to the City's project. Every member of DD&A's staff identified in this section is qualified to provide the full range of services required to complete the project based on the information provided in the City's RFP. Ms. Erin Harwayne, AICP, would be the primary contact serving as DD&A's project manager. Resumes for Ms. Harwayne and other key personnel can be provided upon request.

Denise Duffy, Principal

Education: B.A., Environmental Studies, University of California, Santa Barbara

Credentials: Association of Environmental Professionals
American Planning Association

Denise Duffy is the founder of the company and has extensive experience in environmental analysis, project management, entitlement processing, and interagency coordination. Ms. Duffy is a leader in the field of land use planning, environmental, and public policy in the Central Coast area and brings over 36 years of experience in CEQA and NEPA processing and project management for major projects. Her experience qualifies her as project manager, development expert, and land use consultant for major planning projects in California. Ms. Duffy is an expert in developing policy consensus for planning projects while working in a variety of positions that require governmental cooperation and citizen involvement. Ms. Duffy, as the owner and principal of DD&A, oversees all major environmental and development review projects.

Erin Harwayne, AICP, Senior Planner/Environmental Scientist/Project Manager

Education: B.S., Earth Systems Science & Policy (Marine and Coastal Ecology), California State University, Monterey Bay

Credentials: American Institute of Certified Planners – American Planning Association
Association of Environmental Professionals – Board Member

Erin Harwayne has extensive experience in managing complex projects where interagency coordination, resource management, and public outreach are integrally important. She has over 18 years of experience preparing all types of environmental documentation in compliance with CEQA for a wide variety of natural resource, residential/commercial/mixed-use, educational, public works, water facility, and transportation projects. Her areas of emphasis include land use planning, natural resource analysis, resource permitting, and compliance with federal and state ESAs. She has applied these skills in resource management and planning projects, as well as in the preparation of biological assessments and CEQA impact analyses. As a certified professional planner by the American Institute of Certified Planners (AICP), Ms. Harwayne is skilled in all aspects of land use and planning, including policy development and interpretation, impact assessment, alternatives evaluation, mitigation design, interagency coordination, and technical study peer review.

As Project Manager, Ms. Harwayne would provide on-going project management services, including overseeing the preparation of all documentation, scheduling surveys and site access, managing subconsultants, coordinating with the client to confirm project scope and appropriate communication protocols, developing and maintaining a project schedule and budget, coordinating staff assignments, and overseeing quality control/quality assurance protocols to ensure all reports and deliverables are prepared in accordance with applicable requirements.

Diana Staines, AICP, Associate Environmental Planner

Education: B.S., Environmental Management and Protection with a City and Regional Planning Minor, California Polytechnic State University, San Luis Obispo

Credentials: American Institute of Certified Planners – American Planning Association

Ms. Staines has nine years of experience in the environmental field working with private and public entities. Her experience is diverse and includes experience in land use permitting and regulatory compliance. In addition, Ms. Staines has contributed in the preparation of all levels of CEQA and NEPA documentation. Her responsibilities as an Associate Planner include environmental analysis, entitlements, mitigations, government, and public outreach. Ms. Staines served as Deputy Project Manager for the Pure Water Monterey Groundwater Replenishment Project EIR, a major water supply project which involved coordination with multiple regulatory agencies and local jurisdictions.

Liz Camilo, Assistant Environmental Planner/Scientist

Education: B.S., Environmental Studies, University of California, Santa Barbara

Credentials: Association of Environmental Professionals

Ms. Liz Camilo is an Assistant Environmental Planner/Scientist with five years of experience in the environmental field working with private and public entities. Her experience is diverse and includes expertise with CEQA/NEPA documentation, resource planning, statistical analysis and modeling, GIS/GPS, field ecology, and wildlife management. Ms. Camilo utilizes her multidisciplinary knowledge in environmental policy, science, and technology to provide support in preparing, writing, and reviewing legally defensible CEQA compliant planning documents, including IS/MNDs and EIRs. Her responsibilities as an Assistant Environmental Planner/Scientist include supporting project managers with the preparation of CEQA/NEPA documents, data compilation, entitlements, mitigations, mapping, graphics, and proposal preparation.

Company Resources

All members of the DD&A team have committed to providing the staff time and resources required to complete the requested services. DD&A has demonstrated an ability to meet tight schedules and budgets, as illustrated by our continued excellent working relationships with local, state, and federal jurisdictions and by successfully completing thousands of environmental documents in the area. Below is a summary of our approach and established practices for maintaining staff availability and completing projects in compliance with performance schedules, based on over 36 years of experience with the public sector within Central California coast.

DD&A has the ability to work closely, to maintain availability, and to coordinate effectively with clients, and, in particular, experienced with working with public and regulatory agencies. As discussed in the Project Management and Quality Assurance Approach below, upon project initiation, DD&A assigns a Project Manager to oversee the environmental review process. Specifically, to ensure the continued availability of staff, the Project Manager conducts weekly in-house staff meetings to communicate among other DD&A Project Managers to determine best use of staff resources, determine staff workload, and assign available staff. In addition, the Project Manager and assigned staff are willing and committed to working extra hours as needed to maintain availability and stay on schedule. In addition, it is our intent as the client's consultant to manage the project in a manner that maintains a project's schedule and budget. DD&A partners with highly reputable and qualified subconsultant firms with which we have established strong working relationships to assure both quality and timeliness.

DD&A has experienced staff immediately available to provide the environmental services requested to meet the project needs. If awarded the contract, DD&A would ensure that this project remains a top priority to our firm and that staff is always immediately available for the duration of the contract.

SECTION 3. PROJECT MANAGEMENT AND QUALITY ASSURANCE APPROACH

In providing environmental services for the City, it is DD&A's intention to work closely with the project team to provide thorough, objective, and clear environmental review in a timely manner and ensure that deliverables are consistent with the requirements of CEQA and the City. The environmental review will be technically and legally accurate, as well as understandable to decision-makers and the public. This will be achieved through early and continuous client coordination, responsive and efficient project management, and implementation of high performance standards. The environmental analysis will utilize existing data as a baseline as appropriate, supplemented by project-specific data collection and technical studies, as needed.

DD&A's management philosophy is based on personalized service, accessibility, and accountability. DD&A would assign Erin Harwayne, AICP, as Project Manager based on her extensive history with regulatory permitting, compliance monitoring, and projects in the project vicinity. She will be responsible for reviewing all technical and project data, coordinating with the client and project team, assigning and overseeing in-house staff, maintaining the project budget and schedule, and providing quality assurance on deliverables. All documents will be internally reviewed by in-house senior staff and edited for technical and legal accuracy, editorial proficiency, and clarity of presentation. Schedules and budgets are tracked once a month, or more frequently as needed, by the Project Manager for all active projects. Project team interaction and individual expertise, as well as the Project Manager's involvement the project, will ensure efficient environmental analysis with a high standard for performance and quality.

DD&A implements a standardized Quality Assurance/Quality Control Program as part of our planning and environmental services. All technical documents will be internally reviewed by senior staff and edited for technical and legal accuracy, editorial proficiency, and clarity of presentation. DD&A's Review Checklist includes review for overall readability, technical adequacy, and editorial quality. Overall readability involves ensuring the document successfully conveys through text and graphics the nature and resolution of environmental issues associated with the project, and the document is logical and well-organized. Technical adequacy involves reviewing the document for completeness in addressing CEQA requirements, reasonableness of impacts, regulatory framework is accurately applied, and contains the appropriate level of detail. The review for editorial quality involves checking for consistency, grammar, and typographical errors.

All documents will be reviewed to confirm that they appropriately address CEQA requirements in addition to applicable local, state, and federal agency regulations. All draft environmental documents will be provided to the project team prior to circulating to the public. DD&A will use the following methods to ensure the accuracy and quality of all services and products completed:

- Clearly defining all components of the proposed project and each alternative,
- Establishing a schedule and prioritizing deadlines,
- Providing clear communication of all expectations/milestones throughout the process,
- Incorporating up-to-date knowledge of recent CEQA-related case law and legislation,
- Verification of accuracy of all draft and final work products,
- Careful internal review of both documents and technical procedures by senior staff members, and
- Regular schedule/budget tracking.

DD&A strongly believes in using the most recent qualitative and quantitative tools to effectively evaluate a project's environmental effects. DD&A utilizes a variety of analytical resources in support of our environmental analyses. These tools include ArcGIS 10.4, Trimble Geo 7 Series with Zephyr 2 Antenna, Adobe Creative Suite, CNDDB subscription, URBEMIS 2007, CALINE-4, and EMFAC 2007 and other modeling software. DD&A is capable of providing reports, specifications, plans, and schedules in Microsoft Word, Excel, and Project. The DD&A team is committed to meeting individual project schedules and scope requirements.

When necessary, DD&A has the company resources and commitment to expedite project schedules. DD&A strategies to meet strict deadlines include:

- Prioritize deadlines by scheduling available staff;
- Work closely with the lead agency and project team to avoid delays;
- Set clear goals and timelines, including a strict timeline for preparation of the document and related studies;
- Obtain commitment from staff, subconsultants, and other team members to meet this schedule;
- Conduct regular progress meetings (in person or by phone) to resolve issues quickly; and
- Work overtime as needed to meet critical milestones.

SECTION 4. PROJECT UNDERSTANDING AND SCOPE OF WORK



DD&A understands that the project consists of the construction of a 24-pump gas station on a 42,633 square-foot property located at the north eastern corner of the intersection of Del Monte Boulevard and Auto Center Parkway. The gas station would be owned and operated by COSTCO and would be a membership gas station in which gasoline products would only be available for purchase by active COSTCO members. The project is located in the City's Automotive Regional Commercial (CA) Zone, and would require a text amendment to the City Municipal Code to allow the project as a conditional use.

DD&A is proposing to prepare an IS for the proposed project, in accordance with the IS Study Checklist in Appendix G of the CEQA Guidelines. Based on the findings of the IS, the proposed project may qualify as a Class 32 exemption or require a Negative Declaration or Mitigated Negative Declaration. The following scope of work outlines the tasks required to successfully complete both potential outcomes.

SCOPE OF WORK

Task 1. Project Initiation/Data Collection

DD&A will initiate the project by consulting with the City to obtain pertinent reports, project information, and design plans. Project initiation will include the following tasks:

- Review additional available background information,
- Conduct initial project management and technical consultant coordination,
- Attend a kick-off meeting with the City to discuss the project documentation approach and finalize the scope of work,
- Identify data and documentation needs,
- Confirm format, quantities, and distribution of deliverables, and
- Establish schedules and protocols for communication.

DD&A will visit the site to assess the environmental conditions of the site and its surroundings. DD&A will collect, compile, and refine data needed to complete the environmental documentation. Where applicable, the data assembled will be incorporated into a GIS database to assist in the environmental evaluation. Data gathered as part of this task will be reviewed and used to develop a comprehensive picture of the environmental resources that may be affected by the proposed project. DD&A assumes maximum use of available data for this analysis. During this task, DD&A will complete review and assessment of the information already available and identify any outstanding data needs.

Task 2. Draft and Final Project Description

This scope of work assumes that the project applicant and City will provide sufficient information based on the site plan and application for DD&A to prepare a Draft Project Description. DD&A will prepare a Draft Project Description defining all aspects of the project, including, but not limited to, project background, location, goals and objectives, planning and engineering details, limits of construction, affected properties and phasing (if any), construction schedule and equipment, graphics to illustrate the project plans, and anticipated permitting and approval actions. This scope of work assumes site plans and drawings will be provided by the

project applicant. The project description will describe the proposed project as well as the required zoning text amendment. DD&A will submit a Draft Project Description electronically to the City and project applicant, if necessary, for review and comment. Based on comments received from City, DD&A will finalize the Project Description for inclusion in the IS. This scope of work assumes one round of comments on the Draft Project Description.

Task 3. Prepare Draft Technical Studies

DD&A has completed a preliminary review of the application, site plan, and other project-related documentation. It is anticipated that updated air quality, greenhouse gas emissions, noise, and traffic analyses will likely be required to satisfy the environmental and permitting processes for the proposed project. DD&A will retain AMBIENT Air Quality and Noise Consulting (AMBIENT) to prepare the Air Quality and Greenhouse Gas Emissions Impact Assessment and the Noise & Groundborne Vibration Impact Assessment. DD&A understands that COSTCO has provided the City a scope of work from Kittelson & Associates (Kittelson) to complete the Traffic Impact Analysis (TIA). DD&A, AMBIENT, and Kittelson will coordinate with the City to discuss and finalize the project assumptions and scope of the studies. This scope of work assumes that DD&A will manage the TIA process and provide a peer review of the applicant's TIA. It is anticipated that the scope of the studies will include the following:

- **Air Quality Analysis and Greenhouse Gas Emissions:** Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described, if needed. However, field monitoring of meteorology and pollutant emissions is not included. The local topographic effects on pollutant dispersal will be discussed. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.

The analysis of air quality impacts will be based on the Monterey Bay Air Resources District's (MBARD) recommended guidance. The California Emissions Estimator Model will be used to estimate short-term construction and long-term operational emissions of criteria air pollutants and GHG emissions. Emissions modeling will be conducted based, in part, on trip-generation rates to be obtained from the traffic analysis prepared for this project. Localized air quality impacts, including emissions of carbon monoxide, particulate matter, and toxic air contaminants are anticipated to be minor and will also be qualitatively assessed. This assessment will include a qualitative assessment of onsite fuel storage and dispensing emissions utilizing screening criteria developed by the California Air Pollution Control Officers Association. Applicable MBARD rules and regulations for the control of onsite emissions will be discussed. The preparation of dispersion modeling and health risk assessments is not anticipated to be required for this project and is not included.

Air quality and GHG impacts will be compared with applicable MBARD significance thresholds for determination of significance. A list of mitigation measures will be prepared for any impacts found to be significant or potentially significant. The effectiveness of proposed mitigation measures will be quantified and included in the report.

- **Noise and Groundborne Vibration:** The noise impact analysis will include a description of the existing noise environment, including nearby noise sources and noise-sensitive receptors, based on existing environmental documentation and a review of site reconnaissance data. As part of the site reconnaissance, AMBIENT Air Quality & Noise Consulting will conduct up to ten short-term (i.e., 10-15 minute) noise measurement surveys at various locations on and in the vicinity of the proposed project site to document the existing noise environment. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

To assess potential construction noise impacts, sensitive receptors and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Noise levels of specific construction equipment will be determined and resultant noise levels at nearby land uses (at given distances from the source) will be calculated.

Long-term (i.e., operational) traffic noise levels will be quantified for existing and proposed project conditions, based on traffic data to be obtained from the traffic analysis prepared for the project. Traffic noise modeling for the proposed project will be conducted using the Federal Highway Administration's roadway noise prediction model. Predicted changes in traffic noise along existing roadway segments will be quantified and presented in tabular format. Non-transportation noise sources associated with the proposed project will be identified and potential noise impacts to nearby noise-sensitive land uses will be discussed.

Groundborne vibration levels associated with construction equipment will be discussed and predicted vibration levels at nearby land uses will be quantified. Groundborne vibration levels will be evaluated in comparison to commonly applied thresholds for structural damage and human annoyance. Long-term increases in operational vibration levels are anticipated to be minor and will be qualitatively discussed.

The significance of noise impacts will be determined in comparison to applicable City noise standards. Mitigation measures will be prepared for any impacts found to be significant or potentially significant. The effectiveness of proposed mitigation measures will be quantified and included in the report.

- **Traffic Impact Analysis:** The traffic study will include the preparation of a trip generation analysis and the assessment of on-site circulation (queuing analysis), parking, and potential traffic impacts during construction and operation. Traffic operations at two intersections will be analyzed based on City standards. Public access will also be reviewed to ensure that the project adequately provides safe crossings and is ADA compliant. The project applicant will be providing the traffic report for City and DD&A review. Traffic data from the South of Tioga project will be reviewed and utilized, as appropriate. This scope of work assumes DD&A will manage the traffic analysis and provide a peer review of the report.

AMBIENT and Kittelson will each provide an Administrative Draft of the technical analyses in electronic format to the City for review and comment.

Task 4. Prepare Administrative Draft IS

DD&A will prepare an Administrative Draft IS for the project in accordance with CEQA requirements. The IS will be prepared using a format similar to Appendix G of the CEQA Guidelines (2019) and in accordance with City requirements. The IS will be the basis for the City's determination of whether the project qualifies for an exemption, or a ND or MND should be prepared (please see **Task 5**). This scope of work assumes potentially significant impacts can be mitigated to a less-than-significant level and the preparation of an EIR would not be required. Thresholds of significance will be determined based on state, regional, or local criteria. The proposed IS will contain the following sections:

1. **Project Description.** Description of project background, location, elements, and objectives supplemented with graphics to illustrate the proposed improvements. This section will identify the characteristics of the project and construction details. Please refer to **Task 2**.
2. **Environmental Setting, Impacts, and Mitigation.** Description of the setting for each impact area, evaluation of impacts based on established CEQA thresholds, and identification of mitigation for potentially significant impacts.

3. **Completed CEQA Checklist.** Site survey and analysis to identify the significance of impacts for each impact area.
4. **Graphics.** Preparation of appropriate graphics and tables to present the environmental analysis.
5. **References.** Identification of all sources and persons contacted during preparation of the document.

The IS will address all issue areas identified in the most current version of the CEQA Environmental Checklist, including aesthetics, agricultural resources, air quality, biological resources, cultural/tribal resources, energy, geology/soils, greenhouse gas emissions, hazardous materials, land use/planning, mineral resources, population/housing, public services, recreation, transportation, utilities, and wildfire. The primary areas of analysis are summarized below.

Aesthetics: The project will require nighttime lighting and, therefore, may result in nighttime glare. The project applicant will provide a photometric lighting plan for the analysis, which will be included as an appendix to the IS.

Air Quality Analysis and Greenhouse Gas Emissions: The project will incorporate the results of the technical analysis completed as part of **Task 3**. The study will be included as an appendix to the IS.

Cultural/Tribal Resources. Under Assembly Bill (AB) 52 requirements, tribal consultation should be completed by the City, as the CEQA lead agency, or through an authorized agent of the lead agency. DD&A will work with the City to complete consultation per AB 52 requirements. It is not anticipated that cultural resources are present on the project site; however, there is always the potential to encounter unknown resources during ground-disturbing activities. Standard measures are typically implemented to reduce potential impacts to unknown cultural resources. Therefore, a cultural study is not proposed.

Hazards/Hazardous Materials: This section will describe the use of hazardous materials at the site as related to the proposed fueling station, and evaluate any other public hazards on the site in accordance with CEQA. Based on discussions with the City, it is assumed that a Phase I Environmental Site Assessment has been prepared for the property and will be available for the analysis.

Hydrology/Water Quality: The IS will describe the drainage conditions in the area and on the project site, based on information provided by the City. This will include an evaluation of the potential increase in impervious surfaces and storm water runoff. The environmental analysis will consider the potential water quality impacts from construction and post-construction activities on the site. Local and regional programs for maintenance of water quality (e.g., NPDES, RWQCB, C.3 Provisions) will be identified. Proposed Best Management Practices (BMPs) will be identified to control the discharge of storm water pollution in accordance with regulatory requirements, based on information provided by the project engineer. The Storm Water Control Plan will be provided by the applicant and included as an appendix to the IS.

Land Use/Consistency with Plans: The IS will include an evaluation of the project's consistency with relevant local, regional, and state land use plans and policies, including those in the City's General Plan and Municipal Code. The project will require a text amendment to the Seaside Municipal Code to allow a membership has station as a conditional use in the CA Zone, which will be addressed in this section and other topical sections, as necessary. This section will also address the project's consistency with existing adjacent uses, as applicable. DD&A will coordinate with the City and project applicant to ensure that potential access issues are addressed with adjacent property owners.

Traffic: The results of the traffic analysis completed as part of **Task 3** will be incorporated.

Other CEQA Requirements: The IS will address all other CEQA-required sections, including mandatory findings of significance and references. For any issue areas where impacts will have no impact or result in beneficial impacts, a reasoned discussion for each topic will be provided for each conclusion.

DD&A will submit an electronic copy of the Administrative Draft IS in Microsoft Word and PDF formats to the City for review and comment. Comments and revisions on the Administrative Draft IS will be incorporated into a Draft IS.

Task 5. CEQA Determination

DD&A will consult with the City to determine the level of environmental review required for the project based on the findings of the IS and in accordance with CEQA Guidelines. DD&A will prepare a memorandum and submit to the City documenting the determination. Depending on the findings of the IS, the project may either qualify for an exemption (Option 1) or a ND or MND (Option 2) may be required. The tasks required to complete both options for CEQA compliance are outlined below.

OPTION 1:

Task 6. Prepare Draft and Final Notice of Exemption

DD&A will prepare a Draft Notice of Exemption (NOE) finding that the proposed project is exempt from CEQA and providing evidence that the project will not have a significant effect on the environment. It is anticipated that the project may qualify under a Class 32 Infill exemption; other exemptions may also be applicable. DD&A will include the traffic, air quality and greenhouse gas emissions, and noise analyses as evidence, as well as the IS. DD&A will submit an electronic copy of the Draft NOE to the City for review and comment. This scope of work assumes one round of comments. DD&A will respond to comments and revise the NOE, as needed. DD&A will provide the City with a Final NOE electronically for their records and filing the Monterey County Clerk, if the project is approved.

Task 7. Meeting/Hearing Attendance

This scope of work assumes attendance of two meetings at City offices (in addition to the meetings identified in **Task 1**) and preparation of associated meeting materials. This scope of work assumes that DD&A will attend one public hearing and assist with preparing associated materials, including the staff report, CEQA findings, and presentation. DD&A will be available at the hearing to present the project and answer any questions. If the project is approved at the public hearing, DD&A will file the NOE within five business days. The filing of this notice will establish the 35-day statute of limitations under CEQA. This scope of work assumes that the City will be responsible for payment of any filing fees, if applicable.

OPTION 2

Task 6. Public Review Draft IS/ND or MND

The Draft IS completed in Task 4 will be circulated as the Public Review Draft IS. The Public Draft IS will include a ND or MND, to be signed by the City. DD&A will prepare the draft and final notices required for public circulation, including the Notice of Intent for local posting and distribution and Environmental Document Transmittal for the Monterey County Clearinghouse. The notices will be prepared using City format requirements. DD&A will submit the draft notices to the City for review and comment and will finalize the notices accordingly. DD&A will submit 10 electronic copies of the Public Draft IS/ND or MND and required notices on compact disk (CD) to the City. This scope of work assumes that the City will be responsible for local posting and distribution, including publishing the notices in a local newspaper, at the project site, by email, and/or on the City's website. On behalf of the City, DD&A will be responsible for submitting one hard copy of the Draft IS/ND or MND and required notices to the Monterey County Clerk, which will initiate the a 20-day public review period. It is anticipated that the project will not require any state agency approvals or permits;

therefore, the IS/ND or MND would be filed with the County Clerk for not less than 20 days. This scope of work assumes coordination with the City in the posting and distribution process, including City review and comment on the notices and DD&A assisting with the preparation of the distribution list.

Task 7. Response to Public Comments and Preparation of Final IS/ND or MND

Following the 20-day public review period, DD&A, in consultation with the City, will prepare written responses to any comments received on the Public Review Draft IS/ND or MND. Written responses will be included in the Final IS/ND or MND along with any necessary revisions. This proposal assumes a set number of staff hours to complete the responses to comments. Additional work effort to respond to comments in excess of that estimated in the budget would require a budget amendment. DD&A will submit an Administrative Draft Final IS/ND or MND in electronic format to the City for review and comment. DD&A will incorporate comments and prepare and submit the Final IS/ND or MND in electronic format to the City. DD&A will prepare and submit a draft and final Notice of Determination (NOD) to the County, to be filed within five business days of project approval.

Task 8. Mitigation Monitoring and Reporting Program

If mitigation measures are required and an MND is prepared, DD&A will prepare the required Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA (CEQA Guidelines Section 21081.6). DD&A will follow applicable guidelines and City requirements for form and content. A Draft MMRP will be submitted to the City for review and comment prior to preparation of the Final MMRP.

Task 9. Meeting/Hearing Attendance

This scope of work assumes attendance of two meetings at City offices (in addition to the meetings identified in **Task 1**) and preparation of associated meeting materials. This scope of work assumes that DD&A will attend one public hearing and assist with preparing associated materials, including the staff report, CEQA findings, and presentation. DD&A will be available at the hearing to present the project and answer any questions. If the project is approved at the public hearing, DD&A will file the NOD within five business days. The filing of this notice will establish the 35-day statute of limitations under CEQA. This scope of work assumes that the City will be responsible for payment of any filing fees, if applicable.

SECTION 5. SCHEDULE AND COST ESTIMATE

DD&A will complete the identified tasks within approximately three to five months, depending on level of CEQA compliance, after receipt of the authorization to proceed and all project information.

Tasks	Timeframe
Task 1. Project Initiation/Data Collection	1 week
Task 2. Draft and Final Project Description	1 week
Task 3. Prepare Draft Technical Studies	6 weeks
Administrative Draft Technical Studies	4 weeks
City/DD&A Review	1 week
Prepare Draft Technical Studies	1 week
Task 4. Prepare Administrative Draft IS	3 weeks
Administrative Draft IS	1 week
City Review	1 week
Prepare Draft IS	1 week
Task 5. CEQA Determination	1 week
Total Tasks 1-5 Timeframe	12 weeks (approx. 3 months)
OPTION 1: Exempt	
Task 6. Prepare Draft and Final NOE	2 weeks
Draft NOE	1 week
City Review/Finalize NOE	1 week
Task 7. Meeting/Hearing Attendance	On-going/Public Hearing assumed to occur during Task 6
Total Tasks 1-5 Plus OPTION 1 Timeframe	14 weeks (approx. 3.5 months)
OPTION 2: ND or MND	
Task 6. Public Review Draft IS/ND or MND	6 weeks
Prepare Public Review Draft IS, ND or MND, and Notices	1 week
City Review	1 week
Publish Public Review Draft IS, ND or MND, and Notices	1 week
Public Review Period	20 days (approx. 3 weeks)
Task 7. Response to Public Comments and Final IS/MND	3 weeks
Administrative Draft Final IS/MND	1 week
City Review	1 week
Final IS/MND (incl. time for final decision process/hearing)	1 week
Task 8. Mitigation Monitoring and Reporting Program	1 week (concurrent with Task 7)
Task 9. Meeting/Hearing Attendance	On-going/Public Hearing assumed to occur during Task 7
Total Tasks 1-5 Plus OPTION 2 Timeframe	21 weeks (approx. 5 months)

The cost for completing the scope of work will not exceed \$26,356 for Option 1, or \$30,032 for Option 2. The budget is presented in the attached spreadsheet. All work will be billed monthly based on tasks completed. Expenses associated with the environmental services include, but are not limited to, mileage, graphics, delivery, and copying. The cost estimate does include CEQA filing fees.

DDA Cost Proposal
City of Seaside
COSTCO Gas Station/Zoning Code Text Amendment

TASKS #		Principal	Senior Project Manager	Senior Environmental Scientist/Planner II	Associate Planner/Scientist	Assistant Planner/Scientist	Graphics/GIS	Administration	Subconsultant	Expenses	Total Direct Costs (incl admin fee)	Task Total
	Rate	\$ 225.00	\$ 163.00	\$ 150.00	\$ 108.00	\$ 97.00	\$ 103.00	\$ 63.00				
Scope of Work, Tasks 1-7												
1	Project Initiation/Data Collection		2			2		1		\$ 20	\$ 23	\$ 606
2	Draft and Final Project Description		1	1		2	4	1		\$ 20	\$ 23	\$ 1,005
3	Prepare Draft Technical Studies											
	Air Quality/GHG Emissions		1	1					\$ 5,250	\$ -	\$ 6,038	\$ 6,351
	Noise		1	1					\$ 6,000	\$ -	\$ 6,900	\$ 7,213
	Traffic Analysis		2	2					\$ -	\$ -	\$ -	\$ 626
4	Prepare Administrative Draft IS		2	8	20	30	10	4		\$ 20	\$ 23	\$ 7,901
5	CEQA Determination	1	1			1				\$ 20	\$ 23	\$ 508
	Subtotal hours	1	10	13	20	35	14	6				
	Subtotal Tasks 1-5	\$ 225	\$ 1,630	\$ 1,950	\$ 2,160	\$ 3,395	\$ 1,442	\$ 378	\$ 11,250	\$ 80	\$ 13,030	\$ 24,210
OPTION 1												
6	Prepare Draft and Final NOE		1		1	2		1			\$ -	\$ 528
7	Meeting Attendance		8			2		1		\$ 50	\$ 58	\$ 1,619
	Subtotal hours	0	9	0	1	4	0	2				
	Subtotal Tasks Option 1	\$ -	\$ 1,467	\$ -	\$ 108	\$ 388	\$ -	\$ 126	\$ -	\$ 50	\$ 58	\$ 2,147
OPTION 2												
6	Prepare Public Review Draft IS/ND or MND		2	2	4	6	2	1		\$ 50	\$ 58	\$ 1,967
7	Preparation of Response to Comments/Final IS/ND or MND	1	1	2	2	8		1			\$ -	\$ 1,743
8	Preparation of Mitigation Monitoring and Reporting Plan		1		1	1		1			\$ -	\$ 431
9	Meeting Attendance		8			2		2		\$ 50	\$ 58	\$ 1,682
	Subtotal hours	1	12	4	7	17	2	5				
	Subtotal Tasks Option 2	\$ 225	\$ 1,956	\$ 600	\$ 756	\$ 1,649	\$ 206	\$ 315	\$ -	\$ 100	\$ 115	\$ 5,822
Summary of Cost Options												
TOTAL COST Task 1-5 plus Option 1		\$ 225	\$ 3,097	\$ 1,950	\$ 2,268	\$ 3,783	\$ 1,442	\$ 504	\$ 11,250	\$ 130	\$ 13,087	\$ 26,356
TOTAL COST Task 1-5 plus Option 2		\$ 450	\$ 3,586	\$ 2,550	\$ 2,916	\$ 5,044	\$ 1,648	\$ 693	\$ 11,250	\$ 180	\$ 13,145	\$ 30,032



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

BY: Craig Malin, City Manager

DATE: April 18, 2019

SUBJECT: ACCEPT RECOMMENDATIONS 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 AND 12 CONTAINED WITHIN THE JANUARY 18, 2019 CLA AUDIT REPORT AS PRESENTED AND DIRECT STAFF TO IMPLEMENT THE RECOMMENDATIONS, REQUIRE ANY PURCHASING CARD ISSUED TO ANY ELECTED OFFICIAL TO REQUIRE THE PRIOR APPROVAL OF THE CITY COUNCIL AT A REGULARLY SCHEDULED MEETING, AND RELEASE CITY COUNCIL FUNDS AS BUDGETED IN ACCORDANCE WITH CITY POLICY.

PURPOSE & RECOMMENDATION

Accept recommendations 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 12 contained within the January 18, 2019 CLA audit report as presented and direct staff to implement the recommendations, require any purchasing card issued to any elected official to require the prior approval of the City Council at a regularly scheduled meeting, and release City Council funds as budgeted in accordance with City policy.

BACKGROUND

Section 9 of the January 18, 2019 CLA Forensic Audit Report contains sixteen recommendations to improve internal controls and practices relative to City Council expenditures. Recommendations 13 – 16 deal exclusively with internal controls and practices related to the Family Care Reimbursement section of the City's Expense and Use of Public Resources Policy and do not require action as the Family Care Reimbursement Policy is not currently operational, per City Council direction.

Eleven of the first twelve numbered recommendations are thoughtful improvements to prior City policy or practice and should be implemented, with the following notes:

Recommendation #2 – reference to the Family Care reimbursement is not applicable

Recommendation #7 – align Councilmember reimbursement limits for travel with the recently updated staff limits, which are premised on Federal per-diem rates

Regarding the #5 recommendation in the CLA report related to Councilmember travel expenses paid via a City-issued CAL Card, staff does not support and will not issue a purchasing card to any Councilmember in the future without the City Council explicitly voting to do so at a regular City Council Meeting. Consequently, implementing the #5 recommendation in the CLA report is not recommended.

Should the City Council approve the motion as recommend, staff will implement the recommendations, and the expenditure of City Council funds will normalize, under the updated and improved policies.

ATTACHMENTS

1. January 18, 2019 CLA Investigation Report, Pages 85 – 91
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Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

9. Recommendations

The following recommendations are based on CLA's understanding of the processes and procedures relating to Council Member Travel Expenses as identified through this forensic accounting and investigative services engagement. These recommendations are for the City to consider and it is up to the City to determine whether the recommendations will be implemented, to what extent they will be implemented, and the process for implementation.

1) Ensure that all expenses are posted to the appropriate accounts and for the correct amounts in the City's general ledger.

As stated in Finding Number (1), CLA identified errors in posting expenses to the general ledger in the correct amounts or to the correct general ledger account. It is imperative that expenses be posted accurately to the general ledger so that an appropriate record exists for each expense.

2) Establish a process to verify that the Council Member travel budget and *Family Care Reimbursement* budget have sufficient funds prior to incurring expenses for these accounts, and obtain approval from the City Council in a public meeting when the budgets must be exceeded.

As stated in Finding Number (2), the Council Member travel expense budgets of one or more years for four Council Members was exceeded. Additionally, the *Family care Reimbursement* budget was exceeded in the two years that it existed. Establishing a process to verify sufficient funds are available prior to incurring the expense will help prevent these types of overages. The use of a checklist may be implemented to record this review. In accordance with the City's *Expense and Use of Public Resources* policy, if the requested expense appears to exceed the established budget, the request for the expense must be presented to the City Council for approval at a public meeting prior to the expense being incurred.

3) Implement a procedure whereby anticipated Council Member travel outside of California are presented to the City Council for approval, along with an estimated total cost, prior to incurring any related expenses such as conference registration and travel reservations.

As stated in Finding Number (3), one instance of travel for Mayor Rubio and six instances of travel for Council Member Jones were for travel outside of California that was not presented for approval by City Council at a public meeting. In order to implement this procedure, training must be provided to Council Members as well as to those individuals responsible for assisting the Council Members in making travel arrangements. If family care costs are anticipated as part of a Council Members' travel, the total cost presented to the City Council for approval should include the estimated family care costs. The checklist mentioned in recommendation 2 above should have an area to record whether the request includes out-of-state travel and the day it was approved by City Council at a public meeting. The support retained for such expenses should include this checklist.

- 4) Establish a process whereby Council Members engaging in out-of-state travel report to the City Council at a public meeting about the meetings, conferences, and/or out-of-state travel attended by the Council Members at the City's expense.**

As stated in Finding Number (4), although Council Member Jones communicated to the City Council during a public meeting about taking a grant writing class, she did not state the location for travel or the associated cost. The City should implement a process to ensure that a report is given to the City Council of all travel related meetings (or conferences) attended at the City's expense, as required by *Section VII of the City's Expense and Use of Public Resources* policy. The report must be given at the following City Council meeting and should include all meetings and conferences attended at the City's expense. This report should include details related to the purpose of the event, location of the event, benefit to the City, and total related expense incurred by the City for the Council Member, including whether any family care costs were incurred.

- 5) For Council Member travel expenses paid using a City-issued CAL-Card, require that Council Members turn in to the city a *Travel Reconciliation* form listing all of the expenses incurred for instances of travel along with the related conference itinerary and receipts.**

As stated in Finding Number (4), Council Member Jones made charges to her City-issued CAL-Card for expenses that represented personal expenses, as they were not incurred in the performance of her official duties as a Council Member. As stated in Finding Number (7), there were several instances where receipts were not turned into the City, the receipts turned in were not detailed receipts (Finding Number (12), or there was insufficient support to understand the purpose of the travel (i.e. conference flyer/itinerary; Finding Number (14)). To prevent such occurrences, whether Council Member expenses are incurred directly by a charge to a CAL-Card or requested through an expense reimbursement, Council Members must within ten days of their return, turn into the City a *Travel Reconciliation* form (required by the City's *Expense and Use of Public Resources* policy). This form should list each expense incurred and be supported by detailed receipts, and the conference itinerary. Prior to processing payment for expense reimbursements or payment for the CAL-Card charges, the finance department should review the completed form and the attached details and itinerary to verify that the listed expenses are consistent with the necessary travel costs based on the submitted conference itinerary. For example, the number of days should be reasonable based on the location and the beginning and ending dates of the conference. Meals charges should only be included if the meals were not provided by the conference. *The Travel Reconciliation* form can be used by the Council Members to identify the total expense related to the instance of travel in their presentation to the City Council as mentioned in Recommendation Number 4.¹²²

¹²² If a similar process is not already in place for City employees engaging in travel at the City's expense, the City must consider implementing the same process of requiring that a form be completed providing the details of travel accompanied by the travel itinerary and related detailed receipts.

6) Provide training to Council Members concerning the *City Expense and Use of Public Resources* policy.

As stated in Finding Number (5), CLA identified instances where Council Member Jones charged to her City-issued CAL-Card for meals that exceeded the city-established limits of \$12.00 for breakfast, \$18.00 for lunch, and \$36.00 for dinner. CLA also identified three charges for Mayor Pro Tem Alexander and one charge for Council Member Campbell that was in excess of the City-established limits.¹²³ The City must provide appropriate training to Council Members during the onboarding process, and at least every two years thereafter, to inform them of City policies and procedures applicable to them. This training must include a discussion of the City's *Expense and Use of Public Resources* policy, and training on how to complete their expense reimbursement forms, so that they are aware of the types of expenses not allowed by City policy.¹²⁴

7) Consider reviewing and possibly updating the *City Expense and Use of Resource* policy for items within the policy that may be too difficult to comply with (for example, consider updating the \$1.00 maximum allowance for the airline bag check-in fee).

As stated in Finding Number (5), there were seven instances Council Member Jones incurred a cost of \$25.00 per instance when she checked in a bag while traveling. The *City Expense and Use of Resources* policy provides for a \$1.00 allowance for bag check-in fees. However, the median cost for baggage check-in fees is approximately \$25.00 to \$30.00 per checked-in bag. The City may consider assessing whether this allowance is sufficient to reasonably cover the associated cost.

8) Update the City's *Expense and Use of Public Resources* policy to provide guidance to City employees and Council Members regarding travel that must be canceled due to an emergency or sudden illness. Provide appropriate training to employees and Council Members, especially purchasing cardholders, regarding their duty of stewardship over the use of limited public resources.

As stated in Finding Number (6), there were several instances in which Council Member Jones paid for airfare, car rental, lodging, and conference registrations with her City-issued CAL-Card and did not attend the related conference. It is imperative that City employees and Council Members understand their duty of stewardship over the City's funds, especially individuals that are issued purchasing cards. There will be occasions when an emergency or sudden illness prevents the person from traveling as scheduled; however, these instances should be rare. Recurring instances of canceled travel by the same individual should be further evaluated by City management and an assessment made regarding whether that individual should be authorized to travel in the future at a cost to the City.

¹²³ Both Mayor Pro Tem Alexander and Council Member Campbell reimbursed the City on January 16, 2019, for the questioned cost related to their expenses in excess of the City policy limits.

¹²⁴ Other unallowed expenses include payment to a Political Action Committee as detailed in Finding Number (9) and reimbursement for gasoline as detailed in Finding Number (10).

- 9) Ensure that an accurate accounting is performed and reimbursements are obtained for instances in which the City incurs the cost of tickets purchased for a guest of a Council Member to attend an event.**

As stated in Finding Number (8), the City incurred a cost of \$800.00 for Mayor Rubio and \$150.00 for Mayor Pro Tem Alexander, for the purchase of tickets for their guests to accompany them to events. These amounts should have been reimbursed to the City because they represented a personal expense for which the City may not bear the cost.¹²⁵ If the City continues to purchase the tickets to events for the guests of Council Members, an appropriate accounting should be performed and the related amounts must be returned to the City in order to comply with established City policy.

- 10) Establish a procedure to ensure that only expense reimbursements submitted with the required *Travel Expense Report* form, that includes a description of the business purpose and detailed receipts, are processed for payment.**

As stated in Finding Number (13), out of 29 expense transactions submitted by Council Members for reimbursement, only nine were requested using the required *Travel Expense Report* form. Ensuring that a standard procedure is followed to process all requests for expense reimbursements will assist the City in ensuring that sufficient documentation is obtained for all expense reimbursements. Furthermore, the individual seeking the reimbursement should be the individual completing the expense reimbursement form to prevent errors in completing the form, such as double counting expenses when both a summary receipt and a detailed receipt is submitted for the same expense. If an individual requires assistance in completing the form, the individual must review the completed form and understand that his or her signature attests to the accuracy of the information included on the *Travel Expense Report* form. Next the signature line of the requester, the form should include a statement that the information included on the *Travel Expense Report* accurately reflects all travel costs incurred and are in accordance with the City's *Expense and Use of Public Resources* policy.

- 11) Ensure that appropriate support is retained for any reimbursements paid by Council Members to the City for personal expenses originally incurred by the City on their behalf.**

As stated in Finding Number (15), CLA identified eleven adjustments recorded to the Council Members' travel expense accounts for expenses originally incurred by the City for which Council Members appear to have reimbursed the City. However, the City could not locate the support for these reimbursements. If the City Council continues to allow the practice of incurring an expense for an unallowable cost with the intent that the Council Members will reimburse the City, a copy of the check issued by the Council Member to reimburse the City, along with a copy of the receipt issued, should be retained as support by the City for the payment received.

- 12) When the City pays for an unallowed cost on behalf of a Council Member that will later be reimbursed by that Council Member, the portion of the cost that will be reimbursed should be**

¹²⁵ Both Mayor Rubio and Mayor Pro Tem Alexander reimbursed the City on January 15, 2019, and January 16, 2019, respectively, for the questioned costs identified in Finding Number (8).

recorded to a receivable (or due from) account and not the Council Member's travel expense account.

As stated in Finding Number (16), Mayor Rubio repaid the City through stipend deductions for twelve instances in which the City had paid for the event entrance fees for his wife to attend a City related event with him. The original cost of his wife's entrance fees were recorded to his travel expense account. When Mayor Rubio reimbursed the City through stipend deductions, his travel expense account was not adjusted to reflect the reimbursement, therefore overstating his expense account. If the City Council continues to allow the practice of incurring unallowable costs with the intent that the Council Members will reimburse the City, the portion of the cost that will be reimbursed by the Council Member should be recorded to a receivable (or due from account) and not the Council Member's travel expense account. Tracking these costs in a receivable account will allow the City to track these costs, ensure sufficient reimbursements are received, and will help prevent overstatement of expense accounts.

13) Establish a process whereby the City obtains sufficient supporting documentation to verify that a family care expense has actually been incurred prior to processing any *Family Care Reimbursements*.

As stated in Finding Number (17), the City paid Council Member Jones \$11,469.00 in *Family Care Reimbursements* based on a note provided by her to the City that listed dates, total amounts, and a brief description of the reason for the purported expense. However, the number of hours was not stated, the hourly rate was not stated, and no receipt existed to support the childcare payment made by Council Member Jones to the childcare provider. The City must require evidence that a family care expense was actually incurred prior to processing a reimbursement. This could include a receipt from a licensed childcare facility, a copy of a check, money order, or cashier's check made payable to the childcare provider, or a receipt from a third-party establishment or business documenting the services provided and cost incurred. Additionally, a request for childcare reimbursement, or other hourly services, should include the date, number of hours the service was provided, the hourly rate paid to the service provider, and a statement that the person providing the care (or other service) actually received the payment. Sufficient supporting documentation should also include a detailed description of the event the Council Member attended that required the family care costs to be incurred. For example, if a Council Member attends a conference, a copy of the conference flyer/itinerary and a detailed explanation justifying how the event was within the Council Member's "official duties" should be provided along with the request for reimbursement.

14) Update the *Family Care Reimbursement* section contained in the City's *Expense and Use of Public Resources* policy to address the intent of the policy and provide guidelines for implementation. Develop a complementary procedure that provides sufficient details to allow management to effectively implement the use of this reimbursement benefit for Council Members.

Although the City Council approved in its budget the *Family Care Reimbursement* policy, the City failed to establish appropriate complementary procedures to execute this policy. In order for this policy to be effectively implemented, detailed parameters (guidelines) should be

established that identify when a family care cost qualifies for reimbursement under the *Family Care Reimbursement* benefit. The detailed procedures must address the following areas:

- The types of city events that qualify for this expense reimbursement (Council meetings, non-city events attended by Council Members, conference attendance, etc.)
- The methods of payment that are acceptable for the Council Member incurring the expense in order to provide evidence of payment to the City (check, money order, smartphone-based payment applications) – CLA strongly recommends that cash not be an accepted form of payment unless the payment is being made to a licensed, third-party facility that can provide adequate receipts
- Any limits to the number of hours or dollar amounts that can be requested for reimbursement
 - If a Council meeting lasts past 10:30 p.m., will *Family Care Reimbursements* be approved for overnight care for next morning pick up?
 - If the Council Member is attending a conference that requires overnight travel, will a reimbursement be processed for 24-hour (overnight) care?
- Whether the care/service provider must be a third party, licensed facility or friends and family members can provide the care/service – If care/service can be provided by a related party, consider whether additional supporting documentation would be needed
- If the care provider is not a licensed facility, whether there is any liability to the City should there be any care-related issues arising from the family care provider
- If childcare is provided for the members of the community at City Hall, whether Council Members are required to utilize this service for their children as a first option
- Whether advance approval of the City Council is required for family care costs that will exceed a certain dollar threshold, such as \$500
- Whether the Council Member, or his/her household, must have personally paid the cost of the required family care – CLA defines “household” as someone living at the same physical address as the Council Member and/or that files a joint tax return with the Council Member (such as a spouse)

15) Create a form to be used for requests of *Family Care Reimbursement* that contains sufficient fields to record the required information.

The form must detail the name of the Council Member, the dates of care, the number of hours, the hourly rate paid, the name of the family care provider, the event requiring the incurrence of family care, and any other parameters or limitations established by City Council and/or City management pursuant to recommendation #14. This form must also record the support attached to describe the business reason for the expense (conference agenda, City Council

meeting agenda, etc.). The form should include a location for the Council Member to sign with a statement that the information included on the form is accurate and all family care costs were incurred by the Council Member or his/her immediate household.

- 16) Ensure that requests for *Family Care Reimbursements*, and the required support, are reviewed for compliance with the City's policy and are reasonable and appropriate. Require that the review be documented with an approval signature prior to processing the reimbursement.**

During the review of *Family Care Reimbursements* paid to Council Member Jones, CLA identified several reimbursement requests that did not contain an approval signature but were still process for payment. The City should require that all requests for *Family Care Reimbursements* be reviewed and an approval signature is documented on the request prior to processing the reimbursement for payment. The review of the request and supporting documentation should ensure that the request complies with the City's policy, including any updated made as a result of the recommendations made in this report.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: April 18, 2019

SUBJECT: ADOPT A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH KOFF & ASSOCIATES FOR THE FACILITATION OF THE CITY MANAGER AND CITY ATTORNEY'S PERFORMANCE EVALUATIONS AT A NOT TO EXCEED COST OF \$12,250

PURPOSE & RECOMMENDATION

It is recommended the City Council authorize the Mayor to enter into an agreement with Koff & Associates for the facilitation of the City Manager and City Attorney's performance evaluations at a not to exceed cost of \$12,250.

BACKGROUND

The Human Resources Director / Risk Manager issued a Request for Statements of Qualifications (RFQ) on March 4, 2019, for a consultant to facilitate the City Manager and City Attorney's performance evaluations. The deadline for submission of the statements of qualifications was March 26, 2019.

The City received interest from the following firms:

Churchwell White LLP, Koff & Associates, Management Partners, MRG, and Regional Government Services.

The not to exceed project cost proposals ranged in price from \$9,990 - \$12,450 with one vendor proposing an hourly rate of \$250 per hour (\$125 / hour for travel time).

A sub-committee made up of the Mayor, Council Member Wizard, City Attorney Freeman, and HR Director Roberta Greathouse reviewed the proposals and conducted interviews with Koff & Associates, Regional Government Services, and MRG.

Based on their extensive experience, detailed approach to the project, and availability, the sub-committee selected Koff & Associates.

ATTACHMENTS

1. Proposal
 2. Koff and Associates Agreement
-



March 26, 2019

Proposal for Facilitation of Performance Evaluation for City Manager & City Attorney

City of Seaside

Submitted by:

GEORG S. KRAMMER
Chief Executive Officer

2835 Seventh Street
Berkeley, CA 94710
www.KoffAssociates.com
EIN: 61-1493064

gkrammer@koffassociates.com
Tel: 510.658.5633
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March 26, 2019

Ms. Roberta Greathouse
Human Resources Director/Risk Manager
City of Seaside
440 Harcourt Avenue
Seaside CA 93955

Dear Mr. Greathouse:

Thank you for the opportunity to respond to your request for proposal to facilitate an **Evaluation of the City Manager** at **The City of Seaside** ("City"). Also included will be facilitation of goal setting for the new City Attorney as well as his or her future performance evaluations. As you may already know, we are quite familiar with the City from our prior 2015-2016 Classification and Compensation project.

Koff & Associates is an experienced human resources and recruitment services firm that has been providing similar services to cities, towns, counties, courts, special districts, and other public agencies for thirty-five (35) years. Founded in 1984, our firm has achieved a reputation for working successfully with management, employees, and union representatives. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort.

I can be reached at our Berkeley address and phone number as listed on our cover page. My email address is gkrammer@koffassociates.com.

Please call me if you have any questions or wish additional information.

Sincerely yours,



Georg S. Krammer
Chief Executive Officer

Koff & Associates: Celebrating 35 years 1984-2019



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FIRM PROFILE

Koff & Associates (“K&A”), a California corporation founded in 1984 by Gail Koff, is a highly experienced full-spectrum, public-sector human resources and recruiting services firm that has been providing a wide range of other Human Resources services to cities, counties, housing authorities, courts, and special districts, for thirty-five (35) years.

Our services include performance evaluations (including Executive Level 360 Feedback evaluations), executive and staff recruitments, performing various types of HR compliance audits, writing and updating HR Manuals, serving as an offsite HR Director for smaller agencies, strategic planning, succession planning, performance development, and classification, compensation, and organizational studies.

We have achieved a reputation for working successfully with management, employees and union representatives. We believe in a high level of dialogue and input from employees and management and our proposal speaks to that level of effort. That extra effort has resulted in close to *100% implementation* of all of our studies and other projects. We have developed K&A’s collaborative, transparent, and inclusive methodology over the course of our history to ensure optimal outcomes and success rates with all of our projects, particularly when various stakeholders with potentially divergent or conflicting priorities are involved. Our consensus-driven approach has always avoided formal appeals at the end of our studies and other projects, ensuring that clients are not left with a divided organization or negative employee morale.

Our #1 priority is meeting the client’s needs and requirements. Having conducted hundreds of studies, classification audits, and having provided a variety of Human Resources Services (performance evaluations, strategic planning, recruitment, training, offsite HR, audits, etc.) during the last 35 years, our firm has developed project management skills that control costs, ensure on-time delivery of end products, provide close management of project staff, and effective crisis management if unexpected issues and concerns arise throughout the project.

We are familiar with the various organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including serving as the management representative in negotiation meetings), working with City Councils, Boards of Directors, Boards of Supervisors, Boards of Trustees, Merit Boards, Boards of Commissioners, and Joint Power Authorities.

Without exception, all of our Human Resources services have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All projects were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients (<https://koffassociates.com/our-clients/>) is indicative of the firm’s reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with both the ability and the expertise to implement its ideas and recommendations through completion in both union and non-union environments.



K&A relies on our stellar reputation and on the recommendations and referrals of current clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.

We are incorporated as **Kaneko & Krammer Corp. dba Koff & Associates, Inc., California Corporation #2785458**, and our headquarters are in Berkeley, CA; we also have satellite offices in Southern California, the Central Valley, and the Sacramento Region.

We are reachable at the main number in Berkeley, (510) 658-5633, and the address shown on the cover page. Our fax number is (510) 652-5633.

All contracts are signed by one or both of the firm's principals (Georg Krammer, CEO, or Catherine Kaneko, President).

Staff to be Assigned to Project

Catherine "Katie" Kaneko, C.P.A., P.H.R. President

Katie is one of the two principals of Koff & Associates. She brings 25 years of management-level human resources and consulting experience to K&A. She has extensive experience in classification analysis and evaluation techniques, compensation, performance incentive programs, recruitment, and organizational studies.

Armed with her Bachelor of Business Administration degree, and as a CPA (Certified Public Accountant), Katie began her career in an international accounting/consulting firm. She transitioned into Human Resources within the firm to become the Human Resources Director of the San Francisco office. She next moved into the high-tech industry where she served in leadership positions for high-growth companies, startup firms, and organizations in transition. Katie then moved to the public sector, joining K&A in 2003 and has been the firm's President since 2005; over the last fifteen (15) years, she has overseen hundreds of compensation, classification, organizational and other studies for cities, counties, and special districts throughout California.

Agencies for whom classification and/or compensation studies, or HR Services (such as organizational assessments, executive performance evaluations, etc.) were led by Katie, as Project Director, during the last three (3) years, include, but are not limited to, the following:

- **Cities/Towns**: Albany, Belmont, Benicia, Calistoga, Carmel, Coachella, Crescent City, Cupertino, Danville, Dinuba, Fairfield, Galt, Hayward, Madera, Moraga, Morgan Hill, Newman, Palo Alto, Piedmont, Sacramento, San Pablo, Santa Rosa, Seaside, Sonoma, Tracy.
- **Counties**: El Dorado, Mendocino, and Merced.
- **State**: California State Compensation Insurance Fund; California State Auditor's Office.
- **Special Districts**: Bay Area Air Quality Management District, California State Auditor's Office, Castro Valley Sanitary District, Central Fire District of Santa Cruz County, Coastside County Water District, Contra Costa County Employees' Retirement Association, Cosumnes Community



Services District, Discovery Bay Community Services District, Dublin San Ramon Services District, East Palo Alto Sanitary District, Encina Waste Water Authority, Fairfield Suisun Sewer District, First 5 Santa Clara, Groveland Community Services District, Hartnell College, Indian Wells Valley Water District, Mendocino Coast Recreation & Park District, Midpeninsula Regional Open Space District, Monterey Regional Water Pollution Control Agency, Mt. View Sanitary District, Municipal Pooling Authority, North Coast County Water District, Northern California Power Agency, Oakland Housing Authority, Public Agency Risk Sharing Authority of California, Rancho Murieta Community Services District, Retirement Office of City of San José, Salinas Union High School District, Salinas Valley Solid Waste Authority, San Francisco County Transportation Authority, Santa Clara Valley Open Space Authority, Santa Clara Valley Water District, Solano Transportation Authority, Sonoma County Open Space District, Southwestern Community College District, Superior Court of County of Alameda, Superior Court of San Joaquin County, Travis Unified School District, Vallejo Flood and Wastewater District, West Valley Sanitation District of Santa Clara County, and Zone 7 Water Agency.

As key personnel Katie will be the Project Director for this project; she will coordinate all of K&A's efforts, all meetings with the City, and be responsible for all work products and deliverables.

golbou ghassemieh, MBA, SPHR, SHRM-SCP, IPMA-SCP
Project Manager/Senior Recruiter

golbou's professional qualifications include over fourteen (14) years of experience in the Human Resources field, including work as a Deputy Director and Director at County and City agencies in the public sector. Her experiences include working in and/or overseeing all EE evaluation processes including senior administrators, classification and compensation, training and development, EEO, employee and labor relations, risk management, and recruitment and examination. Her experience includes both public and private sector Human Resources work for the County of Sonoma, City of Santa Rosa, Target Corporation, and Savant Consulting. She gained experience in classification and compensation, recruitment and examination, organizational development and training programs, labor relations, MOU administration, policy development and administration, ADA programs, investigations, discipline administration, recruitment and examination, presenting to Boards and Commissions, and general human resources leadership and administration.

During her ten (10) year tenure as a Human Resources leader in the public sector, golbou gained specialized knowledge of performance management and leadership topics and training and development, among other specialties

Since joining Koff & Associates, in January 2019, golbou has worked on a variety of projects for:

- **Cities of:** Anaheim, Milpitas, Port of Hueneme, and Sacramento
- **Counties of:** Sonoma, Fresno
- **Special Districts:** Port of Oakland, East Contra Costa Fire District

She earned her B.A. degree in Psychology at University of California, Berkeley and her MBA degree with an emphasis in Human Resources Management from Sonoma State University. She also holds several professional certifications. Ms. ghassemieh serves as an instructor for Sonoma State University's Human



Resources Certification course and served for three (3) years as a Board member for PASCO-HR, a Sonoma County Professional Human Resources Association.

golbou will serve as the Co-Project Director for this project; she will help coordinate K&A's efforts, will attend meetings with the City, and will be responsible for work products and deliverables, as well as provide consultant support throughout the effort.

Frances Trant, SPHR, SHRM-SCP
Senior Associate

Frances Trant has over thirty (30) years of Human Resources experience with fifteen (15) years in a variety of California public sector health care, education (school district and University of California systems), and special district organizations, as well as another fifteen (15) years in private and public-sector organizations throughout North America. Seventeen (17) of those years were in leadership positions where she was responsible for the delivery of complete HR services including Compensation and Benefit program management, Labor/Employee Relations, Recruitment, and leading nation-wide affirmative action programs. Company sizes have ranged from 100 to 17,000.

Frances received her university education in Canada and passed her American HR certifications at the senior level so she could continue to provide high quality HR expertise when she moved to the U.S. She has taught the Human Resources Certification Institute (HRCI) certification exam preparation course for the past 15 years throughout the San Francisco Bay region, ensuring a wide variety of HR professionals receive their national HR certification and are able to practice as credible professionals in their workplaces.

She joined Koff & Associates in April of 2018. We're thrilled to have someone with her background on our senior team. A few of the varied projects she has worked on since joining K&A include:

- **Recruitment:** currently completing an executive recruitment for Mt. View Sanitation District, Administrative Services Manager.
- **Cities/Towns:** Atherton, Colfax, Discovery Bay, Los Altos, Marysville, and Redlands.
- **Special Districts (HR Services):** Alameda County Transportation Commission, Buena Park Library District, Metropolitan Water District, Truckee Sanitation District.
- **Conference Speaker:** Designed and delivered workshop on leadership competency expectations for CalGov HR Emerging Leaders 2018 conference.
- **Classification and Compensation Studies:**
 - ✓ *Compensation: Alameda County Transportation Commission, and Housing Authority of the County of San Bernardino, both agencies required comparing 26+ benchmark positions in 12 different comparator agencies.*
 - ✓ *Classification: Albany (Police Department non-sworn staff), East Contra Costa Fire District administrative staff, East Palo Alto Sanitary District, General Manager, Solano County Detention Services Sworn Officers.*

Together with Katie and golbou, Fran will play an integral role in the Executive Evaluation process at all stages.



SCOPE OF WORK

K&A provides a wide range of HR Services, whether those services are **Executive Performance Evaluations**, writing or updating employee handbooks, conducting human resources audits, writing policies or procedures, conducting executive or staff recruitments, leading trainings or providing management coaching, organizational analysis, strategic planning, succession planning, or other types of HR services such as discipline and labor law and policies.

We are very accustomed to being in a “stand-by” and/or “as-needed” mode for our clients’ miscellaneous Human Resources needs and are always available and responsive. Our professional staff of Project Managers and H.R. Associates is more than happy to assist with any situation that our client agencies may encounter. By bringing a global approach and best practices to each organization, we may make suggestions and recommendations regarding areas that need to be addressed, even if they are not directly related to what we’re currently working on.

There are many different aspects and facets to Human Resources and the value-added we strive to bring to each organization is to not only focus on the specific task at hand but to also ensure we bring shortfalls in other areas to the organization’s attention if we observe any. We believe it is our responsibility to at least bring those to the client’s attention and offer recommendations as to how to address and resolve a situation, or at a minimum (depending on the client’s wishes) to assess the criticality of the situation (legal compliance and imminent liability vs. “it might be a good idea to look at this situation”). This advice and guidance may be particularly valuable following the results of the City Manager’s performance evaluation (and the facilitation of goal setting for the new City Attorney and his or her future performance evaluations).

Scope of Work & Deliverables: Executive Performance Evaluation

The City desires Human Resources consulting assistance to conduct a **Performance Evaluation** for the **City Manager, and City Attorney**.

K&A will undertake the following process and provide expert advice, including, but not limited to:

1. Develop Performance Management Tools

- Identifying core competencies within each position that will be reviewed and potential metrics associated with those competencies.
- Reviewing the current system’s performance factors, per any sample performance reports that may exist.
- Identifying the competencies (performance factors) according to how each position will be evaluated and develop a detailed description of what each competency means to the City and how they interrelate.
 - We will accomplish this by holding focus group meetings with key stakeholders as identified by the HR Director and the City Council contact to learn about the competencies they believe are important for a high performing City Manager (CM) and City Attorney.
- Developing performance ratings based on the City’s identified needs for the CM, City Attorney and other identified positions.



- Developing guidelines and definitions as to what each performance rating means for each competency.
- Designing evaluation documents/survey questionnaires and performing pilot survey to confirm accuracy of process.
- Identifying stakeholders, e.g. internal staff, elected officials and others to participate in the evaluation process.

2. Facilitate Evaluation Process

- Manage kick-off, conduct evaluation survey/interviews with agreed stakeholders.
- Manage the collection, analysis, and interpretation of all data gathered.
- K&A may conduct follow-up interviews directly with the participants of this process.

3. Evaluation Delivery – K&A will:

- Develop draft report, action plan and recommendations for review by client contact.
- Provide input on how to create support for the recommendations for maximum impact.
- Advise the City on timing of the presentation and who should participate in the delivery of the evaluation.
- Finalize evaluation results and action plans to meet identified goals for each position.
- Present the Performance Evaluation results and action plan in a meeting with identified City officials.

Collaborative Process

The K&A staff assigned to this project have extensive HR leadership experience in cities, counties, special districts, and a University of California campus, where collaboration and inclusive communication and facilitation skills throughout all levels of the hierarchy were key competencies for success. Our typical communication model includes at least weekly or biweekly written status updates to keep the City informed on where we are during every step of the project. We have found that most communication can be managed through emails and teleconferences by phone.

In addition, the study includes a significant number of meetings with the Study Project Team, Human Resources, the City Manager, City Attorney, and the City Council, as desired. The meetings and “stakeholder touch-points” that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and foster a collaborative and interactive approach that will result in greater buy-in for project recommendations. This interactive approach, although time-consuming, has resulted in nearly 100% implementation success of K&A’s projects, whether they be performance evaluations or other projects and studies.

Timeline

We estimate that the completion of the project will take up to two to three (2-3) months, depending on the timeframe given to the incumbents’ evaluators to complete the survey, as well as on whether follow-up interviews will be conducted before we develop a final report and recommendations. The following is a suggested timeline; of course, we are flexible and can readily modify this timeline based on the City’s needs:



Proposal for Facilitation of Performance Evaluations

City of Seaside

Deliverables	Executive Evaluation Process	Date of Completion
A.	Develop Performance Management Tools: - Identify Core Competencies - Review Current Performance Factors - Identify the Competencies (Performance Factors) and Develop a Detailed Description of what each Competency Means - Develop Performance Ratings	Week 1 Week 1 Week 2 Week 3
B.	Facilitate Evaluation Process: - Manage Kick Off, Conduct Evaluation Survey/Interviews - Manage the Collection, Analysis, and Interpretation of all Data - Conduct Follow-up Interviews Directly with the Participants	Week 4 Week 6 Week 7
C.	Evaluation Delivery: - Develop Draft Report, Action Plan, Recommendations - Provide Input for Support of Recommendations - Advise City on Timing of Presentation - Finalize Evaluation Results and Action Plans - Present the Performance Evaluation Results and Action Plan in a Meeting with Identified City Officials	Week 8 Week 9 Week 9 Week 10 As Scheduled

COST PROPOSAL

Deliverables	Executive Evaluation Process	Hours
A.	Develop Performance Management Tools: - Identify Core Competencies - Review Current Performance Factors - Identify the Competencies (Performance Factors) and Develop a Detailed Description of what each Competency Means - Develop Performance Ratings	8 4 12 10
B.	Facilitate Evaluation Process: - Manage Kick Off, Conduct Evaluation Survey/Interviews (assumes onsite visit at City offices) - Manage the Collection, Analysis, and Interpretation of all Data - Conduct Follow-up Interviews Directly with the Participants (by phone)	12 12 5
C.	Evaluation Delivery: - Develop Draft Report, Action Plan, Recommendations - Provide Input for Support of Recommendations	8 5



Proposal for Facilitation of Performance Evaluations

City of Seaside

	• Advise City on Timing of Presentation • Finalize Evaluation Results and Action Plans • Present the Performance Evaluation Results and Action Plan in a Meeting with Identified City Officials	1 8 8
	Total Professional Hours, estimated hours: <i>Hours to be determined during initial meeting with client (since it is difficult to estimate exactly how many hours will be required for this effort, this cost table is our attempt to anticipate what the effort will entail and represents a not-to-exceed amount; of course, we will only charge for actual hours worked and will bill the City on an hourly basis)</i>	93
	We estimate the effort will entail the following: • President, Katie Kaneko: 6 hrs @ \$174 = \$1,044 • Project Manager, golbou ghassemieh: 12 hrs @ \$139 = \$1,668 • Sr. H.R. Associate, Fran Trant: 67 hrs @ \$134 = \$8,978 • Technical Support 8 hrs @ \$ 70 = \$ 560 We recommend performing this effort on a time-and-materials basis.	Estimated Not-to-Exceed Cost: \$ 12,250
	Expenses	N/A
	<i>Expenses include but are not limited to duplicating documents, binding reports, phone, fax, supplies, postage, mileage, etc.</i>	
	TOTAL COST FOR PROJECT NOT-TO-EXCEED:	\$ 12,250
	<i>*Additional consulting will be honored at the hourly rates stated above.</i>	



REFERENCES

HR Services	Contact
Alameda County Transportation Commission Ongoing Human Resources assistance since 2009 (includes the development of a Performance Management System).	Ms. Patricia Reavey (and Arthur Dao, Exec. Dir.) Deputy Executive Director, Finance and Administration (510) 208-7400 1333 Broadway, Suite 220 Oakland, CA 94612 preavey@alamedactc.org and, adao@alamedactc.org
Orange County Transportation Authority Human Resource Services for CEO Performance Evaluation, completed 2017.	Ms. Maggie McJilton Executive Director, Human Resources and Organizational Development (714) 560-5824 550 South Main Street Orange, CA 92863-1584 mmcjilton@octa.net
Superior Court of California – County of Alameda 360 Degree Performance Evaluation of the CEO, completed 2015. Also: Classification and Desk Audit, 2 positions, completed 2019. Development and Implementation of a Performance Management System in 2013-2014.	Ms. Glenys Rogers Human Resources Director (510) 891-6078 Rene C. Davidson Courthouse 1225 Fallon Street, Room 105 Oakland, CA 94612 grogers@alameda.courts.ca.gov David Pritchett, HR Manager , was with the Court in 2015 when the Evaluation of the CEO was conducted. dpritchett@alameda.courts.ca.gov

INSURANCE ACKNOWLEDGEMENT; BUSINESS LICENSE

We will submit and support the levels of coverage and endorse the City of Seaside with our General Liability coverage upon award of a contract for the project.

Workers' Compensation:	Statutory Limits
Commercial General Liability:	\$2,000,000 per occurrence
Professional Liability (Errors & Omissions):	\$1,000,000 per occurrence
Automobile Insurance:	\$1,000,000 per occurrence

Our insurance broker is Ms. Eileen Hollander, Sr. Account Manager/Commercial Lines, Integro Insurance Brokers, 2300 Contra Costa Blvd., Suite 375, Pleasant Hill, CA 94523.

Should we receive the award for this project, we will immediately apply for a business license with the City.



Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid at least for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California

Georg S. Krammer
Chief Executive Officer

March 26, 2019





RESUMES

Katie Kaneko
golbou ghassemieh
Frances Trant

SUMMARY

President of Koff & Associates, with experience in managing the planning, development, implementation, and administration of compensation programs, including stock plans, benefits administration, variable pay programs, performance management and employee development, strategic planning, and policy development.

KEY ACHIEVEMENTS AND HIGHLIGHTS

Evaluated, designed, and implemented various compensation structures for public agencies and private companies, which accomplished organization goals of attracting and retaining key talent, controlling costs, and ease of administration. Managed and developed organization-wide classification systems. Designed and implemented incentive and variable pay programs. Designed performance appraisal systems. Integrated career management programs with compensation, reward and recognition, promotion, transfer, and training strategies, processes, and procedures. Conducted organizational assessments for numerous public agencies. Developed strategic business plans. Developed and implemented multiple training programs.

PROFESSIONAL EXPERIENCE

Koff & Associates, Berkeley, CA

Associate and Senior Project Manager, 2003-2005

President, 2005-Present

- Serve as project director in conducting hundreds of classification, compensation, and organizational studies; provide strategic planning services for agencies; provide offsite human resource function; recruit executive level positions for special districts, courts, counties, cities and other statewide and local agencies.
- Develop complex, detailed proposals for cities, counties, courts, and special districts, such as housing, school, healthcare, air quality, vector control, transportation, water, superior courts, and wastewater agencies to provide professional Human Resources consulting services.
- Represent Koff & Associates with clients, write and approve final project reports and lead presentations in front of City Councils, Boards of Commissioners, Boards of Supervisors, Boards of Directors, and other governing bodies.
- Manage and develop staff of project managers, data specialists, firm consultants, marketing and administrative analysts.
- Grew company from serving approximately 100 clients to 600 clients and grew staff from 4 to 26 in period of fifteen years.
- Contributed to and maintained 100% successful implementation rate of studies performed for clients.

Xpedior, San Francisco, CA

Human Resources Director, 1997-2000

- Managed acquired companies to the Xpedior culture. Audited human resources practices of acquired companies and provided training and guidance to management. Ensured compliance with organization policies and procedures.
- Oversaw conversion to IPO environment in terms of the impact on human resources functions.
- Managed all human resources programs, including organization development, recruitment and selection, labor law compliance, classification and compensation, benefits administration, employee relations, training and development, and safety programs.

SEGA of America, Redwood City, CA

Human Resources Generalist, 1993-1996

Compensation Manager, 1996-1997

- Managed compensation function for over 1,000 employees. Evaluated, designed, and implemented broadband compensation structure which accomplished corporate goals of controlling costs, attracting and retaining key talent, and ease of administration. Developed and conducted the manager and employee training/communications program for new broadband system.
- Managed the production of over 250 job descriptions for the entire organization.
- Designed new corporate incentive plans for Research and Development and Sales divisions.
- Functioned as project lead for conversion and installation of new HRIS system.
- Obtained and compiled high-tech market data to support the organization's competitive advantage in a cutting edge industry.
- Managed the human resources function for the U.S. satellite software development divisions and companies (over 450+ employees).
- Consulted with managers and employees on organization development, conflict resolution, performance management, discipline, termination, and other employee relations issues.
- Assimilated acquired companies to the SEGA culture. Audited human resources practices of acquired companies and provided training and guidance to management. Ensured compliance with organization policies and procedures.

TPA Company, San Francisco, CA

Human Resources Manager/Financial Controller, 1992-1993

- Managed human resources function. Evaluated and implemented new policies and procedures to strengthen organization structure. Supervised and maintained financial accounting operations. Position encompassed diverse responsibilities in a high-pressure, fast paced environment.

BDO Seidman, CPA's and Consultants, San Francisco, CA

Laventhol & Horwath, CPA's and Consultants, San Francisco, CA

Human Resources Director, 1986-1992

- Managed human resources, organization development, employment, labor law, compensation, benefits administration, affirmative action, employee relations, and safety programs.

EDUCATION & CERTIFICATIONS

BS – Business Administration: California State University, Hayward

CPA – Certified Professional Accountant

PHR – Professional Human Resource Certificate

PROFESSIONAL AFFILIATIONS

- California Public Employer Labor Relations Association
- National Public Employer Labor Relations Association
- Public Employer Labor Relations Association of California
- International Public Management Association
- Society of Human Resource Management
- Northern California Human Resource Association
- California Chamber of Commerce

golbou ghassemieh, MBA, SPHR, SHRM-SCP, IPMA-SCP

PROFESSIONAL EXPERIENCE:

January 2019—Present

Project Manager, Koff & Associates, Berkeley CA

- Provide professional management on classification and compensation studies for a variety of public sector clients, including special districts, cities, and counties.
- Provide general HR management advice on various topics as needed.

June 2017—October 2018

Director of Human Resources, City of Santa Rosa, Santa Rosa CA

- Responsible for all operations of full service City's Human Resources Department including but not limited: Recruitment/Employment, Classification, Equal Employment Opportunity and ADA Title I and II, Workforce Development, Labor Relations, etc.

December 2014—June 2017

Assistant Director of Human Resources, County of Sonoma, Santa Rosa CA

- Acted as HR Department's chief operating officer, act on behalf of Director as needed; and oversee five divisions of the Human Resources Department; Recruitment & Classification, Equal Employment Opportunity and ADA, Workforce Development, HRIS, and Community and Employee Engagement Programs.
- Served as lead on a variety of complex personnel, classification studies, investigations, disciplinary matters; and HR related projects, such as launching a county-wide succession planning initiative, overseeing coordination of County-HR's ADA program and initiatives, and many others.

July 2011—December 2014

Recruitment & Classification Manager, County of Sonoma, Santa Rosa, CA

- Planned, organized, and managed one of the largest divisions within the County's HR department; responsibilities include employment services (staffing, recruitment, layoff administration, pre-employment steps, etc.), classification and compensation, training, performance evaluations, employee engagement and retention programs, and policies.
- Provided direction and oversight to staff of professional, technical, and clerical staff
- Oversaw discipline case management

Fall 2011—Present

Instructor, Sonoma State University, Rohnert Park, CA

- Human Resource Certificate Program Instructor topics include: Training, Onboarding, and Performance Management; and Job Analysis and Compensation

December 2008—June 2011

Human Resources Analyst II-III, County of Sonoma, Santa Rosa, CA

- Responsible for job analysis, test development, recruitments for all levels of positions
- Conducted classification and compensation studies

- Advised departments regarding various HR needs including progressive discipline
- Worked in Benefits Unit assisting in benefits administration, ACA implementation, COBRA processing

February 2005—December 2008

Human Resources Manager, Target, Novato, CA

- Responsible for overall management of Human Resources functions in one of the company's largest volume stores grossing over \$62M a year, with 400+ employees.
- Conducted creative recruitment and staffing strategies for a difficult to staff store; tracked turnover data, conducted exit interviews, and developed retention strategies.
- Oversaw and responsibility for talent/performance management program; developed store training strategy for all levels of employees.
- Responsible for employee relations in a non-union environment, reduced employee claims by 33%.
- Oversaw all HR regulatory, compliance, and safety controls (FMLA, ADA, WC, EEOC, OSHA, etc.); auditing on a regular basis, proactively troubleshooting issues as they arose, and resolving root causes for future prevention; first store to have DOL visit in West Coast region, passed audit 100%.
- District trainer for newly hired Human Resources Managers.

May 2004—January 2005

Search Consultant, Savant Consulting, Santa Rosa, CA

- Wrote company training manual and developed course curriculum for company's training program.
- Created phone scripts, best practices, and job aids for new consultant/contractors.
- Researched client profiles to better market companies to candidates.
- Worked with principals/partners to coordinate new openings and to conduct searches.
- Sourced and contact candidates for open positions in bio-pharmaceutical and technology sectors.

EDUCATION:

- **MBA (May 2004)** Sonoma State University, Rohnert Park, CA. Focus on: Human Resources and Leadership.
- **B.A. (May 2000)** University of California, Berkeley, Ca. Major: Psychology, Minor French.
- Master's Thesis (published in New England Journal of Entrepreneurship v8 Spring 2005): Hiring Human Resources Support: A decision matrix model to determine when and how to support HR needs in small and medium sized firms.

FRANCES TRANT, SPHR, SHRM-SCP

Professional Experience:

Senior HR Associate, Koff & Associates, Berkeley, CA

April 2018 – Present

- Perform compensation surveys, classification studies, and organizational studies for the public sector.
- Create job descriptions incorporating ADA, EEO, and FLSA requirements.
- Deliver guidance to public sector management on wide variety of human resource issues.
- Update policy and procedure handbooks for public sector agencies.
- Conduct selection screening and interviews for executive level positions for public agencies.

Special HR Advisor, Personnel Services, Contra Costa County, Health Services

2/2018 – 4/2018

- Conducted needs analysis, designed and delivered team building services and executive level coaching.

Interim Executive HR Director, UC Hastings College of the Law, San Francisco

11/2016 – 12/2017

Member of Executive Leadership team; successfully delivered numerous people management projects.

Improved quality and quantity across full range HR services for 425 faculty, staff and student employees.

- Implemented quality control processes to improve payroll input quality and timeliness by >98%.
- Co-led implementation of time and attendance system to accurately record hourly paid and salaried employees' time. Conducted meet-and-confer sessions with unions to explain new system.
- Negotiated administrative staff, and Librarians' collective agreements, ensuring wage and benefit plans were sustainable within College financial ecosystem and agreement language focused on College success.
- Implemented State and Federal risk mitigation/legal compliance: Harassment-Discrimination prevention training; comprehensive Fair Labor Standard review in preparation for accurate bi-weekly and monthly pay periods; ensured faculty and staff followed FMLA processes, Workers' Compensation processes; annual and probation period evaluations conducted; employee effectiveness counselling services delivered as needed.

HR DIRECTOR, UCSF Benioff Children's Physicians (UCBP), San Francisco

5/2016 – 8/2016

- Established the organization's comprehensive HR program: created job descriptions, conducted salary research, recruited clinic professional/support personnel, managed leave, and coached leaders.
- Implemented e-time and attendance system to ensure optimum deployment of hourly paid staff
- HR leadership for acquisition of large clinic and merged staff into UCBP environment.

HR GENERALIST, Tenderloin Neighborhood Development Corporation

10/2015 – 1/2016

- Delivered full range of benefit services in open enrollment environment of new broker and new health plans; 100% employees understood what was best plan(s) for them.
- Designed and implemented process to identify employee funds allowed to be borrowed from 403(b) program mitigating risks identified by auditor.

HR & Training Director, Housing Authority of the County of Contra Costa

2009 – 2015

Delivered comprehensive HR services: employee / labor relations, State and Federal risk mitigation/legal compliance, staffing, benefits, all types of employee leave, and safety program.

- Increased team capacity by 60% by automating and moving payroll, time reporting and applicant tracking from spreadsheet to the cloud-based services in unionized environment.
- Executed transition from expensive self-insured health benefits to joining CalPERS Health benefits saving \$200 - \$800/month per enrolled employee.

- Negotiated three sets of collective agreements without any work action or strikes.
- Researched and presented information to Board of Supervisors during union negotiations and CalPERS health benefits implementation.

PERSONNEL ANALYST III - Contra Costa County, Health Services Department

2004 – 2009

Organization Development:

- Initiated and executed strategic evaluation, design and implementation of organizational development and effectiveness programs throughout 4,000 employee department.
- Awarded **GEM** (“Going the Extra Mile”) distinction for impact of Department-wide effectiveness interventions and nominated “Manager of the Year” in 2007 out of pool of 250 possible candidates.

Employee Relations – County hospital and County-wide clinic system:

- Delivered daily labor/employee relations, investigations, recruiting support, compensation/salary guidance.
- Negotiated collective agreement with California Nurses Association without any work action or strike.
- Conducted salary analysis for nurses and other health care professionals.

Training Coordinator; Mt. Diablo Unified School District (59 schools), Concord, CA

2002 – 2003

- Analyzed needs, designed, delivered and evaluated training programs for “classified” staff.
- Recognized by Superintendent’s Leadership team and unions as “Delivering Best Training Ever!”

Trant and Associates; Strategic OD/HR Consulting

1997 – 2002

- Clients included Canadian Blood Services, American Red Cross, World Bank assignments in Washington and Brazil, and organization effectiveness for various owner operated businesses.

Education:

- Executive Program, University of Toronto Rotman School of Business, Toronto, Canada; four-month highly focused mini-MBA for senior managers
- Post BA-Certificate in Labor Management Relations; University of Ottawa, Ottawa, Canada
- Honors B.A., University of Guelph, Guelph, Canada

Industry and Community Contributions:

Facilitate both HRCI & SHRM National HR Certification Preparation courses

2003 – 2018

- 36 – 40 hours of content covering whole spectrum of best practice HR knowledge and competencies.
- 98% of students pass demanding four (4) hour national certification exams.

Member of Contra Costa Health Plan Board of Commissioners.

2009 – ongoing

- CCHP is an HMO that delivers wrap-around health services for county residents.



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
Facilitated Executive Performance Evaluation**

This agreement is made by and between the City of Seaside (City), and Koff & Associates (Consultant).

- A. Engagement: The City agrees to engage the Consultant to facilitate the City Manager and City Attorney's Performance Evaluations as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit A, attached hereto, not to exceed twelve thousand two hundred fifty dollars (\$12,250).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts based on the fee schedule in Exhibit A.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on April 19, 2019, and terminate April 19, 2020.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency 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 legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error

or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out

of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Human Resources Director / Risk Manager Roberta Greathouse, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. 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.
- b. Ms. Katie Kaneko 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 Ms. Kaneko from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and the Consultant.

N. Conflict of Interest

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

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

Consultant: Koff & Associates

By: _____

Title: _____

Address: 2835 Seventh St.
Berkeley CA 94710

Dated: _____, 2019

City of Seaside:

By: Ian Oglesby
Title: Mayor

Attachments:

Exhibit A Proposal for Facilitation of Performance Evaluation for City Manager & City
Attorney dated March 26, 2019



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: April 18, 2019

**SUBJECT: RECEIVE PRESENTATION OF THE JUNE 30, 2018
COMPREHENSIVE ANNUAL FINANCIAL REPORT, THE SINGLE
AUDIT REPORT, AND THE GOVERNANCE LETTER AND ACCEPT
AND FILE THE REPORTS**

PURPOSE & RECOMMENDATION

Accept the June 30, 2018 Comprehensive Annual Financial Report, the related Single Audit Report, and the Governance Letter for the City of Seaside.

BACKGROUND

The City of Seaside's Comprehensive Annual Financial Report for the year-ended June 30, 2018 is complete and audited. The auditors have given us a clean opinion on the financial statements. This is the third year the City has completed a Comprehensive Annual Financial Report. The report has been submitted to the Government Finance Officers Association (GFOA) Award Program.

A copy of the City's Report is linked to this staff report. Also linked is the related Single Audit Report. The Governance Letter related to the report is attached.

The firm of CliftonLarsonAllen LLP, from Roseville, California performed the City's audit for the year ending June 30, 2018, and for the six previous years. In prior years they were known as Gallina LLP.

The Comprehensive Annual Financial Report and the Single Audit Report are available on the City's website here: <http://www.ci.seaside.ca.us/192/Financial-Statements>

FISCAL IMPACT

The cost of the annual audit is included in the annual budget.

ATTACHMENTS

1. Supporting files available here: <http://www.ci.seaside.ca.us/192/Financial-Statements>
 2. 2018 Seaside Governance Letter
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

To the Honorable Mayor,
Members of the City Council
City of Seaside, California

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Seaside, California (City) as of and for the year ended June 30, 2018 and have issued our report thereon dated March 22, 2019.

We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Seaside are described in Note 1 to the financial statements.

The City implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, during fiscal year 2018.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive accounting estimates affecting the financial statements were:

- Management's estimate of the claims liabilities is based on actuarial valuation reports obtained from experts.
- Management's estimate of the other post-employment benefits (OPEB) liability is based on actuarial valuation reports obtained from experts.
- Management's estimate of the net pension liability and related deferred inflows/outflows is based on actuarial valuation reports obtained from CalPERS and PARS.

We evaluated the key factors and assumptions used to develop the estimates described above and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has determined that the effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The following summarizes uncorrected misstatements of the financial statements:

- Reduction of cash and investments and accounts payable in the SAFER FEMA grant fund by \$121,105 to properly reflect payroll disbursements made out of the SAFE FEMA grant fund during the year.

Corrected Misstatements

The following material and immaterial misstatements detected as a result of audit procedures were corrected by management:

- Increase of \$774,383 to land not previously recorded that was sold during the fiscal year for a gain.
- Increase of \$ 287,597 to accounts payable and capital outlay expenditures in the capital projects fund to reflect construction services performed prior to June 30, 2018.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letters dated March 22, 2019 for the City's financial statements.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant Issues Discussed with Management Prior to Engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other Information in Documents Containing Audited Financial Statements

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

With respect to the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA to determine that the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated March 22, 2019.

With respect to the combining and individual fund statements and schedules (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated March 22, 2019.

The introductory and statistical sections accompanying the financial statements, which is the responsibility of management, was prepared for purposes of additional analysis and is not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

This communication is intended solely for the information and use of the Mayor and the members of City Council, and management of the City of Seaside and is not intended to be and should not be used by anyone other than these specified parties.



Roseville, California
March 22, 2019



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kimberly Drabner, Finance Director

DATE: April 18, 2019

SUBJECT: RECEIVE THE 2018-2019 MID-YEAR BUDGET REPORT, ACCEPT AND FILE THE REPORT, PROVIDE DIRECTION TO STAFF AND CONSIDER ADOPTION OF A RESOLUTION APPROVING THE PROPOSED BUDGET ADJUSTMENTS

PURPOSE & RECOMMENDATION

Receive the FY 2018-19 Third Quarter Budget Report, accept and file the report, provide direction to staff, and consider adoption of a Resolution approving the proposed budget adjustments.

BACKGROUND

The City of Seaside's 2018-2019 Budget was adopted by the City Council on June 21, 2018. The 2018-2019 Budget was adopted with a surplus of \$42,075. The Budget was based on the City's strategic direction of improving community quality of life and achieving fiscal strength.

To best ensure that the City is on track with the currently adopted FY 2018-19 budget, and to review the City's current revenue situation, the City Council conducts a quarterly budget review. The purpose of the budget review is to present the latest information that we have to enable the Council to make budget adjustments, if needed, or if indicated by changed circumstances and in the best interests of the community.

Due to staffing transitions that created critical shortages in the finance department, the first and second (mid-year) quarter reviews were not conducted. This review will encompass all changes through March 31, 2019.

GENERAL FUND OVERVIEW

The General Fund Budget for FY 2018-19 was balanced at adoption with a surplus of \$42,075. The Audited Financial Statements for the year ended June 30, 2018 reflects a fund balance increase of \$6,085,345 bringing the total available fund balance to \$15,398,800. However, a portion of this increase is attributed to work that was delayed and is being conducted in the current fiscal year. This is reflected in the proposed expenditure increases as the budget for these items must be re-appropriated in the current year.

The proposed FY 2018-19 General Fund third quarter adjustments are:

Net Proposed Revenue Increase / (Decrease)	\$ 582,000
Net Proposed Expenditure Increase / (Decrease)	\$ 3,101,481

These proposed changes, combined with Resolutions changing the FY 2018-19 budget that have been brought forward to, and approved by, City Council to date this fiscal year result in the following General Fund estimated totals for the fiscal year:

Estimated Total Revenue	\$32,722,044
Estimated Total Expenditures	\$35,622,918
Estimated Increase / (Decrease) in Fund Balance	\$(2,900,874)

A portion of the increase in expenditures is the result of \$1,215,573 in General Fund transfers to the streets and storm water funds for FY 2017-18 that were not made in the prior fiscal year. This represents a portion of fund balance that should have been transferred in the prior year. In addition, the City is obligated to \$300,000 in site remediation associated with the land sale for the Senior Assisted Living Center that was sold in January 2018.

Other increases in expenditures are the result of staffing changes, to include the addition of an Assistant City Attorney and an Accountant II, as well as additional consultant costs resulting from staffing vacancies in critical positions.

In addition, the City is continuing work on the General Plan, street improvements, and park improvements. Many of these items began in the prior fiscal year but are continuing in the current year requiring an increase in appropriations.

Revenues related to sales tax increased in the first part of the fiscal year. While this rate of increase is expected to slow, it is estimated to result in an estimated additional \$500,000 in total revenue. In addition, as the cannabis industry takes hold, revenues resulting from the cannabis business tax are increasing. It is expected that the current year revenue will be \$25,000 more than budgeted.

Despite the overall estimated General Fund decrease anticipated, there is sufficient

fund balance to bring the reserves into alignment with Municipal Code. At adoption of the FY 2018-19 budget, reserves were \$6,120,075 or 57% of Municipal Code minimums.

<u>Reserve</u>	<u>Current Amount</u>	<u>Municipal Code Minimum</u>
Emergency Reserve	\$3,227,941	\$5,343,438
Special Reserve	\$1,445,496	\$3,562,292
Capital Reserve	\$1,446,638	\$1,781,146
	\$6,120,025	\$10,686,786

It is recommended that the Reserves be increased to 115% of the Municipal Code minimum to better position the City in the event of unforeseen unbudgeted needs that may arise. The recommended Reserve amounts are as follows:

Emergency Reserve	\$ 6,240,000
Special Reserve	\$ 4,100,000
Capital Reserve	\$ 2,000,000
Total Reserves	\$12,340,000

For a complete list of proposed changes, see Exhibit A General Fund Revenues and Exhibit B General Fund Expenditures.

OTHER FUNDS

For a complete list of proposed changes related to the revenues and expenditures of funds other than the General Fund, see Exhibit C Other Funds.

FISCAL IMPACT

If adopted, the adjustments would become part of the budget and funds would be expended within the budget appropriations. This will result in an estimated \$2,900,874 in expenditures over revenues that will require the use of existing fund balance.

ATTACHMENTS

1. Third Quarter Budget Review
2. EXHIBIT A General Fund REVENUE
3. EXHIBIT B General Fund EXPENDITURES
4. EXHIBIT C OTHER FUNDS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

RECEIVE THE 2018-2019 THIRD QUARTER BUDGET REPORT, ACCEPT AND FILE THE REPORT, AND ADOPTION OF THE PROPOSED BUDGET ADJUSTMENTS TO THE CITY OF SEASIDE FY2018-19 ADOPTED BUDGET

WHEREAS, the City Council of the City of Seaside reviewed and adopted the FY 2018-19 Annual Operating Budget on June 21, 2018; and

WHEREAS, the City Council has conducted a third quarter review of the Operating Budget; and

WHEREAS, the City Council of the City of Seaside has considered the Third Quarter Review and the Proposed changes to the FY 2018-19 Annual Budget; and

WHEREAS, the City Council is required to approve changes to the FY 2018-19 Operating Budget by Resolution.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside adopts the proposed modifications to the FY 2018-19 Operating Budget as detailed in Exhibits A, B, and C attached, as may be modified and incorporated by staff, as authorized.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 18th day of April 2019 by the following vote:

AYES:	Board Members:
NOES:	Board Members:
ABSENT:	Board Members:
ABSTAIN:	Board Members:

ATTEST:

Ian N. Oglesby, Mayor

Lesley Milton-Rerig, City Clerk

PROPOSED GENERAL FUND REVENUE ADJUSTMENTS TO THE FY 2018-19 ADOPTED BUDGET

EXHIBIT A

GENERAL FUND		Original	Current	Received through	Budget Change	Adjusted Budget
		Total Budget	Total Budget	3rd Qtr	Proposed Increase/(Decrease)	
<u>100-3121</u>	SALES & USE TAX	7,500,000.00	7,500,000.00	4,618,496.77	500,000.00	8,000,000.00
<u>100-3129</u>	TOT - SHORT-TERM RENTALS	100,000.00	100,000.00	1,519.15	(50,000.00)	50,000.00
<u>100-3130</u>	MARIJUANA RECEIPTS TAX	400,000.00	400,000.00	179,479.28	25,000.00	425,000.00
<u>100-3131</u>	UTILITY USER - ELECTRIC &	1,300,000.00	1,300,000.00	742,330.53	(75,000.00)	1,225,000.00
<u>100-3132</u>	UTILITY USER TELEPHONE	600,000.00	600,000.00	279,404.96	(40,000.00)	560,000.00
<u>100-3135</u>	UTILITY USER-CABLE	280,000.00	280,000.00	145,178.94	(30,000.00)	250,000.00
<u>100-3231</u>	STREET OPENING/ENCR PERMIT	40,000.00	40,000.00	59,983.00	25,000.00	65,000.00
<u>100-3303</u>	OTHER COURT FINES	15,000.00	15,000.00	39,890.99	15,000.00	30,000.00
<u>100-3350</u>	ADMINISTRATIVE CITATION	10,000.00	10,000.00	29,948.00	20,000.00	30,000.00
<u>100-3502</u>	HOMEOWNER PROPERTY TAX RELIEF	10,000.00	10,000.00	1,263.96	(2,000.00)	8,000.00
<u>100-3602</u>	VEHICLE ABATEMENT FEE	15,000.00	15,000.00	15,645.03	5,000.00	20,000.00
<u>100-3623</u>	FIRE INSPECTION-BUSINESS	5,000.00	5,000.00	20,947.00	20,000.00	25,000.00
<u>100-3664</u>	PLANNING APPLICATION REVIEW	10,000.00	10,000.00	24,263.00	15,000.00	25,000.00
<u>100-3685</u>	PROGRAM DONATIONS-RECREATION	1,000.00	1,000.00	9,387.05	9,000.00	10,000.00
<u>100-3766</u>	REIMBURSEMENTS-FIRE DEPT.	60,000.00	60,000.00	144,274.08	145,000.00	205,000.00
NET PROPOSED INCREASE IN GENERAL FUND REVENUE					\$ 582,000.00	
FY2018-19 ADOPTED BUDGET GENERAL FUND REVENUE TOTAL					32,140,044.00	
TOTAL ESTIMATED GENERAL FUND REVENUE FOR FY2018-19					32,722,044.00	

PROPOSED GENERAL FUND EXPENDITURE ADJUSTMENTS TO THE FY 2018-19 ADOPTED BUDGET

EXHIBIT B

Account Number	Description	Original Object Total Budget	Current Object Total Budget	Amount expended through 3rd Qtr	Budget Change Proposed	Adjusted Object Line Budget
City Council						
<u>100-1010-0001</u>	SALARIES	45,666.00	45,666.00	38,592.43	7,200.00	52,866.00
<u>100-1010-0002</u>	OVERTIME	-	-	24.23	40.00	40.00
<u>100-1010-0016</u>	DEFERRED COMPENSATION	99.00	99.00	629.28	840.00	939.00
<u>100-1010-0017</u>	PARS-ARS 457	200.00	200.00	171.60	58.00	258.00
<u>100-1010-0031</u>	PERS PENSION	6,480.00	6,480.00	12,308.56	10,500.00	16,980.00
<u>100-1010-0032</u>	PARS PENSION	1,543.00	1,543.00	3,833.05	2,800.00	4,343.00
<u>100-1010-0041</u>	MEDICAL INSURANCE	16,533.00	16,533.00	28,951.72	23,000.00	39,533.00
<u>100-1010-0051</u>	DENTAL INSURANCE	445.00	445.00	1,468.31	1,600.00	2,045.00
<u>100-1010-0061</u>	VISION INSURANCE	43.00	43.00	153.71	200.00	243.00
<u>100-1010-0071</u>	LTD	45.00	45.00	133.16	200.00	245.00
<u>100-1010-0081</u>	LIFE INSURANCE	29.00	29.00	120.53	200.00	229.00
<u>100-1010-0092</u>	MEDICARE TAX	614.00	614.00	938.15	800.00	1,414.00
<u>100-1010-1024</u>	COMMUNITY RELATIONS	5,000.00	5,000.00	-	(4,500.00)	500.00
<u>100-1010-1033</u>	FITNESS PROGRAM	-	-	315.00	315.00	315.00
<u>100-1010-3095</u>	DEPARTMENT CONSUMABLES	10,000.00	10,000.00	2,858.74	(3,000.00)	7,000.00
<u>100-1010-4116</u>	TRAVEL - ALEXANDER	1,500.00	1,500.00	2,154.19	700.00	2,200.00
<u>100-1010-4122</u>	DUES & MEMBERSHIP	28,000.00	28,000.00	33,000.00	5,000.00	33,000.00
<u>100-1010-7151</u>	MNTRY BAY AIR RESOURCES DIST	12,000.00	12,000.00	14,736.10	2,800.00	14,800.00
<u>100-1010-7165</u>	COMMUNITY EVENT SUPPORT	30,000.00	30,000.00	6,322.39	(20,000.00)	10,000.00
<u>100-1010-7167</u>	COMMUNITY FIREWORKS EVENT	71,794.00	71,794.00	39,618.71	8,206.00	80,000.00
<u>100-1010-7176</u>	FAMILY CARE - COUNCIL MEMBERS	5,000.00	5,000.00	4,010.76	(989.00)	4,011.00
Total City Council		234,991.00	234,991.00	190,340.62	35,970.00	270,961.00
City Manager Administration						
<u>100-2010-0002</u>	OVERTIME	-	-	44.06	100.00	100.00
<u>100-2010-0010</u>	MANAGEMENT LEAVE PAYOFF	4,100.00	4,100.00	-	(4,100.00)	-
<u>100-2010-0012</u>	VACATION/COMP TIME PAYOFF	7,500.00	7,500.00	16,360.64	9,000.00	16,500.00
<u>100-2010-0031</u>	PERS PENSION	24,904.00	24,904.00	21,874.54	8,000.00	32,904.00
<u>100-2010-0032</u>	PARS PENSION	2,805.00	2,805.00	2,088.98	350.00	3,155.00
<u>100-2010-0041</u>	MEDICAL INSURANCE	31,339.00	31,339.00	22,073.44	1,800.00	33,139.00

<u>100-2010-0081</u>	LIFE INSURANCE	772.00	772.00	631.52	180.00	952.00
<u>100-2010-0092</u>	MEDICARE TAX	3,686.00	3,686.00	2,977.97	800.00	4,486.00
<u>100-2010-1024</u>	COMMUNITY RELATIONS	4,000.00	4,000.00	551.19	(3,000.00)	1,000.00
<u>100-2010-1030</u>	CONSULTANT	10,000.00	10,000.00	-	(10,000.00)	-
<u>100-2010-1036</u>	FORA TRANSITION ANALYSIS	-	-	28,482.00	30,000.00	30,000.00
<u>100-2010-2044</u>	COPIER SERVICES	800.00	800.00	1,092.25	900.00	1,700.00
<u>100-2010-3095</u>	DEPARTMENT CONSUMABLES	4,000.00	4,000.00	918.23	(2,230.00)	1,770.00
<u>100-2010-4121</u>	MEETINGS & TRAVEL	6,500.00	6,500.00	-	(1,800.00)	4,700.00
<u>100-2010-8187</u>	DEPARTMENT EQUIPMENT	30,000.00	30,000.00	-	(30,000.00)	-
Total City Manager Administration		130,406.00	130,406.00	97,094.82	-	130,406.00
City Clerk Administration						
<u>100-2021-0002</u>	OVERTIME	-	-	93.01	140.00	140.00
<u>100-2021-0010</u>	MANAGEMENT LEAVE PAYOFF	1,800.00	1,800.00	2,086.69	1,400.00	3,200.00
<u>100-2021-0012</u>	VACATION\COMP TIME PAYOFF	100.00	100.00	2,255.88	3,300.00	3,400.00
<u>100-2021-0016</u>	DEFERRED COMPENSATION	2,685.00	2,685.00	1,955.25	250.00	2,935.00
<u>100-2021-0020</u>	PART-TIME HOURLY WAGES	8,000.00	8,000.00	-	(5,000.00)	3,000.00
<u>100-2021-0030</u>	PERS PENSION OB BOND	1,136.00	1,136.00	1,136.00	600.00	1,736.00
<u>100-2021-0032</u>	PARS PENSION	701.00	701.00	522.21	100.00	801.00
<u>100-2021-0041</u>	MEDICAL INSURANCE	17,997.00	17,997.00	12,898.98	200.00	18,197.00
<u>100-2021-1029</u>	TRAINING AND EDUCATION	2,000.00	2,000.00	1,841.12	800.00	2,800.00
<u>100-2021-2053</u>	OUTSIDE PRINTING SERVICE	3,000.00	3,000.00	-	(2,000.00)	1,000.00
<u>100-2021-2067</u>	CITY CODE UPDATE	14,000.00	14,000.00	2,466.15	(2,640.00)	11,360.00
<u>100-2021-3095</u>	DEPARTMENT CONSUMABLES	3,500.00	3,500.00	5,113.71	1,650.00	5,150.00
<u>100-2021-4122</u>	DUES AND MEMBERSHIPS	500.00	500.00	1,121.86	1,200.00	1,700.00
Total City Clerk Administration		55,419.00	55,419.00	31,490.86	-	55,419.00
Elections						
<u>100-2022-2043</u>	TEMPORARY CONTRACT SERVICES	100,000.00	100,000.00	44,231.91	(50,000.00)	50,000.00
<u>100-2022-9398</u>	CENTRAL SERVICE CHARGES	10,000.00	10,000.00	11,282.00	1,282.00	11,282.00 (1)
Total Elections		110,000.00	110,000.00	55,513.91	(48,718.00)	61,282.00
Human Resources						
<u>100-2031-0010</u>	MANAGEMENT LEAVE PAYOFF	2,930.00	2,930.00	3,051.02	170.00	3,100.00
<u>100-2031-0012</u>	VACATION /COMP PAYOUT	5,860.00	5,860.00	9,560.77	3,800.00	9,660.00
<u>100-2031-0016</u>	DEFERRED COMPENSATION	2,360.00	2,360.00	1,994.46	650.00	3,010.00
<u>100-2031-0032</u>	PARS PENSION	16,509.00	16,509.00	12,059.50	1,600.00	18,109.00
<u>100-2031-0041</u>	MEDICAL INSURANCE	39,020.00	39,020.00	27,360.22	2,100.00	41,120.00

<u>100-2031-0061</u>	VISION INSURANCE	218.00	218.00	197.67	100.00	318.00
<u>100-2031-0081</u>	LIFE INSURANCE	735.00	735.00	568.91	100.00	835.00
<u>100-2031-0092</u>	MEDICARE TAX	4,426.00	4,426.00	3,385.77	250.00	4,676.00
<u>100-2031-3102</u>	COMPUTER SUPPLIES/SOFTWARE	-	-	64.09	65.00	65.00
<u>100-2031-7207</u>	VOLUNTEER PROGRAM	15,000.00	15,000.00	1,832.87	(10,000.00)	10,000.00
<u>100-2031-7208</u>	SAFETY COMMITTEE	25,000.00	25,000.00	-	(10,000.00)	10,000.00
<u>100-2031-8187</u>	DEPARTMENT EQUIPMENT	-	-	1,576.32	1,580.00	1,580.00
Total Human Resources		112,058.00	112,058.00	61,651.60	(9,585.00)	102,473.00
Youth Resource Center						
<u>100-2041-0016</u>	DEFERRED COMPENSATION	-	-	2.70	25.00	25.00
<u>100-2041-0031</u>	PERS PENSION	-	-	73.07	200.00	200.00
<u>100-2041-0041</u>	MEDICAL INSURANCE	-	-	48.40	200.00	200.00
<u>100-2041-0061</u>	VISION INSURANCE	-	-	0.29	25.00	25.00
<u>100-2041-0092</u>	MEDICARE TAX	-	-	4.91	25.00	25.00
<u>100-2041-0099</u>	TUITION REIMBURSEMENT	-	-	157.47	500.00	500.00
<u>100-2041-1033</u>	FITNESS PROGRAM	-	-	360.00	600.00	600.00
<u>100-2041-3095</u>	CONSUMABLES	-	-	51.00	100.00	100.00
<u>100-2041-7203</u>	COMMUNITY HUMAN SERVICES	-	-	2,522.32	4,000.00	4,000.00
Total Youth Resource Center		-	-	3,220.16	5,675.00	5,675.00
City Attorney						
<u>100-3010-0001</u>	SALARIES	124,740.00	168,140.00	137,007.73	81,000.00	248,740.00
<u>100-3010-0031</u>	PERS PENSION	41,782.00	47,782.00	42,039.74	16,703.00	64,485.00
<u>100-3010-0092</u>	MEDICARE TAX	1,809.00	2,409.00	1,986.67	1,530.00	3,939.00
Total City Attorney		168,331.00	218,331.00	181,034.14	99,233.00	317,164.00 (2)
Finance Administration						
<u>100-5110-0002</u>	OVERTIME	2,000.00	2,000.00	7,091.67	10,000.00	12,000.00
<u>100-5110-0010</u>	MANAGEMENT LEAVE PAYOFF	2,500.00	2,500.00	7,662.47	5,200.00	7,700.00
<u>100-5110-0016</u>	DEFERRED COMPENSATION	5,647.00	5,647.00	4,300.91	1,000.00	6,647.00
<u>100-5110-0020</u>	PART-TIME HOURLY	900.00	900.00	1,272.31	500.00	1,400.00
<u>100-5110-0031</u>	PERS PENSION	66,498.00	66,498.00	59,656.14	15,500.00	81,998.00
<u>100-5110-0032</u>	PARS PENSION	2,045.00	2,045.00	3,628.52	1,700.00	3,745.00
<u>100-5110-1015</u>	BENEFITS ADMINISTRATION	5,000.00	5,000.00	12,170.55	11,500.00	16,500.00
<u>100-5110-1025</u>	CITY AUDIT	31,000.00	31,000.00	30,330.00	5,000.00	36,000.00
<u>100-5110-1030</u>	CONSULTANT	90,000.00	90,000.00	132,419.45	86,000.00	176,000.00
<u>100-5110-2044</u>	COPIER SERVICES	9,000.00	9,000.00	6,289.59	500.00	9,500.00

<u>100-5110-2053</u>	OUTSIDE PRINTING SERVICE	1,000.00	1,000.00	-	(1,000.00)	-
<u>100-5110-2074</u>	BANK FEES & MISC CHARGES	15,500.00	15,500.00	43,059.24	34,500.00	50,000.00
<u>100-5110-3092</u>	STATIONARY SUPPLIES	6,000.00	6,000.00	5,446.36	2,100.00	8,100.00
<u>100-5110-3102</u>	COMPUTER SUPPLIES/SOFTWARE	1,200.00	1,200.00	1,325.97	1,000.00	2,200.00
<u>100-5110-4121</u>	MEETINGS & TRAVEL	2,500.00	2,500.00	612.99	1,500.00	4,000.00
Total Finance Administration		240,790.00	240,790.00	315,266.17	175,000.00	415,790.00 (3)

Police Administration

<u>100-6110-0002</u>	OVERTIME	32,700.00	32,700.00	39,329.55	27,000.00	59,700.00
<u>100-6110-0003</u>	HOLIDAY OVERTIME	10,000.00	10,000.00	10,791.39	4,000.00	14,000.00
<u>100-6110-0012</u>	VACATION\COMP TIME PAYOFF	21,000.00	21,000.00	2,003.94	(16,000.00)	5,000.00
<u>100-6110-0016</u>	DEFERRED COMPENSATION	2,700.00	2,700.00	2,841.87	1,100.00	3,800.00
<u>100-6110-0017</u>	PARS-ARS 457	500.00	500.00	447.98	200.00	700.00
<u>100-6110-0031</u>	PERS PENSION	110,655.00	110,655.00	73,981.50	500.00	111,155.00
<u>100-6110-0044</u>	RETIREE MEDICAL INSURANCE	10,700.00	10,700.00	14,370.00	24,000.00	34,700.00
<u>100-6110-0072</u>	LTD-CLEA	187.00	187.00	181.24	100.00	287.00
<u>100-6110-1024</u>	COMMUNITY RELATIONS	7,740.00	7,740.00	9,887.38	2,260.00	10,000.00
<u>100-6110-1026</u>	MEDICAL EXAMS	20,125.00	20,125.00	6,139.71	(10,000.00)	10,125.00
<u>100-6110-1029</u>	TRAINING & EDUCATION	37,895.00	37,895.00	59,003.91	32,500.00	70,395.00
<u>100-6110-1030</u>	CONSULTANT	7,000.00	7,000.00	8,538.91	1,600.00	8,600.00
<u>100-6110-1037</u>	EMPLOYEE RECOGNITION	1,150.00	1,150.00	3,075.60	1,930.00	3,080.00
<u>100-6110-2041</u>	COUNTY COMMUNICATIONS	550,000.00	550,000.00	512,651.24	50,000.00	600,000.00
<u>100-6110-2043</u>	TEMPORARY CONTRACT SERVICES	-	-	585.35	600.00	600.00
<u>100-6110-2078</u>	OTHER EXPENSE	19,149.00	19,149.00	7,988.26	(9,000.00)	10,149.00
<u>100-6110-3092</u>	STATIONARY SUPPLIES	9,000.00	9,000.00	936.90	(5,000.00)	4,000.00
<u>100-6110-4121</u>	MEETINGS & TRAVEL	1,550.00	1,550.00	1,647.20	150.00	1,700.00
<u>100-6110-4122</u>	DUES & MEMBERSHIP	1,950.00	1,950.00	2,108.36	160.00	2,110.00
<u>100-6110-8187</u>	DEPARTMENT EQUIPMENT	32,178.00	32,178.00	43,608.90	11,431.00	43,609.00
<u>100-6110-9398</u>	CENTRAL SERVICE CHARGES	721,924.00	721,924.00	814,442.00	92,518.00	814,442.00
Total Police Administration		1,598,103.00	1,598,103.00	1,614,561.19	210,049.00	1,808,152.00

Police Field Operations

<u>100-6120-0001</u>	SALARIES	3,653,283.00	3,653,283.00	2,310,276.49	(200,000.00)	3,453,283.00
<u>100-6120-0002</u>	OVERTIME	507,000.00	507,000.00	360,576.99	(10,000.00)	497,000.00
<u>100-6120-0003</u>	HOLIDAY OVERTIME	117,162.00	117,162.00	102,785.06	37,500.00	154,662.00
<u>100-6120-0010</u>	MANAGMENT LEAVE PAYOFF	3,000.00	3,000.00	3,247.65	300.00	3,300.00
<u>100-6120-0041</u>	MEDICAL INSURANCE	496,694.00	496,694.00	302,535.99	(25,000.00)	471,694.00
<u>100-6120-0044</u>	RETIREE MEDICAL INSURANCE	128,900.00	128,900.00	52,690.00	(25,000.00)	103,900.00

<u>100-6120-0071</u>	LTD	-	-	227.80	350.00	350.00
<u>100-6120-0099</u>	TUITION REIMBURSEMENTS	-	-	4,675.00	4,675.00	4,675.00
<u>100-6120-3091</u>	CANINE MAINTENANCE	15,000.00	15,000.00	-	(15,000.00)	-
<u>100-6120-8187</u>	DEPARTMENT EQUIPMENT	265,000.00	265,000.00	134,729.06	(15,000.00)	250,000.00
<u>100-6120-9398</u>	CENTRAL SERVICE CHARGES	606,660.00	606,660.00	684,406.00	77,750.00	684,410.00
Total Police Field Operations		5,792,699.00	5,792,699.00	3,956,150.04	(169,425.00)	5,623,274.00
Police Support						-
<u>100-6130-0001</u>	SALARIES	1,023,479.00	1,023,479.00	581,333.04	(100,000.00)	923,479.00
<u>100-6130-0002</u>	OVERTIME	83,500.00	83,500.00	63,705.53	1,500.00	85,000.00
<u>100-6130-0003</u>	HOLIDAY OVERTIME	12,100.00	12,100.00	3,676.02	(4,000.00)	8,100.00
<u>100-6130-0012</u>	VACATION\COMP TIME PAYOFF	5,000.00	5,000.00	33,141.41	28,200.00	33,200.00
<u>100-6130-0044</u>	RETIREE MEDICAL INSURANCE	-	-	3,192.00	4,500.00	4,500.00
<u>100-6130-1033</u>	FTINESS PROGRAM	2,160.00	2,160.00	3,941.62	3,340.00	5,500.00
<u>100-6130-9398</u>	CENTRAL SERVICE CHARGES	96,954.00	96,954.00	109,379.00	12,425.00	109,379.00
Total Police Support		1,223,193.00	1,223,193.00	798,368.62	(54,035.00)	1,169,158.00
Police Vehicle Abatement						
<u>100-6150-0031</u>	PERS PENSION	19,516.00	19,516.00	8,412.47	(970.00)	18,546.00
<u>100-6150-1029</u>	TRAINING	1,000.00	1,000.00	1,018.99	20.00	1,020.00
<u>100-6150-1033</u>	FITNESS PROGRAM	1,080.00	1,080.00	-	(500.00)	580.00
<u>100-6150-9398</u>	CENTRAL SERVICE CHARGES	11,173.00	11,173.00	12,605.00	1,450.00	12,623.00
Total Police Vehicle Abatement		32,769.00	32,769.00	22,036.46	-	32,769.00
Police Animal Control						
<u>100-6160-0004</u>	UNIFORM ALLOWANCE	936.00	936.00	780.00	135.00	1,071.00
<u>100-6160-0016</u>	DEFERRED COMPENSATION	-	-	322.98	500.00	500.00
<u>100-6160-0030</u>	PERS PENSION OB BOND	2,338.00	2,338.00	2,338.00	900.00	3,238.00
<u>100-6160-9398</u>	CENTRAL SERVICE CHARGES	12,367.00	12,367.00	13,952.00	1,600.00	13,967.00
Total Police Animal Control		15,641.00	15,641.00	17,392.98	3,135.00	18,776.00
Police Reserve						
<u>100-6170-0031</u>	PERS PENSION	-	-	6,214.91	9,200.00	9,200.00
<u>100-6170-9398</u>	CENTRAL SERVICE CHARGES	5,323.00	5,323.00	6,005.00	700.00	6,023.00
Total Police Reserve		5,323.00	5,323.00	12,219.91	9,900.00	15,223.00
Fire Administration						
<u>100-6610-0002</u>	OVERTIME	-	-	122.99	123.00	123.00

<u>100-6610-0010</u>	MANAGMENT LEAVE PAYOFF	2,000.00	2,000.00	3,314.24	1,315.00	3,315.00
<u>100-6610-0031</u>	PERS PENSION	38,885.00	38,885.00	47,861.06	28,000.00	66,885.00
<u>100-6610-0044</u>	RETIREE MEDICAL INSURANCE	10,700.00	10,700.00	8,622.00	800.00	11,500.00
<u>100-6610-0081</u>	LIFE INSURANCE	646.00	646.00	524.69	100.00	746.00
<u>100-6610-0099</u>	TUITION REIMBURSEMENT	2,000.00	2,000.00	700.00	200.00	2,200.00
<u>100-6610-4122</u>	DUES & MEMBERSHIP	850.00	850.00	879.00	29.00	879.00
<u>100-6610-8187</u>	DEPARTMENT EQUIPMENT	4,000.00	4,000.00	4,123.76	125.00	4,125.00
<u>100-6610-9398</u>	CENTRAL SERVICE CHARGES	143,404.00	143,404.00	161,782.00	18,378.00	161,782.00
Total Fire Administration		202,485.00	202,485.00	227,929.74	49,070.00	251,555.00

Fire Prevention

<u>100-6620-2053</u>	OUTSIDE PRINTING SERVICE	500.00	500.00	-	(150.00)	350.00
<u>100-6620-4123</u>	BOOKS & PERIODICALS	1,650.00	1,650.00	1,661.61	25.00	1,675.00
<u>100-6620-8187</u>	DEPARTMENT EQUIPMENT	2,000.00	2,000.00	2,123.84	125.00	2,125.00
Total Fire Prevention		4,150.00	4,150.00	3,785.45	-	4,150.00

Fire Training

<u>100-6630-3095</u>	DEPARTMENT CONSUMABLES	1,000.00	1,000.00	1,365.20	366.00	1,366.00
<u>100-6630-4121</u>	MEETINGS & TRAVEL	4,000.00	4,000.00	1,947.27	(366.00)	3,634.00
Total Fire Training		5,000.00	5,000.00	3,312.47	-	5,000.00

Fire Operations

<u>100-6640-0001</u>	SALARIES	2,789,824.00	2,789,824.00	2,119,277.73	120,500.00	2,910,324.00
<u>100-6640-0002</u>	OVERTIME	350,000.00	350,000.00	279,053.83	32,000.00	382,000.00
<u>100-6640-0003</u>	HOLIDAY OVERTIME	101,000.00	101,000.00	117,191.53	41,000.00	142,000.00
<u>100-6640-0004</u>	UNIFORM ALLOWANCE	28,800.00	28,800.00	25,450.00	6,050.00	34,850.00
<u>100-6640-0008</u>	OPER COMP DIV CHIEFS ST TIME	40,000.00	40,000.00	45,365.81	15,000.00	55,000.00
<u>100-6640-0010</u>	MANAGEMENT LEAVE PAYOFF	8,000.00	8,000.00	2,088.48	(5,000.00)	3,000.00
<u>100-6640-0012</u>	VACATION\COMP TIME PAYOFF	38,000.00	38,000.00	41,851.40	3,900.00	41,900.00
<u>100-6640-0016</u>	DEFERRED COMPENSATION	27,600.00	27,600.00	21,609.81	2,000.00	29,600.00
<u>100-6640-0041</u>	MEDICAL INSURANCE	375,835.00	375,835.00	284,559.80	33,200.00	409,035.00
<u>100-6640-0044</u>	RETIREE MEDICAL INSURANCE	85,900.00	85,900.00	42,310.00	(5,900.00)	80,000.00
<u>100-6640-0092</u>	MEDICARE TAX	40,124.00	40,124.00	36,047.00	11,000.00	51,124.00
<u>100-6640-1026</u>	MEDICAL EXAMS	24,000.00	24,000.00	5,733.00	(4,000.00)	20,000.00
<u>100-6640-1027</u>	BACKGROUND INVESTIGATION	3,000.00	3,000.00	121.80	(1,000.00)	2,000.00
<u>100-6640-3096</u>	CSA 74 PURCHASES	11,800.00	11,800.00	13,832.45	2,050.00	13,850.00
<u>100-6640-9398</u>	CENTRAL SERVICE CHARGES	421,574.00	421,574.00	475,600.00	54,026.00	475,600.00
<u>100-6640-9605</u>	INTEREST ON LEASE	7,383.00	7,383.00	26,505.23	4,700.00	12,083.00

<u>100-6640-9609</u>	LEASE PRINCIPAL-PNC	100,000.00	100,000.00	87,230.01	(12,700.00)	87,300.00
Total Fire Operations		4,452,840.00	4,452,840.00	3,623,827.88	296,826.00	4,749,666.00
Fire Reserves						-
<u>100-6660-0001</u>	SALARIES	-	-	275.19	276.00	276.00
<u>100-6660-0017</u>	PARS-ARS 457	100.00	100.00	626.32	900.00	1,000.00
<u>100-6660-0020</u>	PART-TIME HOURLY WAGES	8,900.00	8,900.00	51,312.69	61,500.00	70,400.00
<u>100-6660-0031</u>	PT - PERS PENSION	-	-	119.41	165.00	165.00
<u>100-6660-0092</u>	MEDICARE TAX	100.00	100.00	748.01	1,000.00	1,100.00
<u>100-6660-1027</u>	BACKGROUND INVESTIGATION	5,700.00	5,700.00	-	(3,700.00)	2,000.00
<u>100-6660-2064</u>	PERSONNEL RECRUITMENT	2,000.00	2,000.00	196.65	(1,000.00)	1,000.00
Total Fire Reserves		16,800.00	16,800.00	53,278.27	59,141.00	75,941.00
Fire Hazardous Materials						-
<u>100-6670-8187</u>	VEHICLE STORAGE	70,000.00	70,000.00	6,098.49	(55,000.00)	15,000.00
Total Fire Hazardous Materials		70,000.00	70,000.00	6,098.49	(55,000.00)	15,000.00
Fire - OES						-
<u>100-6690-0016</u>	DEFERRED COMPENSATION -OES	-	-	103.72	150.00	150.00
<u>100-6690-0030</u>	PERS PENSION OB BOND	4,171.00	4,171.00	4,171.00	1,600.00	5,771.00
<u>100-6690-0031</u>	PERS PENSION - OES	-	-	4,409.61	6,500.00	6,500.00
<u>100-6690-0041</u>	MEDICAL INSURANCE-NON LIUNA	-	-	1,717.59	2,400.00	2,400.00
<u>100-6690-0051</u>	DENTAL INSURANCE - OES	-	-	68.17	100.00	100.00
<u>100-6690-0061</u>	VISION INSURANCE - OES	-	-	9.97	100.00	100.00
<u>100-6690-0081</u>	LIFE INSURANCE - OES	-	-	6.05	100.00	100.00
<u>100-6690-0092</u>	MEDICARE TAX	-	-	213.09	300.00	300.00
Total Fire - OES		4,171.00	4,171.00	10,699.20	11,250.00	15,421.00 (4)
Community Development Administration						-
<u>100-7110-0012</u>	VACATION/COMP TIME PAYOFF	-	-	2,117.38	2,150.00	2,150.00
<u>100-7110-0016</u>	DEFERRED COMPENSATION	150.00	150.00	899.06	1,100.00	1,250.00
<u>100-7110-0017</u>	PARS-ARS 457	-	-	343.03	500.00	500.00
<u>100-7110-0020</u>	PART-TIME HOURLY WAGES	30,000.00	30,000.00	28,903.56	10,000.00	40,000.00
<u>100-7110-0032</u>	PARS PENSION	-	-	(9,005.77)	37,200.00	37,200.00
<u>100-7110-0041</u>	MEDICAL INSURANCE	1,500.00	1,500.00	17,244.90	22,100.00	23,600.00
<u>100-7110-0044</u>	RETIREE MEDICAL INSURANCE	-	-	9,580.00	13,200.00	13,200.00
<u>100-7110-0051</u>	DENTAL INSURANCE	-	-	993.60	1,400.00	1,400.00
<u>100-7110-0061</u>	VISION INSURANCE	-	-	72.25	150.00	150.00

<u>100-7110-0092</u>	MEDICARE TAX	2,182.00	2,182.00	1,710.80	225.00	2,407.00
<u>100-7110-3102</u>	COMPUTER SUPPLIES	50,000.00	50,000.00	-	(45,000.00)	5,000.00
<u>100-7110-8187</u>	DEPARTMENT EQUIPMENT	25,250.00	25,250.00	-	(15,250.00)	10,000.00
Total Community Development Administration		109,082.00	109,082.00	52,858.81	27,775.00	136,857.00
Building						-
<u>100-7210-0010</u>	MANAGEMENT LEAVE PAYOFF	3,000.00	3,000.00	-	(3,000.00)	-
<u>100-7210-0012</u>	VACATION\COMP TIME PAYOFF	2,500.00	2,500.00	2,633.47	200.00	2,700.00
<u>100-7210-0041</u>	MEDICAL INSURANCE	29,845.00	29,845.00	21,918.60	150.00	29,995.00
<u>100-7210-8187</u>	DEPARTMENT EQUIPMENT	23,000.00	23,000.00	23,416.06	417.00	23,417.00
<u>100-7210-9397</u>	COMPUTER SYSTEM	13,400.00	13,400.00	26,100.09	12,700.00	26,100.00
<u>100-7210-9398</u>	CENTRAL SERVICE CHARGES	313,861.00	313,861.00	354,083.00	40,222.00	354,083.00
Total Building		385,606.00	385,606.00	428,151.22	50,689.00	436,295.00
Code Enforcement						-
<u>100-7220-0002</u>	OVERTIME	10,000.00	10,000.00	2,800.99	(4,000.00)	6,000.00
<u>100-7220-0031</u>	PERS PENSION	5,313.00	5,313.00	7,578.36	5,100.00	10,413.00
<u>100-7220-1033</u>	FITNESS PROGRAM	-	-	119.94	200.00	200.00
<u>100-7220-2073</u>	SUBCONTRACTED WORK	1,000.00	1,000.00	-	(1,000.00)	-
<u>100-7220-4121</u>	MEETINGS AND TRAVEL	1,500.00	1,500.00	314.43	(1,000.00)	500.00
<u>100-7220-4123</u>	BOOKS AND PERIODICALS	250.00	250.00	-	(250.00)	-
<u>100-7220-9398</u>	CENTRAL SERVICES	17,609.00	17,609.00	19,866.00	2,300.00	19,909.00
Total Code Enforcement		35,672.00	35,672.00	30,679.72	1,350.00	37,022.00
Planning & Zoning						-
<u>100-7310-0001</u>	SALARIES	276,424.00	276,424.00	211,935.55	15,000.00	291,424.00
<u>100-7310-0010</u>	MANAGEMENT LEAVE PAYOFF	4,000.00	4,000.00	3,227.52	(700.00)	3,300.00
<u>100-7310-0012</u>	VACATION\TIME PAYOFF	3,000.00	3,000.00	1,939.16	(1,000.00)	2,000.00
<u>100-7310-0016</u>	DEFERRED COMPENSATION	4,800.00	4,800.00	4,448.67	1,800.00	6,600.00
<u>100-7310-0020</u>	PART-TIME HOURLY WAGES	15,000.00	15,000.00	-	(10,000.00)	5,000.00
<u>100-7310-0031</u>	PERS PENSION	52,726.00	52,726.00	37,316.28	3,300.00	56,026.00
<u>100-7310-0032</u>	PARS PENSION	7,179.00	7,179.00	5,274.26	750.00	7,929.00
<u>100-7310-0041</u>	MEDICAL INSURANCE	17,904.00	17,904.00	12,581.78	1,000.00	18,904.00
<u>100-7310-0051</u>	DENTAL INSURANCE	1,488.00	1,488.00	1,337.71	600.00	2,088.00
<u>100-7310-0061</u>	VISION INSURANCE	130.00	130.00	139.13	100.00	230.00
<u>100-7310-0092</u>	MEDICARE TAX	4,008.00	4,008.00	3,193.21	800.00	4,808.00
<u>100-7310-1022</u>	LEGAL SERVICES	8,000.00	8,000.00	8,827.75	15,828.00	23,828.00 (5)
<u>100-7310-1029</u>	TRAINING & EDUCATION	5,000.00	5,000.00	-	(4,000.00)	1,000.00

<u>100-7310-1030</u>	CONSULTANT	30,000.00	30,000.00	-	(30,000.00)	-	
<u>100-7310-1035</u>	CONSULTANT - GENERAL PLAN	-	-	27,172.62	297,236.00	297,236.00	(6)
<u>100-7310-1046</u>	CONSULTANT - HOUSING ELEMENT	-	-	-	70,000.00	70,000.00	(7)
<u>100-7310-2043</u>	TEMPORARY CONTRACT SERVICES	7,000.00	7,000.00	-	(7,000.00)	-	
<u>100-7310-2053</u>	OUTSIDE PRINTING SERVICE	5,000.00	5,000.00	157.19	(4,500.00)	500.00	
<u>100-7310-2063</u>	PUBLISHING & LEGAL ADVERTISIN	3,000.00	3,000.00	1,667.24	(500.00)	2,500.00	
<u>100-7310-2073</u>	SUBCONTRACT WORK	500.00	500.00	-	(500.00)	-	
<u>100-7310-3095</u>	DEPARTMENT CONSUMABLES	3,500.00	3,500.00	347.91	(2,000.00)	1,500.00	
<u>100-7310-4122</u>	DUES & MEMBERSHIP	2,500.00	2,500.00	1,123.00	(500.00)	2,000.00	
<u>100-7310-4123</u>	BOOKS AND PERIODICALS	500.00	500.00	-	(500.00)	-	
<u>100-7310-9397</u>	COMPUTER SYSTEM	20,100.00	20,100.00	314.87	315.00	20,415.00	
<u>100-7310-9398</u>	CENTRAL SERVICE CHARGES	127,376.00	127,376.00	143,700.00	16,324.00	143,700.00	
Total Planning & Zoning		599,135.00	599,135.00	464,703.85	361,853.00	960,988.00	
Economic Development							
<u>100-7410-0001</u>	SALARIES	263,306.00	263,306.00	217,004.38	35,000.00	298,306.00	
<u>100-7410-0010</u>	MANAGEMENT LEAVE PAYOFF	1,000.00	1,000.00	2,859.77	1,900.00	2,900.00	
<u>100-7410-0012</u>	VACATION/COMP TIME PAYOFF	600.00	600.00	2,955.04	2,400.00	3,000.00	
<u>100-7410-0016</u>	DEFERRED COMPENSATION	1,440.00	1,440.00	1,579.44	750.00	2,190.00	
<u>100-7410-0020</u>	PART-TIME HOURLY	100.00	100.00	10,653.33	15,000.00	15,100.00	
<u>100-7410-0092</u>	MEDICARE TAX	3,818.00	3,818.00	3,381.37	850.00	4,668.00	
<u>100-7410-1022</u>	LEGAL SERVICES	5,500.00	5,500.00	-	(5,500.00)	-	
<u>100-7410-1030</u>	CONSULTANT	40,000.00	40,000.00	38,060.95	8,739.00	48,739.00	
<u>100-7410-1033</u>	FITNESS PROGRAM	360.00	360.00	310.00	140.00	500.00	
<u>100-7410-2040</u>	MARKETING MATERIALS	20,000.00	20,000.00	4,646.61	(10,000.00)	10,000.00	
<u>100-7410-2044</u>	COPIER SERVICES	-	-	1,891.31	2,600.00	2,600.00	
<u>100-7410-2053</u>	OUTSIDE PRINTING	5,000.00	5,000.00	-	(5,000.00)	-	
<u>100-7410-2063</u>	PUBLISHING & LEGAL	1,000.00	1,000.00	-	(1,000.00)	-	
<u>100-7410-2073</u>	SUBCONTRACTED WORK	1,000.00	1,000.00	-	(1,000.00)	-	
<u>100-7410-3102</u>	COMPUTER SUPPLIES	10,000.00	10,000.00	11,250.00	1,250.00	11,250.00	
<u>100-7410-4121</u>	MEETINGS AND TRAVEL	9,600.00	9,600.00	755.53	(7,100.00)	2,500.00	
<u>100-7410-4122</u>	DUES & MEMBERSHIPS	12,000.00	12,000.00	5,982.46	(4,500.00)	7,500.00	
<u>100-7410-4203</u>	BRANDING PROGRAM	32,000.00	32,000.00	-	(17,000.00)	15,000.00	
<u>100-7410-4206</u>	FARMERS' MARKET	30,000.00	30,000.00	33,430.34	27,360.00	57,360.00	(8)
<u>100-7410-4207</u>	SATELLITE OFFICE	3,000.00	3,000.00	27,563.41	32,000.00	35,000.00	
<u>100-7410-9398</u>	CENTRAL SERVICE CHARGE	36,366.00	36,366.00	41,027.00	4,661.00	41,027.00	
Total Economic Development		476,090.00	476,090.00	403,350.94	81,550.00	557,640.00	

Public Works Operations						-
<u>100-8110-9994</u>	TRANSFER OUT TO PARKS	50,000.00	50,000.00	-	40,000.00	90,000.00 (9)
<u>100-8110-9998</u>	TRANSFER OUT TO STORMWATER	660,000.00	660,000.00	-	678,000.00	1,338,000.00 (10)
<u>100-8110-9999</u>	TRANS OUT TO STREETS 210	470,000.00	470,000.00	-	735,573.00	1,205,573.00 (10)
Total Public Works Operations		1,180,000.00	1,180,000.00	-	1,453,573.00	2,633,573.00

Government Buildings						-
<u>100-8310-0001</u>	SALARIES	142,310.00	142,310.00	70,655.97	(20,000.00)	122,310.00
<u>100-8310-0002</u>	OVERTIME	12,900.00	12,900.00	12,525.34	4,300.00	17,200.00
<u>100-8310-0033</u>	LIUNA PENSION	-	-	634.60	900.00	900.00
<u>100-8310-1029</u>	TRAINING & EDUCATION	500.00	500.00	849.92	500.00	1,000.00
<u>100-8310-2078</u>	OTHER EXPENSE	-	-	129.19	130.00	130.00
<u>100-8310-2085</u>	PROP EXP.-FORMER RDA	2,500.00	2,500.00	-	297,500.00	300,000.00 (11)
<u>100-8310-2087</u>	EQUIPMENT RENTAL	3,500.00	3,500.00	2,643.36	500.00	4,000.00
<u>100-8310-3092</u>	STATIONARY SUPPLIES	100.00	100.00	134.27	35.00	135.00
<u>100-8310-3093</u>	JANITORIAL SUPPLIES	8,000.00	8,000.00	10,909.68	7,000.00	15,000.00
<u>100-8310-3095</u>	DEPARTMENT CONSUMABLES	60,000.00	60,000.00	34,031.03	(10,000.00)	50,000.00
<u>100-8310-8133</u>	OLDEMEYER BOILER	40,000.00	40,000.00	104,350.00	64,750.00	104,750.00 (12)
<u>100-8310-8136</u>	OLDEMEYER ROOF	-	-	213,842.54	214,000.00	214,000.00 (12)
<u>100-8310-9397</u>	COMPUTER SYSTEM	23,400.00	23,400.00	314.87	315.00	23,715.00
Total Government Buildings		293,210.00	293,210.00	451,020.77	559,930.00	853,140.00

Parks Administration						-
<u>100-8410-0001</u>	SALARIES	39,552.00	39,552.00	38,510.12	15,250.00	54,802.00
<u>100-8410-0033</u>	LIUNA PENSION	-	-	278.40	400.00	400.00
<u>100-8410-0041</u>	MEDICAL INSURANCE	4,825.00	4,825.00	6,797.42	4,500.00	9,325.00
<u>100-8410-0051</u>	DENTAL INSURANCE	298.00	298.00	480.90	400.00	698.00
<u>100-8410-0092</u>	MEDICARE TAX	574.00	574.00	542.76	200.00	774.00
<u>100-8410-1033</u>	FITNESS PROGRAM	162.00	162.00	304.24	300.00	462.00
<u>100-8410-2049</u>	UNIFORM SERVICE/LAUNDRY	800.00	800.00	663.34	200.00	1,000.00
<u>100-8410-9602</u>	PRINCIPAL	250,000.00	250,000.00	-	(250,000.00)	- (13)
<u>100-8410-9605</u>	INTEREST	250,000.00	250,000.00	-	(250,000.00)	-
Total Parks Administration		546,211.00	546,211.00	47,577.18	(478,750.00)	67,461.00

Parks Operations						-
<u>100-8420-0001</u>	SALARIES	289,586.00	289,586.00	168,769.96	(20,000.00)	269,586.00
<u>100-8420-0002</u>	OVERTIME	33,000.00	33,000.00	14,268.50	(3,244.00)	29,756.00

<u>100-8420-0033</u>	LIUNA PENSION	-	-	4,271.17	5,900.00	5,900.00
<u>100-8420-0041</u>	MEDICAL INSURANCE	81,670.00	81,670.00	47,529.72	(10,000.00)	71,670.00
<u>100-8420-0044</u>	RETIREE MEDICAL INSURANCE	10,700.00	10,700.00	-	(10,000.00)	700.00
<u>100-8420-1033</u>	FITNESS PROGRAM	-	-	89.94	135.00	135.00
<u>100-8420-2049</u>	UNIFORM SERVICE/LAUNDRY	2,500.00	2,500.00	2,072.51	650.00	3,150.00
<u>100-8420-2068</u>	REFUSE DISPOSAL	2,000.00	2,000.00	1,802.06	1,000.00	3,000.00
<u>100-8420-2087</u>	EQUIPMENT RENTAL	500.00	500.00	2,001.10	1,700.00	2,200.00
<u>100-8420-3099</u>	CHEMICALS	2,000.00	2,000.00	-	(1,700.00)	300.00
<u>100-8420-3106</u>	ROCK/SAND/GRAVEL	2,000.00	2,000.00	-	(1,000.00)	1,000.00
<u>100-8420-4122</u>	DUES & MEMBERSHIPS	-	-	80.00	80.00	80.00
<u>100-8420-9398</u>	CENTRAL SERVICE CHARGES	258,424.00	258,424.00	291,543.00	33,119.00	291,543.00
Total Parks Operations		682,380.00	682,380.00	532,427.96	(3,360.00)	679,020.00
Community Projects						-
<u>100-8430-0002</u>	OVERTIME	5,000.00	5,000.00	14,558.71	16,000.00	21,000.00
<u>100-8430-0012</u>	VACATION\COMP TIME PAYOFF	200.00	200.00	1,405.56	1,800.00	2,000.00
<u>100-8430-0032</u>	PARS PENSION	415.00	415.00	318.10	100.00	515.00
<u>100-8430-0033</u>	LIUNA PENSION	-	-	1,417.53	2,000.00	2,000.00
<u>100-8430-0092</u>	MEDICARE TAX	1,181.00	1,181.00	956.87	170.00	1,351.00
<u>100-8430-1033</u>	FITNESS PROGRAM	27.00	27.00	31.09	50.00	77.00
<u>100-8430-2073</u>	SUBCONTRACTED WORK	5,000.00	5,000.00	-	(5,000.00)	-
<u>100-8430-3095</u>	DEPARTMENT CONSUMABLES	5,000.00	5,000.00	7,802.32	2,803.00	7,803.00
<u>100-8430-7168</u>	CHRISTMAS DECORATIONS	10,000.00	10,000.00	8,467.01	(1,500.00)	8,500.00
<u>100-8430-9398</u>	CENTRAL SERVICE CHARGES	40,607.00	40,607.00	45,811.00	5,204.00	45,811.00
Total Community Projects		67,430.00	67,430.00	80,768.19	21,627.00	89,057.00
Irrigation						-
<u>100-8440-0001</u>	SALARIES	78,018.00	78,018.00	41,421.31	(10,000.00)	68,018.00
<u>100-8440-0002</u>	OVERTIME	5,500.00	5,500.00	6,795.93	4,100.00	9,600.00
<u>100-8440-0012</u>	VACATION\COMP TIME PAYOFF	3,000.00	3,000.00	-	(2,000.00)	1,000.00
<u>100-8440-0033</u>	LIUNA PENSION	-	-	1,083.64	1,550.00	1,550.00
<u>100-8440-0061</u>	VISION INSURANCE	-	-	48.84	100.00	100.00
<u>100-8440-2049</u>	UNIFORM SERVICE / LAUNDRY	1,500.00	1,500.00	1,242.92	400.00	1,900.00
<u>100-8440-9398</u>	CENTRAL SERVICE CHARGES	39,949.00	39,949.00	45,069.00	5,120.00	45,069.00
Total Irrigation		127,967.00	127,967.00	95,661.64	(730.00)	127,237.00
Trees						-
<u>100-8450-0001</u>	SALARIES	57,106.00	57,106.00	26,404.25	(9,488.00)	47,618.00

<u>100-8450-0012</u>	VACATION\COMP TIME PAYOFF	2,000.00	2,000.00	-	(1,000.00)	1,000.00
<u>100-8450-0030</u>	PERS PENSION OB BOND	767.00	767.00	767.00	350.00	1,117.00
<u>100-8450-0033</u>	LIUNA PENSION	-	-	683.59	1,000.00	1,000.00
<u>100-8450-2049</u>	UNIFORM SERVICE / LAUNDRY	800.00	800.00	663.34	200.00	1,000.00
<u>100-8450-9398</u>	CENTRAL SERVICE CHARGES	69,746.00	69,746.00	78,684.00	8,938.00	78,684.00
Total Trees		130,419.00	130,419.00	107,202.18	-	130,419.00
Engineering						-
<u>100-8910-0001</u>	SALARIES	456,638.00	456,638.00	344,158.45	29,500.00	486,138.00
<u>100-8910-0002</u>	OVERTIME	3,000.00	3,000.00	-	(2,000.00)	1,000.00
<u>100-8910-0010</u>	MANAGEMENT LEAVE PAYOFF	400.00	400.00	1,129.95	730.00	1,130.00
<u>100-8910-0012</u>	VACATION/COMP TIME PAYOFF	2,400.00	2,400.00	6,677.48	4,300.00	6,700.00
<u>100-8910-0016</u>	DEFERRED COMPENSATION	3,960.00	3,960.00	3,124.42	500.00	4,460.00
<u>100-8910-0020</u>	PART-TIME HOURLY WAGES	10,000.00	10,000.00	2,640.00	(4,000.00)	6,000.00
<u>100-8910-0030</u>	PERS PENSION OB BOND	2,510.00	2,510.00	2,510.00	1,050.00	3,560.00
<u>100-8910-0032</u>	PARS PENSION	12,949.00	12,949.00	10,991.73	2,570.00	15,519.00
<u>100-8910-0033</u>	LIUNA PENSION	-	-	1,445.69	2,050.00	2,050.00
<u>100-8910-0041</u>	MEDICAL INSURANCE	69,112.00	69,112.00	55,587.10	15,000.00	84,112.00
<u>100-8910-0044</u>	RETIREE MEDICAL INSURANCE	10,700.00	10,700.00	-	(10,700.00)	-
<u>100-8910-0051</u>	DENTAL INSURANCE	5,251.00	5,251.00	4,398.66	1,000.00	6,251.00
<u>100-8910-0061</u>	VISION INSURANCE	563.00	563.00	433.04	100.00	663.00
<u>100-8910-1030</u>	CONSULTANT	25,000.00	25,000.00	15,928.50	7,000.00	32,000.00
<u>100-8910-3102</u>	COMPUTER SUPPLIES	-	-	119.67	120.00	120.00
<u>100-8910-8187</u>	DEPARTMENT EQUIPMENT	-	-	-	3,500.00	3,500.00
Total Engineering		602,483.00	602,483.00	449,144.69	50,720.00	653,203.00
Recreation						-
<u>100-9100-0001</u>	SALARIES	235,285.00	235,285.00	172,646.44	4,400.00	239,685.00
<u>100-9100-0002</u>	OVERTIME	500.00	500.00	1,764.70	2,000.00	2,500.00
<u>100-9100-0010</u>	MAMAGMENT LEAVE PAYOFF	2,600.00	2,600.00	4,496.84	1,900.00	4,500.00
<u>100-9100-0012</u>	VACATION\COMP TIME PAYOFF	2,500.00	2,500.00	2,767.92	300.00	2,800.00
<u>100-9100-0016</u>	DEFERRED COMPENSATION	2,000.00	2,000.00	2,792.18	1,950.00	3,950.00
<u>100-9100-0031</u>	PERS PENSION	48,308.00	48,308.00	43,094.72	13,000.00	61,308.00
<u>100-9100-0032</u>	PARS PENSION	10,350.00	10,350.00	7,508.77	260.00	10,610.00
<u>100-9100-0044</u>	RETIREE MEDICAL INSURANCE	10,700.00	10,700.00	(958.00)	(10,000.00)	700.00
<u>100-9100-0061</u>	VISION INSURANCE	227.00	227.00	195.28	100.00	327.00
<u>100-9100-0092</u>	MEDICARE TAX	4,712.00	4,712.00	3,751.06	600.00	5,312.00
<u>100-9100-2043</u>	TEMPORARY CONTRACT SERVICES	4,000.00	4,000.00	7,211.40	3,250.00	7,250.00

<u>100-9100-2053</u>	OUTSIDE PRINTING SERVICE	-	-	1,521.00	1,521.00	1,521.00
<u>100-9100-2073</u>	SUBCONTRACTED WORK	2,060.00	2,060.00	3,300.27	1,250.00	3,310.00
<u>100-9100-3104</u>	COMPUTER SOFTWARE	-	-	69.99	70.00	70.00
<u>100-9100-4121</u>	MEETINGS & TRAVEL	900.00	900.00	1,235.17	1,100.00	2,000.00
<u>100-9100-4122</u>	DUES & MEMBERSHIP	700.00	700.00	730.00	30.00	730.00
<u>100-9100-8192</u>	EQUIPMENT	-	-	7,999.92	12,000.00	12,000.00
<u>100-9100-9398</u>	CENTRAL SERVICE CHARGES	248,576.00	248,576.00	280,432.00	31,856.00	280,432.00
Total Recreation		573,418.00	573,418.00	540,559.66	65,587.00	639,005.00
						-
Janitorial Services						-
<u>100-9105-0001</u>	SALARIES	48,722.00	48,722.00	40,662.11	7,000.00	55,722.00
<u>100-9105-0002</u>	OVERTIME	-	-	6,612.38	9,500.00	9,500.00
<u>100-9105-0017</u>	PARS-ARS 457	-	-	579.13	900.00	900.00
<u>100-9105-0031</u>	PERS PENSION	15,847.00	15,847.00	15,981.74	6,750.00	22,597.00
<u>100-9105-0033</u>	LIUNA PENSION	-	-	1,520.00	2,150.00	2,150.00
<u>100-9105-0092</u>	MEDICARE TAX	2,306.00	2,306.00	1,892.17	500.00	2,806.00
<u>100-9105-3093</u>	JANITORIAL SUPPLIES	35,000.00	35,000.00	4,052.12	(20,000.00)	15,000.00
Total Janitorial Services		101,875.00	101,875.00	71,299.65	6,800.00	108,675.00
						-
Community Center						-
<u>100-9200-0002</u>	OVERTIME	-	-	1,875.87	3,000.00	3,000.00
<u>100-9200-0017</u>	PARS-ARS 457	400.00	400.00	409.98	200.00	600.00
<u>100-9200-0020</u>	PART-TIME HOURLY WAGES	65,700.00	65,700.00	70,912.13	35,000.00	100,700.00
<u>100-9200-0031</u>	PERS PENSION	6,700.00	6,700.00	8,351.08	5,500.00	12,200.00
<u>100-9200-0092</u>	MEDICARE TAX	1,000.00	1,000.00	1,055.47	500.00	1,500.00
<u>100-9200-2043</u>	TEMPORARY CONTRACT SERVICES	1,030.00	1,030.00	1,456.00	500.00	1,530.00
<u>100-9200-2053</u>	OUTSIDE PRINTING SERVICE	3,000.00	3,000.00	826.87	(1,000.00)	2,000.00
<u>100-9200-2063</u>	PUBLISHING & LEGAL ADVERTISIN	5,000.00	5,000.00	574.00	(4,000.00)	1,000.00
<u>100-9200-3093</u>	JANITORIAL SUPPLIES	-	-	8,040.23	10,000.00	10,000.00
<u>100-9200-7172</u>	CITY BIRTHDAY	13,600.00	13,600.00	-	(13,600.00)	-
<u>100-9200-7175</u>	SUMMER PARK CONCERTS	32,000.00	32,000.00	9,838.39	(1,650.00)	30,350.00
<u>100-9200-7181</u>	HALLOWEEN PARTY	4,995.00	4,995.00	6,606.42	1,650.00	6,645.00
<u>100-9200-7182</u>	HOLIDAY SNOW FESTIVAL	11,380.00	11,380.00	11,492.82	115.00	11,495.00
<u>100-9200-9398</u>	CENTRAL SERVICE CHARGES	24,225.00	24,225.00	27,330.00	3,105.00	27,330.00
Total Community Center		169,030.00	169,030.00	148,769.26	39,320.00	208,350.00
						-
Seaside Highlands Center						-
<u>100-9250-9398</u>	CENTRAL SERVICE CHARGES	35,048.00	35,048.00	39,540.00	4,500.00	39,548.00

Total Seaside Highlands Center		35,048.00	35,048.00	39,540.00	4,500.00	39,548.00
						-
Youth & Education Center						-
<u>100-9310-0020</u>	PART-TIME HOURLY WAGES	63,400.00	63,400.00	81,572.40	50,000.00	113,400.00
<u>100-9310-0040</u>	CITY PD PT HEALTH INSURANCE	5,626.00	5,626.00	-	(4,000.00)	1,626.00
<u>100-9310-0041</u>	MEDICAL INSURANCE	25,260.00	25,260.00	20,904.32	4,300.00	29,560.00
<u>100-9310-0051</u>	DENTAL INSURANCE	1,488.00	1,488.00	1,355.89	500.00	1,988.00
<u>100-9310-0061</u>	VISION INSURANCE	130.00	130.00	143.06	100.00	230.00
<u>100-9310-0092</u>	MEDICARE TAX	2,985.00	2,985.00	2,493.14	550.00	3,535.00
<u>100-9310-2073</u>	SUBCONTRACTED WORK	5,300.00	5,300.00	1,999.00	(2,800.00)	2,500.00
<u>100-9310-3095</u>	DEPARTMENT CONSUMABLES	9,500.00	9,500.00	4,942.12	(2,000.00)	7,500.00
<u>100-9310-3102</u>	COMPUTER SUPPLIES/SOFTWARE	2,500.00	2,500.00	-	(1,500.00)	1,000.00
<u>100-9310-7132</u>	EXCURSIONS	2,000.00	2,000.00	2,632.34	2,500.00	4,500.00
<u>100-9310-7133</u>	TEEN EVENTS	1,500.00	1,500.00	1,448.78	1,500.00	3,000.00
<u>100-9310-8187</u>	DEPARTMENT EQUIPMENT	2,000.00	2,000.00	47.83	(1,000.00)	1,000.00
<u>100-9310-9398</u>	CENTRAL SERVICE CHARGES	38,218.00	38,218.00	43,116.00	4,898.00	43,116.00
Total Youth & Education Center		159,907.00	159,907.00	160,654.88	53,048.00	212,955.00
						-
After School Recreation Services						-
<u>100-9320-0031</u>	PERS PENSION	3,300.00	3,300.00	5,027.07	4,250.00	7,550.00
<u>100-9320-0040</u>	CITY PD PT HEALTH INSURANCE	5,626.00	5,626.00	-	(5,559.00)	67.00
<u>100-9320-9398</u>	CENTRAL SERVICE CHARGES	10,211.00	10,211.00	11,520.00	1,309.00	11,520.00
Total After School Recreation Services		19,137.00	19,137.00	16,547.07	-	19,137.00
						-
School Intersessional Services						-
<u>100-9330-0002</u>	OVERTIME	4,050.00	4,050.00	4,133.36	1,800.00	5,850.00
<u>100-9330-0031</u>	PERS PENSION	900.00	900.00	4,094.72	5,245.00	6,145.00
<u>100-9330-0040</u>	CITY PD PT HEALTH INSURANCE	2,597.00	2,597.00	-	(2,500.00)	97.00
<u>100-9330-0041</u>	MEDICAL INSURANCE	-	-	2,016.00	3,024.00	3,024.00
<u>100-9330-0092</u>	MEDICARE TAX	1,600.00	1,600.00	1,308.31	400.00	2,000.00
<u>100-9330-9398</u>	CENTRAL SERVICE CHARGES	14,742.00	14,742.00	16,631.00	1,889.00	16,631.00
Total School Intersessional Services		23,889.00	23,889.00	28,183.39	9,858.00	33,747.00
						-
Athletics Services						-
<u>100-9340-0002</u>	OVERTIME	-	-	1,463.46	2,100.00	2,100.00
<u>100-9340-0020</u>	PART-TIME HOURLY WAGES	63,800.00	63,800.00	30,857.34	(10,000.00)	53,800.00
<u>100-9340-0031</u>	PERS PENSION	1,400.00	1,400.00	2,493.25	2,150.00	3,550.00
<u>100-9340-9398</u>	CENTRAL SERVICE CHARGES	5,624.00	5,624.00	6,345.00	721.00	6,345.00

Total Athletics Services		70,824.00	70,824.00	41,159.05	(5,029.00)	65,795.00
						-
Pre School Services						-
<u>100-9350-0002</u>	OVERTIME	-	-	635.75	900.00	900.00
<u>100-9350-0020</u>	PART-TIME HOURLY WAGES	80,100.00	80,100.00	63,826.87	10,000.00	90,100.00
<u>100-9350-0031</u>	PERS PENSION	5,100.00	5,100.00	6,045.31	3,500.00	8,600.00
<u>100-9350-0092</u>	MEDICARE TAX	1,200.00	1,200.00	934.75	150.00	1,350.00
<u>100-9350-2073</u>	SUBCONTRACTED WORK	1,000.00	1,000.00	-	(500.00)	500.00
<u>100-9350-9398</u>	CENTRAL SERVICE CHARGES	7,776.00	7,776.00	8,773.00	997.00	8,773.00
Total Pre School Services		95,176.00	95,176.00	80,215.68	15,047.00	110,223.00
						-
Swim Center						-
<u>100-9400-0001</u>	SALARIES	29,888.00	29,888.00	33,626.96	20,000.00	49,888.00
<u>100-9400-0002</u>	OVERTIME	1,000.00	1,000.00	1,617.59	1,285.00	2,285.00
<u>100-9400-0012</u>	VACATION\COMP TIME PAYOFF	-	-	558.98	560.00	560.00
<u>100-9400-0016</u>	DEFERRED COMPENSATION	-	-	345.79	500.00	500.00
<u>100-9400-0017</u>	PARS-ARS 457	2,000.00	2,000.00	1,662.97	350.00	2,350.00
<u>100-9400-0020</u>	PART-TIME HOURLY WAGES	263,000.00	263,000.00	223,659.78	52,000.00	315,000.00
<u>100-9400-0031</u>	PERS PENSION	13,700.00	13,700.00	22,992.74	18,765.00	32,465.00
<u>100-9400-0033</u>	FITNESS PROGRAM	-	-	202.50	300.00	300.00
<u>100-9400-0041</u>	MEDICAL INSURANCE	4,476.00	4,476.00	9,049.35	9,500.00	13,976.00
<u>100-9400-0051</u>	DENTAL INSURANCE	247.00	247.00	536.56	515.00	762.00
<u>100-9400-0061</u>	VISION INSURANCE	30.00	30.00	39.01	50.00	80.00
<u>100-9400-0071</u>	LTD	65.00	65.00	63.43	50.00	115.00
<u>100-9400-0081</u>	LIFE INSURANCE	53.00	53.00	56.72	50.00	103.00
<u>100-9400-0092</u>	MEDICARE TAX	3,933.00	3,933.00	3,755.18	1,400.00	5,333.00
<u>100-9400-2063</u>	PUBLISHING & LEGAL ADVERTISING	500.00	500.00	-	(500.00)	-
<u>100-9400-2073</u>	SUBCONTRACTED WORK	500.00	500.00	-	(500.00)	-
<u>100-9400-3095</u>	DEPARTMENT CONSUMABLES	8,680.00	8,680.00	3,652.14	(2,180.00)	6,500.00
<u>100-9400-7138</u>	LIFEGUARD	5,000.00	5,000.00	-	(2,000.00)	3,000.00
<u>100-9400-7140</u>	SHARKS	1,000.00	1,000.00	35.97	(500.00)	500.00
<u>100-9400-9398</u>	CENTRAL SERVICE CHARGES	173,117.00	173,117.00	195,303.00	22,186.00	195,303.00
Total Swim Center		507,189.00	507,189.00	497,158.67	121,831.00	629,020.00
						-
Senior/Human Services						-
<u>100-9500-0001</u>	SALARIES	29,888.00	29,888.00	8,763.12	(1,000.00)	28,888.00
<u>100-9500-0002</u>	OVERTIME	-	-	845.05	1,200.00	1,200.00
<u>100-9500-0016</u>	DEFERRED COMPENSATION	-	-	92.73	150.00	150.00

<u>100-9500-0020</u>	PART-TIME HOURLY WAGES	50,600.00	50,600.00	57,482.29	30,400.00	81,000.00
<u>100-9500-0031</u>	PERS PENSION	3,000.00	3,000.00	9,268.55	10,100.00	13,100.00
<u>100-9500-0033</u>	FITNESS PROGRAM	-	-	112.50	200.00	200.00
<u>100-9500-0092</u>	MEDICARE TAX	833.00	833.00	971.64	550.00	1,383.00
<u>100-9500-3095</u>	DEPARTMENT CONSUMABLES	-	-	127.66	150.00	150.00
<u>100-9500-7132</u>	EXCURSIONS	5,500.00	5,500.00	2,221.81	3,500.00	9,000.00
<u>100-9500-9398</u>	CENTRAL SERVICE CHARGES	4,342.00	4,342.00	4,898.00	556.00	4,898.00
Total Senior/Human Services		94,163.00	94,163.00	84,783.35	45,806.00	139,969.00
Contract Classes						-
<u>100-9603-2063</u>	PUBLISHING & LEGAL ADVERTISIN	1,000.00	1,000.00	-	(121.00)	879.00
<u>100-9603-9398</u>	CENTRAL SERVICE CHARGES	941.00	941.00	1,062.00	121.00	1,062.00
Total Contract Classes		1,941.00	1,941.00	1,062.00	-	1,941.00

Total Requested General Fund Changes	\$ 3,101,481.00
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Notes:

- (1) Central Service charges in the amount of \$562,820 were allocated in the FY2018-19 Adopted Budget to the WBUV Infrastructure Improvement project. The project is complete requiring that the full cost plan allocation be adjusted. This resulted in an increase to General Fund accounts of \$250,000.
- (2) Increase in costs is attributed to the Council approved change to City Attorney contract. Resolution didn't include authority to modify budget.
- (3) Staffing transition created need for additional consultant assistance and staff overtime; State charge for Measure L implementation not included in budget; additional pension costs forecast.
- (4) All costs covered by Cal OES reimbursement; adjustment to budget by object per budgetary authority.
- (5) Increase needed for TLF contract for telecom issues.
- (6) General Plan Update work continues; nothing included in FY 2018-19 budget.
- (7) State mandated activity not included in adopted budget. \$70,000 will allow for payment to Veronica Tam and Rincon for the two parts of the Housing Element.
- (8) Continuation of Farmers' Market to year round event per Resolution 18-106 necessitates additional funding.
- (9) Work approved per Resolution 18-105. Budget included in prior year; need to reappropriate in current year.
- (10) Transfers budgeted in FY2017-18 were not made prior to year end close due to staffing transition. Both transfers are maintenance of effort that necessary. Increase of \$620,000 for Stormwater and \$595,573 for Streets are needed to facilitate the FY2018 year end transfer. Balance of appropriations will cover the necessary FY2019 transfer. The budgeted appropriations not expended in FY2018 exist in unassigned fund balance to cover the increase.
- (11) Per DDA related to FY2018 sale of Senior Living Center land, City is obligated for up to \$300,000 in remediation costs. Proceeds from prior sale of land in unassigned fund balance offset this increase.
- (12) Project costs approved per Resolutions 18-37 and 18-42. Increase in appropriations language not included. Fund balance includes \$75,619 residual appropriations from FY2018 to offset increase.
- (13) Estimated debt service for Cutino Park bond issuance. No principal payment due in current year; interest is addressed in bond account.

PROPOSED OTHER FUNDS REVENUE AND EXPENDITURE ADJUSTMENTS TO THE FY 2018-19 ADOPTED BUDGET

EXHIBIT C

NOTE: REVENUE XXX-XXXX: (INCREASE) / DECREASE; EXPENDITURES XXX-XXXX-XXXX: INCREASE / (DECREASE)

Account	Account Description	Original Budget	Current Budget	Balance Through 03/31/2019	Proposed Budget Adjustment	Adjusted Budget
103 - LAGUNA GRANDE PARKING FUND						
<u>103-8710-0001</u>	SALARIES	33,311.00	33,311.00	11,751.13	(9,453.00)	23,858.00
<u>103-8710-0030</u>	PERS PENSION OB BOND	398.00	398.00	398.00	200.00	598.00
<u>103-8710-0033</u>	LIUNA PENSION	-	-	333.03	500.00	500.00
<u>103-8710-0041</u>	MEDICAL INSURANCE	10,446.00	10,446.00	3,064.82	(4,000.00)	6,446.00
<u>103-8710-2049</u>	UNIFORM SERVICE/LAUNDRY	500.00	500.00	414.76	125.00	625.00
<u>103-8710-2073</u>	SUBCONTRACTED WORK	10,000.00	10,000.00	13,576.43	10,500.00	20,500.00
<u>103-8710-9398</u>	CENTRAL SERVICE CHARGES	16,607.00	16,607.00	18,735.00	2,128.00	18,735.00
TOTAL LAGUNA GRANDE PARKING FUND		71,262.00	71,262.00	48,273.17	-	71,262.00
113 - POMA FUND						
<u>113-8730-0001</u>	SALARIES	319,898.00	319,898.00	207,969.48	(20,000.00)	299,898.00
<u>113-8730-0002</u>	OVERTIME	18,000.00	18,000.00	11,311.33	(15,000.00)	3,000.00
<u>113-8730-0012</u>	VACATION\COMP TIME PAYOFF	1,000.00	1,000.00	3,070.69	2,071.00	3,071.00
<u>113-8730-0020</u>	PART-TIME HOURLY WAGES	-	-	174.36	300.00	300.00
<u>113-8730-0030</u>	PERS PENSION OB BOND	2,251.00	2,251.00	2,251.00	1,200.00	3,451.00
<u>113-8730-0031</u>	PERS PENSION	22,067.00	22,067.00	28,582.66	21,000.00	43,067.00
<u>113-8730-0032</u>	PARS PENSION	830.00	830.00	636.17	125.00	955.00
<u>113-8730-0033</u>	LIUNA PENSION	-	-	197.67	300.00	300.00
<u>113-8730-0041</u>	MEDICAL INSURANCE	49,689.00	49,689.00	23,792.36	(5,000.00)	44,689.00
<u>113-8730-0092</u>	MEDICARE TAX	4,639.00	4,639.00	3,168.17	115.00	4,754.00
<u>113-8730-2049</u>	UNIFORM SERVICE / LAUNDRY	4,000.00	4,000.00	3,587.25	1,400.00	5,400.00
<u>113-8730-2071</u>	POMA SPECIAL PROJECTS	20,000.00	20,000.00	44.08	(1,053.00)	18,947.00
<u>113-8730-2073</u>	SUBCONTRACTED WORK	100,000.00	100,000.00	25,355.70	(2,000.00)	98,000.00
<u>113-8730-9398</u>	CENTRAL SERVICE CHARGES	129,076.00	129,076.00	145,618.00	16,542.00	145,618.00
TOTAL POMA FUND		671,450.00	671,450.00	455,758.92	-	671,450.00
207 - COUNTY GRANT DOMESTIC VIOLENCE						
<u>207-3541</u>	GRANT REVENUE	-	-	(23,960.00)	(23,960.00)	(23,960.00)
<u>207-6180-2073</u>	SUBCONTRACTED WORK	-	-	10,030.00	10,030.00	10,030.00
TOTAL COUNTY GRANT DOMESTIC VIOLENCE		-	-	(13,930.00)	(13,930.00)	(13,930.00)
210 - STREETS FUND						
<u>210-3117</u>	MEASURE X	(1,000,000.00)	(1,000,000.00)	536,289.18	1,000,000.00	- (1)
<u>210-3994</u>	TRNF IN FROM GENERAL FUND	(470,000.00)	(470,000.00)	-	(745,573.00)	(1,215,573.00) (2)

<u>210-3999</u>	TRANSFER IN Measure X	-	(303,319.00)		(300.00)	(303,619.00)
<u>210-8110-0001</u>	SALARIES	249,285.00	249,285.00	110,829.90	(38,306.00)	210,979.00
<u>210-8110-0033</u>	LIUNA PENSION	-	-	750.30	1,200.00	1,200.00
<u>210-8110-0044</u>	RETIREE MEDICAL INSURANCE	-	-	3,832.00	5,800.00	5,800.00
<u>210-8110-1030</u>	CONSULTANT	-	-	2,824.00	3,000.00	3,000.00
<u>210-8110-1033</u>	FITNESS PROGRAM	162.00	162.00	274.32	300.00	462.00
<u>210-8110-2073</u>	SUBCONTRACTED WORK	15,000.00	15,000.00	24,640.88	15,000.00	30,000.00
<u>210-8110-3098</u>	STREET SWEEPER BROOMS	-	-	55.38	100.00	100.00
<u>210-8110-9395</u>	VEHICLE MAINTENANCE	116,900.00	116,900.00	464.23	470.00	117,370.00
<u>210-8110-9398</u>	CENTRAL SERVICE CHARGES	97,040.00	97,040.00	109,476.00	12,436.00	109,476.00
<u>210-8210-2059</u>	STREET LIGHTINGS	300,000.00	300,000.00	163,998.59	(35,000.00)	265,000.00
<u>210-8210-9571</u>	PAVEMENT MANAGEMENT PRO.	30,000.00	30,000.00	63,422.16	35,000.00	65,000.00
TOTAL STREETS FUND		(661,613.00)	(964,932.00)	1,016,856.94	254,127.00	(710,805.00)
211 - TRANSPORTATION SAFETY & INVEST FUND						-
<u>211-3117</u>	MEASURE X	-	-	(536,298.18)	(1,000,000.00)	(1,000,000.00) (1)
<u>211-8110-9999</u>	Transfer Out	-	303,319.00		696,681.00	1,000,000.00
TOTAL TRANSPORTATION SAFETY & INVEST FUND		-	303,319.00	(536,298.18)	(303,319.00)	-
220 - PROP 172 SALES TAX FUND						-
<u>220-6110-9398</u>	CENTRAL SERVICE CHARGES	6,457.00	6,457.00	7,285.00	1,000.00	7,457.00
243 - PRVNT						-
<u>243-6110-1029</u>	TRAINING	-	-	3,173.88	5,000.00	5,000.00
<u>243-6110-3095</u>	DEPARTMENT CONSUMABLES	1,200.00	1,200.00	3,319.46	4,000.00	5,200.00
<u>243-6110-4125</u>	INVESTIGATION EXPENDITURE	11,800.00	11,800.00	11,569.47	6,000.00	17,800.00
TOTAL PRVNT		13,000.00	13,000.00	18,062.81	15,000.00	28,000.00
251 - SENIOR PROGRAMS						-
<u>251-3687</u>	SENIOR TRIPS	(7,000.00)	(7,000.00)	(7,689.22)	(1,000.00)	(8,000.00)
<u>251-9500-8187</u>	EQUIPMENT	-	-	134.84	500.00	500.00
<u>251-9500-9398</u>	CENTRAL SERVICE CHARGES	2,402.00	2,402.00	2,710.00	500.00	2,902.00
TOTAL SENIOR PROGRAMS		(4,598.00)	(4,598.00)	(4,844.38)	-	(4,598.00)
271 - STORMWATER FUND						-
<u>271-3745</u>	GRANT REVENUE	(1,700,000.00)	(1,700,000.00)	-	1,700,000.00	- (3)
<u>271-3999</u>	TRANSFER IN GENERAL FUND	(660,000.00)	(660,000.00)	-	(685,000.00)	(1,345,000.00) (4)
<u>271-8110-0017</u>	PARS-ARS 457	-	-	56.99	100.00	100.00
<u>271-8110-0020</u>	PART-TIME HOURLY WAGES	-	-	4,383.75	6,200.00	6,200.00
<u>271-8110-0033</u>	LIUNA PENSION	-	-	2,667.30	3,800.00	3,800.00
<u>271-8110-0044</u>	RETIREE MEDICAL INSURANCE	10,700.00	10,700.00	4,790.00	(3,000.00)	7,700.00
<u>271-8110-1030</u>	CONSULTANT	20,000.00	20,000.00	19,960.00	10,000.00	30,000.00
<u>271-8110-1044</u>	MRWPCA NPDES FEE	86,000.00	86,000.00	87,686.30	4,000.00	90,000.00
<u>271-8110-2044</u>	COPIER SERVICES	1,800.00	1,800.00	-	(1,800.00)	-

<u>271-8110-2053</u>	OUTSIDE PRINTING SERVICES	1,000.00	1,000.00	-	(350.00)	650.00	
<u>271-8110-2073</u>	SUBCONTRACTED WORK	20,000.00	20,000.00	351.54	(19,400.00)	600.00	
<u>271-8110-3095</u>	CONSUMABLES	2,200.00	2,200.00	3,967.49	1,800.00	4,000.00	
<u>271-8110-5133</u>	WATER	5,000.00	5,000.00	-	(5,000.00)	-	
<u>271-8110-8187</u>	DEPARTMENT EQUIPMENT	5,000.00	5,000.00	1,148.68	(3,000.00)	2,000.00	
<u>271-8110-9398</u>	CENTRAL SERVICE CHARGES	78,615.00	78,615.00	88,690.00	10,075.00	88,690.00	
<u>271-8910-0016</u>	DEFERRED COMPENSATION	-	-	50.40	100.00	100.00	
<u>271-8910-0031</u>	PERS PENSION	-	-	495.23	800.00	800.00	
<u>271-8910-0032</u>	PARS PENSION	-	-	170.97	300.00	300.00	
<u>271-8910-0041</u>	MEDICAL INSURANCE	-	-	442.65	700.00	700.00	
<u>271-8910-0051</u>	DENTAL INSURANCE	-	-	27.05	100.00	100.00	
<u>271-8910-0061</u>	VISION INSURANCE	-	-	3.44	20.00	20.00	
<u>271-8910-0071</u>	LTD NON-SAFETY	-	-	7.23	20.00	20.00	
<u>271-8910-0081</u>	LIFE INSURANCE	-	-	7.40	20.00	20.00	
<u>271-8910-0092</u>	MEDICARE TAX	-	-	34.53	100.00	100.00	
<u>271-8910-8000</u>	STORM WATER TRASH	30,000.00	30,000.00	2,439.18			
	AMENDMENT				(24,000.00)	6,000.00	
<u>271-8910-9961</u>	DEL MONTE MANOR STORM	500,000.00	500,000.00	19,373.60			
	DRN IMPR				(480,000.00)	20,000.00	(3)
<u>271-8910-9962</u>	DEL MONTE BLVD STRM DRN	1,200,000.00	1,200,000.00	-			
	IMPRV				(1,176,000.00)	24,000.00	(3)
TOTAL STORMWATER FUND		(399,685.00)	(399,685.00)	236,753.73	(659,415.00)	(1,059,100.00)	
342 - PARKS-PLAYGROUND IMPROVEMENT							-
<u>342-3994</u>	TRANSFER IN FROM GEN FUND	(200,000.00)	(207,000.00)		(40,000.00)	(247,000.00)	
<u>342-8910-9544</u>	HIGHLAND OTIS PARK	-	82,000.00	-		82,000.00	
<u>342-8910-9552</u>	DURANT PARK IMPROVEMENTS	-	62,000.00	-		62,000.00	
<u>342-8910-9553</u>	MANZANITA STUART PARK IMPR	-	49,810.00	12,398.00		49,810.00	
<u>342-8910-9568</u>	ROBERTS LAKE ECO REC PARK	-	-	135,315.16	135,316.00	135,316.00	(5)
<u>342-8910-9570</u>	PARKS IMPROVEMENTS	200,000.00	6,190.00	4,695.93		6,190.00	
<u>342-8910-9572</u>	CAPRA PARK	-	35,000.00	20,900.50		35,000.00	
<u>342-8910-9573</u>	PORTAL PROJECT	-	10,000.00	-	40,000.00	50,000.00	
<u>342-8910-9574</u>	ELLIS PARK	-	60,000.00	14,401.00		60,000.00	
TOTAL PARKS-PLAYGROUND IMPROVEMENT		-	98,000.00	187,710.59	135,316.00	233,316.00	
345 - WBUV INFRASTRUCTURE IMPROVEMENT							
<u>345-3541</u>	GRANT REVENUE	-	-	(2,444,279.41)	(2,444,280.00)	(2,444,280.00)	
<u>345-8910-0001</u>	SALARIES	-	-	2,902.17	4,400.00	4,400.00	
<u>345-8910-0016</u>	DEFERRED COMPENSATION	-	-	17.93	30.00	30.00	
<u>345-8910-0031</u>	PERS PENSION	-	-	612.45	1,000.00	1,000.00	
<u>345-8910-0033</u>	LIUNA PENSION	-	-	62.12	100.00	100.00	
<u>345-8910-0041</u>	MEDICAL INSURANCE	-	-	306.22	500.00	500.00	
<u>345-8910-0051</u>	DENTAL INSURANCE	-	-	43.87	100.00	100.00	
<u>345-8910-0061</u>	VISION INSURANCE	-	-	4.30	25.00	25.00	

<u>345-8910-0071</u>	LTD	-	-	5.42	25.00	25.00
<u>345-8910-0081</u>	LIFE INSURANCE	-	-	2.85	25.00	25.00
<u>345-8910-0092</u>	MEDICARE TAX	-	-	38.02	60.00	60.00
<u>345-8910-9513</u>	WBUV-RSTP GRANT	-	-	25,588.64	664,482.00	664,482.00
<u>345-8910-9516</u>	SANITATION SEWER LINE	-	-	8.54	1,000.00	1,000.00
<u>345-8910-9518</u>	WBUV - CAL TRANS GRANT EXP	-	-	(4.85)	365,570.00	365,570.00
<u>345-8910-9519</u>	SPECIAL PROJECTS	20,000.00	20,000.00	-		20,000.00
TOTAL WBUV INFRASTRUCTURE IMPROVEMENT		20,000.00	20,000.00	(2,414,691.73)	(1,406,963.00)	(1,386,963.00)
348 - CUTINO PARK IMPROVEMENTS						
<u>348-8910-9517</u>	CUTINO PARK PRELIM DESIGN	-	-	126,384.89	200,000.00	200,000.00
<u>348-8910-9570</u>	PARKS IMPROVEMENTS	5,000,000.00	5,000,000.00	346,993.91	(439,000.00)	4,561,000.00
<u>348-8910-9571</u>	CUTINO PARK ADA IMPRVMNTS	-	-	49,160.01	100,000.00	100,000.00
<u>348-8910-9612</u>	BOND ISSUANCE	-	-	4,000.00	4,000.00	4,000.00
TOTAL CUTINO PARK IMPROVEMENTS		5,000,000.00	5,000,000.00	526,538.81	(135,000.00)	4,865,000.00
401 - WATER FUND						
<u>401-8610-4122</u>	DUES & MEMBERSHIP	-	-	5,169.00	5,169.00	5,169.00
<u>401-8610-9398</u>	CENTRAL SERVICE CHARGES	180,455.00	180,455.00	203,581.00	23,126.00	203,581.00
<u>401-8620-0001</u>	SALARIES	140,045.00	140,045.00	141,165.75	50,000.00	190,045.00
<u>401-8620-0010</u>	MAMAGMENT LEAVE PAYOFF	500.00	500.00	-	(500.00)	-
<u>401-8620-0012</u>	VACATION/COMP TIME PAYOFF	2,000.00	2,000.00	-	(2,000.00)	-
<u>401-8620-3095</u>	DEPARTMENT CONSUMABLES	15,000.00	15,000.00	16,884.48	5,000.00	20,000.00
<u>401-8620-5131</u>	GAS & ELECTRIC	60,000.00	60,000.00	19,739.00	(25,000.00)	35,000.00
<u>401-8620-8187</u>	DEPARTMENT EQUIPMENT	114,000.00	114,000.00	56,432.12	(25,000.00)	89,000.00
<u>401-8620-9602</u>	PAYMENT ON PRINCIPAL	4,944.00	4,944.00	3,696.92		4,944.00
<u>401-8620-9605</u>	INTEREST EXPENSE	480.00	480.00	371.46		480.00
TOTAL WATER FUND		517,424.00	517,424.00	447,039.73	30,795.00	548,219.00
503 - MANAGEMENT INFORMATION SYSTEMS						
<u>503-4010-0001</u>	SALARIES	232,658.00	232,658.00	5,102.83	(80,314.00)	152,344.00
<u>503-4010-0010</u>	MAMAGMENT LEAVE PAYOFF	2,000.00	2,000.00	2,435.04	500.00	2,500.00
<u>503-4010-0012</u>	VACATION/COMP TIME PAYOFF	2,000.00	2,000.00	-	500.00	2,500.00
<u>503-4010-0020</u>	PART-TIME HOURLY WAGES	5,000.00	5,000.00	2,450.16	50,000.00	55,000.00
<u>503-4010-0030</u>	PERS PENSION OB BOND	2,017.00	2,017.00	-	1,000.00	3,017.00
<u>503-4010-0033</u>	LIUNA PENSION	-	-	-	2,500.00	2,500.00
<u>503-4010-8187</u>	DEPARTMENT EQUIPMENT	20,000.00	20,000.00	-	20,000.00	40,000.00
<u>503-4010-9398</u>	CENTRAL SERVICE CHARGES	45,366.00	45,366.00	-	5,814.00	51,180.00
TOTAL MANAGEMENT INFORMATION SYSTEMS		309,041.00	309,041.00	9,988.03	-	309,041.00
961 - SA FORT ORD CAPITAL PROJECTS						
<u>961-9610-9599</u>	RENTAL PROPERTY EXP & MAINT	5,000.00	5,000.00	5,502.87	25,000.00	30,000.00
<u>961-9610-9861</u>	SEASIDE GOLF RESORT	-	-	1,919.00	5,000.00	5,000.00
TOTAL SA FORT ORD CAPITAL PROJECTS		5,000.00	5,000.00	7,421.87	30,000.00	35,000.00

- (1) Funds associated with Measure X are being accounted for in the Transportation Safety & Invest Fund.
- (2) Increase in revenue to account for FY2017-18 year-end transfer in from General Fund that was not made due to staff transitions.
Grant not yet awarded. Will bring item before Council at such time that award is made. Reduce revenue and expenditures with exception of residual amount for preliminary work.
- (3) Increase in revenue to account for FY2017-18 year-end transfer in from General Fund that was not made due to staff transitions.
- (4) Contractual work approved in prior year. Work performed in current year but not included in FY2018-19 budget. Increase in expenditure will be offset by fund balance.
- (5)



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: April 18, 2019

**SUBJECT: MARINA COAST WATER DISTRICT - REVIEW ORD COMMUNITY
SPHERE OF INFLUENCE AMENDMENT AND ANNEXATION
APPLICATION TO THE THE LOCAL AGENCY FORMATION
COMMISSION (LAFCO) OF MONTEREY COUNTY**

PURPOSE & RECOMMENDATION

To consider the Marina Coast Water District Ord Community Sphere of Influence Amendment and Annexation Application to the Local Agency Formation Commission (LAFCO) of Monterey County.

It is recommended that the Council consider the application and provide direction to staff as may be appropriate.

BACKGROUND

The Local Agency Formation Commission (LAFCO) of Monterey County has received an application from Marina Coast Water District (MCWD) for a sphere of influence amendment and annexation of approximately 5,000 acres (7.8 square miles), LAFCO File #18-03. On Monday, April 22, 2019, at 4:00 PM, LAFCO will hold a public hearing to consider the application.

The proposed project is the Marina Coast Water District's (MCWD or the District) Ord Community Sphere of Influence (SOI) Amendment and Annexation of territory into the District's service area. The District currently provides water, wastewater, and recycled water service to the former Fort Ord (Ord Community; see Attachment 3D Figure 1 to MCWD's Application to LAFCO, attached). This will provide customers that are registered to vote within the MCWD boundary the ability to vote for, and run for office on, the MCWD Board of Directors (MCWD Board).

The proposal area primarily consists of certain lands within the former Fort Ord (Ord Community) that are in the City of Marina, City of Seaside, or the unincorporated County of Monterey, including East Garrison. Parcels within the proposal area already receive MCWD water and wastewater services pursuant to an existing contract with the Fort Ord Reuse Authority, or have City or County approvals for development projects that will receive MCWD services upon buildout. The proposal area also includes Olson Elementary School and Marina United Methodist Church in central Marina, and Seaside High School, all three of which currently receive MCWD services. The proposal by MCWD is attached and maps of the proposed annexation area are attached. Additional information will be available on LAFCO's web site, www.monterey.lafco.ca.gov/announcements

PROJECT BOUNDARY

The proposal would extend MCWD's southern boundary to meet the northern boundary of the Seaside County Sanitation District (SCSD) and the northern boundary of the California American Water Company (Cal Am). Therefore, there are no service area gaps for water and wastewater services along the southern boundary of MCWD's proposed annexation area.

The proposed project boundary is shown in Figure 1, "Overview Map" as "Proposed Annexation Area," (orange-shaded area on the map) and in detail in the appendices to MCWD's Application to LAFCO. The proposed boundaries follow existing political and legal boundaries, such as existing parcel boundaries and/or right-of-way limits, within the former Fort Ord. Per the Settlement Agreement, areas are excluded for parcels that are not currently served by MCWD. The project would annex territory currently within the boundaries of the City of Seaside with parcels either already developed or with existing CEQA or Specific Plans for development. Areas that are currently undeveloped or unoccupied and wanting to redevelop would need to annex to the MCWD, or other appropriate utility agency, for water, sewer, and/or other services. The annexation process would most likely be an application to LAFCO for annexation for service.

The previously proposed project boundary is shown in Figure 2, "Proposed Service Area and Sphere of Influence Annexation," as "Proposed Service Area Annexation" (green-shaded area on the map). Figure 2 differs from Figure 1 in that areas excluded in Figure 1 because the supporting CEQA documents do not support the annexation of undeveloped areas, such as Surplus II. The annexation of Surplus II and other similar undeveloped areas can be accomplished by the developer preparing supporting documents for MCWD's use to prepare an application to LAFCO.

The "Future Study Area" shown in both Figures 1 and 2 as pink-shaded areas on these maps has no significance for this application. It may be marked as "Future Study Area" to indicate that additional studies and documentation would need to be completed prior

to having LAFCO consider an application for annexation. An application to annex these areas can be submitted to LAFCO for consideration by any utility agency.

GOVERNANCE

The Project would provide a fair governance structure for those receiving water and wastewater service from the District with the Ord Community area. Customers within the Ord Community cannot vote for, or run for, the MCWD Board of Directors.

Representation on the MCWD Board for these customers is not direct. It is through their jurisdictional elected officials on the FORA Board which oversees the MCWD Board. The annexation of the Ord Community into the District's LAFCO Service Area will allow water and wastewater customers within the MCWD boundary the ability to vote for, and run for, the MCWD Board of Directors and vote on rate setting issues.

ECONOMICS

MCWD is funded by rates and fees charged to District customers. The annexation would allow property owners and rate payers to participate in the setting of fees and charges related to property ownership levied by the District.

The District does not collect property taxes and the proposed annexation would not divide any existing tax assessment parcels.

The Community Facilities District (CFD) that FORA maintains to generate revenue for a potential future water augmentation project is not affected by this application.

OPERATIONS & CAPITAL IMPROVEMENTS

The areas proposed for annexation under this submittal are already served by MCWD. The District currently provides water, wastewater and recycled water service to the former Fort Ord (Ord Community) under the Water/Wastewater Facilities Agreement with the Fort Ord Reuse Authority (FORA), dated March 13, 1998. The District has prepared and maintains a Water & Wastewater Master Plan, a Capital Improvement Program (CIP), and a Sewer System Management Plan (SSMP). The District also periodically prepares Urban Water Management Plans as required by law to address the District's water service planning and capacity.

The District holds title to all the public water, sewer and recycled water infrastructure within the Ord Community. The District interconnected the Marina and Ord Community water systems in 1998, and combined the water systems under a single SWRCB DDW System Permit in 2007. The intertie allows operational flexibility and ensures robustness in reliable water service to the Ord Community.

Starting in 2002, MCWD, in cooperation with FORA, initiated the Regional Urban Water

Augmentation Program (RUWAP), to provide an additional 2,400 AFY of water supply to the Ord Community, a portion being potable supply from seawater desalination and a portion from recycled water. In 2007, FORA and MCWD adopted a modified Hybrid Alternative for the RUWAP, which would provide 1,427 AFY of recycled water to the Ord Community without the need for seasonal storage. This agreement in turn resulted in the FORA Board adopting Resolution No. 07-10 (May 2007), which allocated 1,427 AFY of RUWAP recycled water to its member agencies having land use jurisdiction. The first phase of RUWAP is being constructed in collaboration with Monterey One Water for their Pure Water Monterey Groundwater Replenishment (GWR) Project. The GWR is a water supply project that would serve northern Monterey County by providing: (1) purified recycled water for recharge of a groundwater basin that serves as drinking water supply; and (2) recycled water to augment the existing Castroville Seawater Intrusion Project's agricultural irrigation supply. MCWD's facilities for the GWR Project is the RUWAP pipeline that is being constructed to transport purified recycled water from a new Advanced Water Treatment Plant (AWT) at the regional treatment plant to new Injection Well Facilities overlying the Seaside Groundwater Basin and recycled water for irrigation.

OTHER CONSIDERATIONS

Both MCWD and SCSD provide wastewater collection services, conveying municipal wastewater to Monterey One Water for treatment. Both MCWD and SCSD have separately considered annexing overlapping areas of the former Fort Ord within the Seaside city limits. Upon subsequent discussions with special legal counsel to the SCSD and LAFCO staff, it became apparent that the current application by MCWD was superior to the application that SCSD was contemplating and SCSD did not proceed with an application at this time. That is, the areas omitted from MCWD proposal and designated "Future Study Areas" may be of continued interest for SCSD to potentially consider for a future application to LAFCO for service area annexation.

The MCWD holds title to wastewater treatment capacity credits at the regional treatment plant and rights to recycled water from the regional treatment plant by agreement with FORA and M1W (previously MRWPCA), respectively. The wastewater treatment capacity credits are given to development projects within the Ord Community to offset their need to pay M1W for treating wastewater from the development project. The rights to recycled water from the regional treatment plant are potentially useful for future projects within the Ord Community in that they may be used either as a non-potable water supply (e.g. irrigation) or feed water for a recycled potable water supply project, such as GWR. The wastewater treatment capacity credits and the rights to recycled water from the regional treatment plant are held in benefit by MCWD for future development within the Ord Community and may not be transferrable to other agencies.

ENVIRONMENTAL COMPLIANCE

As the lead agency under the California Environmental Quality Act (CEQA) guidelines, MCWD approved a Negative Declaration indicating no significant environmental impacts. On February 20, 2018, the MCWD Board adopted Resolution No. 2018-09, adopting an Initial Study/Negative Declaration for the Ord Community Sphere of Influence Amendment and Annexation. The Draft and Final IS/ND and the Notice of Determination, filed on February 21, 2018 (State Clearinghouse Number 2011101074) are available online at http://mcwd.org/governance_annexation.html . The IS/ND certified by MCWD found that the proposed annexation was not a project subject to CEQA and was also exempt from CEQA. Subsequently, a Petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the Boards' action. A Settlement Agreement was then proposed that provides for the modification to the project (Modified Project) by excluding certain parcels and portions of certain parcels identified in the spreadsheet and maps (see Attachment 3D Figure 4 and Attachment 7D to MCWD's Application to LAFCO). On September 17, 2018, the MCWD Board approved Resolution No. 2018-19, which excludes all the parcels and portions of parcels set forth in the Settlement Agreement from the project, and rescinds the CEQA finding adopted in Resolution No. 2018-09 only as they relate to the parcels or portions of parcels listed in Resolution No. 2018-09 (Attachment 3D Figure 3 to MCWD's Application to LAFCO, attached). The MCWD Board determined that the Modified Project would not result in any potential environmental impacts beyond those analyzed in the Initial Study/Negative Declaration, and that none of the conditions in CEQA Guidelines Section 15162, "Subsequent EIRs and Negative Declarations," have occurred, and therefore, no additional environmental review is required under CEQA.

In the event that the LAFCO were to consider expanding the proposed annexation area beyond that being proposed by MCWD the following would need to occur;

1. The lead agency would need to amend and/or replace the IS/ND in accordance with CEQA Guidelines Section 15162, "Subsequent EIRs and Negative Declarations," and
2. The IS/ND would probably be insufficient to address the potential impacts associated with annexing undeveloped areas and an EIR would need to be prepared.

FISCAL IMPACT

There is no fiscal impact in considering this item.

ATTACHMENTS

1. MCWD Application
2. Fig 1 MCWD_overview (1)

3. Fig 2 from MCWD Screencheck Draft IS NOV2017

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

KATE McKENNA, AICP
Executive Officer

APPLICATION FORM / JUSTIFICATION OF PROPOSAL

Marina Coast Water District Sphere of Influence & Annexation Proposal

Please provide the following information about your request. For those items that do not apply, indicate “not applicable” or “N.A.” Please use additional sheets if necessary.

This information will be used by LAFCO to understand the proposal and determine its consistency with State law and local policies, including the Cortese-Knox-Hertzberg Local Government Reorganization Act and LAFCO of Monterey County’s “Policies and Procedures Relating to Spheres of Influence and Changes of Organization and Reorganization.”

I. GENERAL INFORMATION

- a. Describe the proposed action (Annexation, Detachment, Sphere of Influence Amendment, formation, etc.) affecting a city or special district:

The proposed project is the Marina Coast Water District’s (MCWD or the District) Ord Community Sphere of Influence (SOI) Amendment and Annexation of territory into the District’s service area, which is proposed in accordance with relevant codes and ordinances of the District, local jurisdictions, and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The District currently provides water, wastewater, and recycled water service to the former Fort Ord (Ord Community; see Attachment 3D Figure 1) as outlined in the following the Water/Wastewater Facilities Agreement between FORA and MCWD (1998) and as further described in the Assignment of Easements on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deed for Water and Wastewater Systems, between FORA and MCWD, dated October 24, 2001 (Appendix A of Attachment 7A Public Draft IS/ND).

The project is proposed to amend MCWD SOI and service area (see Attachment 3D Figure 2) to annex the currently served areas on the former Fort Ord (see Attachment 3D Figure 3). This will provide customers that are registered to vote within the MCWD boundary the ability to vote for, and run for office on, the MCWD Board of Directors (Board). In addition, a small area containing a school and a church that presently receive water from MCWD and are within MCWD’s Central Marina customer area will be added to MCWD’s service area to eliminate islands within the District that were inadvertently created during the last SA annexation of property north of Marina (see Attachment 3D Figure 3).

On February 20, 2018, the Board adopted Resolution No. 2018-09, adopting an Initial Study/Negative Declaration for the Ord Community Sphere of Influence Amendment and Annexation (See Attachment 7C Final IS/ND), finding that the Ord Community Sphere of Influence Amendment and Annexation was not a project subject to CEQA and was also exempt from CEQA, and directing District staff to file an application with the Local Agency Formation Commission (LAFCO) for the project to annex

properties into MCWD's service area. MCWD filed a Notice of Determination (NOD) and Notice of Exemption (NOE) within five days of the Board action.

Subsequently, a Petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the Boards' action. A Settlement Agreement was then proposed that provides for the modification to the project (Modified Project) by excluding certain parcels and portions of certain parcels identified in the spreadsheet and maps (see Attachment 3D Figure 4 and Attachment 7D).

On September 17, 2018, the Board approved the Settlement Agreement and found that, pursuant to the Settlement Agreement, the parcels and portions of parcels provided in the Settlement Agreement shall be excluded from the project application to LAFCO. The Board approved Resolution No. 2018-19, which excludes all the parcels and portions of parcels set forth in the Settlement Agreement from the project, and rescinds the CEQA finding adopted in Resolution No. 2018-09 only as they relate to the parcels or portions of parcels listed in Resolution No. 2018-09 (Attachment 3D Figure 3). The CEQA findings in Resolution No 2018-09 are to otherwise remain unchanged, and all other parcels are to remain in the LAFCO application unchanged. The excluded parcels are to be re-designated for future study area only. The Board determined that the modifications to the Ord Community Sphere of Influence Amendment and Annexation under the Modified Project would not result in any potential environmental impacts beyond those analyzed in the Initial Study/Negative Declaration, and that none of the conditions in CEQA Guidelines section 15162 have occurred, and therefore, no additional environmental review is required under CEQA (see Public Recourses Code section 21166 and CEQA Guidelines sections 15162). MCWD filed a Notice of Determination (NOD) and Notice of Exemption (NOE) within five days of the Board action for the Modified Project (Attachments 7E and 7F).

b. Applicant (chief petitioner/contact person):

Name, Title (if applicable): Michael Wegley, District Engineer

Agency: Marina Coast Water District

Address: 11 Reservation Road, Marina, CA 93933

Phone Number: (831) 883-5925

Email Address: mwegley@mcwd.org

c. Describe the location of the subject territory, including Assessor Parcel Number(s):

MCWD is situated in the northwest corner of Monterey County, California (Attachment 3D Figures 1 and 2). The proposed project location includes the current service area and SOI Sphere of Influence of MCWD, known as Central Marina, and the Ord Community within the former Fort Ord. ~~Refer to Figure 1 of the Draft IS/ND.~~ (Attachment 3D Figure 3) and excludes parcels and portions of parcels set forth in the Settlement Agreement (Attachment 3D Figure 4).

d. Size (in acres) of the affected territory:

The proposed SOI amendment and annexation territory includes ~~5,347~~ 4,970 acres. MCWD has an existing service area of 1,658 acres and existing SOI of 3,116 acres, making the total new MCWD SOI and service area ~~8,463~~ 8,086 acres after project approval.

e. Population:

1) Estimated population in the subject area:

As discussed in the Draft IS/ND, MCWD estimates that its service population is approximately 32,375 people, of which an estimated 17,703 live within the boundaries of the City of Marina and 14,672 live in areas of the Ord Community, where MCWD is currently providing water and wastewater service.

Please also see answer 16.a below for more specific Census Tract data.

2) Proximity to other populated areas:

Within the jurisdictions of Monterey County, City of Marina, and City of Seaside. Other adjacent population areas include the City of Monterey and the City of Del Rey Oaks.

f. Why has the proposed action been requested?

The primary purpose of the project is to provide a fair governance structure for those receiving water and wastewater service from the District. The District currently provides service to this area. Customers within the Ord Community cannot vote for, or run for, the MCWD Board of Directors; their representation is through their jurisdictional elected officials hence through the FORA Board to the MCWD Board (twice removed). The annexation of the Ord Community into the Districts' LAFCO Service Area and amendment of the SOI will allow water and wastewater customers that are registered to vote within the MCWD boundary the ability to vote for, and run for, the MCWD Board of Directors. In addition, a small area containing a school and a church that presently receive water from MCWD and are within MCWD's Central Marina customer area will be added to MCWD's SA to eliminate islands within the District that were inadvertently created during the last SA annexation of property north of Marina.

g. List any conditions proposed as a part of the proposal.

No conditions have been assigned to this proposal.

h. Do you request that the proposed area be taxed for existing bonded indebtedness or contractual obligations? Yes _____ No X

If yes, please explain:

N/A

2. DETERMINATION OF BOUNDARIES

a. Do the proposal's boundaries follow existing political boundaries (such as property lines or jurisdictional lines) and/or physical features such as river, lakes, railroad tracks, and freeways? If not, please explain the reasons for nonconformance.

Yes, the project is contained within the boundaries of the former Fort Ord, and the annexation boundary follows existing parcel boundaries and/or right-of-way limits. Per the Settlement Agreement, some of the excluded areas include portions of parcels but these follow existing right-of-way limits or development limits. The project would annex territory currently within the boundaries of the City of Marina as far north as the current MCWD Service Area and SOI boundary, would extend east into the former Fort Ord and is bounded on the east by parcels either developed or with existing CEQA or Specific Plans for development, extends into the City of Seaside as far south as Seaside High School, and is bounded on the west by Highway 1. The existing water and wastewater systems cross jurisdictional boundaries due to the jurisdictional divisions of the former Fort Ord.

b. If the proposal's boundaries create an island, corridor, or strip either within the proposed territory or immediately adjacent to it, please explain why this is the case.

~~The proposal will not create an island, corridor, or strip either within the proposed territory or immediately adjacent to it.~~ The project is proposed in part to eliminate an island created inadvertently in the last MCWD annexation process, which includes two small properties located at Olson School and a small church property within Central Marina. Per the Settlement Agreement, certain parcels and portions of parcels have been excluded from the project; these parcels are to be re-designated for future study area only.

c. For annexations to a city or district, does the annexation include the adjacent streets and rights-of-way? Please describe how the proposal will conform to road right-of-way guidelines for proposals submitted to LAFCO. (LAFCO Policies and Procedures, Part D.II.7)

The annexation includes adjacent streets and rights-of-way and is consistent with LAFCO Policy D.II.7. The boundaries of the proposed project follow existing political boundaries, primarily the boundary follows existing parcel boundaries with some portions of parcels excluded which follow current right-of-way boundaries or development boundaries.

- d. Would the proposal divide any existing tax assessment parcels? If so, please explain why this is proposed.

The proposed annexation would not divide any existing tax assessment parcels. The District is funded only by rates and fees and does not collect property taxes.

- e. Would the proposal divide any existing identifiable community, commercial district, or any other area having social or economic homogeneity? If so, please explain why this is proposed.

As determined in Section 4.10 Land Use and Planning of the Draft IS/ND, the proposed annexation would not divide any existing identifiable community. Furthermore, the proposed project will not divide any existing commercial district, or any other area having social or economic homogeneity.

- f. Does the proposal include all territory that would reasonably benefit from agency services? If not, please explain why not.

The proposed annexation does not include all of the identified development parcels within the Fort Ord Reuse Plan. The 2011 Initial Study for the Ord Community SOI Amendment and Annexation Project considered amending the MCWD SOI and annexation area to request annexation of all former Fort Ord lands into the District's service area boundary, including open space land and all development parcels identified by plans for which no approved specific plan or CEQA documentation was finalized. The District revised and reduced its proposal after the 2011 review process was completed, and the 2017 Draft IS/ND reflected these requests. FORA has commented on the IS/ND and stated that "FORA supports MCWD's Ord Community Sphere of Influence Amendment and Annexation Project," indicating their support for future service of the entirety of the development parcels under the Fort Ord Reuse Plan.

In addition, as outlined above, during the adoption of the 2017 2018 Draft IS/ND, the MCWD Board further refined the proposal by reducing the areas approving Resolution No. 2018-19 which excludes all of annexation the parcels and portions of parcels set forth in the Settlement Agreement from the project; the excluded parcels are to be re-designated for future study area only.

3. DUPLICATION OF AUTHORITY TO PERFORM SIMILAR FUNCTIONS

- a. Would the proposal result in any duplication of authority? (i.e., two or more governmental agencies providing the same or similar types of services) If so, please justify the need for the duplication.

The proposal will not result in any overlap or duplication of authority. MCWD is currently the only agency providing water and wastewater services within the proposal area.

~~The proposal would extend MCWD's southern boundary to meet the northern boundary of the Seaside County Sanitation District (SCSD). Both of these agencies provide wastewater collection service, conveying municipal wastewater to Monterey One Water, the regional wastewater treatment authority. Seaside County Sanitation District (SCSD) has expressed interest in annexing Ord Community areas that are within the City of Seaside for wastewater service only, excluding the area of California State University Monterey Bay (CSUMB). They have not stated any objection to MCWD serving this area for water. If this SCSD annexation proposal were also submitted to LAFCO and approved, this would create an overlap area that includes lands between Military Avenue to the south and Divarty Street and Colonel Durham Road to the north. As proposed, MCWD would not create any overlap. This area is included in the current Proposed Project as (MIW), the regional wastewater treatment authority. Both MCWD and SCSD have separately considered annexing overlapping portions of the former Fort Ord. Recognizing this overlapping interest, MCWD and SCSD worked over several months to develop a draft agreement that would eliminate SCSD's interest in filing an overlapping application. Upon subsequent discussions, SCSD expressed that it would prefer a simpler~~

Memorandum Of Understanding (MOU) regarding key points of agreement to achieve the goal of eliminating the potential overlap versus completing a more complex agreement. MCWD and SCSD then finalized a simpler MOU document, and the MCWD Board approved the MOU on July 16, 2018 with expectation that SCSD would follow with its approval in July 2018 (see Attachment 7G). The MOU states that SCSD agrees that it will not object or oppose MCWD LAFCO proposal annexing any lands within MCWD's Ord Community service area into MCWD's jurisdiction boundaries for water, reclaimed water, and wastewater. Following MCWD Board approval of the MOU, at the request of the City of Seaside, SCSD tabled the MOU until the Cities of Seaside and Del Rey Oaks could first negotiate a more complex agreement. As a means to facilitate final agreement, on September 6, 2018, MCWD provided SCSD with yet another agreement, a draft Service Agreement, that comprehensively addresses water and wastewater service to their respective cities within the former Fort Ord for present day and for when the Fort Ord Reuse Authority sunsets. While there has been no response from SCSD to date on the draft Service Agreement, MCWD remains optimistic that an agreement can be reached, either by SCSD approval of the MOU already approved by the MCWD Board, or eventual approval of the draft Service Agreement which is more comprehensive, but still contains all the key points of agreement in the MOU. Therefore, as proposed, MCWD would not create any overlap. As a result, this area is included in the current proposed project because the area is already served by MCWD and MCWD owns and maintains the water and wastewater infrastructure in this the area. It is the intent of MCWD to continue serving their current customers, as it is consistent with relevant LAFCO policy, including policies pertaining to overlapping service areas. The project is consistent with all other LAFCO policies, as shown in Appendix B of the Draft IS/ND, and as presented below.

LAFCO Policy D.III.1: “Proposals, where feasible, should minimize the number of local agencies and promote the use of multi-purpose agencies (Sections 56668 b and c).”

LAFCO Policy D.III.2: “The effect of the approval of a proposal which would result in two or more districts or a city and a district possessing any common territory, the authority to perform the same or similar functions shall be considered by LAFCO. The views of the governing body of the city or special district possessing authority to perform the same or similar function in the subject territory should be made known to LAFCO. Proponents must justify the need for boundary change proposals which result in duplication of authority to perform similar functions. (Section 56668 b and c).”

Consistent. This SOI amendment and annexation proposes for a single provider for water and wastewater service to the Ord Community, including those areas currently served by MCWD for wastewater service within the City of Seaside. The District's objectives for the proposed project is to enable MCWD to maintain service to their current customers and provide a government structure for these customers to be properly represented.

Furthermore, to ensure that this proposal would not result in any duplication of authority, areas within the Former Fort Ord have been specifically excluded from the proposed project. These areas include future development parcels located in the Cities of Del Rey Oaks and Monterey, and areas east of General Jim Moore in the City of Seaside in the Ord Community. These areas were designated as a Future Study Area to avoid overlapping service jurisdictions in portions of these areas. Specifically, there are remaining development parcels in southern Fort Ord (south of Eucalyptus Road) which may be best served for wastewater collection by SCSD and/or the City of Monterey's wastewater collection system, because those lands would drain by gravity into those existing systems. MCWD would still be the water service provider for those areas, supplying Salinas Valley Groundwater under existing agreements. Because this would result in a different governance model than in the rest of the District, these areas are excluded from the current proposal.

4. CONFORMANCE WITH CITY OR COUNTY GENERAL AND SPECIFIC PLANS

- a. Indicate the existing land use (including residential density):

There are no special land use concerns related to the specified land uses above.

5. CONFORMANCE WITH SPHERES OF INFLUENCE

- a. Is the proposal consistent with the adopted Sphere of Influence for affected local agencies? If not, describe the inconsistency and any overriding considerations.

The project is consistent with the adopted SOI of affected local agencies. Agencies reviewed include: City of Marina, City of Seaside, City of Del Rey Oaks, City of Monterey, Seaside County Sanitation District, and MPWMD.

6. ENVIRONMENTAL IMPACT ASSESSMENT

- a. Has the proposal received CEQA clearance? If so, has the proposal undergone any revisions since CEQA clearance was granted?

Yes, the proposal has an approved CEQA document (IS/ND) ~~which has not undergone any revisions since CEQA clearance was granted.~~ The MCWD Board approved the Draft IS/ND on February 20, 2018 and filed the Notice of Determination on February 21, 2018 (State Clearinghouse Number 2011101074). CEQA documents are available online at http://mcwd.org/governance_annexation.html and are also attached to this application. The area included in this application is a reduced footprint from the area covered in the IS/ND. The removed areas are those without existing entitlements or approved specific plans. MCWD submitted a CEQA Notice of Exemption for the annexation of the application area (State Clearinghouse Number 2018028314).

As outlined above, subsequent MCWD approval of the project, a Petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the Boards' action. A settlement agreement was then proposed that provides for the modification to the project (Modified Project) by excluding certain parcels and portions of certain parcels identified in Attachment 3D Figure 4. Pursuant Resolution 2018-58 the Board determined that the modifications to the Ord Community Sphere of Influence Amendment and Annexation under the Modified Project would not result in any potential environmental impacts beyond those analyzed in the Initial Study/Negative Declaration and none of the conditions in CEQA Guidelines section 15162 have occurred, and therefore, no additional environmental review is required under CEQA (see Public Recourses Code section 21166 and CEQA Guidelines sections 15162).

On September 17, 2018, the Board approved the settlement agreement Resolution No. 2018-19 which excludes all the parcels and portions of parcels set forth in the Settlement Agreement from the project, and rescinds the CEQA finding adopted in Resolution No. 2018-09 only as they relate to the parcels or portions of parcels listed. The Board found that the CEQA findings in Resolution No 2018-09 are to remain otherwise unchanged, and all other parcels are to remain in the LAFCO application unchanged. The excluded parcels are to be re-designated for future study area only. The Board determined that the modifications to the Ord Community Sphere of Influence Amendment and Annexation under the Modified Project would not result in any potential environmental impacts beyond those analyzed in the Initial Study/Negative Declaration and none of the conditions in CEQA Guidelines section 15162 have occurred, and therefore, no additional environmental review is required under CEQA (see Public Recourses Code section 21166 and CEQA Guidelines sections 15162).

7. ECONOMICS, SERVICE DELIVERY, AND DEVELOPMENT PATTERNS

- For boundary changes: Please also submit a separate, detailed **Plan for Providing Services within the Affected Territory** (Attachment B to the application form).

- a. Please describe how the proposal will impact the ability of affected local agencies (cities, special districts and the County) to continue to provide their services. Include any potential fiscal impacts from the proposal on the affected agencies' revenues or expenditures.

As previously stated, the District currently provides service to this area, as outlined in the Water/Wastewater Facilities Agreement between FORA and MCWD (1998) as further described in

The proposed SOI amendment and annexation will result in inclusion of additional lands within the District's SOI and annexation of these areas into the MCWD. However, these areas are already served by MCWD and therefore no service extension or development is proposed.

- d. Please describe the capacity of the proposal's subject agency to provide such services.

The areas proposed for annexation under this submittal are already served by MCWD. Please refer to the District's 2016 Five-year Capital Improvement Program (CIP), MCWD 2017 Sewer System Management Plan (SSMP), and the 2015 Urban Water Management Plan addressing the District's service planning and capacity.

- e. Are there any factors (such as topography, isolation from existing developments, premature intrusion of urban-type developments into a predominantly agricultural area, or other pertinent economic or social reason) that may reduce the proposal's ability to serve the public interest? Please comment.

Not applicable; the area is already served by MCWD under agreements with FORA. As evaluated in the adopted IS/ND there are no other factors that may reduce the proposal's ability to serve the public interest.

- f. List any related public approvals required for the proposal, including those of local, State, and Federal agencies.

- Marina Coast Water District: Board approval of SOI Amendment and annexation, and Resolution to LAFCO for Application for the above. (COMPLETED)
- Local Agency Formation Commission of Monterey County: Processing a SOI amendment and annexation to the MCWD. Approval of an amendment of the SOI and approval of annexation proposed. (IN PROGRESS)

- g. Have affected local agencies been notified? If so, what was the response?

Local agencies receive agendas and notifications for all MCWD Board meetings. Meetings and coordination with SCSD is noted in Appendix C: Seaside County Sanitation District and Marina Coast Water District Coordination Timeline. Affected local agencies were sent a Notice of Intent (NOI) at the beginning of the Draft IS/ND comment period. Letters in response were received from Monterey County LAFCO, FORA, SCSD, and Monterey Peninsula College (MPC). Additionally, the FORA Water and Wastewater Committee heard this item in January 2018, FORA Board also in January 2018 and LAFCO on January 22, 2018.

- h. Have the property owners and registered voters within the subject area been contacted? If so, what was the response?

There have been numerous public and MCWD Board meetings on this proposed annexation and SOI proposal, all posted on the MCWD website. The NOI was posted at the MCWD facilities located at 11 Reservation Road, and on www.MCWD.org. Public hearings on the proposed annexation were held on January 23, 2018 and February 20, 2018. For a number of years, MCWD and LAFCO have received numerous requests for the annexation to be completed so that customers may have voting rights within the District.

- h. Do residents within the proposal area use facilities or programs provided by the local agency? Indicate the source of this information.

Yes, MCWD currently provides water and wastewater service to the Ord Community, the Ord Community project area, and to the school and church within the Central Marina customer area.

- i. Do residents within the proposal area travel to the city or boundaries of the special district for shopping, recreation, work, or other purposes? Indicate the source of this information.

Yes, per traffic impact studies from various jurisdictions and traffic volume maps contained in the FORA Fee Reallocation Study: Deficiency Analysis and Fee Reallocation, Fiscal Year 2016/2017 dated April 27, 2017.

- j. Do the city, or area served by the district, and proposal areas share the same mailing address and zip code?

Yes, zip codes 93933 and 93955.

- k. Briefly describe any other factors demonstrating interdependence of the city/district and proposal area.

- The District currently provides water, wastewater and recycled water service to the former Fort Ord (Ord Community) under the Water/Wastewater Facilities Agreement with the Fort Ord Reuse Authority (FORA), dated March 13, 1998.
- The District holds title to all the public water, sewer and recycled water infrastructure within the Ord Community;
- The District interconnected the Marina and Ord Community water systems in 1998, and combined the water systems under a single SWRCB DDW System Permit in 2007.
- The proposal is consistent with the MCWD 2015 UWMP, Water and Wastewater Master Plans, and MCWD CIP and FORA CIPs.
- The District has made significant investment in the Ord Community in the form of water, wastewater and recycled water infrastructure, addition of staff and equipment, adoption of redevelopment standards and procedures, and the preparation of master plans and water supply project studies;
- The District has been working with Monterey County LAFCO for over a decade on the proposal for annexation and Sphere of Influence amendment for the Ord Community; and,
- Area Planning and jurisdictions rely on the District for current and future service provision.

8. PHASING

- a. Does this proposal include any multi-step, incremental phasing of annexation or other LAFCO approvals? If so, please describe the phasing component in relation to LAFCO of Monterey County's adopted policies for phasing (LAFCO Policies and Procedures, Part D.VIII).

Phasing of annexation areas is not currently proposed, as the proposal only includes areas currently served by MCWD. A "Future Study Area" designation is identified in the adopted IS/ND to identify these areas; these areas or a portion of them may be considered for future annexations.

9. OPEN SPACE AND AGRICULTURAL LAND - (not applicable)

10. GROUNDWATER STANDARDS

- a. Did the proposal's CEQA clearance determine that the proposal may significantly impact the groundwater basin? Yes ____ No X

- If yes, additional information regarding this impact and potential mitigation measures must be submitted (LAFCO Policies and Procedures, Section D.X)

Please describe how the proposal conforms to each of the following adopted LAFCO policy statements regarding groundwater.

- b. LAFCO will encourage boundary change proposals involving projects that use reclaimed wastewater, minimize nitrate contamination, and provide beneficial use of storm waters.

The MCWD Board of Directors has taken a series of actions accepting responsibility for the provision of water, wastewater, and recycled water service within their service area and to the Ord Community. Key actions addressing service provision and related governance are summarized below and are outlined in Appendix B of the IS/ND.

Starting in 2002, MCWD, in cooperation with FORA, initiated the Regional Urban Water Augmentation Program (RUWAP), to provide an additional 2,400 AFY of water supply to the Ord Community, a portion being potable supply from seawater desalination and a portion from recycled water. In October 2004, the MCWD Board of Directors certified the EIR for the RUWAP. In October 2006, Addendum No. 1 was adopted to address changes in the project's pipeline alignment, and in February 2007, Addendum No. 2 was adopted to address changes to maximize the use of recycled water within MCWD's service areas. In 2007, FORA and MCWD adopted a modified Hybrid Alternative for the RUWAP, which would provide 1,427 AFY of recycled water to the Ord Community without the need for seasonal storage. This agreement in turn resulted in the FORA Board adopting Resolution No. 07-10 (May 2007), which allocated 1,427 AFY of RUWAP recycled water to its member agencies having land use jurisdiction. Additionally, the Pure Water Monterey Groundwater Replenishment (PWM/GWR) Project is a water supply project that would serve northern Monterey County by providing: (1) purified recycled water for recharge of a groundwater basin that serves as drinking water supply; and (2) recycled water to augment the existing Castroville Seawater Intrusion Project's agricultural irrigation supply. The PWM/GWR Project is a combined effort of Monterey One Water and the MPWMD and includes the RUWAP pipeline alignment (identified as the Product Water Conveyance Pipeline in the PWM/GWR EIR) to transport purified recycled water from a new Advanced Water Treatment Plant (AWT) at MRWPCA's Regional Treatment Plant to new Injection Well Facilities overlying the Seaside Groundwater Basin.

- c. LAFCO will encourage proposals which have incorporated water conservation measures. Water conservation measures include drought tolerant landscaping, water-saving irrigation systems, installation of low-flow plumbing fixtures, retrofitting of plumbing fixtures with low-flow devices, and compliance with local ordinances.

The MCWD has an active water conservation program. Under MCWD's water conservation ordinance, all new construction is required to incorporate water saving devices over and above the State building code requirements. Requirements for new construction include the installation of zero water use urinals, high-efficiency toilets; high-efficiency clothes washers, water-efficient landscaping, and ET-based irrigation controls. Additionally, the MCWD has adopted the State's Model Water Efficient Landscape Ordinance. The MCWD requires that developers install water conservation fixtures during construction, discourages landscapes that require high irrigation, and currently implements a tiered water rate structure that discourages water waste. The MCWD offers rebate incentives to replace less efficient water fixtures and also started a rebate program for smart irrigation controllers. MCWD is also a signatory of the California Urban Water Conservation Council's Memorandum of Understanding and is fully compliant with AB 1420.

- d. LAFCO will encourage those proposals which comply with adopted water allocation plans as established by applicable cities or water management agencies.

The MCWD Board does not allocate water supply to projects, but instead advises customer land use jurisdictions as to the current and historic water use within their boundaries and the estimated remaining supply available for new developments. Within the Ord Community, the FORA Board has managed the allocation of Salinas Valley groundwater supplies among the seven land use jurisdictions, and they, in turn, sub-allocate water supply to specific projects. FORA has an adopted water allocation program to restrict water use and development. Tables 5 and 6 of the IS/ND show that the groundwater allocation for the project area and Central Marina is sufficient to meet projected water demands through 2035.

- e. LAFCO will encourage those proposals where the affected jurisdiction has achieved water savings or new water sources elsewhere that will off-set increases in water use in the project site that would be caused by the proposal.

As discussed in detail in the adopted IS/ND, under Section 4.9 Hydrology and Water Quality including Tables 5 and 6, water supply in the project area is limited, resulting in an increased need for conservation and proper planning. The MCWD is working towards developing new sources of water to meet projected demand increases due to redevelopment within the Ord Community Service Area, as well as taking actions to address groundwater wells impacted by saltwater intrusion. See response below. The region as a whole is investigating several options for additional supplies and reduction of seawater intrusion. The District's UWMP addresses additional supplies and the projects and District planning for them. The District has a major recycled water project under construction (RUWAP) which would provide up to 1,427 AFY of recycled water to offset potable supplies. The District fully complies with conservation regulations and has achieved conservation reductions through a conservation campaign as presented in the UWMP and the District website (mcwd.org). Also, the Pure Water Monterey/Groundwater Replenishment Project (PWM/GWR) regional water supply project is addressed below and presents a regional water supply project using various source supplies of wastewater and water that would otherwise go into the ocean outfall or to the bay. Also see 10.c above.

- f. LAFCO will discourage those proposals which contribute to the cumulative adverse impact on the groundwater basin unless it can be found that the proposal promotes the planned and orderly development of the area.

Please note that the Proposal allows for continued provision of existing water and wastewater service in an area where such service is already provided. The District works closely with the entities responsible for groundwater management as identified in the IS/ND. MCWD has been granted Groundwater Sustainability Agency (GSA) status within its jurisdictional boundaries within the Monterey Subbasin and the 180/400 Subbasin, and is moving forward on developing a Groundwater Sustainability Plan (GSP) in coordination with the Salinas Valley Basin GSA to protect/create sustainable groundwater. Further, the MCWRA and its agency partners, including Monterey One Water (formerly the MRWPCA) have two major capital projects that are operated and managed to provide improvements to groundwater quality and address the long-term trend of seawater intrusion and groundwater level declines in the Salinas Valley Groundwater Basin (SVGB). They include the Castroville Seawater Intrusion Project (CSIP) and the Salinas Valley Water Project. The Salinas Valley Water Project included reoperation of the Nacimiento and San Antonio reservoirs and construction and operation of a new seasonal diversion facility called the Salinas River Diversion Facility (or rubber dam) has been providing river water for irrigation since 2010. The CSIP provides treated (recycled) wastewater from the Regional Treatment Plant to agricultural growers in the unincorporated Castroville area of Monterey County. Most recently, the District has combined shared pipeline conveyance facilities for the RUWAP Project and the PWM/GWR Project. The PWM/GWR Project once implemented will provide approximately 4,000 – 5,000 AFY of recycled water for irrigation in the CSIP area, reducing the need for pumping in this area of the SVGB by approximately 4,000 – 5,000 AFY.

- g. LAFCO will discourage those boundary change proposals which, when considered individually and after taking into account all mitigation measures to be implemented with the project, still cause a significant adverse impact on the groundwater basin.

The proposed project does not include annexation of areas that are not already served or approved or planned for redevelopment and thus included in the water allocation, approved Water Supply Assessments and Verification of Water Supply Reports. As documented in the UWMP, sufficient water supplies are currently available to serve the proposed project from existing entitlements and resources. Per the UWMP (Section 4), MCWD included recycled water in RUWAP with completed project design and CEQA documentation. On April 8, 2016, MCWD and Monterey One Water entered into the Pure Water Delivery and Supply Project Agreement, wherein the District will receive up to

1,427 acre feet per year (AFY) of advanced treated recycled water from the Pure Water Monterey Project. The project is expected to provide 600 AFY in 2020, and increase to 1,359 AFY in 2025 (2015 UWMP). As noted above, and outlined in the adopted IS/ND, inclusion into the District's SOI and future annexation into the District would not change the provision of water. Water would be supplied to annexation areas under existing contracts and agreements. The proposed annexation does not change land uses or policies and will not result in development not already planned or considered in area plans and EIRs. Any future development projects will be subject to site-specific environmental review. Further, the majority of the areas proposed for annexation and SOI amendment are already currently served or approved for planned and entitled development projects. Cumulative as well as project-level, indirect as well as direct, impacts of these approved projects have been adequately analyzed in earlier EIRs or negative declarations.

11. INCORPORATION GUIDELINES - (not applicable)

12. REGIONAL TRAFFIC IMPACTS - (not applicable)

13. EFFICIENT URBAN DEVELOPMENT PATTERNS - (not applicable)

14. DISADVANTAGED UNINCORPORATED COMMUNITIES ADJACENT TO CITIES- (not applicable)

15. CONTRACT / SERVICE EXTENSION AGREEMENT - (not applicable)

16. ENVIRONMENTAL JUSTICE

LAFCOs are required to consider the extent to which a proposal will promote environmental justice. As defined by statute, environmental justice means “the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services.”

- a. Please provide information on the demographics of the proposal area, including ethnicity and income.

The census tracts located within the proposed project area with the corresponding ethnicity and income information are provided below. Please note that Census Tract 141.04 only includes student dormitories within CSUMB.

Census Track	Location	Population	Race and Ethnicity	Per Capita Income	Median Household Income
141.02	Fort Ord	2,268	36.7% white, 20.1% black, 0% native, 10.3% Asian, 2.7% Islander, 0% Other, 6% Two+, 24.2% Hispanic	\$20,207	\$51,042
141.04	Fort Ord	1,874	50% White, 5% Black, 0% Native, 8% Asian, 0% Islander, 0% Other, 6% Two+, 31% Hispanic	\$3,484	N/A
141.05	Fort Ord	3,035	56% White, 5% Black, 0% Native, 8% Asian, 0% Islander, 0% Other, 7% Two+, 23% Hispanic	\$27,311	\$65,133
141.07	Fort Ord	7,806	47% White, 4% Black, 1% Native, 9% Asian, 1% Islander, 0% Other, 8% Two+, 30% Hispanic	\$24,559	\$65,224
142.01	Central Marina	5,811	32% White, 4% Black, 1% Native, 17% Asian, 3% Islander, 0% Other, 8% Two+, 36% Hispanic	\$24,798	\$57,400

Census Track	Location	Population	Race and Ethnicity	Per Capita Income	Median Household Income
142.02	Central Marina	4,393	36% White, 6% Black, 0% Native, 19% Asian, 5% Islander, 0% Other, 11% Two+, 23% Hispanic	\$21,785	\$46,281
143.01	Central Marina	3,352	44% White, 4% Black, 0% Native, 25% Asian, 1% Islander, 0% Other, 5% Two+, 19% Hispanic	\$38,370	\$66,250
Source: Census data: ACS 2016 5-year					

- b. Will all residents have access to the facilities or services requested by this application?

Yes, the area is already served by MCWD. Connection fees are required for new customers, and that policy will not change as a result of this action.

- c. Will the projected cost of such services be appropriate to the income levels of the area's population? If so, are the service costs likely to be held to this level for the long-term?

Water service rates in the Ord Community are comparable to the surrounding area (higher than in Central Marina or Salinas, but lower than in Seaside or Monterey). Wastewater collection service rates in the Ord Community are higher than in the surrounding area because the cost of operating numerous sewer lift stations is spread across a limited number of customers. Rates are projected to increase annually to cover the increasing costs of energy and labor, and the cost of planned capital improvements to the system. Rate increases are published and adopted following the Proposition 218 process. Note that the proposed action will not affect how the rates are established in the Ord Community.

- d. What measures have been taken to solicit public comment on the proposal?

There have been numerous public and MCWD Board meetings on this proposed annexation and SOI proposal, all posted on the MCWD website at http://mcwd.org/governance_meetings.html. The NOI was posted at the MCWD facilities located at 11 Reservation Road, and on http://mcwd.org/governance_annexation.html. The Notice of Intent (NOI) to adopt the Draft IS/ND was published on December 30, 2017 in the Monterey Herald, and the NOI was posted with the Monterey County Clerk, the State Clearinghouse, and the Monterey, Seaside, and Marina Public Libraries. The Draft IS/ND was distributed for a 30-day public review period. MCWD held a public hearing on the proposed annexation on January 23, 2018 and adopted the project and IS/ND on February 20, 2018. For a number of years, MCWD and LAFCO have received numerous requests for the annexation to be completed so that customers may have voting rights within the District.

- e. Would this proposal result in inferior public services being provided to an area where there is a concentration of low-income or ethnic groups?

No. Existing service is already provided. All customers in the proposal area would have access to the facilities and services.

- f. Are there any adjacent neighborhoods that might benefit from the agency's services that could be included in the proposal? If so, what are the demographics for this area and why were they excluded?

The proposal excludes the neighboring protected open space areas of the former military base, per LAFCO request during the 2011 MCWD Draft IS/ND public comment period. Additionally, neighboring areas that are not currently approved for development or currently entitled are not included in the proposed SOI and annexation. The proposal also designates a "Future Study Area" including future development parcels located in the Cities of Del Rey Oaks, Monterey, and Seaside, unincorporated Monterey County, and in the Ord Community. While the Future Study Area includes areas identified for future development under the Fort Ord Reuse Plan, development of these areas is

not anticipated in the near term. Other areas in the Future Study Area are included because there may be uncertainty regarding service providers or overlapping service jurisdictions in portions of these areas. Specifically, the former Fort Ord area within the City of Del Rey Oaks is within the SCSD service area for wastewater collection service. Further study would need to be completed prior to changing existing or proposed service providers under approved LAFCO designations and thus this designation provides for review and agreement by MCWD, SCSD, affected jurisdictions and LAFCO.

- g. Please provide a listing of the members of the City Council or District Board of Directors for the subject agency, and include the gender and ethnicity of each member.

District Board Member	Gender	Ethnicity
Howard Gustafson	Male	Ethnicity Not Stated
Dr. Thomas D. Moore	Male	Ethnicity Not Stated
William Lee	Male	Ethnicity Not Stated
Jan Shriner	Female	Ethnicity Not Stated
Herbert Cortez	Male	Ethnicity Not Stated

- h. Are members elected or appointed? If elected, please note whether elections are by district or at-large.

The District is governed by a five-member Board of Directors who are elected at-large by the voters to serve four-year terms.

- h. How long is the term of office?

4 years

- i. How will the voting rights of persons in the affected territory be affected?

The proposed project will provide customers that are registered to vote within the MCWD boundary the ability to vote for, and run for, the MCWD Board of Directors. In general, voting rights will be gained by the annexation, and denying the application will reduce voting rights for the persons within the District who are not now allowed to vote for representation on the Board or to run for office at the MCWD District.

ADDITIONAL INFORMATION

Any further information, comments, or justification you wish to make that may be helpful in the Commission's review of the proposal:

Prepared by:

Title:

Signed: _____

Date:

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Attachment 3A
Responses to Sphere of Influence Policies and Criteria

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KATE McKENNA, AICP
Executive Officer

Application Attachment A:
Responses to Sphere of Influence Policies and Criteria
(LAFCO Policies and Procedures, Part C)

CONFORMANCE TO LAFCO LEGISLATIVE REQUIREMENTS AND POLICY GUIDELINES

1. Please provide proposal-related information corresponding to the following legally mandated elements of a LAFCO's written determinations for Spheres of Influence (*California Government Code Section 56425(e)* and *LAFCO Policies and Procedures, Part C.1.3*)

- a. The present and planned land uses in the area, including agricultural and open space lands.

There are a number of area plans, general plans, and zoning designations that identify present and planned land uses in the proposal area. As stated in the adopted IS/ND, the 1997 Fort Ord Reuse Plan is the guiding document which governs the redevelopment of the former Fort Ord. However, three local jurisdictions also have general plans with policies and designations over the subject territory. These include the County of Monterey, and the cities of Marina and Seaside. The Fort Ord Reuse Plan and the area jurisdictions' planning documents provide land use designations and zoning. These planning documents identify the range of land use categories, density standards, and permitted uses for land within the boundaries of the former Fort Ord within the proposal area.

Applicable land use designations include residential use designations, mixed use and commercial designations, retail uses, visitor serving/open space/recreation/habitat management, institutional and public facilities, and community right-of-ways. No changes to land uses are proposed as MCWD has no authority over land uses. Figure 4 of the adopted IS/ND contains an updated land use map per the 1997 Fort Ord Reuse Plan.

Figure 5 of the adopted IS/ND provides a graphical depiction of major developments within the former Fort Ord. Furthermore, existing operations and future plans for additional infrastructure and water service to the District's service areas, including the proposed service area expansion areas, are described and considered in the following documents:

- Fort Ord Reuse Plan (Reuse Plan) Environmental Impact Report (EIR) (FORA, 1997), and 2012 Reuse Plan Reassessment.
- Wastewater Master Plans: Ord Wastewater System Master Plan and Marina Wastewater System Master Plan (February 2005), MCWD Sewer System Management Plan (SSMP) (February 2017).
- Water Master Plans: Marina Water Systems Master Plan (February 2007).
- RUWAP EIR (MCWD, 2004, as amended in 2006, 2007 and 2016).

- PWM/GWR Project EIR (MRWPCA 2015).
- 2015 Urban Water Management Plan (MCWD, June 2016).
- MCWD Five Year Capital Improvement Plan (CIP) (June 2017) and FORA CIP (2017).
- Water Supply Assessments prepared for Ord Community Projects and adopted by the MCWD Board in compliance with the Water Code.

b. The present and probable need for public facilities and services in the area.

As described in the adopted IS/ND, MCWD already serves the Ord Community as outlined in the Water/Wastewater Facilities Agreement between FORA and MCWD (1998) as further described in the Assignment of Easements on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deed for Water and Wastewater Systems, between FORA and MCWD, dated October 24, 2001. The Proposed Project will provide customers that are registered to vote within the MCWD boundary the ability to vote for, and run for, the MCWD Board of Directors.

c. The present capacity of public facilities and the adequacy of public services which the agency provides or is authorized to provide.

As outlined in the adopted IS/ND, the MCWD has detailed reports outlining its adequate capacity to meet existing and project future water and wastewater needs for its services in the proposed areas. The MCWD's 2015 Urban Water Management Plan (UWMP), Water and Wastewater Master Plans, 2016 Five-year Capital Improvement Program (CIP), MCWD 2017 Sewer System Management Plan (SSMP), provides an overview of system management. The CIP/Master Plan and District budgets provide documentation for securing the physical and financial mechanisms for providing improvements required to meet future wastewater supply demand.

d. The existence of any social or economic communities of interest in the area.

Not Applicable.

e. (For an update of a Sphere of Influence of a City or Special District that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection): The present and probable need for those public facilities and services of any disadvantaged unincorporated communities ("DUCs") within the existing Sphere of Influence. *Note: No response needed at present. LAFCO staff will identify DUCs in MCWD's existing service area, to address this question, after the application is on file. Because MCWD already provides service to any DUCs that may exist within its existing sphere/boundaries, this question is less essential than in some other situations).*

2. Please summarize how this Sphere of Influence proposal will further each of the following adopted LAFCO objectives for Spheres of Influence (*LAFCO Policies and Procedures, Part C.II.1*)

- Discourage urban sprawl
- Limit proliferation of local governmental agencies
- Encourage efficiency, economy and orderly changes in local government
- Promote compact, community centered urban development
- Minimize adverse impacts on lands classified as prime agriculture

MCWD proposed to seek LAFCO approval to amend its SOI and to annex areas that are already being served by MCWD to provide customers that are registered to vote within the MCWD boundary the

ability to vote for, or and run for, the MCWD Board of Directors. These factors are addressed within the attached Appendix B – Consistency Analysis, Tables B-2 and B-3, of the adopted IS/ND which present a LAFCO policy Analysis for MCWD's proposed SOI amendment and annexation.

3. Is the area of the proposed Sphere of Influence modification located near the boundary (or Sphere of Influence) of any other agency that provides similar services? If so, please briefly describe both agencies' service and financial capabilities, social and economic interdependence, topographic factors, and the effect that eventual service extension may have on adjacent agencies. (*LAFCO Policies and Procedures, Part C.II.5*)

As outlined in Appendix B, Table B-2 of the adopted IS/ND, the Seaside County Sanitation District (SCSD) has annexed a portion of lands within the Former Fort Ord in the City of Del Rey Oaks into its service area for wastewater collection service as identified in Figure 8 of the adopted IS/ND. This area has been specifically excluded from the proposal and designated a "Future Study Area", in consideration that future water service will be necessary when development occurs in these areas. For wastewater service for these areas, there is no current proposal for MCWD to annex the Future Study Areas or include them in the SOI. Currently, engineering studies have been performed on this area by both SCSD and MCWD, and future agreement on the service provision within the Future Study Area will be determined by the affected agencies.

Both MCWD and SCSD have separately considered annexing overlapping portions of the former Fort Ord. Recognizing this overlapping interest, MCWD and SCSD worked over several months to develop a draft agreement that would eliminate SCSD's interest in filing an overlapping application. Upon subsequent discussions, SCSD expressed that it would prefer a simpler Memorandum Of Understanding (MOU) regarding key points of agreement to achieve the goal of eliminating the potential overlap versus completing a more complex agreement. MCWD and SCSD then finalized a simpler MOU document, and the MCWD Board approved the MOU on July 16, 2018 with expectation that SCSD would follow with its approval in July 2018 (see Attachment 7G). The MOU states that SCSD agrees that it will not object or oppose MCWD LAFCO proposal annexing any lands within MCWD's Ord Community service area into MCWD's jurisdiction boundaries for water, reclaimed water, and wastewater. Following MCWD Board approval of the MOU, at the request of the City of Seaside, SCSD tabled the MOU until the Cities of Seaside and Del Rey Oaks could first negotiate a more complex agreement. As a means to facilitate final agreement, on September 6, 2018, MCWD provided SCSD with yet another agreement, a draft Service Agreement, that comprehensively addresses water and wastewater service to their respective cities within the former Fort Ord for present day and for when the Fort Ord Reuse Authority sunsets. While there has been no response from SCSD to date on the draft Service Agreement, MCWD remains optimistic that an agreement can be reached, either by SCSD approval of the MOU already approved by the MCWD Board, or eventual approval of the draft Service Agreement which is more comprehensive, but still contains all the key points of agreement in the MOU. Therefore, this area is included in the current Proposed Project. MCWD owns and maintains the water and wastewater infrastructure in this area and serves this area. It is the intent of MCWD to continue serving their current customers, as it is consistent with relevant LAFCO policy, including policies pertaining to overlapping service areas.

Additionally, two regional water management agencies have jurisdiction over groundwater production in the vicinity of the MCWD. The Monterey County Water Resources Agency (MCWRA) is responsible for regulation and supply of water from the Salinas Valley Groundwater Basin (SVGB) the source supply for the MCWD. The Monterey Peninsula Water Management District (MPWMD) is responsible for regulation and supply of water from the Seaside groundwater basin. Areas within the MPWMD jurisdictional boundary are within the areas proposed for annexation by MCWD. However, the SVGB aquifer only extends into the northern and eastern portions of the Ord Community, so MCWD wells cannot be relocated into the cities of Seaside, Del Rey Oaks, or Monterey within the area governed by the MPWMD and in the Seaside Groundwater Basin.

4. Please summarize the proposal's consistency with city and County General Plans, plans of regional agencies, growth management policies, annexation policies, resource management policies, and any other policies related to ultimate boundary or service area of any affected agencies (*LAFCO Policies and Procedures, Part C.II.7*)

As discussed in Appendix B, the relevant City and County general plans set forth land use designations and development intensity for ultimate buildout. Each land use jurisdiction within the SOI boundaries have prepared and adopted appropriate policies to ensure consistency with the adopted plans. Plans encourage conservation of prime agricultural land and open space lands consistent with LAFCO policies.

As stated in Appendix B of the adopted IS/ND, the proposed annexation is concurrent with a SOI amendment. The changes to MCWD boundaries are consistent with the City of Seaside General Plan (2003), City of Del Rey Oaks General Plan Update (1997), City of Monterey General Plan (2005), City of Marina General Plan (2010), County of Monterey General Plan (2010), University of California Monterey Bay Education Science and Technology Master Plan (1996), California State University Monterey Bay Master Plan (Draft 2017), and California Department of Parks and Recreation, Fort Ord Dunes State Park General Plan (2004). In addition, existing operations and future plans for additional infrastructure and water service to the District's service areas, including the proposed SOI amendment and annexation areas, are described and considered in the Fort Ord Reuse Plan Environmental Impact Report (1997), Wastewater System Master Plan – Ord Community Service Area (RBF Consulting, June 2004), Marina Water Systems Master Plan (Carollo Engineers, February 2007), Regional Urban Water Augmentation Project EIR (MCWD, 2004, as amended in 2006 and 2007), and 2015 Urban Water Management Plan (MCWD, June 2016). Additionally, the MCWD's 2015 Urban Water Management Plan (UWMP), Water and Wastewater Master Plans, 2016 Five-year Capital Improvement Program (CIP), MCWD 2017 Sewer System Management Plan (SSMP), provide an overview of system management. The CIP/Master Plan and District budgets provide documentation for securing the physical and financial mechanisms for providing improvements required to meet future wastewater supply demand.

Additionally, the area is consistent with the Municipal Services Review (MSR) for the Monterey Peninsula Area (January 2007) as well as the Draft Initial Study for this proposed request which establishes the nature location and extent of the functions and classes of services provided by existing districts.

5. Please describe how the proposal will promote the long-term preservation and protection of the County's resources, including open space, recreational opportunities, wildlife, and agricultural land. (*LAFCO Policies and Procedures, Part C.II.9*)

As discussed in Appendix B, Table B-2 of the adopted IS/ND the vast majority of the Proposed Project areas proposed for annexation are already developed, served by MCWD, and do not contain any prime agricultural land. Open space land was specifically excluded in the Proposed Project, and adequate mitigation exists to comply with wildlife protection policies. Existing recreational land will not be impacted due to existing planning documents and land use restrictions in policy and conveyance documents.

ADDITIONAL POLICIES RELATING TO THE FORMER FORT ORD AREA

If the proposal includes any territory located within the former Fort Ord, please summarize the proposal's conformance to the following adopted guidelines (*LAFCO Policies and Procedures, Part C.VII*).

1. LAFCO encourages sphere proposals that will facilitate initial development efforts which focus on existing facilities and developed area; locate future urban uses adjacent to existing urban areas; phase development based on the availability of urban services and infrastructure; create a positive jobs/housing balance; provide fiscal resource capabilities; and lead to urban patterns that complement

objectives and goals of air quality, transportation, and housing plans of affected local and regional agencies.

As stated in Appendix B, Table B-2, the District currently provides water, wastewater, and recycled water service to the former Fort Ord (Ord Community) as outlined in the Water/Wastewater Facilities Agreement between FORA and MCWD (1998) and as further described in the Assignment of Easements on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim Deed for Water and Wastewater Systems, between FORA and MCWD, dated October 24, 2001 (Appendix A of the Draft IS/ND). The annexation of both the Ord Community and City of Seaside is proposed to add all customers currently served under the service agreements with FORA and the U.S. Army into the District's Service Area and to provide an acceptable and fair governance structure for those receiving water and wastewater service from the District. Thus, MCWD amendment to its SOI and annexation proposal is focused on areas that are already being served by MCWD consistent with LAFCO policy directive above ("to focus on existing facilities and developed area"). All annexation and SOI amendment areas are within existing or "future urban uses adjacent to existing urban areas". Existing service provision and MCWD documents cited above (2015 Urban Water Management Plan, Water and Wastewater Master Plans, 2016 Five-year CIP, and 2017 SSMP), provide documentation on the "availability of urban services and infrastructure" and "fiscal resource capabilities". See responses above regarding land use agencies planning documents and consistency. MCWD is not a land use agency although the proposal for SOI and annexation is consistent with adopted plans of affected local and regional agencies.

2. LAFCO will encourage sphere proposals that consider region-wide goals with local agencies' ability to provide service. LAFCO will encourage sphere proposals that promote equitable distribution of the costs of regional facilities, related benefits, and cover all service impacts.

As stated in Appendix B, Table B-2, the proposal is consistent with region-wide goals as laid out in the Fort Ord Reuse Plan, applicable County and City General Plans, MCWD's 2016 Five-year Capital Improvement Program (CIP), MCWD 2017 Sewer System Management Plan (SSMP), and the 2015 UWMP. Furthermore, the proposal promotes equitable distribution of costs. Water service rates in the Ord Community are comparable to the surrounding area (higher than in Central Marina or Salinas, but lower than in Seaside or Monterey). Wastewater collection service rates in the Ord Community are higher than in the surrounding area due to the cost of operating numerous sewer lift stations is spread across a limited number of customers. Rates are projected to increase annually to cover the increasing costs of energy and labor, and the cost of planned capital improvements to the system. Rate increases are published and adopted following the Proposition 218 process. Note that the proposed action will not affect how the rates are established in the Ord Community.

3. LAFCO, in recognition of the mandated requirements for considering impacts on open space lands and agricultural lands, will develop and determine Spheres of Influence for Cities and urban service districts in such a manner as to balance the need to promote cost-effective logical urban expansion and economic recovery with the objective of promoting the long-term preservation and protection of this County's "Resources." LAFCO believes the public interest will be best served by considering "Resources" in a broad sense to include open space, recreational opportunities, wildlife, agricultural land, and fiscal resources.

As stated in Appendix B, Table B-2, lands designated as open space or habitat reserve were specifically not included in this proposal; all lands proposed for annexation are currently entitled or are already developed and served by the District. See also: Response to 5 (related to LAFCO Policies and Procedures, Part C.II.9), above.

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Attachment 3B
Plan for Providing Services

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KATE McKENNA, AICP
Executive Officer

Application Attachment B:
Plan for Providing Services Within the Affected Territory
(LAFCO Policies and Procedures, Part D.VII.4)

Please provide a plan for providing services. The plan shall include all of the following information.

- (a) An enumeration and description of the services to be extended to the affected territory.
The proposed project consists of a proposed SOI amendment and annexation to areas currently under service by MCWD (or District). The District holds title to all of the water, sewer and recycled water infrastructure within the Ord Community.
- (b) The level and range of those services.
The District currently provides municipal water service and wastewater collection service. Water service includes domestic, irrigation and fire supply. It is currently constructing a recycled water delivery system to serve urban landscape irrigation.
- (c) An indication of when those services can feasibly be extended to the affected territory.
The District currently provides the water, sewer and recycled water facilities within the Ord Community and service is current. No extension is required.
- (d) An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed. Please refer to and complete all applicable subsections, below, and provide any additional information needed to adequately describe the proposed plan for providing services.
Not applicable, there would be no improvements or capacity increases through this boundary adjustment. The District has detailed Capital Improvement Plan(s) and has adequate capacity to meet existing and projected future water and wastewater needs.
- (e) Any conditions which would be imposed or required within the affected territory such as, but not limited to, improvement or upgrading of structures, roads, and sewer or water facilities.
Not applicable.
- (f) Information with respect to how those services will be financed.
Not applicable, please refer to the MCWD Capital Improvement Plan(s).

Water Service

- a. Provide a map that depicts the water system in this area.
Map is included as Enclosure A.
- b. Describe the water system, including but not limited to treatment plants, storage facilities, interagency connections, and the number of service connections.
MCWD operates a permitted community water system which serves both Central Marina and the Ord Community (SWRCB DDW Permit No. CA2710017).
The MCWD water system includes approximately 170 miles of water mains (approximately 30 miles within the Central Marina service area and 140 miles within the Ord Community service area). The

District has eight (8) water wells (three in Central Marina and five in the Ord Community), nine (9) water tanks (one in Central Marina and eight in the Ord Community), and six (6) booster pump stations (one in Central Marina and five in the Ord Community). The groundwater produced at the wells does not require treatment, but it is chlorinated before adding it to the distribution system.

The MCWD water system is interconnected with California American Water Company's (CAWC) Monterey District system near south end of General Jim Moore Blvd in Seaside. CAWC shares the potable water main in General Jim Moore Blvd south of Coe Avenue to supply their aquifer storage and recovery wells in the Seaside Groundwater Basin.

MCWD is currently constructing a recycled water main and water tank as part of the regional Pure Water Monterey project. Monterey One Water is constructing an advanced water treatment plant at their site in north Marina. Advanced treated water will be pumped through the new MCWD pipeline to supply urban irrigation (for MCWD) and groundwater injection (for the Monterey Peninsula Water Management District).

- c. Describe any factors that could limit the delivery capacity of the agency, such as storage capacity, transmission lines, etc.

Customers within the Ord Community are served by existing facilities. Delivery capacity is not restricted for current customers in the Ord Community.

- d. Describe any major system expansions that would be necessary to serve the proposal area. How will any expansions be financed?

Customers within the Ord Community are served by existing facilities. No system expansions are required for the proposed boundary change. Capital improvements are planned to increase the system capacity as redevelopment occurs in the Ord Community, and to replace equipment reaching the end of its service life. Please refer to the District's adopted 5-year Capital Improvement Projects Budget and the 2007 Marina Water System Master Plan.

MCWD finances capital projects through rates and capacity charges for new connections. The District may issue bonded debt to finance larger projects.

- e. Does the proposal have the potential to degrade surface water, reduce water quality, or limit downstream availability?

No, it does not. The area is currently served with groundwater, and wastewater from the site is conveyed to the Monterey One Water (formerly known as the Monterey Regional Water Pollution Control Agency) Regional Treatment Plant.

Sewer Service

- a. Provide a map that depicts the local agency's sewer system in the immediate area.

Map is included as Enclosure B.

- b. Describe the agency's sewer system, including but not limited to treatment plant(s) and number of service connections.

The MCWD wastewater collection system includes 112 miles of gravity sewers (approximately 40 miles within the Central Marina service area and 71 miles within the Ord Community service area). There are 4 lift stations within Central Marina and 16 lift stations within the Ord Community. Wastewater is conveyed to the Monterey One Water interceptor system and treated at the Regional Wastewater Treatment Plant in north Marina.

- c. Describe any present or proposed service agreements with other jurisdictions that would affect the area

MCWD annexed into the Monterey Regional Water Pollution Control Agency (now called Monterey One Water) system in 1989. The agreement reserved 2 million gallons per day of Average Dry Weather Flow (mgd ADWF) of treatment capacity in the Regional Treatment Plant. The U.S. Army contracted with Monterey One Water (MIW) in 1981 for the treatment of up to 3.3 mgd ADWF at the Regional Treatment Plant. In 2001, the U.S. Army conveyed the Ord Community sewer infrastructure through FORA to MCWD. That agreement also transferred 2.22 mgd ADWF of the treatment plant capacity to MCWD for the benefit of the Ord Community. The remaining 1.08 mgd

ADWF was retained for the Presidio of Monterey Annex (the portion of the Ord Community used for Army housing, offices and the post exchange complex). MCWD provides water and wastewater service to the Presidio of Monterey Annex, and that area is included in the proposed action.

- d. What is the agency's present sewage treatment capacity and outfall capacity?

The District does not operate a wastewater treatment facility. It has 5.3 mgd ADWF of capacity reserved in the Monterey One Water Regional Treatment Plant between the two service areas, including the U.S. Army share. The two areas currently produce about 2 mgd ADWF of wastewater flow.

- e. What is the agency's projected sewage treatment capacity and outfall capacity?

The District does not operate a wastewater treatment facility. It has 5.3 mgd ADWF of capacity reserved in the MIW Regional Treatment Plant. The MIW plant has a capacity of 29.2 mgd ADWF capacity, but currently treats only 16 mgd ADWF.

- f. What major sewer facilities and/or expansion of existing facilities are being considered to meet anticipated demand within the proposal area?

Customers within the Ord Community are served by existing facilities. Capital improvements are planned to increase the capacity of the Imjin Road lift station to address redevelopment in the northeast portion of the Ord Community. Other capital projects will replace equipment reaching the end of its service life. Please refer to the District's adopted 5-year Capital Improvement Projects Budget and the 2005 Ord Community Wastewater System Master Plan

- g. How will the facilities discussed above be financed?

MCWD finances capital projects through rates and capacity charges for new connections. The District may issue bonded debt to finance larger projects.

Enclosures:

Enclosure A – MCWD Water System Map

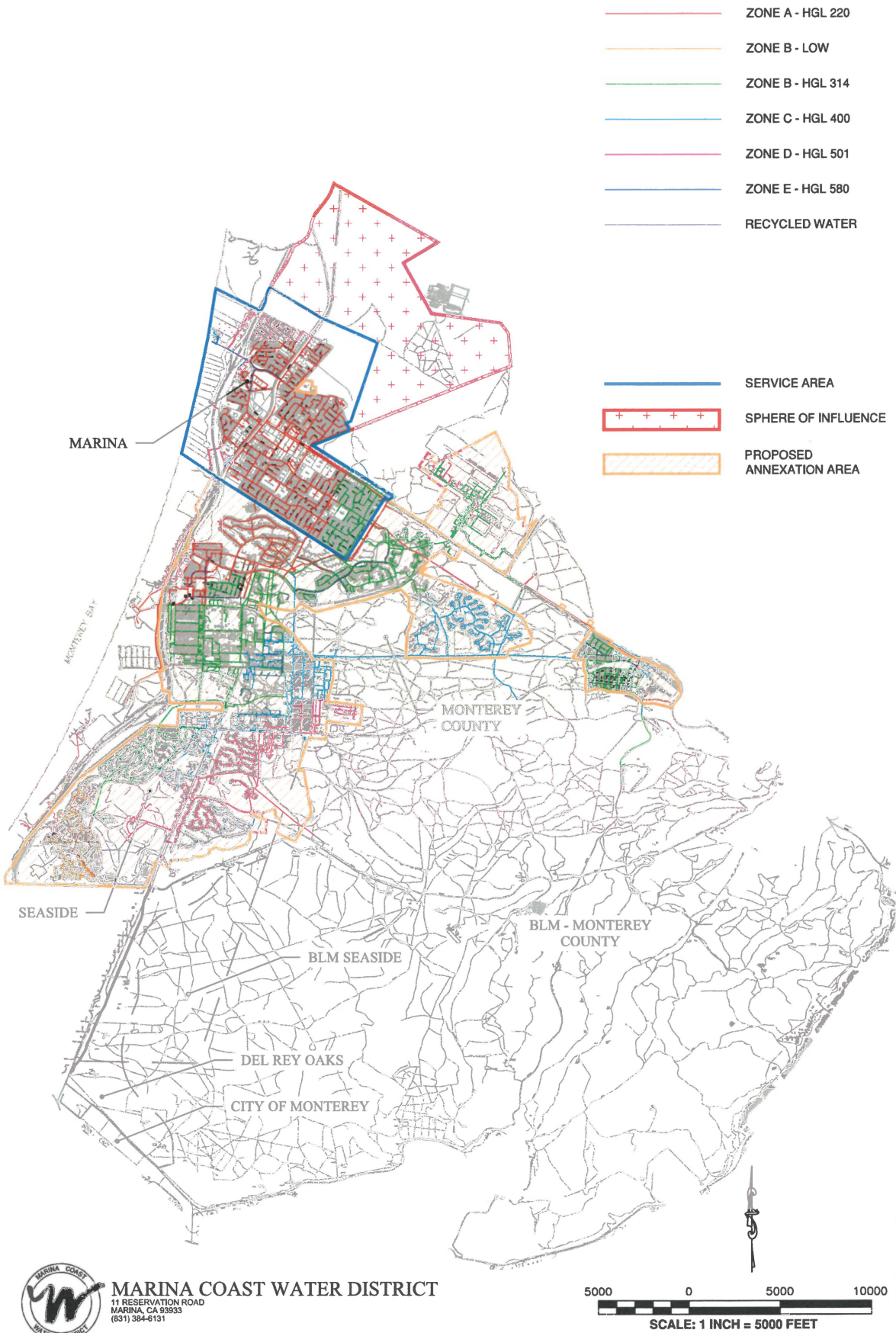
Enclosure B – MCWD Wastewater System Map

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ENCLOSURE A
MCWD Water System Map

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MCWD WATER SYSTEM



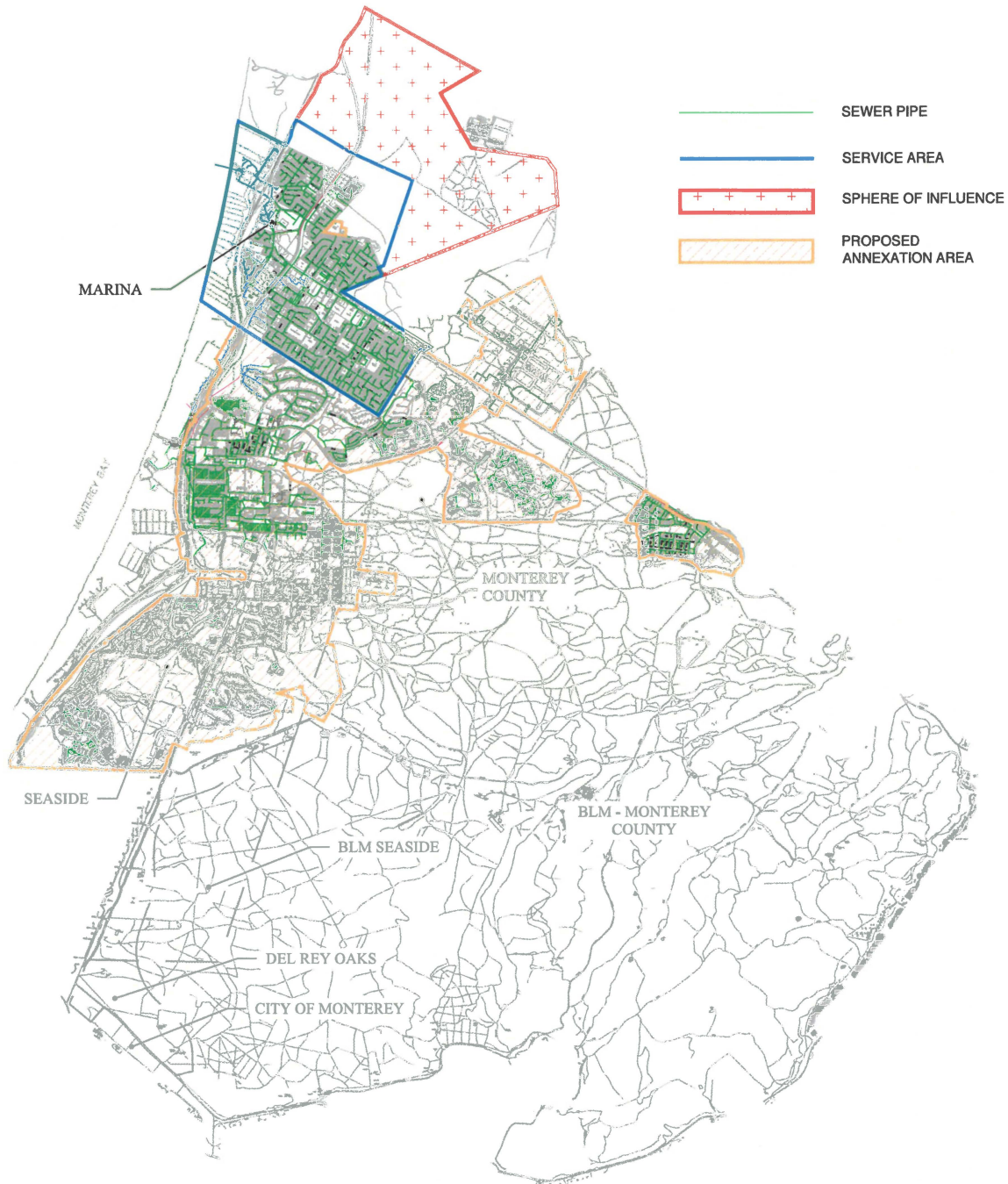
MARINA COAST WATER DISTRICT
11 RESERVATION ROAD
MARINA, CA 93933
(831) 384-6131

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ENCLOSURE B
MCWD Wastewater System Map

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MCWD SEWER SYSTEM



MARINA COAST WATER DISTRICT
 11 RESERVATION ROAD
 MARINA, CA 93933
 (831) 384-6131

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Attachment 3C

Seaside County Sanitation District and

Marina Coast Water District Key Coordination Actions

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Appendix C – Seaside County Sanitation District and Marina Coast Water District Key Coordination Actions

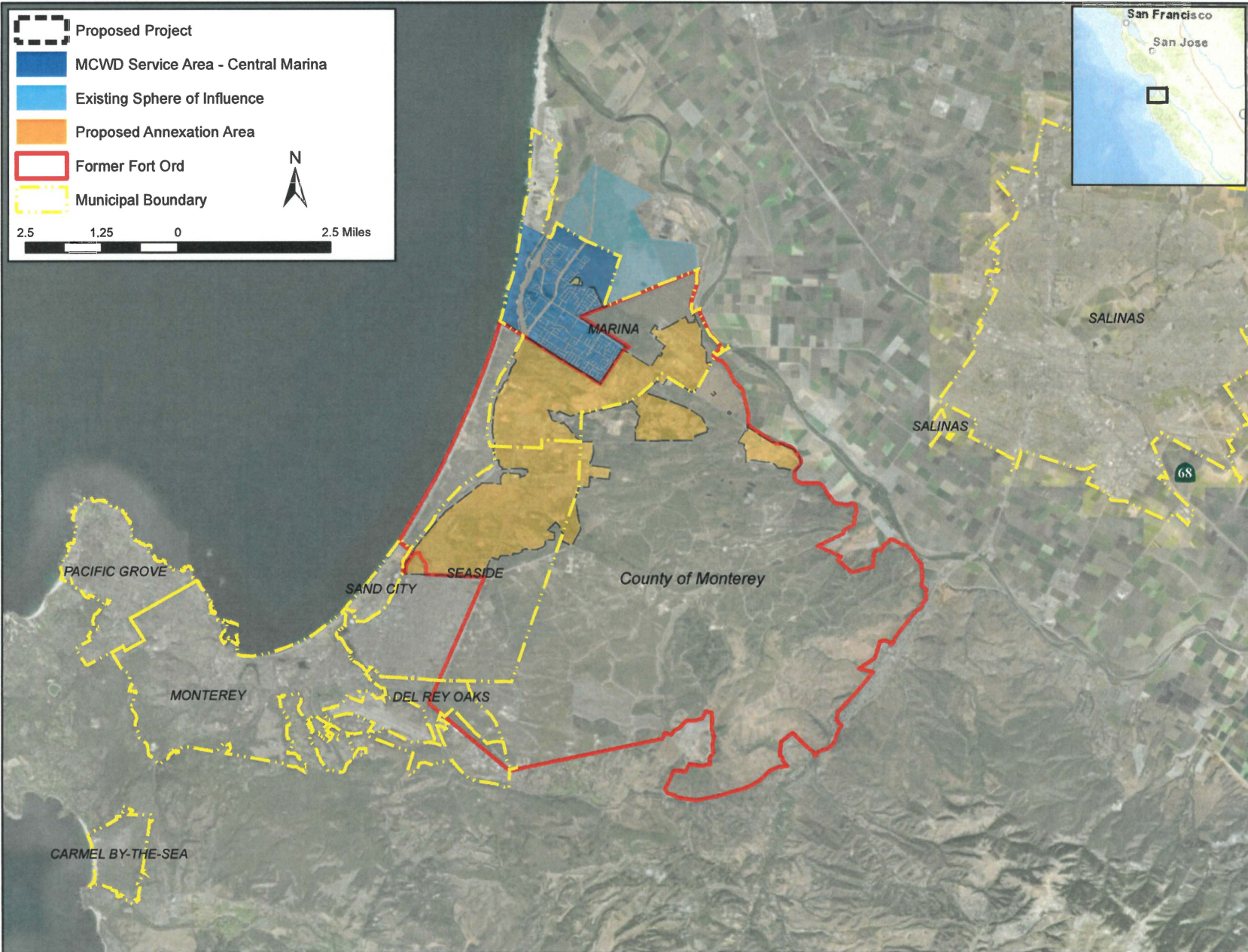
Marina Coast Water District (MCWD) and the Seaside County Sanitation District (SCSD) have been in discussions for several years regarding the most appropriate method of providing sanitary sewer service to the southern portion of the former Fort Ord including portions of Seaside, Del Rey Oaks, and Monterey. Additionally, the MCWD Board of Directors has taken a series of actions accepting responsibility for the provision of water, wastewater, and recycled water service to the Ord Community, these actions are outlined in Appendix C of the adopted IS/ND. Key coordination actions between SCSD and MCWD have included the following:

- 1998: the execution of the Water/Wastewater Facilities Agreement awarding MCWD contractual responsibility to provide water and wastewater service to the former Fort Ord.
- 1999: MCWD awarded an Economic Development conveyance from the US Army, transferring land, facilities and easements to the MCWD.
- Sept 2007: SCSD sent a letter to MCWD advising that a force main should not be considered for serving undeveloped areas within the cities of Seaside and Del Rey Oaks near General Jim Moore Boulevard, because a gravity system through Seaside is feasible to serve the area.
- 2008: Ord Community Ad-hoc Committee submitted their recommendations which was that MCWD should annex only to the Marina City Limit, and the portions of the Ord Community within the other jurisdictions may be served under wholesale or retail contract. The committee further recommended that the water and sewer infrastructure within the various jurisdictions be conveyed to those jurisdictions.
- 2009: SCSD provided a letter to the MCWD which affirmed SCSD's position that the most feasible and efficient method of providing wastewater service to the undeveloped areas of Seaside, Del Rey Oaks, and Monterey which lie within the former Fort Ord boundaries is by conveying the flows by gravity through the existing SCSD system to the regional treatment plant. The document did not indicate which entity would provide this service.
- September 2011: SCSD sent a letter to the LAFCO stating its intent to proceed with an application to expand its sphere of influence to include all areas within the current and future boundaries of the City of Seaside and the City of Del Rey Oaks for sanitary sewer services.
- October 2011: MCWD releases NOA/NOI to Adopt a Negative Declaration for the MCWD Ord Community SOI and Service Area Annexation Project.
- December 5, 2011: MCWD provides presentation at LAFCO Board on above referenced IS/ND.
- December 2011: Public comment period for the above referenced IS/ND closes.
- May 2013: SCSD Board votes to continue negotiations with MCWD on proposed boundaries, among other actions.
- May 2014: SCSD forwarded draft Engineering Report to the MCWD for review and comment.
- January 2015: MCWD provided comments on SCSD Engineering Report.
- March 2015: MCWD and SCSD staff met to discuss MCWD review comments on the draft Engineering Study.

- June 2015: MCWD submitted additional information requested for inclusion by MCWD in the draft Engineering Study.
- September 2015: SCSD sent letter to MCWD requesting coordination between SCSD, MCWD, and LAFCO and requesting both agencies prepare engineering studies for their application.
- November 2015: MCWD Board re-initiates IS/ND process.
- December 2015: SCSD sent letter to MCWD requesting coordination between SCSD, MCWD, and LAFCO and requesting both agencies prepare engineering studies for their application.
- April 2016: MCWD provided comments on SCSD Engineering Report.
- May 2017: MCWD Board received an update from staff on LAFCO possible application boundaries and approved moving forward to update the IS/ND
- June 2017: MCWD the Board approved specific modifications to the proposal boundary, including: 1) eliminated annexation of areas within Seaside County Sanitation District boundaries and assigning a “Future Study Area” designation to these areas and other areas outside existing service areas of MCWD, 2) included annexation of small islands within the MCWD current service area, and, 3) included a portion of UCMBEST in the proposal per their request.
- October 2017: MCWD Board further reviewed and approved the IS/ND Project Description.
- November 2017: MCWD Board received a copy of the Screencheck Draft IS/ND and set a date for the Public Hearing to be held on January 22, 2018. The Board also continued the meeting to allow for additional comment on the Screencheck Draft IS/ND
- December 2017: SCSD finalized their Engineering Report.
- December 2017: SCSD sent letter to MCWD requesting coordination between SCSD, MCWD, and LAFCO and requesting both agencies prepare engineering studies for their application.
- December 6, 2017: MCWD Board provided comments the Screen Check IS/ND for the Ord Community Sphere of Influence Amendment and Annexation
- December 13, 2017: MCWD, SCSD, and LAFCO meet to discuss updated MCWD IS/ND
- January 2018: SCSD Board votes to continue with LAFCO application and on MCWD, SCSD position statement.
- January 19, 2018: MCWD Public Draft IS/ND public comment period closes.
- January 22, 2018: MCWD public hearing on the IS/ND.
- February 20, 2018: MCWD Board votes to adopt the Public Draft IS/ND for the Ord Community Sphere of Influence Amendment and Annexation.
- April 17, 2018: MCWD staff files application with LAFCO.
- July 16, 2018: MCWD Board adopts Resolution No. 2018-42 to approve a Memorandum of Understanding between MCWD and SCSD to resolve the potential annexation overlap.
- September 17, 2018: MCWD Board adopts Resolution No. 2018-56 to modify Resolution No. 2018-09 by excluding certain parcels and portions of parcels from the Ord Community Sphere of Influence Amendment and Annexation Application.

Attachment 3D
Figures

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Document Path: D:\GIS\GIS_Projects\2010-13 MCWD Fort Ord Annex\Final Products\2017\Project Location.mxd

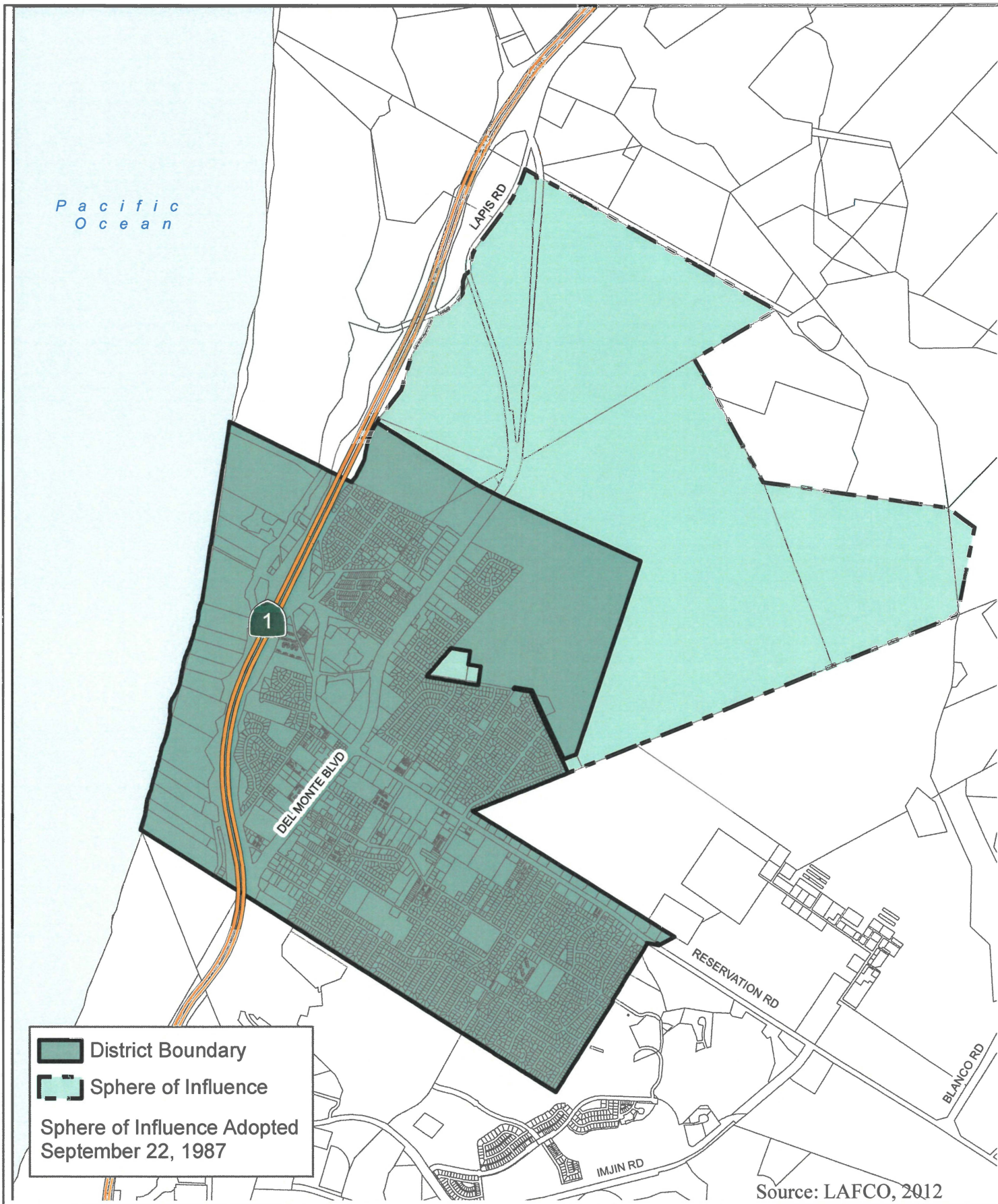
Title:

Location Map



Monterey | San Jose
Denise Duffy and Associates, Inc.
 Environmental Consultants Resource Planners
 947 Cass Street, Suite 5
 Monterey, CA 93940
 (831) 373-4341

Figure
1



Title:

Existing MCWD Boundary and SOI Area



Denise Duffy and Associates, Inc.

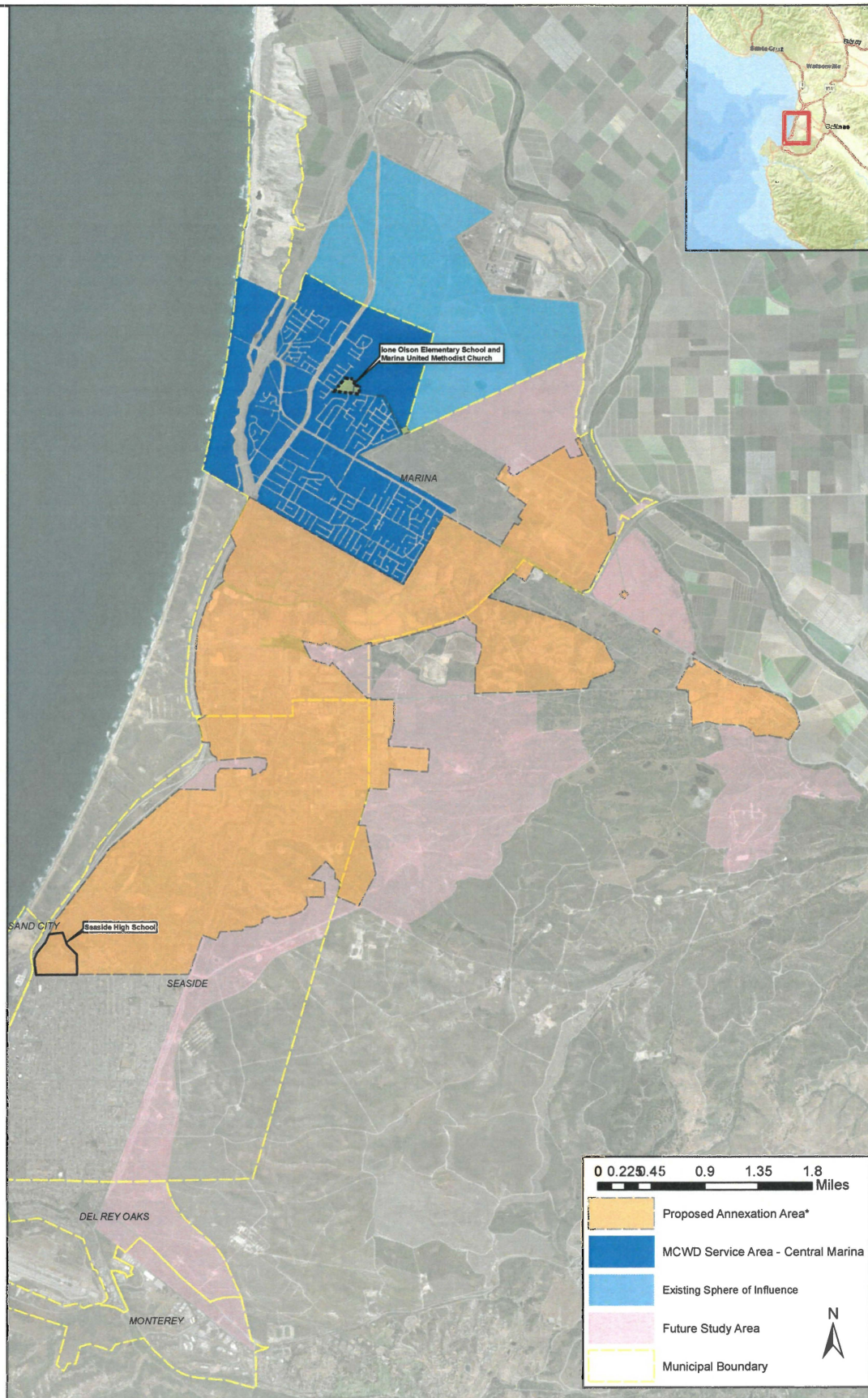
Environmental Consultants Resource Planners

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 Monterey, CA 93940
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Figure

2



Document Path: D:\GIS\GIS_Projects\2010-13 MCWD Fort Ord Annex\Final Products\2017\MCWD SA Updated_forGraphics.mxd

*Service Area is coterminous with SOI Amendment Area

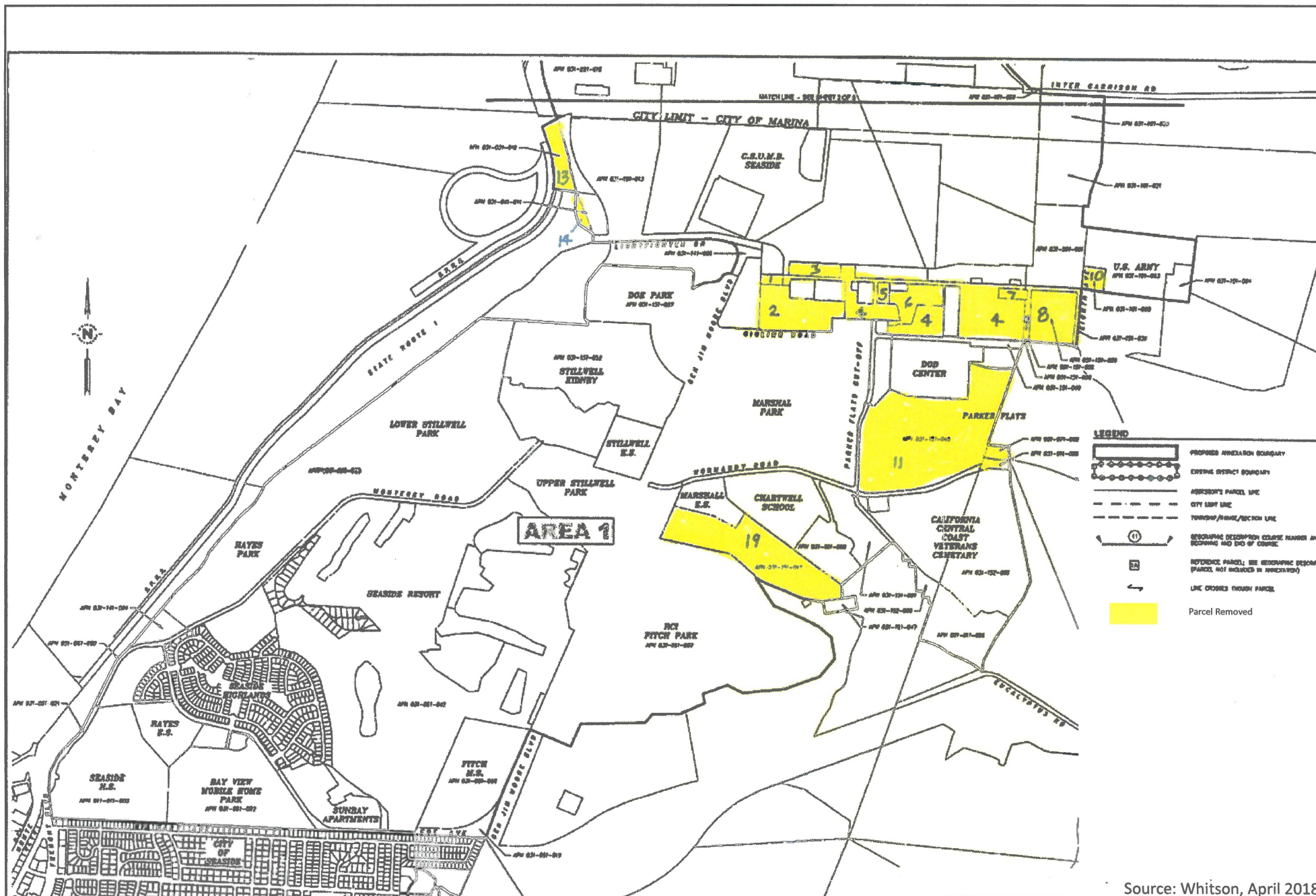
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Revised Ord Community Sphere of Influence
Amendment and Annexation Project Area
MCWD Board February 20, 2018



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Figure
3



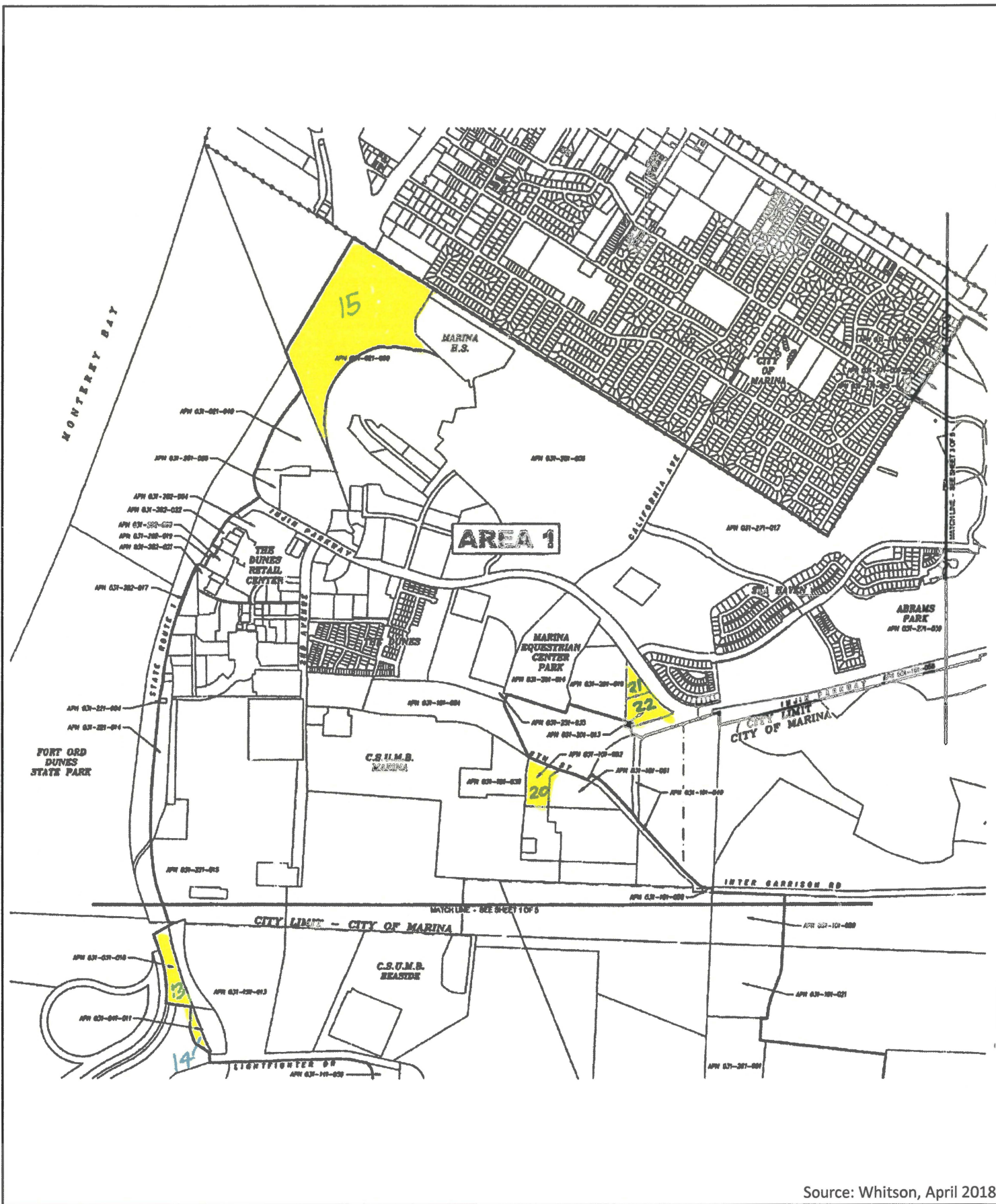
Source: Whitson, April 2018

Title:
**Settlement Agreement
 Revised Parcel Map - Area 1**



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Figure
4a



Source: Whitson, April 2018

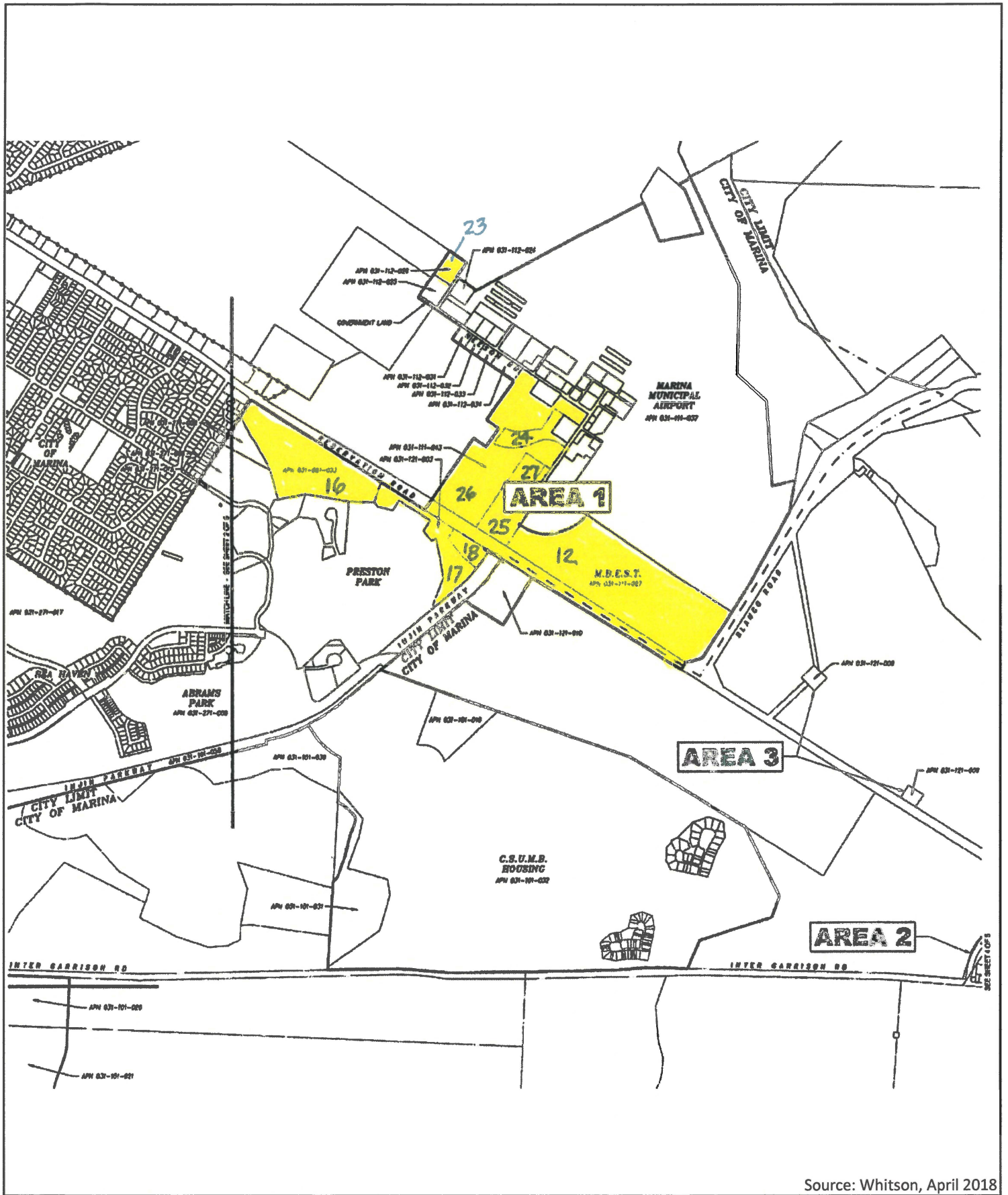
Title:

Settlement Agreement Revised Parcel Map - Area 2



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Monterey, CA 93940
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Figure
4b



Source: Whitson, April 2018

Title:
**Settlement Agreement
 Revised Parcel Map - Area 3**



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 Monterey, CA 93940
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Figure
4c

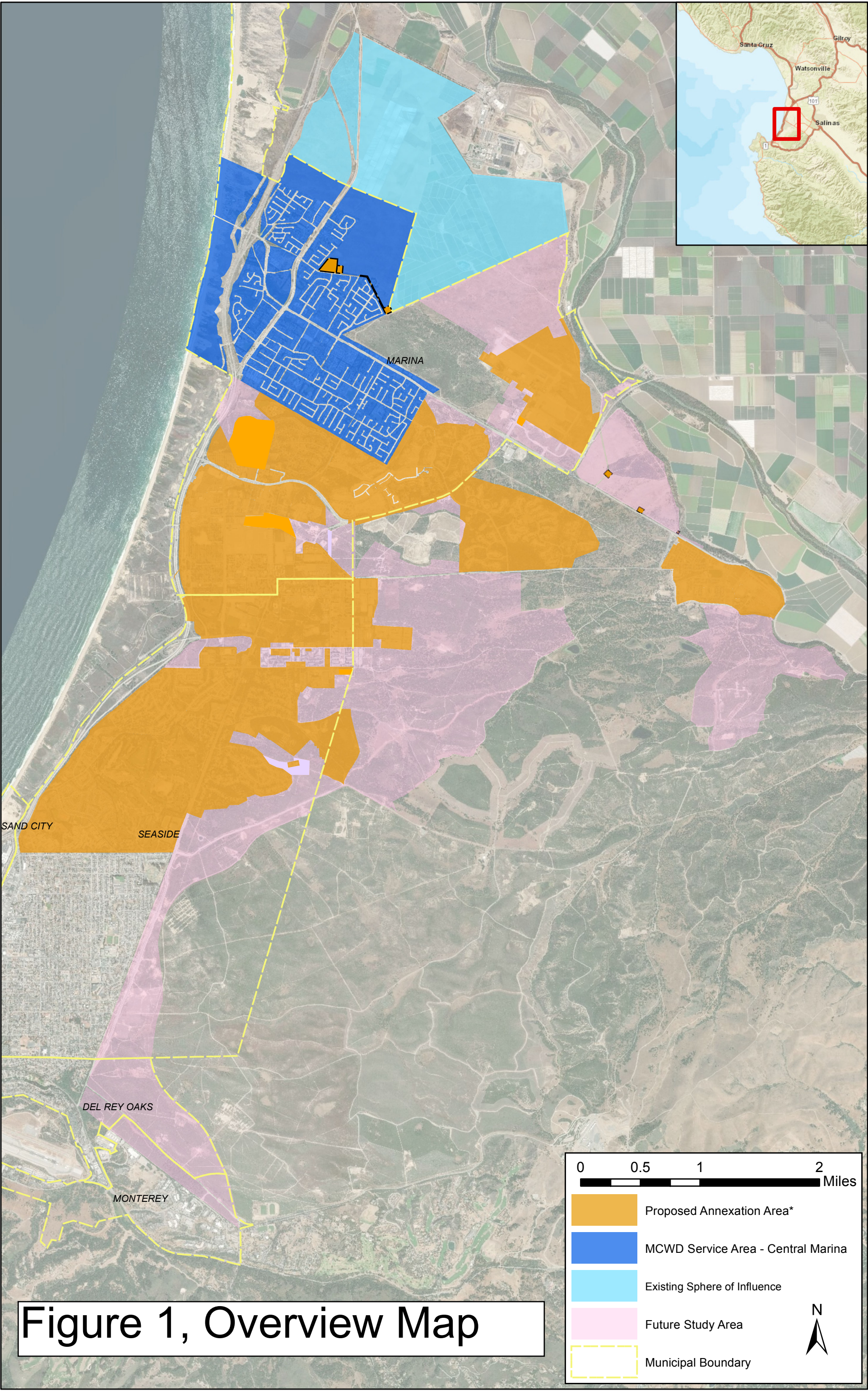
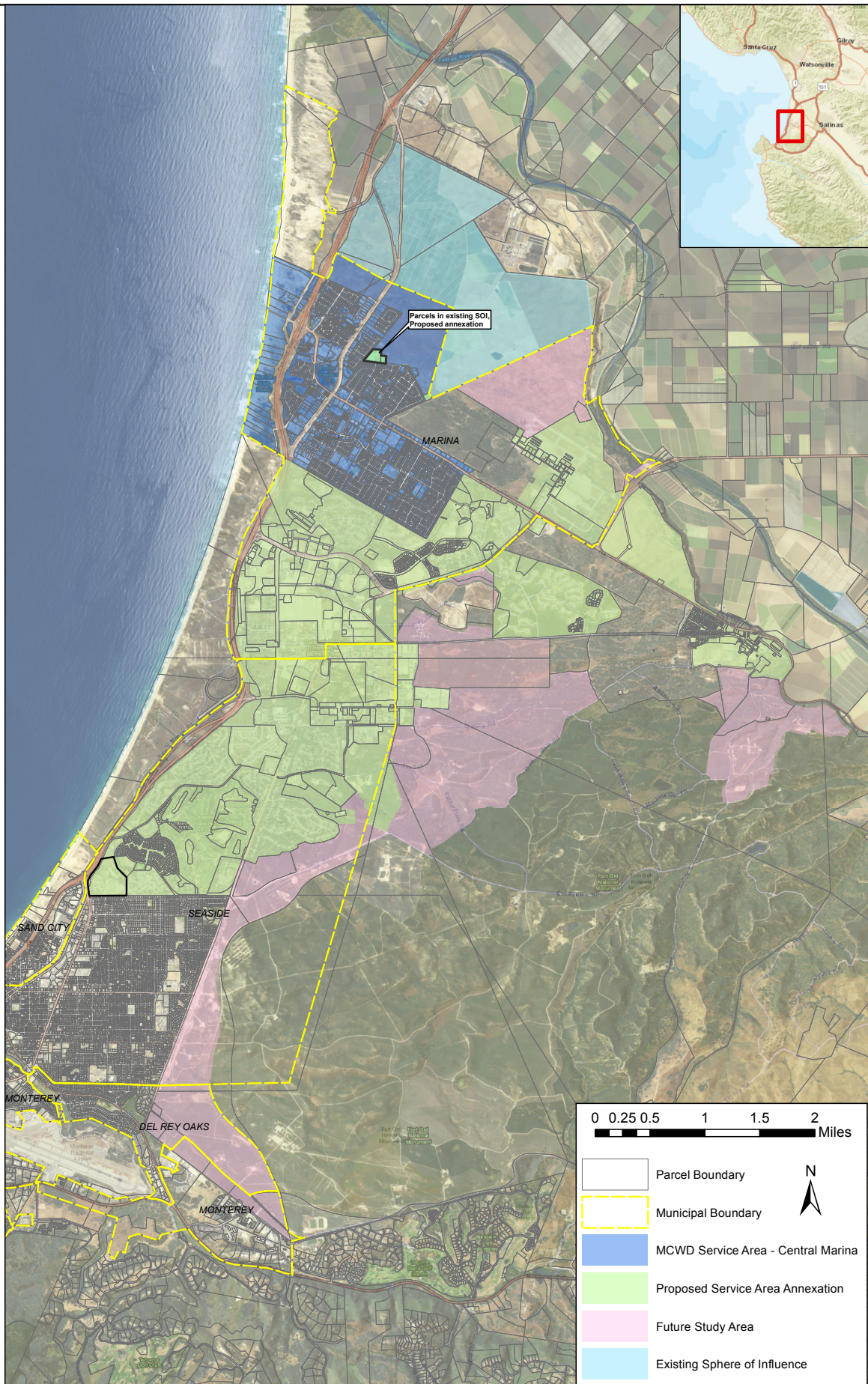


Figure 1, Overview Map



Title:

Proposed Service Area and Sphere of Influence Annexation



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Figure
 2



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.F.

TO: City Council

BY: Craig Malin, City Manager

DATE: April 18, 2019

**SUBJECT: DISCUSS AND CONSIDER ADOPTION OF A RESOLUTION
ENDORSING THE DECLARATION OF A CLIMATE EMERGENCY
AND CALL FOR A GREEN NEW DEAL TO RESTORE A SAFE
CLIMATE**

PURPOSE & RECOMMENDATION

That the City Council discuss and consider adopting the attached resolution endorsing the declaration of a climate emergency and call for a new Green Deal.

BACKGROUND

There is no staff report for this item. Per the Policy, the City Council discussed adding this as an agenda item during the April 4, 2019 City Council meeting, as requested by Council Member Wizard. The draft resolution is attached for discussion purposes.

ATTACHMENTS

1. Draft Resolution
-

Reviewed for Submission to the
City Council by:

A blue ink signature, likely of Craig Malin, is written over a horizontal line.

Craig Malin, City Manager

RESOLUTION NO. 19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ENDORISING THE DECLARATION OF A CLIMATE EMERGENCY AND CALL FOR A GREEN NEW DEAL TO RESTORE A SAFE CLIMATE

WHEREAS, climate change is one of the most critical existential issues threatening long-term human and environmental health, social well-being, and economic vitality; and

WHEREAS, there is broad consensus among scientists that human activity has contributed to increased greenhouse gas emissions, which is the dominant cause of climate change; and

WHEREAS, the effects of climate change will have disastrous impacts on our planet, precipitating warmer global temperatures, elevated sea levels, acidification of the oceans, catastrophic heat waves, diminished biodiversity, intensified storms, prolonged droughts, yearlong wildfires, and shrinking Arctic ice; and

WHEREAS, the Monterey Bay region is especially vulnerable to such environmental impacts, particularly the destruction of our local agriculture industry; and

WHEREAS, climate change is a social justice and equity issue because it disproportionately impacts young people, people of color, immigrants, indigenous communities, low-income individuals, people with disabilities, and those with inadequate or no housing; and

WHEREAS, if unaddressed, the consequences of a changing climate have the potential to harm productivity in key economic sectors such as construction, agriculture, and tourism, saddling future generations with costly economic and environmental burdens, diminished quality of life, and imposing additional costs on local, state, and federal budgets; and

WHEREAS, the call for a Green New Deal addresses the nation's urgent climate change needs and impacts by implementing policies that cultivate equity and justice in its solutions; and

WHEREAS, the threats of climate change and the economic opportunity of a Green New Deal demand the focus and commitment of everyone, including local governments, school boards, special districts, and the private sector; and

WHEREAS, a growing list of Monterey Bay elected leaders, cities, districts, and counties have expressed support for the Green New Deal, calling for the rapid scale-up and conversion to widespread consumption of renewable energy production;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby commits to working constructively to create and support economically viable and broadly supported private and public solutions to study and address the causes and effects of measured changes to our global and regional climates, including mitigation efforts and efforts to balance human activities that have been found to have an impact.

PASSED AND ADOPTED at a <<regular/special>> meeting of the City Council of the City of Seaside duly held on the <<ordinal number>> day of <<month, year>>, by the following vote:

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

Attest: _____
Lesley Milton-Rerig, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, Public Affairs Officer/City Clerk

DATE: April 18, 2019

**SUBJECT: DISCUSS AND CONSIDER APPROVING A LETTER OF SUPPORT
FOR AB1783 (MAYOR OGLESBY)**

PURPOSE & RECOMMENDATION

That the City Council discuss approving a letter of support for AB1783.

BACKGROUND

There is no staff report for this item. Per the Policy, the City Council will discuss whether to agendaize this action at the Special meeting on April 16, 2019. If approved they will discuss and provide direction to staff regarding a letter of support of AB 1783, as requested by Mayor Oglesby. If not approved on the 16th, this agenda item will be removed from the agenda.

FISCAL IMPACT

None associated with this discussion.

ATTACHMENTS

1. AB 1783
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

AMENDED IN ASSEMBLY APRIL 4, 2019
AMENDED IN ASSEMBLY MARCH 28, 2019
AMENDED IN ASSEMBLY MARCH 19, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL

No. 1783

Introduced by Assembly Member Robert Rivas
(Coauthors: Senators Caballero, Durazo, and Wiener)

February 22, 2019

An act to amend Sections 12745, 12760, 12767, 12787, and 65582.1 of, and to add Section 12788 to, the Government Code, and to amend Sections 17008, 17021, 17021.6, 17030, 17035, 17037, 17037.5, 50470, 50517.10, and 50715 of, and to add Sections 17021.8, 17030.10, and 50205 to, the Health and Safety Code, relating to agricultural employee housing.

LEGISLATIVE COUNSEL'S DIGEST

AB 1783, as amended, Robert Rivas. H-2A worker housing: state funding: streamlined approval process for agricultural employee housing development.

(1) Existing federal law governing immigration authorizes the importation of an alien as a nonimmigrant agricultural worker, known as an H-2A worker, if specified requirements are met, including that the employer furnish housing, as provided.

Existing state law establishes various housing programs administered by the Department of Housing and Community Development, including the Joe Serna, Jr. Farmworker Housing Grant Program, pursuant to which the department provides, subject to availability of funds, grants and loans to specified entities for the construction or rehabilitation of

housing for agricultural employees and their families or for the acquisition of manufactured housing, as provided. Existing state law, the California Community Services Block Grant Program, requires the Department of Community Services and Development to administer the federal Community Services Block Grant funds to provide financial assistance for activities designed to have a measurable and potentially major impact on causes of poverty in a community or areas of a community where poverty is a particularly acute problem. Existing law authorizes this funding to assist programs that, among other things, meet the needs of migrant and seasonal farmworkers and their families, such as improved housing and sanitation, including the provision and maintenance of emergency and temporary housing and sanitation facilities.

This bill would prohibit the provision of state funding, as defined, for the purposes of planning, developing, or operating any housing used to comply with the federal law requirement to furnish housing to H-2A workers and would require an employer, as defined, or other recipient of state funding who utilizes state funding for these purposes to reimburse the state or state agency that provided the funding in an amount equal to the amount of that state funding expended for those purposes. The bill would exempt from these provisions any contract or other enforceable agreement pursuant to which the state or a state agency provides funding that was entered into prior to January 1, 2020. The bill would also make various conforming changes to other laws.

(2) The Planning and Zoning Law requires that the housing element of a city's or county's general plan include, among other things, that the housing element of a city's or county's general plan include, among other things, an analysis of any special housing needs, including the needs of, among others, farmworkers. Existing law exempts certain housing developments from conditional use permits and requires those developments to be subject to certain streamlined approval processes, as specified.

Existing law, the Employee Housing Act, requires a person operating employee housing, as defined, to obtain a permit to operate that housing from the agency that enforces the act, which may either be the Department of Housing and Community Development or a city, county, or city and county that assumes responsibility for enforcing the act. The act generally reserves local use zone requirements to local governments except as provided, including requiring a specified streamlined approval process for certain improvements related to employee housing for

agricultural employees. The act also deems employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household to be an agricultural land use and prohibits a local government from requiring a conditional use permit, zoning variance, or other zoning clearance for the employee housing, or from subjecting the employee housing to certain taxes or fees that are not required for other agricultural activity in that zone. A violation of the act is a misdemeanor.

This bill would expand the definition of employee housing under the act to include agricultural employee housing, as defined, and would require the department to be the enforcement agency for agricultural employee housing. The bill would provide that a tenant residing in agricultural employee housing has all rights applicable to a person residing in employee housing under existing provisions, including the California Fair Employment and Housing Act and specified provisions relating to tenant rights. The bill would require the department to establish and administer, as specified, an application and review process for certifying that a person is an affordable housing organization qualified to operate specified agricultural employee housing. The bill also would require the department to establish and maintain a roster of all certified affordable housing organizations. The bill would, as an exception to the provision reserving local use zone requirements to local governments, authorize a development proponent to submit an application for an agricultural employee housing development that is subject to a streamlined, ministerial approval process, as specified, and that is not subject to a conditional use permit if certain requirements are met, including that the agricultural employee housing will be maintained and operated by a qualified affordable housing organization that has been certified by the department and has been issued a permit to operate the agricultural employee housing from the department. The bill would require a local government to notify the development proponent in writing if the local government determines that the development does not meet any of those requirements by a specified time; otherwise, the development would be deemed to comply with those requirements. The bill would authorize a specified local government entity to conduct a design review or public oversight of the development, as provided. The bill would provide that agricultural employee housing approved pursuant to the provision providing for a streamlined, ministerial approval process is not subject to the density limitations otherwise required to be considered an agricultural land use

and exempt from local approval, taxes, and fees, as described above. The bill would also require, as a condition of that approval process, the qualified affordable housing organization and the landowner to obligate themselves and any successors in interest to maintain the affordability of the proposed agricultural employee housing, as specified, for not less than 55 years. If that organization does not continue to operate and maintain the housing for the time period agreed to satisfy that condition, the bill would require the landowner who obtained approval of the housing to select an alternative certified person within 90 days, and would subject the landowner to an unspecified administrative penalty if the landowner fails to do so. By increasing the duties of local officials with respect to the Employee Housing Act, and by expanding the scope of an existing crime with respect to violations of the Employee Housing Act, this bill would impose a state-mandated local program. The bill would make related findings and declarations, and would include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. The bill would make various conforming changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

Because the approval process established by the bill is streamlined and ministerial in nature, the approval of projects subject to this process are exempt from CEQA.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 12745 of the Government Code is
2 amended to read:
- 3 12745. (a) Eligible activities for which financial assistance
4 may be obtained pursuant to this chapter shall be designed to have
5 a measurable and potentially major impact on causes of poverty
6 in the community or those areas of the community where poverty
7 is a particularly acute problem. These activities shall be designed
8 to assist low-income participants to do all the following:
 - 9 (1) Secure and retain meaningful employment.
 - 10 (2) Attain an adequate education.
 - 11 (3) Make better use of available income.
 - 12 (4) Obtain and maintain adequate housing and suitable living
13 environment subject to Section 12788.
 - 14 (5) Obtain emergency assistance through loans or grants to meet
15 immediate and urgent individual and family needs, including the
16 need for health services, nutritious food, housing and
17 employment-related assistance subject to Section 12788.
 - 18 (6) Remove obstacles and solve problems that block the
19 achievement of self-sufficiency.
 - 20 (7) Achieve greater participation in the affairs of the community.
 - 21 (8) Address the needs of youth in low-income communities.
 - 22 (9) Make more effective use of other programs related to the
23 purposes of this chapter.
- 24 (b) Additionally, activities shall be designed to do all of the
25 following:
 - 26 (1) Provide on an emergency basis for the provision of the
27 supplies and services, nutritious foodstuffs, and related services,
28 as may be necessary to counteract conditions of starvation and
29 malnutrition among the poor.
 - 30 (2) Coordinate and establish linkages between governmental
31 and other social services programs to assure the effective delivery
32 of those services to low-income individuals.
 - 33 (3) Encourage the use of entities in the private sector of the
34 community in efforts to ameliorate poverty in the community.

1 (c) Each eligible entity shall, through the local planning process,
2 select and propose for funding the programs or projects that, in its
3 judgment, will produce the maximum impact on its community.

4 (d) Entities eligible for funding under Article 9 (commencing
5 with Section 12775) are limited purpose agencies that need not
6 respond to the broad range of eligible activities but may provide
7 specialized training, technical assistance and support services to
8 enhance the effectiveness of community action programs, migrant
9 and seasonal farmworker programs, and American Indian programs.

10 (e) The department may prescribe statewide priorities among
11 eligible activities or strategies that shall be considered and
12 addressed in the local planning process and described in the
13 community action plan submitted to the state. Each eligible entity
14 shall be authorized to set its own program priorities in conformance
15 to its own determination of local needs.

16 (f) If no other entity in the community provides those services,
17 eligible entities under Article 6 (commencing with Section 12750),
18 Article 7 (commencing with Section 12765), or Article 8
19 (commencing with Section 12770) shall provide a minimum level
20 of services to help the poor receive the benefits for which they are
21 eligible under health, food, income, and housing assistance
22 programs designed to meet the basic survival needs of the poor
23 subject to Section 12788. These services shall include, but shall
24 not be limited to, all of the following:

25 (1) A service to help the poor complete the various required
26 application forms, and, when necessary and possible, to help them
27 gather verification of the contents of completed applications.

28 (2) A service to explain program requirements and client
29 responsibilities in programs serving the poor.

30 (3) A service to provide transportation, when necessary and
31 possible.

32 (4) A service that does all things necessary to make the programs
33 accessible to the poor, so that they may become self-sufficient.

34 (g) Standards of effectiveness to be addressed and attained in
35 setting goals and assessing accomplishments are:

36 (1) Strengthened community capabilities for planning and
37 coordinating so as to insure that available assistance related to the
38 elimination of poverty can be more responsive to local needs and
39 conditions.

1 (2) Better organization of services related to the needs of the
2 poor.

3 (3) Maximum feasible participation of the poor in the
4 development and implementation of all programs and projects
5 designed to serve the poor.

6 (4) Broadened resource base of programs directed to the
7 elimination of poverty so as to include all elements of the
8 community able to influence the quality and quantity of services
9 to the poor.

10 (5) Greater use of new types of services and innovative
11 approaches in attacking causes of poverty, so as to develop
12 increasingly effective methods of employing available resources.

13 (6) Maximum employment opportunity, including opportunity
14 for further occupational training and career development for
15 residents of the area and members of the groups served.

16 (7) Those programmatic and fiscal standards set by the
17 department through regulation that are necessary to enable the
18 department to demonstrate the assurances and certifications it
19 makes to the secretary in the state plan.

20 (h) In administering the California Community Services Block
21 Grant Program, the department shall enforce all the programmatic
22 and fiscal requirements and standards of effectiveness provided
23 by this chapter, except that no eligible entity shall be determined
24 to be out of compliance with programmatic or fiscal requirements
25 established by the department until those requirements and
26 standards are published for review and comment by the eligible
27 entities and until eligible entities are afforded a reasonable
28 opportunity to comply therewith.

29 SEC. 2. Section 12760 of the Government Code is amended
30 to read:

31 12760. Subject to Section 12788, community action agencies
32 funded under this article shall coordinate their plans and activities
33 with other eligible entities funded under Articles 7 (commencing
34 with Section 12765) and 8 (commencing with Section 12770) that
35 serve any part of their communities, so that funds are not used to
36 duplicate particular services to the same beneficiaries and plans
37 and policies affecting all grantees under this chapter are shaped,
38 to the extent possible, so as to be equitable and beneficial to all
39 community agencies and the populations they serve.

1 SEC. 3. Section 12767 of the Government Code is amended
2 to read:

3 12767. Subject to Section 12788, programs assisted under this
4 article may include projects or activities to do any of the following:

5 (a) Meet the immediate needs of migrant and seasonal
6 farmworkers and their families, such as daycare for children and
7 elderly persons, education, health services, improved housing and
8 sanitation, including the provision and maintenance of emergency
9 and temporary housing and sanitation facilities, legal advice and
10 representation, and consumer training and counseling, and
11 assistance in processing applications for legalization and
12 citizenship.

13 (b) Promote increased community acceptance of migrant and
14 seasonal farmworkers and their families.

15 (c) Equip unskilled migrant and seasonal farmworkers and
16 members of their families, as appropriate, through education,
17 training, and developmental programs to meet the changing
18 demands in agricultural employment brought about by
19 technological advancement and economic exigencies, and to take
20 advantage of opportunities available to improve their well-being
21 and self-sufficiency by gaining regular or permanent employment
22 or by participating in available federally assisted employment or
23 training programs.

24 (d) Provide such other services as are permissible under Section
25 12745 with specific focus on the needs of migrant and seasonal
26 farmworkers and their families.

27 SEC. 4. Section 12787 of the Government Code is amended
28 to read:

29 12787. Except as provided in Section 12788, this chapter shall
30 not be construed to prohibit an eligible entity under Article 6
31 (commencing with Section 12750), Article 7 (commencing with
32 Section 12765), or Article 8 (commencing with Section 12770),
33 from applying for state discretionary funds, provided that no
34 discretionary funding received by the eligible entity shall be used
35 to duplicate services funded pursuant to other provisions of this
36 chapter.

37 SEC. 5. Section 12788 is added to the Government Code, to
38 read:

39 12788. (a) On and after January 1, 2020, housing funded
40 pursuant to this chapter shall not include housing used to comply

with the requirement under Section 1188(c)(4) of Title 8 of the United States Code to furnish housing to H-2A workers, as defined in Section 50205 of the Health and Safety Code. A person who receives funds made available pursuant to this chapter on or after January 1, 2020, and expends any of those funds for the purpose of planning, developing, or operating housing described in this article shall reimburse the department or other state agency that provided those funds, as provided in paragraph (2) of subdivision (b) of Section 50205 of the Health and Safety Code.

(b) This section shall not apply to any contract entered into or any financial assistance provided pursuant to this chapter prior to January 1, 2020.

SEC. 6. Section 65582.1 of the Government Code is amended to read:

65582.1. The Legislature finds and declares that it has provided reforms and incentives to facilitate and expedite the construction of affordable housing. Those reforms and incentives can be found in the following provisions:

(a) Housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3).

(b) Extension of statute of limitations in actions challenging the housing element and brought in support of affordable housing (subdivision (d) of Section 65009).

(c) Restrictions on disapproval of housing developments (Section 65589.5).

(d) Priority for affordable housing in the allocation of water and sewer hookups (Section 65589.7).

(e) Least cost zoning law (Section 65913.1).

(f) Density bonus law (Section 65915).

(g) Accessory dwelling units (Sections 65852.150 and 65852.2).

(h) By-right housing, in which certain multifamily housing is designated a permitted use (Section 65589.4).

(i) No-net-loss-in zoning density law limiting downzonings and density reductions (Section 65863).

(j) Requiring persons who sue to halt affordable housing to pay attorney fees (Section 65914) or post a bond (Section 529.2 of the Code of Civil Procedure).

(k) Reduced time for action on affordable housing applications under the approval of development permits process (Article 5 (commencing with Section 65950) of Chapter 4.5).

1 (l) Limiting moratoriums on multifamily housing (Section
2 65858).

3 (m) Prohibiting discrimination against affordable housing
4 (Section 65008).

5 (n) California Fair Employment and Housing Act (Part 2.8
6 (commencing with Section 12900) of Division 3).

7 (o) Community redevelopment law (Part 1 (commencing with
8 Section 33000) of Division 24 of the Health and Safety Code, and
9 in particular Sections 33334.2 and 33413).

10 (p) Streamlining housing approvals during a housing shortage
11 (Section 65913.4).

12 (q) Housing sustainability districts (Chapter 11 (commencing
13 with Section 66200)).

14 (r) Streamlining agricultural employee housing development
15 approvals (Section 17021.8 of the Health and Safety Code).

16 SEC. 7. Section 17008 of the Health and Safety Code is
17 amended to read:

18 17008. (a) "Employee housing," as used in this part, means
19 any portion of any housing accommodation, or property upon
20 which a housing accommodation is located, if all of the following
21 factors exist:

22 (1) The accommodations consist of any living quarters, dwelling,
23 boardinghouse, tent, bunkhouse, maintenance-of-way car,
24 mobilehome, manufactured home, recreational vehicle, travel
25 trailer, or other housing accommodations, maintained in one or
26 more buildings or one or more sites, and the premises upon which
27 they are situated or the area set aside and provided for parking of
28 mobilehomes or camping of five or more employees by the
29 employer.

30 (2) The accommodations are maintained in connection with any
31 work or place where work is being performed, whether or not rent
32 is involved.

33 (b) (1) Except as provided in paragraphs (2) and (3), "employee
34 housing," as used in this part, also includes any portion of any
35 housing accommodation or property upon which housing
36 accommodations are located, if all of the following factors exist:

37 (A) The housing accommodations or property are located in
38 any rural area, as defined by Section 50101.

39 (B) The housing accommodations or property are not maintained
40 in connection with any work or workplace.

1 (C) The housing accommodations or property are provided by
2 someone other than an agricultural employer, as defined in Section
3 1140.4 of the Labor Code.

4 (D) The housing accommodations or property are used by five
5 or more agricultural employees of any agricultural employer or
6 employers for any of the following:

7 (i) Temporary or seasonal residency.

8 (ii) Permanent residency, if the housing accommodation is a
9 mobilehome, manufactured home, travel trailer, or recreational
10 vehicle.

11 (iii) Permanent residency, if the housing accommodation is
12 subject to the State Housing Law and is more than 30 years old
13 and at least 51 percent of the structures in the housing
14 accommodation, or 51 percent of the accommodation if not
15 separated into units, are occupied by agricultural employees.

16 (2) "Employee housing" does not include a hotel, motel, inn,
17 tourist hotel, multifamily dwelling, or single-family house if all
18 of the following factors exist:

19 (A) The housing is offered and rented to nonagricultural
20 employees on the same terms that it is offered and rented to
21 agricultural employees.

22 (B) None of the occupants of the housing are employed by the
23 owner or property manager of the housing or any party with an
24 interest in the housing.

25 (C) None of the occupants of the housing have rent deducted
26 from their wages.

27 (D) The owner or property manager of the housing is not an
28 agricultural employer as defined in Section 1140.4 of the Labor
29 Code, or an agent, as it relates to the housing in question, of an
30 agricultural employer.

31 (E) Negotiation of the terms of occupancy of the housing is
32 conducted between each occupant and the owner of the housing
33 or between each occupant and a manager of the property who is
34 employed by the owner of the housing.

35 (F) The occupants are not required to live in the housing as a
36 condition of employment or of securing employment and the
37 occupants are not referred to live in the housing by the employer
38 of the occupants, the agent of the employer of the occupants, or
39 an agricultural employer as defined in Section 1140.4 of the Labor
40 Code.

1 (G) The housing accommodation was not at any time before
2 January 1, 1984, employee housing as defined in subdivision (a).

3 (3) "Employee housing," as defined by this subdivision, does
4 not include a hotel, motel, inn, tourist hotel, or permanent housing
5 as defined by subdivision (d) of Section 17010, that has not been
6 maintained, before January 1, 1984, or is not maintained on or
7 after that date, as employee housing, as defined in subdivision (a).

8 (c) If at any time before January 1, 1984, a housing
9 accommodation was employee housing, as defined in subdivision
10 (a), and on or after January 1, 1984, was employee housing, as
11 defined in subdivision (b), the owner and operator shall comply
12 with all requirements of this part. The owner and operator of any
13 other housing accommodation which is employee housing pursuant
14 to subdivision (b) shall be subject to the licensing and inspection
15 provisions of this part and shall comply with all other provisions
16 of this part, except that if any portion of the housing
17 accommodation is held out for rent or lease to the general public,
18 the construction and physical maintenance standards of the housing
19 accommodation shall be consistent with the applicable provisions
20 of the State Housing Law, Part 1.5 (commencing with Section
21 17910), the Manufactured Housing Act, Part 2 (commencing with
22 Section 18000); or the Mobilehome Parks Act, Part 2.1
23 (commencing with Section 18200). The owner or operator of the
24 employee housing shall designate all units or spaces which are
25 employee housing, as defined in this subdivision, for the purpose
26 of inspection and licensing by the enforcement agency, subject to
27 confirmation by the enforcement agency, based on all relevant
28 evidence.

29 (d) "Employee housing" does not include employee community
30 housing, as defined by Section 17005.5, that has been granted an
31 exemption pursuant to Section 17031.3; housing, and the premises
32 upon which it is situated, owned by a public entity; or privately
33 owned housing, including ownership by a nonprofit entity, and
34 the premises upon which it is situated, financed with public funds
35 equaling 50 percent or more of the original development or
36 purchase cost.

37 (e) "Employee housing" means the same as "labor camp," as
38 that term may be used in this or other codes and, notwithstanding
39 any local ordinance to the contrary in a general law or charter city,
40 county, or city and county, shall be deemed a residential use if it

1 exists in structures that are single-family houses or apartment
2 houses as those terms are used in the State Housing Law (Part 1.5
3 (commencing with Section 17910)).

4 (f) (1) (A) "Employee housing," as used in this part, also
5 includes agricultural employee housing, as defined in paragraph
6 (B).

7 (B) "Agricultural employee housing" means housing occupied
8 by an employee of an agricultural employer, as defined in Section
9 1140.4 of the Labor Code, or by a farm labor contractor, as defined
10 in Section 1682 of the Labor Code.

11 (2) A tenant residing in agricultural employee housing has all
12 rights applicable to a person residing in employee housing,
13 including the following:

14 (A) The right to file a verified complaint with the Department
15 of Fair Employment and Housing alleging a violation of housing
16 discrimination, or to assert any other right, under the California
17 Fair Employment and Housing Act (Part 2.8 (commencing with
18 Section 12900) of Division 3 of Title 2 of the Government Code).

19 (B) Any protections for tenants or lessees under the Civil Code
20 or the Labor Code, except as otherwise provided in Section
21 17031.6.

22 (C) Any protection or right under the
23 Alatorre-Zenovich-Dunlap-Berman Agricultural Labor Relations
24 Act of 1975 (Part 3.5 (commencing with Section 1140) of Division
25 2 of the Labor Code).

26 SEC. 8. Section 17021 of the Health and Safety Code is
27 amended to read:

28 17021. (a) Except as provided in Sections 17021.5, 17021.6,
29 and 17021.8, local use zone requirements, local fire zones, property
30 line, source of water supply and method of sewage disposal
31 requirements are hereby specifically and entirely reserved to the
32 local jurisdictions.

33 (b) Notwithstanding any other law, with respect to a building
34 permit, grading permit, or other approval from a city or county
35 building department for the rehabilitation of real property
36 improvements that are or will be agricultural employee housing,
37 or from a city or county health department for the operation,
38 construction, or repair of a water system or waste disposal system
39 servicing agricultural employee housing, all of the following
40 processing requirements shall apply:

1 (1) The local building or health department shall have up to 60
2 calendar days to approve or deny a complete application or permit
3 request accompanied by applicable fees, or a shorter time period
4 if required by the Permit Streamlining Act (Chapter 4.5
5 (commencing with Section 65920) of Division 1 of Title 7 of the
6 Government Code). The local building or health department may
7 deny an application or permit request on procedural grounds only
8 if the denial occurs within 30 calendar days and the denial includes
9 an itemization of the procedural defects. The local building or
10 health department may deny an application or permit request on
11 substantive grounds if the denial includes an itemization of all
12 substantive defects.

13 (2) If the local building or health department does not approve
14 or deny the application or permit request within the period
15 prescribed by paragraph (1), then the Department of Housing and
16 Community Development may approve the application or permit
17 request if it determines that the plans are consistent with all
18 applicable building codes and health and safety requirements. At
19 that time, the applicant may initiate any work consistent with the
20 application or permit approved pursuant to this subdivision. Upon
21 completion of the work, any other state or local agency shall accept
22 the improvements as if the local building or health department had
23 approved them. However, if that other local agency identifies any
24 defects that would have resulted in that agency's disapproval of
25 the improvements or plans for improvement, the agency may
26 identify those defects and the applicant shall correct them. The
27 local building or health department shall inspect the plans and
28 improvements prior to and during rehabilitation and issue a
29 certificate of completion if the work is consistent with the plans
30 and all applicable building codes and health and safety
31 requirements.

32 (c) Nothing in this section shall be construed to exempt an
33 application or permit request from complying with the California
34 Environmental Quality Act (Division 13 (commencing with Section
35 21000) of the Public Resources Code).

36 (d) The Department of Housing and Community Development
37 may recover from a local building or health department costs
38 incurred to review an application or permit request in compliance
39 with paragraph (2) of subdivision (b). The amount recoverable

1 may not exceed the applicable plan check fee published by the
2 International Conference of Building Officials.

3 SEC. 9. Section 17021.6 of the Health and Safety Code is
4 amended to read:

5 17021.6. (a) The owner of any employee housing who has
6 qualified or intends to qualify for a permit to operate pursuant to
7 this part may invoke this section.

8 (b) Any employee housing consisting of no more than 36 beds
9 in a group quarters or 12 units or spaces designed for use by a
10 single family or household, or that is approved pursuant to Section
11 17021.8, shall be deemed an agricultural land use for the purposes
12 of this section. For the purpose of all local ordinances, employee
13 housing shall not be deemed a use that implies that the employee
14 housing is an activity that differs in any other way from an
15 agricultural use. No conditional use permit, zoning variance, or
16 other zoning clearance shall be required of this employee housing
17 that is not required of any other agricultural activity in the same
18 zone. The permitted occupancy in employee housing in a zone
19 allowing agricultural uses shall include agricultural employees
20 who do not work on the property where the employee housing is
21 located.

22 (c) Except as otherwise provided in this part, employee housing
23 consisting of no more than 36 beds in a group quarters or 12 units
24 or spaces designed for use by a single family or household, or that
25 is approved pursuant to Section 17021.8, shall not be subject to
26 any business taxes, local registration fees, use permit fees, or other
27 fees to which other agricultural activities in the same zone are not
28 likewise subject. This subdivision does not forbid the imposition
29 of local property taxes, fees for water services and garbage
30 collection, fees for normal inspections, local bond assessments,
31 and other fees, charges, and assessments to which other agricultural
32 activities in the same zone are likewise subject. Neither the State
33 Fire Marshal nor any local public entity shall charge any fee to the
34 owner, operator, or any resident for enforcing fire inspection
35 regulation pursuant to state law or regulations or local ordinance,
36 with respect to employee housing consisting of no more than 36
37 beds in a group quarters or 12 units or spaces designed for use by
38 a single family or household.

39 (d) For the purposes of any contract, deed, or covenant for the
40 transfer of real property, employee housing consisting of no more

1 than 36 beds in a group quarters or 12 units or spaces designed for
2 use by a single family or household, or that is approved pursuant
3 to Section 17021.8, shall be considered an agricultural use of
4 property, notwithstanding any disclaimers to the contrary. For
5 purposes of this section, “employee housing” includes employee
6 housing defined in subdivisions (b) and (c) of Section 17008, even
7 if the housing accommodations or property are not located in a
8 rural area, as defined by Section 50101.

9 (e) The Legislature hereby declares that it is the policy of this
10 state that each county and city shall permit and encourage the
11 development and use of sufficient numbers and types of employee
12 housing facilities as are commensurate with local need. This section
13 shall apply equally to any charter city, general law city, county,
14 city and county, district, and any other local public entity.

15 (f) If any owner who invokes the provisions of this section fails
16 to maintain a permit to operate pursuant to this part throughout
17 the first 10 consecutive years following the issuance of the original
18 certificate of occupancy, both of the following shall occur:

19 (1) The enforcement agency shall notify the appropriate local
20 government entity.

21 (2) The public agency that has waived any taxes, fees,
22 assessments, or charges for employee housing pursuant to this
23 section may recover the amount of those taxes, fees, assessments,
24 or charges from the landowner, less 10 percent of that amount for
25 each year that a valid permit has been maintained.

26 (g) Subdivision (f) shall not apply to an owner of any
27 prospective, planned, or unfinished employee housing facility who
28 has applied to the appropriate state and local public entities for a
29 permit to construct or operate pursuant to this part prior to January
30 1, 1996.

31 SEC. 10. Section 17021.8 is added to the Health and Safety
32 Code, to read:

33 17021.8. (a) A development proponent may submit an
34 application for a development that is subject to a streamlined,
35 ministerial approval process, provided in subdivision (b), and is
36 not subject to a conditional use permit if all of the following
37 requirements are met:

38 (1) The development is located on land zoned for agricultural
39 uses.

1 (2) The development is not located on a site that is any of the
2 following:

3 (A) A coastal zone, as defined in Division 20 (commencing
4 with Section 30000) of the Public Resources Code.

5 (B) Wetlands, as defined in the United States Fish and Wildlife
6 Service Manual, Part 660 FW 2 (June 21, 1993).

7 (C) Within a very high fire hazard severity zone, as determined
8 by the Department of Forestry and Fire Protection pursuant to
9 Section 51178 of the Government Code, or within a high or very
10 high fire hazard severity zone as indicated on maps adopted by
11 the Department of Forestry and Fire Protection pursuant to Section
12 4202 of the Public Resources Code. This subparagraph does not
13 apply to sites excluded from the specified hazard zones by a local
14 agency, pursuant to subdivision (b) of Section 51179 of the
15 Government Code, or sites that have adopted fire hazard mitigation
16 measures pursuant to existing building standards or state fire
17 mitigation measures applicable to the development.

18 (D) A hazardous waste site that is listed pursuant to Section
19 65962.5 of the Government Code or a hazardous waste site
20 designated by the Department of Toxic Substances Control
21 pursuant to Section 25356, unless the Department of Toxic
22 Substances Control has cleared the site for residential use or
23 residential mixed uses.

24 (E) Within a delineated earthquake fault zone as determined by
25 the State Geologist in any official maps published by the State
26 Geologist, unless the development complies with applicable seismic
27 protection building code standards adopted by the California
28 Building Standards Commission under the California Building
29 Standards Law (Part 2.5 (commencing with Section 18901)), and
30 by any local building department under Chapter 12.2 (commencing
31 with Section 8875) of Division 1 of Title 2 of the Government
32 Code.

33 (F) Within a flood plain as determined by maps promulgated
34 by the Federal Emergency Management Agency, unless the
35 development has been issued a flood plain development permit
36 pursuant to Part 59 (commencing with Section 59.1) and Part 60
37 (commencing with Section 60.1) of Subchapter B of Chapter I of
38 Title 44 of the Code of Federal Regulations.

39 (G) Within a floodway as determined by maps promulgated by
40 the Federal Emergency Management Agency, unless the

1 development has received a no-rise certification in accordance
2 with Section 60.3(d)(3) of Title 44 of the Code of Federal
3 Regulations.

4 (H) Lands identified for conservation in an adopted natural
5 community conservation plan pursuant to the Natural Community
6 Conservation Planning Act (Chapter 10 (commencing with Section
7 2800) of Division 3 of the Fish and Game Code), habitat
8 conservation plan pursuant to the federal Endangered Species Act
9 of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural
10 resource protection plan.

11 (I) Lands under conservation easement.

12 (3) The development is an agricultural employee housing
13 development that satisfies both of the following:

14 (A) The agricultural employee housing does not contain
15 dormitory style housing.

16 (B) (i) Except as otherwise provided in clause (ii), the
17 agricultural employee housing will be maintained and operated by
18 a qualified affordable housing organization that has been certified
19 pursuant to Section 17030.10 and that has been issued a permit
20 pursuant to Section 17030. The development proponent shall
21 submit proof of issuance of the qualified affordable housing
22 organization's permit.

23 (ii) In the case of agricultural employee housing that is
24 maintained and operated by a local public housing agency or a
25 multicounty, state, or multistate agency that has been certified as
26 a qualified affordable housing organization as required by this
27 subparagraph, that agency may either directly maintain and operate
28 the agricultural employee housing or contract with another qualified
29 affordable housing organization that has been certified pursuant
30 to Section 17030.10 and that has been issued a permit pursuant to
31 Section 17030 to maintain and operate the agricultural employee
32 housing.

33 (4) The qualified affordable housing organization and the
34 landowner shall obligate themselves and any successors in interest
35 to maintain the affordability of the proposed agricultural employee
36 housing for agricultural employees for not less than 55 years. *For*
37 *purposes of this paragraph, "affordability" means the agricultural*
38 *housing is made available at an affordable housing cost, as defined*
39 *in Section 50052.5, to lower-income households, as defined in*
40 *Section 50079.5.*

1 (5) The agricultural employee housing is not ineligible for state
2 funding pursuant to paragraph (1) of subdivision (b) of Section
3 50205.

4 (b) (1) If a local government determines that a development
5 submitted pursuant to this section does not meet any of the
6 requirements specified in subdivision (a), the local government
7 shall provide the development proponent written documentation
8 of which requirement or requirements the development does not
9 satisfy and an explanation for the reason or reasons the
10 development does not satisfy the requirement or requirements, as
11 follows:

12 (A) Within 60 days of submission of the development to the
13 local government pursuant to this section if the development
14 contains 150 or fewer housing units.

15 (B) Within 90 days of submission of the development to the
16 local government pursuant to this section if the development
17 contains more than 150 housing units.

18 (2) If the local government fails to provide the required
19 documentation pursuant to paragraph (1), the development shall
20 be deemed to satisfy the requirements specified in subdivision (a).

21 (c) The local government's planning commission or an
22 equivalent board or commission responsible for review and
23 approval of development projects, or the city council or board of
24 supervisors, as appropriate, may conduct a design review or public
25 oversight of the development. The design review or public
26 oversight shall be objective and be strictly focused on assessing
27 compliance with criteria required for streamlined projects, as well
28 as any reasonable objective design standards published and adopted
29 by ordinance or resolution by a local jurisdiction before submission
30 of a development application, and shall be broadly applicable to
31 development within the jurisdiction. For purposes of this
32 subdivision, "objective design standards" mean standards that
33 involve no personal or subjective judgment by a public official
34 and are uniformly verifiable by reference to an external and
35 uniform benchmark or criterion available and knowable by both
36 the development applicant or proponent and the public official
37 prior to submission. The design review or public oversight shall
38 be completed as follows and shall not in any way inhibit, chill, or
39 preclude the ministerial approval provided by this section or its
40 effect, as applicable:

1 (1) Within 90 days of submission of the development to the
2 local government pursuant to this section if the development
3 contains 150 or fewer housing units.

4 (2) Within 180 days of submission of the development to the
5 local government pursuant to this section if the development
6 contains more than 150 housing units.

7 (d) A development that is approved pursuant to this section shall
8 not be subject to the density limits specified in Section 17021.6
9 in order to constitute an agricultural land use for purposes of that
10 section.

11 (e) The Legislature hereby declares that it is the policy of this
12 state that each county and city shall permit and encourage the
13 development and use of sufficient numbers and types of agricultural
14 employee housing as are commensurate with local need. The
15 Legislature further finds and declares that this section addresses
16 a matter of statewide concern rather than a municipal affair as that
17 term is used in Section 5 of Article XI of the California
18 Constitution. Therefore, this section applies to all cities, including
19 charter cities.

20 SEC. 11. Section 17030 of the Health and Safety Code is
21 amended to read:

22 17030. (a) A person operating employee housing shall obtain
23 a permit to operate that employee housing from the enforcement
24 agency, unless otherwise exempted by this part. It shall be unlawful
25 for a person to operate employee housing without a valid permit
26 to operate issued by the enforcement agency, as required by this
27 part. Permits to operate shall be issued annually by the enforcement
28 agency, except as provided in this section and Section 17030.5.

29 (b) Employee housing on a dairy farm which meets the
30 requirements of Section 32505 of the Food and Agricultural Code,
31 consisting only of permanent single-family employee housing,
32 may be exempted from the requirement of obtaining a permit to
33 operate employee housing, as provided in Section 17031. This
34 housing shall meet the requirements of the State Housing Law
35 before an exemption is granted.

36 (c) A permit to operate shall be valid from the date of issuance
37 through December 31 of the year of issuance, or December 31 of
38 the year designated by the enforcement agency for permanent
39 single-family employee housing. Permits to operate employee

1 housing may prescribe conditions on the use or occupancy of the
2 employee housing.

3 (d) The Department of Housing and Community Development
4 shall be the enforcement agency for employee housing owned or
5 operated by a railroad corporation.

6 (e) The Department of Housing and Community Development
7 shall be the enforcement agency for agricultural employee housing.

8 SEC. 12. Section 17030.10 is added to the Health and Safety
9 Code, to read:

10 17030.10. (a) The department shall establish an application
11 and review process for certifying that a person is an affordable
12 housing organization qualified to operate agricultural employee
13 housing that is approved pursuant to Section 17021.8.

14 (b) A person desiring certification as a qualified affordable
15 housing organization may, in the form and manner prescribed by
16 the department, submit an application to the department. The
17 department shall review an application so submitted, and shall
18 certify the person as a qualified affordable housing organization
19 if the following requirements are satisfied:

20 (1) The applicant has demonstrated relevant prior experience
21 in California and current capacity, as capable of operating the
22 housing and related facilities for its remaining useful life, either
23 by itself or through a management agent.

24 (2) The applicant is one of the following:

25 (A) A not-for-profit corporation organized pursuant to Division
26 2 (commencing with Section 5000) of Title 1 of the Corporations
27 Code that satisfies both of the following:

28 (i) The not-for-profit corporation has as its principal purpose
29 the ownership, development, or management of housing or
30 community development projects for persons and families of low
31 or moderate income and very low income.

32 (ii) The not-for-profit corporation has a broadly representative
33 board, a majority of whose members are community based and
34 have a proven track record of local community service.

35 (B) A local public housing agency. For purposes of this
36 subdivision, "local public housing agency" means a housing
37 authority, redevelopment agency, or any other agency of a city,
38 county, or city and county, whether general law or chartered, that
39 is authorized to own, develop, or manage housing or community

1 development projects for persons and families of low or moderate
2 income and very low income.

3 (C) A not-for-profit, charitable corporation organized on a
4 multicounty, state, or multistate basis that satisfies both of the
5 following:

6 (i) The charitable corporation has as its principal purpose the
7 ownership, development, or management of housing or community
8 development projects for persons and families of low or moderate
9 income and very low income.

10 (ii) The charitable corporation owns or operates at least three
11 comparable rent- and income-restricted affordable rental properties
12 governed under a regulatory agreement with a department or
13 agency of the State of California or the United States, either directly
14 or by serving as the managing general partner of limited
15 partnerships or managing member of limited liability corporations.

16 (D) A multicounty, state, or multistate agency that satisfies both
17 of the following:

18 (i) The agency is authorized to own, develop, or manage housing
19 or community development projects for persons and families of
20 low or moderate income and very low income.

21 (ii) The agency owns and operates at least three comparable
22 rent- and income-restricted affordable rental properties governed
23 under a regulatory agreement with a department or agency of the
24 State of California or the United States, either directly or by serving
25 as the managing general partner of limited partnerships or
26 managing member of limited liability corporations.

27 (E) Any other not-for-profit organization that the department
28 determines, by regulation, is sufficiently similar to any of the
29 organizations described in this paragraph.

30 (3) Except for local public housing agencies with elected
31 legislative bodies, the applicant does not have a member among
32 its officers or directorate with a financial interest in an agricultural
33 employer, as defined in Section 1140.4 of the Labor Code, or a
34 farm labor contractor, as defined in Section 1682 of the Labor
35 Code.

36 SEC. 13. Section 17035 of the Health and Safety Code is
37 amended to read:

38 17035. (a) The department shall establish and maintain a roster
39 of all employee housing having a valid permit to operate.

1 (b) The department shall establish and maintain a roster of all
2 affordable housing organizations certified pursuant to Section
3 17030.10.

4 SEC. 14. Section 17037 of the Health and Safety Code is
5 amended to read:

6 17037. A person, or the agent or officer thereof, constructing,
7 operating, or maintaining employee housing shall comply with the
8 requirements of this part, with building standards published in the
9 State Building Standards Code relating to employee housing, and
10 with the other regulations adopted pursuant to this part.

11 (a) A person operating or maintaining employee housing without
12 first having obtained a permit to operate from the enforcement
13 agency shall pay double the fees prescribed for the permit to
14 operate the employee housing.

15 (b) A person found for a second or subsequent time within a
16 five-year period to be operating or maintaining employee housing
17 without first having obtained a permit to operate from the
18 enforcement agency shall pay 10 times the fees prescribed for the
19 permit to operate the employee housing. The two or more violations
20 referenced in this paragraph may be with regard either to the same
21 enforcement agency or to two or more different enforcement
22 agencies.

23 (c) Notwithstanding Section 17061, a landowner who obtained
24 approval of an agricultural employee housing development
25 pursuant to Section 17021.8 shall be subject to an administrative
26 penalty issued by the department if the landowner fails to select
27 an alternative certified person to operate and maintain the
28 agricultural employee housing development as required by
29 subdivision (c) of Section 17037.5.

30 SEC. 15. Section 17037.5 of the Health and Safety Code is
31 amended to read:

32 17037.5. (a) A person who ceases to operate or maintain
33 employee housing that is subject to the permit requirement pursuant
34 to this part shall complete and submit annually a Certificate of
35 Non-Operation to the enforcement agency. The Certificate of
36 Non-Operation shall be submitted for two years following the
37 discontinuation of the use of any area on the property as employee
38 housing. The Certificate of Non-Operation shall attest under
39 penalty of perjury that the employee housing has been destroyed,

1 or is no longer owned or operated, or has not been and shall not
2 be occupied by five or more employees during the calendar year.

3 (b) The Certificate of Non-Operation shall include the owner's
4 name and address, the operator's name and address, the employee
5 housing name and location, the maximum number of employees
6 who have occupied or shall occupy the employee housing during
7 the calendar year, and any other information considered relevant
8 by the enforcement agency. The Certificate of Non-Operation shall
9 be completed and submitted to the enforcement agency no later
10 than 30 calendar days after the enforcement agency provides the
11 form to the owner or operator.

12 (c) If a certified person's permit required by Section 17030
13 expires or the certified person is otherwise unable or unwilling to
14 continue to operate and maintain an agricultural employee housing
15 that was approved pursuant to Section 17021.8 for the agreed time
16 period as required by Section 17021.8, the landowner who obtained
17 that approval within 90 days of the certified person's ceasing
18 operation and maintenance of the agricultural employee housing,
19 shall select an alternative certified affordable housing organization
20 to operate and maintain the agricultural employee housing.

21 SEC. 16. Section 50205 is added to the Health and Safety Code,
22 to read:

23 50205. (a) As used in this section:

24 (1) "Employer" means a person who has petitioned, or will
25 petition, to import an H-2A worker pursuant to Section 1188 of
26 Title 8 of the United States Code to work on the employer's
27 agricultural land.

28 (2) "H-2A worker" means a nonimmigrant alien as described
29 in Section 1101(a)(15)(H)(ii)(a) of Title 8 of the United States
30 Code employed to work for an employer.

31 (3) "State funding" means any provision of moneys or other
32 financial assistance provided by the state or a state agency,
33 including, but not limited to, grants, loans, and write-downs of
34 land costs, but does not include any allocation of federal or state
35 low-income housing tax credits pursuant to Chapter 3.6
36 (commencing with Section 50199.4) of this part or Sections 12206,
37 17058, or 23610.5 of the Revenue and Taxation Code.

38 (b) (1) Notwithstanding any other law and subject to paragraph
39 (2), state funding shall not be provided for the purposes of
40 planning, developing, or operating any housing used to comply

1 with the requirement under Section 1188(c)(4) of Title 8 of the
2 United States Code to furnish housing to H-2A workers.

3 (2) Any employer or other recipient of state funding who utilizes
4 state funding for the purposes described in paragraph (1) shall
5 reimburse the state or state agency that provided the funding in an
6 amount equal to the amount of that state funding expended for
7 those purposes.

8 (3) This subdivision shall not apply to any contract or other
9 enforceable agreement pursuant to which the state or a state agency
10 provides state funding that was entered into prior to January 1,
11 2020.

12 SEC. 17. Section 50470 of the Health and Safety Code is
13 amended to read:

14 50470. (a) (1) There is hereby created in the State Treasury
15 the Building Homes and Jobs Trust Fund. All interest or other
16 increments resulting from the investment of moneys in the fund
17 shall be deposited in the fund, notwithstanding Section 16305.7
18 of the Government Code.

19 (2) Moneys in the Building Homes and Jobs Trust Fund shall
20 not be subject to transfer to any other fund pursuant to any
21 provision of Part 2 (commencing with Section 16300) of Division
22 4 of Title 2 of the Government Code, except to the Surplus Money
23 Investment Fund.

24 (b) Moneys in the Building Homes and Jobs Trust Fund shall
25 be appropriated either through the annual Budget Act, or as
26 provided in this subdivision, in accordance with the following:

27 (1) Moneys collected on and after January 1, 2018, and until
28 December 31, 2018, shall, upon appropriation by the Legislature,
29 be allocated as follows:

30 (A) Fifty percent of deposits into the fund shall be made
31 available for local governments to update planning documents and
32 zoning ordinances in order to streamline housing production,
33 including, but not limited to, general plans, community plans,
34 specific plans, sustainable communities strategies, and local coastal
35 programs. Eligible uses also include new environmental analyses
36 that eliminate the need for project-specific review and local process
37 updates that improve and expedite local permitting.

38 (i) Five percent of the funds specified by this subparagraph shall
39 be available for technical assistance to jurisdictions updating
40 specified planning documents. Technical assistance shall be

1 provided by the department and the Governor's Office of Planning
2 and Research.

3 (ii) The funds to be allocated pursuant to this subparagraph shall
4 be held by the department until a local government submits a
5 request for use. The request shall include a description of the
6 proposed use of the funds in the interest of accelerating housing
7 production. The proposed use of these funds shall be included in
8 the local government's funding plan and annual reports pursuant
9 to subclauses (II) and (III) of clause (ii) of subparagraph (B) of
10 paragraph (2). Any of these funds not allocated by the department
11 within the first two years that those funds are available shall be
12 made available by the department for the Multifamily Housing
13 Program (Chapter 6.7 (commencing with Section 50675)).

14 (B) Fifty percent of deposits into the fund shall be made
15 available to the department to assist persons experiencing or at
16 risk of homelessness, including, but not limited to, providing rapid
17 rehousing, rental assistance, navigation centers, and the new
18 construction, rehabilitation, and preservation of permanent and
19 transitional rental housing.

20 (C) The department shall ensure geographic equity in the
21 distribution and expenditure of funds allocated pursuant to this
22 paragraph.

23 (2) Moneys collected on and after January 1, 2019, shall be
24 allocated as follows:

25 (A) Twenty percent of all moneys in the fund shall, upon
26 appropriation by the Legislature, be expended for affordable
27 owner-occupied workforce housing.

28 (B) (i) Seventy percent of moneys deposited in the fund shall,
29 upon appropriation by the Legislature, be made available to local
30 governments as follows:

31 (I) Ninety percent of the moneys specified in this subparagraph
32 shall be allocated based on the formula specified in Section 5306
33 of Title 42 of the United States Code, in accordance with the
34 distribution of funds pursuant to that formula for the federal Fiscal
35 Year 2017, except that the portion allocated to nonentitlement
36 areas pursuant to that section shall be distributed through a
37 competitive grant program, administered by the department, as
38 follows:

39 (ia) The department shall award priority points to a county that
40 has a population of 200,000 or less within the unincorporated areas

1 of the county, to a local government that did not receive an award
2 based on the formula specified in Section 5306 of Title 42 of the
3 United States Code in 2016, and to a local government that pledges
4 to use the money awarded pursuant to a competitive grant under
5 this subclause to assist persons experiencing or at risk of
6 homelessness, including, but not limited to, providing rapid
7 rehousing, rental assistance, navigation centers, and the new
8 construction, rehabilitation, and preservation of permanent and
9 transitional rental housing.

10 (ib) Moneys awarded to a local government pursuant to the
11 competitive grant program shall be used for the purposes specified
12 in subparagraph (D).

13 (II) The remaining 10 percent of the moneys specified in this
14 subparagraph shall be allocated equitably among local jurisdictions
15 that are nonentitlement areas pursuant to the formula specified in
16 Section 5306 of Title 42 of the United States Code for federal
17 Fiscal Year 2017.

18 (ii) To receive moneys pursuant to this subparagraph, local
19 governments shall document minimum standards including the
20 following:

21 (I) Submit a plan to the department detailing the manner in
22 which allocated funds will be used by the local government in a
23 manner consistent with this paragraph and to meet the local
24 government's unmet share of the regional housing needs allocation.

25 (II) Have a compliant housing element with the state and submit
26 a current annual report pursuant to Section 65400 of the
27 Government Code.

28 (III) Submit an annual report to the department that provides
29 ongoing tracking of the uses and expenditures of any allocated
30 funds.

31 (IV) Funds may be expended for the uses listed in subparagraph
32 (D). Two or more local governments that receive an allocation
33 pursuant to this subparagraph may expend those moneys on a joint
34 project that is an authorized use under subparagraph (D).

35 (V) Prioritize investments that increase the supply of housing
36 to households that are at or below 60 percent of area median
37 income, adjusted for household size.

38 (VI) If a local government does not have a documented plan to
39 expend the moneys allocated to it pursuant to this subparagraph
40 within five years of that allocation, those moneys shall be exempt

1 from the allocation requirements in this paragraph and shall revert
2 to, and be paid and deposited in, the Housing Rehabilitation Loan
3 Fund established pursuant to Section 50661 to be used for the
4 Multifamily Housing Program (Chapter 6.7 (commencing with
5 Section 50675)) or for technical assistance for local governments.

6 (VII) A local government may petition the department to return
7 any moneys allocated to it pursuant to this subparagraph. Any
8 moneys returned pursuant to this clause shall be used for the
9 Multifamily Housing Program (Chapter 6.7 (commencing with
10 Section 50675)).

11 (C) Thirty percent of moneys deposited in the fund shall be
12 made available to the department for use as follows:

13 (i) Five percent of the moneys deposited in the fund shall, upon
14 appropriation by the Legislature, be used for state incentive
15 programs, including loans and grants administered by the
16 department. If the department receives insufficient funding
17 applications for incentive programs financed pursuant to this
18 clause, the department shall make those funds available for the
19 Multifamily Housing Program (Chapter 6.7 (commencing with
20 Section 50675)).

21 (ii) (I) Subject to subclause (II), 10 percent of the moneys
22 deposited in the fund shall, upon appropriation by the Legislature,
23 be used to address affordable homeownership and rental housing
24 opportunities for agricultural workers and their families.

25 (II) On and after January 1, 2020, housing funded pursuant to
26 this clause shall not include housing used to comply with the
27 requirement under Section 1188(c)(4) of Title 8 of the United
28 States Code to furnish housing to H-2A workers, as defined in
29 Section 50205. A person who receives funds made available
30 pursuant to this clause on or after January 1, 2020, and expends
31 any of those funds for the purpose of planning, developing, or
32 operating housing described in this subclause shall reimburse the
33 department or other state agency that provided those funds, as
34 provided in paragraph (2) of subdivision (b) of Section 50205.
35 *This subclause shall not apply to any contract entered into or any*
36 *financial assistance provided pursuant to this clause prior to*
37 *January 1, 2020.*

38 (iii) Fifteen percent of the moneys deposited in the fund shall,
39 notwithstanding any other provision of this section or Section
40 13340 of the Government Code, be continuously appropriated to

1 the California Housing Finance Agency for the purpose of creating
2 mixed income multifamily residential housing for lower to
3 moderate income households pursuant to Chapter 6.7 (commencing
4 with Section 51325) of Part 3.

5 (D) The moneys in the fund allocated to local governments may
6 be expended for the following purposes:

7 (i) The predevelopment, development, acquisition, rehabilitation,
8 and preservation of multifamily, residential live-work, rental
9 housing that is affordable to extremely low, very low, low-, and
10 moderate-income households, including necessary operating
11 subsidies.

12 (ii) Affordable rental and ownership housing that meets the
13 needs of a growing workforce earning up to 120 percent of area
14 median income, or 150 percent of area median income in high-cost
15 areas.

16 (iii) Matching portions of funds placed into local or regional
17 housing trust funds.

18 (iv) Matching portions of funds available through the Low and
19 Moderate Income Housing Asset Fund pursuant to subdivision (d)
20 of Section 34176 of the Health and Safety Code.

21 (v) Capitalized reserves for services connected to the creation
22 of new permanent supportive housing, including, but not limited
23 to, developments funded through the Veterans Housing and
24 Homelessness Prevention Bond Act of 2014.

25 (vi) Assisting persons who are experiencing or at risk of
26 homelessness, including providing rapid rehousing, rental
27 assistance, navigation centers, emergency shelters, and the new
28 construction, rehabilitation, and preservation of permanent and
29 transitional housing.

30 (vii) Accessibility modifications.

31 (viii) Efforts to acquire and rehabilitate foreclosed or vacant
32 homes.

33 (ix) Homeownership opportunities, including, but not limited
34 to, downpayment assistance.

35 (x) Fiscal incentives or matching funds to local agencies that
36 approve new housing for extremely low, very low, low-, and
37 moderate-income households.

38 (3) A state or local entity that receives an appropriation or
39 allocation pursuant to this chapter shall use no more than 5 percent
40 of that appropriation or allocation for costs related to the

1 administration of the housing program for which the appropriation
2 or allocation was made.

3 (c) Both of the following shall be paid and deposited in the fund:

4 (1) Any moneys appropriated and made available by the
5 Legislature for purposes of the fund.

6 (2) Any other moneys that may be made available to the
7 department for the purposes of the fund from any other source or
8 sources.

9 (d) In consultation with stakeholders, the department may adopt
10 guidelines to implement this section, including to determine
11 allocation methodologies. Any guideline, rule, policy, or standard
12 of general application employed by the department in implementing
13 this chapter shall not be subject to the requirements of the
14 Administrative Procedure Act (Chapter 3.5 (commencing with
15 Section 11340) of Part 1 of Division 3 of Title 2 of the Government
16 Code).

17 SEC. 18. Section 50517.10 of the Health and Safety Code is
18 amended to read:

19 50517.10. (a) In addition to the purposes specified in
20 subdivision (a) of Section 50517.5 and except as otherwise
21 provided in subdivision (b), the department may make grants and
22 loans under the Joe Serna, Jr. Farmworker Housing Grant Program
23 to local public entities and nonprofit corporations in order to
24 establish capitalized operating reserves for short-term occupancy
25 housing for migrant farmworker households, purchase land for,
26 and construct, housing structures for short-term occupancy by
27 migrant farmworker households, lease or purchase existing
28 structures for short-term occupancy by migrant farmworker
29 households, and, where the department determines that
30 extraordinary or emergency circumstances exist, directly rent or
31 lease housing for short-term occupancy by migrant farmworker
32 households.

33 (b) (1) Notwithstanding any other provision of this chapter,
34 except as provided in paragraph (2), the department shall not make
35 grants or loans under the Joe Serna, Jr. Farmworker Housing Grant
36 Program on or after January 1, 2020, for the purpose of planning,
37 developing, or operating housing used to comply with the
38 requirement under Section 1188(c)(4) of Title 8 of the United
39 States Code to furnish housing to H-2A workers, as provided in
40 subdivision (b) of Section 50205. A person who receives any grant

1 or loan under the Joe Serna, Jr. Farmworker Housing Grant
2 Program on or after January 1, 2020, and expends any of those
3 funds for any purpose described in this subdivision shall reimburse
4 the department as provided in paragraph (2) of subdivision (b) of
5 Section 50205.

6 (2) This subdivision shall not apply to any contract entered into
7 or any grant or loan provided pursuant to the Joe Serna, Jr.
8 Farmworker Housing Grant Program prior to January 1, 2020.

9 SEC. 19. Section 50715 of the Health and Safety Code is
10 amended to read:

11 50715. (a) Housing operated pursuant to this chapter may be
12 used for the purposes set forth in Chapter 11.5 (commencing with
13 Section 50800), provided that no funds appropriated for the
14 purposes of this chapter shall be used for the operation or
15 administration of this housing as emergency shelter pursuant to
16 Chapter 11.5, and provided further that this housing may be made
17 available as emergency shelter pursuant to Chapter 11.5 only during
18 the months of November to March, inclusive.

19 (b) (1) Notwithstanding any other provision of this chapter,
20 except as provided in paragraph (2), housing operated pursuant to
21 this chapter shall not include any housing used to comply with the
22 requirement under Section 1188(c)(4) of Title 8 of the United
23 States Code to furnish housing to H-2A workers, as defined in
24 Section 50205. The department or a city, county, or other local
25 agency shall not enter into any contract pursuant to Section 50710
26 or 50712, respectively, or provide any financial assistance under
27 this chapter on or after January 1, 2020. A person who receives
28 financial assistance under this chapter on or after January 1, 2020,
29 and expends any of those funds for any purpose described in this
30 subdivision shall reimburse the department as provided in
31 paragraph (2) of subdivision (b) of Section 50205.

32 (2) This subdivision shall not apply to any contract entered into
33 or any financial assistance provided pursuant to this chapter prior
34 to January 1, 2020.

35 SEC. 20. No reimbursement is required by this act pursuant to
36 Section 6 of Article XIII B of the California Constitution because
37 a local agency or school district has the authority to levy service
38 charges, fees, or assessments sufficient to pay for the program or
39 level of service mandated by this act or because costs that may be
40 incurred by a local agency or school district will be incurred

1 because this act creates a new crime or infraction, eliminates a
2 crime or infraction, or changes the penalty for a crime or infraction,
3 within the meaning of Section 17556 of the Government Code, or
4 changes the definition of a crime within the meaning of Section 6
5 of Article XIII B of the California Constitution.

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