



# CITY OF ATASCADERO CITY COUNCIL AGENDA

## **HYBRID MEETING INFORMATION:**

The City Council meeting will be available via teleconference for those who wish to participate remotely. The City Council meeting will also be held in the City Council Chambers and in-person attendance will be available at that location.

## **HOW TO OBSERVE THE MEETING REMOTELY:**

To participate remotely, residents can livestream the meeting on [Zoom](#), SLO-SPAN.org, on Spectrum cable Channel 20 in Atascadero, and listen live on KPRL Radio 1230AM and 99.3FM. The video recording of the meeting will repeat daily on Channel 20 at 1:00 am, 9:00 am, and 6:00 pm and will be available through the City's website and on the City's YouTube Channel. To participate remotely using the Zoom platform please visit:

[https://us02web.zoom.us/webinar/register/WN\\_ZwJ7a031S3KXauEym9ehaA](https://us02web.zoom.us/webinar/register/WN_ZwJ7a031S3KXauEym9ehaA)

## **HOW TO SUBMIT PUBLIC COMMENT:**

Public comment may be provided in-person or remotely. Call **(669) 900-6833** (Meeting ID: 889 2347 9018) to listen and provide public comment via phone or via the [Zoom](#) platform using the link above.

*Note that the Zoom participation option is provided to the public as a courtesy in order to facilitate participation. The City does not, however, guarantee that meeting participation will be available via Zoom. If Zoom participation is not enabled, or turned off, the meeting will continue with public attendance in-person only.*

Written public comments are accepted at [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org). **Comments should identify the Agenda Item Number in the subject line of the email.** Such comments will be forwarded to the City Council and made a part of the administrative record. **To ensure distribution to the City Council before consideration of an item, please submit comments not later than 12:00 p.m. the day of the meeting.** All correspondence will be distributed to the City Council, posted on the City's website, and be made part of the official public record of the meeting. **Please note, comments will not be read into the record.** Please be aware that communications sent to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under applicable law. Communications will not be edited for redactions and will be printed/posted as submitted.

## **AMERICAN DISABILITY ACT ACCOMMODATIONS:**

Any member of the public who needs accommodations should contact the City Clerk's Office at [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org) or by calling 805-470-3400 at least 48 hours prior to the meeting or time when services are needed. The City will use their best efforts to provide reasonable accommodations to afford as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests.

## **DISCLOSURE OF CAMPAIGN CONTRIBUTIONS:**

Pursuant to Government Code § 84308, City Council Members are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the City Council Member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the City's decision on the agenda item since January 1, 2023. Members of the City Council who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a City Council Member since January 1, 2023, are required to disclose that fact for the official record of the subject proceedings. Disclosures must include the amount of the campaign contribution and identify the recipient City Council Member and may be made either in writing to the City Clerk before the agenda item or by verbal disclosure during consideration.

City Council agendas and minutes may be viewed on the City's website:

[www.atascadero.org/agendas](http://www.atascadero.org/agendas)

Copies of the staff reports or other documentation relating to each item of business referred to on the Agenda are on file in the office of the City Clerk and are available for public inspection on our website, [www.atascadero.org](http://www.atascadero.org). Contracts, Resolutions and Ordinances will be allocated a number once they are approved by the City Council. The Minutes of this meeting will reflect these numbers. All documents submitted by the public during Council meetings that are made a part of the record or referred to in their statement will be noted in the Minutes and available for review by contacting the City Clerk's office. All documents will be available for public inspection by appointment during City Hall business hours.



# **CITY OF ATASCADERO CITY COUNCIL**

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## **AGENDA**

**Tuesday, December 12, 2023**

**City Hall Council Chambers, Fourth Floor  
6500 Palma Avenue, Atascadero, California**

<b><u>City Council Regular Session:</u></b>
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<b>6:00 P.M.</b>
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**REGULAR SESSION – CALL TO ORDER: 6:00 P.M.**

**PLEDGE OF ALLEGIANCE:** Council Member Dariz

**ROLL CALL:**  
Mayor Moreno  
Mayor Pro Tem Funk  
Council Member Bourbeau  
Council Member Dariz  
Council Member Newsom

**APPROVAL OF AGENDA:** Roll Call

Recommendation: Council:

1. Approve this agenda.
2. Waive the reading in full of all ordinances appearing on this agenda; titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

**CLOSED SESSION – REPORT (IF ANY)**

- a. **November 14, 2023**
- b. **November 28, 2023**
- c. **December 4, 2023**

**A. CONSENT CALENDAR:** (All items on the consent calendar are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the Consent Calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.)

1. **City Council Draft Minutes – November 28, 2023, Regular Meeting and December 4, 2023, Special Closed Session Meeting**
  - Recommendation: Council approve the November 28, 2023, Draft City Council Regular Meeting Minutes and the December 4, 2023, Special Closed Session Meeting Minutes. [City Clerk]
2. **City Council 2024 Meeting Schedule**
  - Fiscal Impact: None.
  - Recommendation: Council approve the City Council meeting schedule for 2024. [City Clerk]
3. **November 2023 Accounts Payable and Payroll**
  - Fiscal Impact: \$4,237,280.09.
  - Recommendation: Council approve certified City accounts payable and payroll vendor checks for November 2023. [Administrative Services]
4. **September 2023 Investment Report**
  - Fiscal Impact: None.
  - Recommendation: Council receive and file the City Treasurer’s report for quarter ending September 30, 2023. [City Treasurer]
5. **Contract for City Attorney Services**
  - Fiscal Impact: Monthly retainer of \$13,000 for general legal work and additional services billed at an hourly rate.
  - Recommendation: Council approve, and authorize the City Manager to execute, an agreement with the law firm of Richards, Watson & Gershon, in substantial conformance with the attached draft agreement, to provide City Attorney legal services for the City of Atascadero, and appoint David Fleishman as City Attorney and Craig Steele as Assistant City Attorney. [City Manager]
6. **Confirm the Appointment of Police Chief**
  - Fiscal Impact: The Police Chief’s annual salary of \$212,593 will be funded in the Police Department budget.
  - Recommendation: Council concur and confirm the appointment of Daniel Suttles as Atascadero’s new Police Chief. [City Manager]
7. **Transit Van Procurement for Atascadero Transit (Dial-A-Ride)**
  - Fiscal Impact: Expenditure of transportation funds of \$107,500 plus approximately \$4,800 for outfitting.
  - Recommendation: Council authorize the purchase of one transit van for Atascadero Transit (Dial-A-Ride) from Model 1 Commercial Vehicles for \$107,500. [Public Works]

**B. LEGISLATIVE UPDATE:**

1. **2024 Federal and State Legislative Platform**
  - Fiscal Impact: None.
  - Recommendation: Council:
    1. Receive an oral report on the 2023 Legislative Session wrap-up and a 2024 Legislative Session look ahead.
    2. Approve the 2024 Federal and State Legislative Platform. [City Manager]

**UPDATES FROM THE CITY MANAGER:** (The City Manager will give an oral report on any current issues of concern to the City Council.)

**COMMUNITY FORUM:** (This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to three minutes. Please state your name for the record before making your presentation. Comments made during Community Forum will not be a subject of discussion. A maximum of 30 minutes will be allowed for Community Forum, unless changed by the Council. Comments will be allowed for the entire 30-minute period so if the final speaker has finished before the 30-minute period has ended and a member of the public wishes to make a comment after the Council has commenced another item, the member should alert the Clerk within the 30-minute period of their desire to make a comment and the Council will take up that comment upon completion of the item which was commenced. Any members of the public who have questions or need information may contact the City Clerk's Office, between the hours of 8:30 a.m. and 5:00 p.m. at (805) 470-3400, or [cityclerk@atascadero.org](mailto:cityclerk@atascadero.org).)

**C. PUBLIC HEARINGS:**

**1. 2024 Community Development Block Grant Draft Recommendations**

- Fiscal Impact: \$134,205 of Community Development Block Grant funds.
- Recommendation: Council develop and adopt draft recommendations for the 2024 Community Development Block Grant (CDBG) funds. [Public Works]

**D. MANAGEMENT REPORTS: None**

**E. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:** (On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. The following represent standing committees. Informative status reports will be given, as felt necessary):

Mayor Moreno

1. City Selection Committee
2. County Mayors Round Table
3. Regional Economic Action Coalition (REACH)
4. SLO Council of Governments (SLOCOG)
5. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Funk

1. Atascadero Basin Ground Water Sustainability Agency (GSA)
2. Design Review Committee
3. Homeless Services Oversight Council

Council Member Bourbeau

1. City of Atascadero Finance Committee
2. City / Schools Committee
3. Integrated Waste Management Authority (IWMA)
4. SLO County Water Resources Advisory Committee (WRAC)

Council Member Dariz

1. Air Pollution Control District
2. California Joint Powers Insurance Authority (CJPIA) Board
3. Community Action Partnership of San Luis Obispo (CAPSLO)
4. Design Review Committee
5. Visit SLO CAL Advisory Committee

Council Member Newsom

1. City of Atascadero Finance Committee
2. City / Schools Committee
3. League of California Cities – Council Liaison

**F. INDIVIDUAL DETERMINATION AND / OR ACTION:** (Council Members may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda. The Council may take action on items listed on the Agenda.)

1. City Council
2. City Clerk
3. City Treasurer
4. City Attorney
5. City Manager

**G. ADJOURNMENT**



# CITY OF ATASCADERO CITY COUNCIL

## DRAFT MINUTES

Tuesday, November 28, 2023

City Hall Council Chambers, Fourth Floor  
6500 Palma Avenue, Atascadero, California

<b><u>City Council Regular Session:</u></b>	<b>6:00 P.M.</b>
<b><u>City Council Closed Session:</u></b>	<b>Immediately following conclusion of the City Council Regular Session</b>

### REGULAR SESSION – CALL TO ORDER: 6:00 P.M.

Mayor Moreno called the meeting to order at 6:00 p.m. and Council Member Bourbeau led the Pledge of Allegiance.

### ROLL CALL:

Present: Council Members Bourbeau, Newsom, Mayor Pro Tem Funk, and Mayor Moreno

Absent: Council Member Dariz

Others Present: None

Staff Present: City Manager Jim Lewis, Administrative Services Director Jeri Rangel, Fire Chief Casey Bryson, Interim Police Chief Joe Allen, Public Works Director Nick DeBar, Interim City Attorney Karl Berger, Deputy City Manager/City Clerk Lara Christensen, Deputy City Manager – IT Luke Knight, and Public Works Analyst Ryan Betz.

### APPROVAL OF AGENDA:

- MOTION:** By Council Member Bourbeau and seconded by Mayor Pro Tem Funk to:
1. Approve this agenda.
  2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

***Motion passed 4:0 by a roll-call vote. [Dariz absent]***

**A. CONSENT CALENDAR:**

**1. City Council Draft Minutes – November 14, 2023**

- Recommendation: Council approve the November 14, 2023, Draft City Council Regular Meeting Minutes. [City Clerk]

**2. October 2023 Accounts Payable and Payroll**

- Fiscal Impact: \$4,621,070.42
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for October 2023. [Administrative Services]

**3. Ordinance Amending the Definitions of “Hotels” and “Motels” in Title 9 of the Atascadero Municipal Code**

- Fiscal Impact: None.
- CEQA Determination: The proposed Ordinance is exempt from further environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because it can be seen with certainty that there is no possibility that the enactment of this Ordinance would have a significant effect on the environment (CEQA § 21065; CEQA Guidelines §§ 15378(b)(5), 15061(b)(3)).
- Recommendation: Council adopt on second reading a Draft Ordinance entitled: “An Ordinance Amending the Definitions of ‘Hotels’ and ‘Motels’ in Title 9 of the Atascadero Municipal Code, Entitled Planning & Zoning”, and take such additional, related, action that may be desirable. [Community Development]

**4. Avtec Radio Console Replacement Project**

- Fiscal Impact: \$107,000.
- CEQA Determination: The project does not require additional environmental review under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*; “CEQA”) or CEQA Guidelines (14 Cal. Code Regs. §§ 15000, *et seq.*; see CEQA Guidelines §§ 15061(b)(3) and 15378). It is categorically exempt as a Class 1 or Class 5 project since, at best, it would constitute a minor alteration of existing public structures involving no expansion of use; or a minor alteration in land use limitations (see, CEQA Guidelines §§ 15301, 15305).
- Recommendation: Council approve and authorize the expenditure of \$107,000 for Avtec hardware, licensing, and related equipment to replace the current radio console system for dispatching emergency services with an updated radio console system from Applied Technology, and take such additional, related, action that may be desirable. [Information Technology]

**MOTION: By Council Member Bourbeau and seconded by Mayor Pro Tem Funk to approve the Consent Calendar. (#A-3: Ordinance No. 669; #A-4: Contract No. 2023-042)**

***Motion passed 4:0 by a roll-call vote. [Dariz absent]***

**UPDATES FROM THE CITY MANAGER:**

City Manager Lewis gave an update on projects, events, and issues within the City.

**COMMUNITY FORUM:**

The following persons spoke in-person by telephone or through the webinar: None.

*Mayor Moreno closed the COMMUNITY FORUM period.*

**B. PUBLIC HEARINGS: None.**

**C. MANAGEMENT REPORTS:**

**1. Integrated Waste Management Authority – 2023 County Joinder Amendment to Second Amended and Restated Joint Powers Agreement**

- Fiscal Impact: None.
- Recommendation: Council adopt Draft Resolution to approve the 2023 County Joinder Agreement to Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority, and take such additional, related, action that may be desirable. [Public Works]

Public Works Analyst Ryan Betz presented this item and answered questions from the Council.

**PUBLIC COMMENT:**

The following persons spoke on this item: None.

*Mayor Moreno closed the Public Comment period.*

**MOTION: By Council Member Bourbeau and seconded by Mayor Pro Tem Funk to adopt Resolution No. 2023-073 to approve the 2023 County Joinder Agreement to Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority.  
*Motion passed 4:0 by a roll-call vote. [Dariz absent]***

**D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:**

The following Council Members gave brief update reports on their committees since their last Council meeting:

Mayor Moreno

1. County Mayors Round Table

**E. INDIVIDUAL DETERMINATION AND / OR ACTION: None.**

**F. RECESS REGULAR MEETING TO CLOSED SESSION**

Mayor Moreno recessed the Regular Meeting and called the Closed Session Meeting to order at 6:29 p.m.

**CITY COUNCIL CLOSED SESSION:**

1. **CLOSED SESSION — PUBLIC COMMENT: None**
2. **COUNCIL LEAVES CHAMBERS TO BEGIN CLOSED SESSION**



**3. CLOSED SESSION — CALL TO ORDER**

**a. Conference with Legal Counsel – Existing Litigation**

Government Code § 54956.9(d)(1)

Name of Case: Newton v. City of Atascadero

San Luis Obispo Superior Court Case No. 20CV-0046

**4. CLOSED SESSION — ADJOURNMENT**

**G. ADJOURN**

Following Closed Session, the meeting was adjourned at 7:27pm; no reportable action.

**MINUTES PREPARED BY:**

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Lara K. Christensen  
City Clerk

**APPROVED:**

# SPECIAL MEETING

## ATASCADERO CITY COUNCIL

### CLOSED SESSION

Monday, December 4, 2023, 1:45 P.M.

Atascadero City Hall Council Chambers, Fourth Floor  
6500 Palma Avenue, Atascadero, California

## DRAFT MINUTES

**COUNCIL CLOSED SESSION: 1:45 P.M.**

### 1. ROLL CALL

Present: Council Members Bourbeau, Dariz, Newsom, Mayor Pro Tem Funk, and Mayor Moreno

Absent: None

Others Present: None

Staff Present: City Manager Jim Lewis and Deputy City Manager/City Clerk Lara Christensen

### 2. PUBLIC COMMENT: None

### 3. OPEN SESSION

#### a. Appoint Labor Negotiator

Recommendation: Council appoint City Manager James R. Lewis as labor negotiator for Closed Session Item No. 5(b) – City Attorney

**MOTION: By Mayor Pro Tem Funk and seconded by Council Member Bourbeau to appoint City Manager James R. Lewis as labor negotiator for Closed Session Item No. 5(b) – City Attorney.**  
*Motion passed 5:0 by a roll-call vote.*

### 4. COUNCIL LEAVES TO BEGIN CLOSED SESSION

### 5. CLOSED SESSION – CALL TO ORDER

a. **Conference Regarding Public Employee Appointment**  
(Govt. Code Sec. 54957[b])  
Position: City Attorney

**b. Conference with Labor Negotiator**

(Govt. Code Sec. 54957.6)

Negotiator: James R. Lewis, City Manager

Position: City Attorney

**6. COUNCIL RETURNS**

**7. CLOSED SESSION – REPORT (IF ANY)**

**ADJOURNMENT:**

Mayor Moreno adjourned the Special Closed Session Meeting at 4:45 p.m. to the next Regular Session on December 12, 2023.

**MINUTES PREPARED BY:**

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Lara K. Christensen  
Deputy City Manager / City Clerk

**APPROVED:**



# ***Atascadero City Council***

## ***Staff Report – City Manager’s Office***

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### **City Council 2024 Meeting Schedule**

#### **RECOMMENDATION:**

Council approve the City Council meeting schedule for 2024.

#### **DISCUSSION:**

The City Council, pursuant to Chapter 2, Section 1.01 of the Atascadero Municipal Code, meets the second and fourth Tuesday of each month. On occasion, the Council will hold special study sessions and/or joint meetings with one or both of the Commissions on a fifth Tuesday. Generally, in the summer months, the Council meets once a month and avoids conflicts with major holidays. Staff has prepared the attached schedule for the year 2024 to help in the coordination of these meetings with personal schedules.

#### **FISCAL IMPACT:**

None.

#### **ATTACHMENT:**

1. City Council 2024 Meeting Schedule

# ***City of Atascadero***

## ***Office of the City Clerk***

### **Atascadero City Council 2024 Meeting Schedule**

<b>MEETING DATE</b>	<b>TYPE OF MEETING</b>
January 9	Regular
January 23	Regular
February 13	Regular
February 27	Regular
March 12	Regular
March 26	Regular
April 9	Regular
April 23	Regular
May 14	Regular
May 28	Regular
June 11	Regular
June 25	Regular
July 9	Regular
August 13	Regular
September 10	Regular
September 24	Regular
October 8	Regular
October 22	Regular
November 12	Regular
December 10	Regular

***Meetings are held at 6:00 p.m.***

**6500 Palma Avenue, Atascadero, CA 93422  
 (805) 470-3400**



**Atascadero City Council**  
**Staff Report - Administrative Services Department**

**November 2023 Accounts Payable and Payroll**

**RECOMMENDATION:**

Council approve certified City accounts payable, payroll and payroll vendor checks for November 2023.

**DISCUSSION:**

Attached for City Council review and approval are the following:

**Payroll**

Dated	11/9/23	Checks # 35923-35934	\$ 11,580.85
		Direct Deposits	387,363.93
Dated	11/22/23	Checks # 35935-35941	8,175.37
		Direct Deposits	415,062.51

**Accounts Payable**

Dated	11/1/23-11/30/23	Checks # 176234 - 176475 & EFTs 4947-4974	3,415,097.43
<b>TOTAL AMOUNT</b>			<b>\$ 4,237,280.09</b>

**FISCAL IMPACT:**

Total expenditures for all funds is \$ 4,237,280.09

**CERTIFICATION:**

The undersigned certifies that the attached demands have been released for payment and that funds are available for these demands.

*Jeri Rangel*  
 \_\_\_\_\_  
 Jeri Rangel  
 Director of Administrative Services

**ATTACHMENT:**

November 2023 Eden Warrant Register in the amount of \$ 3,415,097.43

**City of Atascadero**  
Disbursement Listing  
For the Month of November 2023

**ITEM NUMBER:**  
**DATE:** A-3  
**ATTACHMENT:** 12/12/23  
1

<b>Check Number</b>	<b>Check Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
176234	11/01/2023	ANTHEM BLUE CROSS HEALTH	Payroll Vendor Payment	209,952.95
176235	11/01/2023	BENEFIT COORDINATORS CORP	Payroll Vendor Payment	9,115.00
176236	11/01/2023	FIDELITY SECURITY LIFE INS CO	Payroll Vendor Payment	1,751.00
176237	11/01/2023	LINCOLN NATIONAL LIFE INS CO	Payroll Vendor Payment	1,979.88
176238	11/02/2023	NIELSEN, MERKSAMER, PARRINELLO,	Accounts Payable Check	8,313.60
176239	11/03/2023	2 MEXICANS, LLC	Accounts Payable Check	1,914.00
176240	11/03/2023	A & T ARBORISTS & VEGETATION	Accounts Payable Check	204,340.16
176241	11/03/2023	ACTIVE 911, INC.	Accounts Payable Check	645.00
176242	11/03/2023	AGP VIDEO, INC.	Accounts Payable Check	2,350.00
176243	11/03/2023	ALL SIGNS AND GRAPHICS, INC.	Accounts Payable Check	71.78
176244	11/03/2023	ALLIANT INSURANCE SERVICES INC	Accounts Payable Check	335.00
176245	11/03/2023	ALPHA ELECTRIC SERVICE	Accounts Payable Check	5,085.00
176246	11/03/2023	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	233.62
176247	11/03/2023	KELLY AREBALO	Accounts Payable Check	586.92
176248	11/03/2023	AT&T	Accounts Payable Check	267.98
176249	11/03/2023	AT&T	Accounts Payable Check	757.59
176250	11/03/2023	BEE RIGHT THERE HEATING & AIR	Accounts Payable Check	89.00
176251	11/03/2023	BELL'S PLUMBING REPAIR, INC.	Accounts Payable Check	150.00
176252	11/03/2023	KEITH R. BERGHER	Accounts Payable Check	427.50
176253	11/03/2023	BOUND TREE MEDICAL, LLC	Accounts Payable Check	162.99
176254	11/03/2023	CASEY BRYSON	Accounts Payable Check	103.00
176255	11/03/2023	BURT INDUSTRIAL SUPPLY	Accounts Payable Check	26.09
176256	11/03/2023	CENTRAL COAST ECONMIC FORECAST	Accounts Payable Check	2,500.00
176257	11/03/2023	CG VISUAL SOLUTIONS CORP.	Accounts Payable Check	458.58
176258	11/03/2023	CHARTER COMMUNICATIONS	Accounts Payable Check	4,016.16
176259	11/03/2023	MELISSA CHAVEZ	Accounts Payable Check	525.52
176260	11/03/2023	CITY OF ATASCADERO	Accounts Payable Check	18.36
176261	11/03/2023	CLEVER CONCEPTS, INC.	Accounts Payable Check	49.95
176262	11/03/2023	COLOR CRAFT PRINTING	Accounts Payable Check	656.52
176263	11/03/2023	CRISP IMAGING	Accounts Payable Check	566.20
176264	11/03/2023	GREG C. CUNNINGHAM	Accounts Payable Check	168.00
176265	11/03/2023	DAN BIDDLE PEST CONTROL SERVIC	Accounts Payable Check	135.00
176266	11/03/2023	SHARON J. DAVIS	Accounts Payable Check	515.90
176267	11/03/2023	NICHOLAS DEBAR	Accounts Payable Check	300.00
176268	11/03/2023	JOE DEBRUIN, PH.D.	Accounts Payable Check	180.00
176269	11/03/2023	DOOMSDAY SKATE, LLC	Accounts Payable Check	348.00
176270	11/03/2023	PHILIP DUNSMORE	Accounts Payable Check	300.00
176271	11/03/2023	EARTH SYSTEMS PACIFIC	Accounts Payable Check	509.60
176272	11/03/2023	EXECUTIVE JANITORIAL	Accounts Payable Check	4,250.00
176273	11/03/2023	FAST PASS TRAILERS	Accounts Payable Check	12,327.41

**City of Atascadero**  
Disbursement Listing  
For the Month of November 2023

**ITEM NUMBER:**  
**DATE:**  
**ATTACHMENT:**

**A-3**  
**12/12/23**  
**1**

<b>Check Number</b>	<b>Check Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
176274	11/03/2023	FENCE FACTORY ATASCADERO	Accounts Payable Check	871.20
176275	11/03/2023	ROBERTA FONZI	Accounts Payable Check	506.03
176276	11/03/2023	FORNIDA LLC	Accounts Payable Check	3,561.57
176277	11/03/2023	FRAME PERFECT MEDIA	Accounts Payable Check	200.00
176278	11/03/2023	GAR'S TRANSMISSIONS	Accounts Payable Check	8,152.18
176279	11/03/2023	GAS COMPANY	Accounts Payable Check	383.82
176280	11/03/2023	GHS PARTS, INC.	Accounts Payable Check	172.38
176281	11/03/2023	GRAINGER	Accounts Payable Check	402.05
176282	11/03/2023	TRISTAN M. GUILLORY	Accounts Payable Check	224.00
176283	11/03/2023	JEREL HALEY	Accounts Payable Check	3,000.00
176284	11/03/2023	HANSEN BRO'S CUSTOM FARMING	Accounts Payable Check	17,954.88
176285	11/03/2023	ZACHARIAH JACKSON	Accounts Payable Check	128.00
176286	11/03/2023	JK'S UNLIMITED, INC.	Accounts Payable Check	4,619.63
176287	11/03/2023	JOEBELLA COFFEE ROASTERS	Accounts Payable Check	87.50
176288	11/03/2023	KENNEDY ATHLETIC CLUB OF ATASC	Accounts Payable Check	55.00
176289	11/03/2023	KENNEDY CLUB FITNESS	Accounts Payable Check	85.00
176290	11/03/2023	LEE WILSON ELECTRIC CO. INC	Accounts Payable Check	1,428.00
176291	11/03/2023	JAMES R. LEWIS	Accounts Payable Check	300.00
176292	11/03/2023	LEXIPOL, LLC	Accounts Payable Check	4,749.05
176293	11/03/2023	LIFE ASSIST, INC.	Accounts Payable Check	104.62
176294	11/03/2023	LINDE GAS & EQUIPMENT INC.	Accounts Payable Check	65.64
176295	11/03/2023	SHANDI LOCKE	Accounts Payable Check	176.14
176296	11/03/2023	MADRONE LANDSCAPES, INC.	Accounts Payable Check	391.50
176297	11/03/2023	MARBORG INDUSTRIES	Accounts Payable Check	84.78
176298	11/03/2023	MARIACHI MEXICANISIMO	Accounts Payable Check	925.00
176299	11/03/2023	SAMUEL HENRY MCMILLAN, JR.	Accounts Payable Check	100.00
176300	11/03/2023	MEDINA LIGHT SHOW DESIGNS	Accounts Payable Check	1,650.00
176301	11/03/2023	MID-COAST GEOTECHNICAL, INC.	Accounts Payable Check	500.00
176302	11/03/2023	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	52.26
176303	11/03/2023	MINER'S ACE HARDWARE	Accounts Payable Check	373.44
176304	11/03/2023	MATTHEW J. MIRANDA	Accounts Payable Check	69.00
176305	11/03/2023	MISSION UNIFORM SERVICE	Accounts Payable Check	360.00
176306	11/03/2023	ODP BUSINESS SOLUTIONS, LLC	Accounts Payable Check	1,090.57
176307	11/03/2023	PACIFIC CNTRL COAST HLTH CTRS	Accounts Payable Check	780.00
176308	11/03/2023	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	22,616.33
176309	11/03/2023	PASO ROBLES FORD LINCOLN MERC	Accounts Payable Check	170.00
176310	11/03/2023	PASO ROBLES SAFE & LOCK, INC.	Accounts Payable Check	382.93
176311	11/03/2023	PECKHAM & MCKENNEY	Accounts Payable Check	13,500.00
176312	11/03/2023	PERRY'S PARCEL & GIFT	Accounts Payable Check	25.00
176313	11/03/2023	PROCARE JANITORIAL SUPPLY,INC.	Accounts Payable Check	1,728.49



**City of Atascadero**  
Disbursement Listing  
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<b>Check Number</b>	<b>Check Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
176314	11/03/2023	PRW STEEL SUPPLY, INC.	Accounts Payable Check	256.65
176315	11/03/2023	RAINSCAPE, A LANDSCAPE SVC CO.	Accounts Payable Check	1,619.22
176316	11/03/2023	JERI RANGEL	Accounts Payable Check	300.00
176317	11/03/2023	RECOGNITION WORKS	Accounts Payable Check	11.15
176318	11/03/2023	BRIAN S. RICKS	Accounts Payable Check	732.00
176319	11/03/2023	RODMAN REPAIR & FABRICATION	Accounts Payable Check	330.00
176320	11/03/2023	SALVADOR ROLDAN	Accounts Payable Check	1,166.35
176321	11/03/2023	ROLSON MUSIC & SOUND	Accounts Payable Check	750.00
176322	11/03/2023	JOHN ROSSETTI	Accounts Payable Check	510.77
176323	11/03/2023	CORBIN J. ROSSI	Accounts Payable Check	252.00
176324	11/03/2023	SAN LUIS POWERHOUSE, INC.	Accounts Payable Check	195.00
176325	11/03/2023	SCHAAF & WHEELER	Accounts Payable Check	20,670.00
176326	11/03/2023	SCOTT O'BRIEN FIRE & SAFETY CO	Accounts Payable Check	173.63
176327	11/03/2023	RANDY D. SMART, JR.	Accounts Payable Check	168.00
176328	11/03/2023	SOUTH COAST EMERGENCY VEH SVC	Accounts Payable Check	926.61
176329	11/03/2023	JENNIFER L. SPOTTEN	Accounts Payable Check	480.00
176330	11/03/2023	BRUCE ST. JOHN	Accounts Payable Check	444.60
176331	11/03/2023	SUNBELT RENTALS, INC.	Accounts Payable Check	1,362.01
176332	11/03/2023	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	1,650.00
176333	11/03/2023	SUNSET SERVICE CENTER	Accounts Payable Check	397.70
176334	11/03/2023	SWCA, INC.	Accounts Payable Check	749.25
176335	11/03/2023	TARGET SOLUTIONS LEARNING, LLC	Accounts Payable Check	1,538.56
176336	11/03/2023	WILLIAM L. TEDONE	Accounts Payable Check	280.00
176337	11/03/2023	KARL O. TOERGE	Accounts Payable Check	144.00
176338	11/03/2023	TRI-COUNTY OFFICE FURNITURE	Accounts Payable Check	8,467.05
176339	11/03/2023	U.S. POSTAL SERVICE	Accounts Payable Check	3,000.00
176340	11/03/2023	ULTREX BUSINESS PRODUCTS	Accounts Payable Check	50.95
176341	11/03/2023	USA BLUE BOOK	Accounts Payable Check	341.23
176342	11/03/2023	HANNAH VAN DEN EIKHOF	Accounts Payable Check	207.58
176343	11/03/2023	DAVID VAN SON	Accounts Payable Check	103.00
176344	11/03/2023	VERDIN	Accounts Payable Check	5,625.00
176345	11/03/2023	VERIZON WIRELESS	Accounts Payable Check	3,255.45
176346	11/03/2023	VERNON CO.	Accounts Payable Check	24,221.96
176347	11/03/2023	VINO VICE, INC.	Accounts Payable Check	172.00
176348	11/03/2023	WALLACE GROUP	Accounts Payable Check	51,782.27
176349	11/03/2023	WEST COAST AUTO & TOWING, INC.	Accounts Payable Check	128.68
176350	11/03/2023	WEX BANK - BUSINESS UNIVERSAL	Accounts Payable Check	15,133.11
176351	11/03/2023	WEX BANK - WEX FLEET UNIVERSAL	Accounts Payable Check	10,699.59
176352	11/03/2023	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	1,135.97
4947	11/09/2023	ANTHEM BLUE CROSS HSA	Payroll Vendor Payment	9,187.43

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4948	11/09/2023	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	283.84
176353	11/09/2023	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	40.00
176354	11/09/2023	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	2,249.75
176355	11/09/2023	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	1,151.80
176356	11/09/2023	EMPOWER ANNUITY INS CO	Payroll Vendor Payment	8,706.05
176357	11/09/2023	IAFF MERP	Payroll Vendor Payment	1,900.00
176358	11/09/2023	MISSIONSQUARE	Payroll Vendor Payment	9,253.57
176359	11/09/2023	MISSIONSQUARE RETIREMENT	Accounts Payable Check	125.00
176360	11/09/2023	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	981.79
176361	11/09/2023	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	1,338.86
4957	11/13/2023	SEIU LOCAL 620	Payroll Vendor Payment	845.32
4949	11/14/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	23,837.32
4950	11/14/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	37,819.21
4951	11/14/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,756.82
4952	11/14/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,926.53
4953	11/14/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	5,866.70
4954	11/14/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	13,339.15
4955	11/14/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	16,927.94
4956	11/14/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	24,636.95
4958	11/14/2023	RABOBANK, N.A.	Payroll Vendor Payment	69,248.00
4959	11/14/2023	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	20,676.82
4960	11/14/2023	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,712.73
176362	11/17/2023	2 MEXICANS, LLC	Accounts Payable Check	1,171.00
176363	11/17/2023	JAKE ABBOTT	Accounts Payable Check	299.50
176364	11/17/2023	ADAMSKI,MOROSKI,MADDEN,	Accounts Payable Check	462.50
176365	11/17/2023	AGP VIDEO, INC.	Accounts Payable Check	3,032.50
176366	11/17/2023	AKA ENGINEERING COMPANY	Accounts Payable Check	4,896.00
176367	11/17/2023	ALL SIGNS AND GRAPHICS, INC.	Accounts Payable Check	591.88
176368	11/17/2023	ALLIANT INSURANCE SERVICES INC	Accounts Payable Check	185.00
176369	11/17/2023	ALPHA ELECTRIC SERVICE	Accounts Payable Check	6,466.22
176370	11/17/2023	ALTHOUSE & MEADE, INC.	Accounts Payable Check	2,776.59
176371	11/17/2023	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	1,108.41
176372	11/17/2023	KELLY AREBALO	Accounts Payable Check	417.48
176373	11/17/2023	ASSC. OF ZOOS & AQUARIUMS	Accounts Payable Check	8,937.00
176374	11/17/2023	AT&T	Accounts Payable Check	805.11
176375	11/17/2023	ATASCADERO HAY & FEED	Accounts Payable Check	2,278.44
176377	11/17/2023	ATASCADERO MUTUAL WATER CO.	Accounts Payable Check	30,373.20
176378	11/17/2023	BASSETT'S CRICKET RANCH,INC.	Accounts Payable Check	627.93
176379	11/17/2023	BATTERY SYSTEMS, INC.	Accounts Payable Check	20.82
176380	11/17/2023	BAUER COMPRESSORS	Accounts Payable Check	166.83

**City of Atascadero**  
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176381	11/17/2023	BAY AREA DRIVING SCHOOL, INC.	Accounts Payable Check	34.99
176382	11/17/2023	BERRY MAN, INC.	Accounts Payable Check	1,595.50
176383	11/17/2023	ANTONY C. BILLES	Accounts Payable Check	346.50
176384	11/17/2023	TERRI RECCHIA BLEDSOE	Accounts Payable Check	280.00
176385	11/17/2023	BRANCH SMITH PROPERTIES	Accounts Payable Check	386.00
176386	11/17/2023	BRENDLER JANITORIAL SERVICE	Accounts Payable Check	955.00
176387	11/17/2023	BREZDEN PEST CONTROL, INC.	Accounts Payable Check	276.00
176388	11/17/2023	BURKE,WILLIAMS, & SORENSON LLP	Accounts Payable Check	16,134.00
176389	11/17/2023	CA ASSC OF ZOOS & AQUARIUMS	Accounts Payable Check	1,300.00
176390	11/17/2023	CHARTER COMMUNICATIONS	Accounts Payable Check	99.99
176391	11/17/2023	CRISP IMAGING	Accounts Payable Check	1,134.68
176392	11/17/2023	CRYSTAL SPRINGS WATER	Accounts Payable Check	20.00
176393	11/17/2023	CUESTA SPRINGS ICE COMPANY INC	Accounts Payable Check	28,999.82
176394	11/17/2023	CULLIGAN SANTA MARIA	Accounts Payable Check	205.07
176395	11/17/2023	CULLIGAN/CENTRAL COAST WTR TRT	Accounts Payable Check	70.00
176396	11/17/2023	JOE DEBRUIN, PH.D.	Accounts Payable Check	180.00
176397	11/17/2023	EARTH SYSTEMS PACIFIC	Accounts Payable Check	195.00
176398	11/17/2023	ESCUELA DEL RIO	Accounts Payable Check	900.00
176399	11/17/2023	FERRELL'S AUTO REPAIR	Accounts Payable Check	206.16
176400	11/17/2023	FILIPPIN ENGINEERING, INC.	Accounts Payable Check	121,686.11
176401	11/17/2023	GARAGISTE EVENTS, INC.	Accounts Payable Check	15,000.00
176402	11/17/2023	GAS COMPANY	Accounts Payable Check	239.24
176403	11/17/2023	ABBY GETAHUN	Accounts Payable Check	347.06
176404	11/17/2023	GHS PARTS, INC.	Accounts Payable Check	251.28
176405	11/17/2023	KELLY GLEASON	Accounts Payable Check	31.17
176406	11/17/2023	HAMON OVERHEAD DOOR CO, INC.	Accounts Payable Check	357.51
176407	11/17/2023	HANSEN BRO'S CUSTOM FARMING	Accounts Payable Check	28,070.00
176408	11/17/2023	HARRIS STAGE LINES, LLC	Accounts Payable Check	900.00
176409	11/17/2023	HIGH COUNTRY OUTDOOR, INC.	Accounts Payable Check	450.00
176410	11/17/2023	INTEGRATED TACTICAL CONCEPTS	Accounts Payable Check	2,800.00
176411	11/17/2023	INTERWEST CONSULTING GROUP INC	Accounts Payable Check	3,655.19
176412	11/17/2023	JOE A. GONSALVES & SON	Accounts Payable Check	3,000.00
176413	11/17/2023	LEASEQUERY	Accounts Payable Check	3,600.00
176414	11/17/2023	LIN LI	Accounts Payable Check	18.00
176415	11/17/2023	LIFE ASSIST, INC.	Accounts Payable Check	1,470.01
176416	11/17/2023	JACKSON LIGHT	Accounts Payable Check	850.00
176417	11/17/2023	EBONY LUCIEN	Accounts Payable Check	125.00
176418	11/17/2023	WADE MCKINNEY	Accounts Payable Check	162.17
176419	11/17/2023	GREGG T. MEYER	Accounts Payable Check	90.00
176420	11/17/2023	MICHAEL K. NUNLEY & ASSC, INC.	Accounts Payable Check	4,364.63

**City of Atascadero**Disbursement Listing

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176421	11/17/2023	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	262.65
176422	11/17/2023	MIG	Accounts Payable Check	35,560.98
176423	11/17/2023	MINER'S ACE HARDWARE	Accounts Payable Check	567.29
176424	11/17/2023	MISSION UNIFORM SERVICE	Accounts Payable Check	45.00
176425	11/17/2023	MOBILE SMALL ENGINE REPAIR	Accounts Payable Check	400.00
176426	11/17/2023	MV TRANSPORTATION, INC.	Accounts Payable Check	13,501.93
176427	11/17/2023	KYLE NAKAZAWA	Accounts Payable Check	425.00
176428	11/17/2023	NORTH COUNTY BACKFLOW	Accounts Payable Check	660.00
176429	11/17/2023	NORTHERN CALIFORNIA'S EMERGENCY	Accounts Payable Check	20,965.59
176430	11/17/2023	CINTIA B. NUTTALL	Accounts Payable Check	117.60
176431	11/17/2023	ANJANETTE ORDONEZ	Accounts Payable Check	52.00
176432	11/17/2023	RON OVERACKER	Accounts Payable Check	47.00
176434	11/17/2023	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	44,772.59
176435	11/17/2023	SCOTT E. PIPAN	Accounts Payable Check	90.00
176436	11/17/2023	PLANETERIA MEDIA, LLC	Accounts Payable Check	13,640.00
176437	11/17/2023	PORTER CONSTRUCTION, INC.	Accounts Payable Check	7,150.00
176438	11/17/2023	PROCARE JANITORIAL SUPPLY, INC.	Accounts Payable Check	858.21
176439	11/17/2023	RAINSCAPE, A LANDSCAPE SVC CO.	Accounts Payable Check	350.00
176440	11/17/2023	RAMINHA CONSTRUCTION, INC.	Accounts Payable Check	10,100.00
176441	11/17/2023	READYREFRESH BY NESTLE	Accounts Payable Check	16.33
176442	11/17/2023	SANTA CLARA COUNTY PUBLIC	Accounts Payable Check	350.00
176443	11/17/2023	SCHINDLER ELEVATOR CORP	Accounts Payable Check	490.11
176444	11/17/2023	SOUTH COAST EMERGENCY VEH SVC	Accounts Payable Check	1,453.45
176445	11/17/2023	SOUZA CONSTRUCTION, INC.	Accounts Payable Check	1,417,559.44
176446	11/17/2023	SPECIALIZED EQUIPMENT REPAIR	Accounts Payable Check	4,455.00
176447	11/17/2023	SUPERION, LLC	Accounts Payable Check	62,719.51
176448	11/17/2023	MADELINE M. TAYLOR	Accounts Payable Check	249.30
176449	11/17/2023	THOMSON REUTERS - WEST	Accounts Payable Check	201.99
176450	11/17/2023	KARL O. TOERGE	Accounts Payable Check	144.00
176451	11/17/2023	TRIPEPI SMITH AND ASSC., INC.	Accounts Payable Check	5,895.00
176456	11/17/2023	U.S. BANK	Accounts Payable Check	39,307.56
176457	11/17/2023	ULTREX BUSINESS PRODUCTS	Accounts Payable Check	61.74
176458	11/17/2023	UNDERGROUND SERVICE ALERT OF	Accounts Payable Check	12,171.61
176459	11/17/2023	VANIR CONSTRUCTION MANAGEMENT	Accounts Payable Check	8,376.77
176460	11/17/2023	VERDIN	Accounts Payable Check	31,183.38
176461	11/17/2023	VERIZON WIRELESS	Accounts Payable Check	64.29
176462	11/17/2023	VERNON CO.	Accounts Payable Check	642.55
176463	11/17/2023	VINO VICE, INC.	Accounts Payable Check	301.00
176464	11/17/2023	VISIT SLO CAL	Accounts Payable Check	106,227.18
176465	11/17/2023	WEST COAST AUTO & TOWING, INC.	Accounts Payable Check	307.50

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176466	11/17/2023	KAREN B. WYKE	Accounts Payable Check	987.60
4961	11/22/2023	ANTHEM BLUE CROSS HSA	Payroll Vendor Payment	9,287.43
176467	11/22/2023	ROBERT GOODMAN	Accounts Payable Check	10,000.00
176468	11/22/2023	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	40.00
176469	11/22/2023	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	2,249.75
176470	11/22/2023	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	1,151.80
176471	11/22/2023	EMPOWER ANNUITY INS CO	Payroll Vendor Payment	8,231.99
176472	11/22/2023	IAFF MERP	Payroll Vendor Payment	1,900.00
176473	11/22/2023	MISSIONSQUARE	Payroll Vendor Payment	9,595.73
176474	11/22/2023	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	942.55
176475	11/22/2023	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	1,338.86
4962	11/27/2023	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	283.84
4963	11/27/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	23,521.50
4964	11/27/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	36,765.56
4965	11/27/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	3,960.56
4966	11/27/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,837.45
4967	11/27/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	5,866.70
4968	11/27/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	13,718.32
4969	11/27/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	16,817.35
4970	11/27/2023	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	25,075.34
4971	11/27/2023	SEIU LOCAL 620	Payroll Vendor Payment	845.32
4972	11/28/2023	RABOBANK, N.A.	Payroll Vendor Payment	80,276.20
4973	11/28/2023	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	24,792.04
4974	11/28/2023	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,713.33
				\$ 3,415,097.43



# Atascadero City Council

September 2023

## Staff Report - City Treasurer

### September 2023 Investment Report

#### RECOMMENDATION:

Council receive and file the City Treasurer's report for quarter ending September 30, 2023.

#### REPORT IN BRIEF:

##### Cash and Investments

Checking	\$ 5,835,219	
Zoo Credit Card Deposit Account	35,410	
Certificates of Deposit	17,915,773	
Government Securities	19,262,458	
Supranational Securities	2,010,994	
Municipal Securities	8,402,201	
LAIF	16,121,054	
Cash with Fiscal Agents	<u>2,813,153</u>	
Cash in Banks at September 30, 2023		\$ 72,396,262
Deposits in Transit		350,664
Timing Differences		<u>(1,204,740)</u>
Cash and Investments at September 30, 2023		<u><u>\$ 71,542,186</u></u>

##### Investment Activity

#### Securities Purchased:

Purchase Date	Description	Type	Cost	Maturity Date
07/18/23	HSBC Bank USA McLean, VA	Certificate of Deposit	\$ 234,924	07/06/28
07/19/23	Northeast Community Bank White Plains, NY	Certificate of Deposit	145,600	08/20/25
07/24/23	BankUnited Miami Lakes, FL	Certificate of Deposit	237,000	07/23/24
07/26/23	Park State Bank Duluth, MN	Certificate of Deposit	249,000	07/26/28
07/31/23	Medallion Bank Salt Lake City, UT	Certificate of Deposit	249,000	07/31/28
08/03/23	Federal Home Loan Bank CUSIP #310AWN63	Government Security	492,809	06/30/28
08/16/23	New York Trans. Financial Auth CUSIP #64971XBN7	Government Security	785,009	08/01/28

Investment Activity (continued)**Securities Purchased (continued):**

<u>Purchase Date</u>	<u>Description</u>	<u>Type</u>	<u>Cost</u>	<u>Maturity Date</u>
09/07/23	Discover Bank Greenwood, DE	Certificate of Deposit	\$ 244,000	09/05/28
09/13/23	United Fidelity Bank FBS Evansville, IN	Certificate of Deposit	249,000	08/17/28
09/13/23	Optum Bank Draper, UT	Certificate of Deposit	244,000	09/13/28
09/21/23	Merrick Bank South Jordan, UT	Certificate of Deposit	249,000	09/21/28
09/26/23	US Treasury Bills CUSIP #91279FS1	Government Security	96,366	06/13/24
09/27/23	Legacy Bank & Trust Mountain Grove, MO	Certificate of Deposit	249,000	09/27/28
09/27/23	Enterprise Bank Omaha, NE	Certificate of Deposit	223,070	06/05/26
09/27/23	First Financial Bank Dakota Dunes, SD	Certificate of Deposit	236,540	06/24/26
09/27/23	FAMCA CUSIP #31422XPS5	Government Security	446,595	11/17/26
09/28/23	Morgan Stanley Bank Salt Lake City, UT	Certificate of Deposit	243,619	04/06/28
09/29/23	Star Bank Maple Lake, MN	Certificate of Deposit	244,000	09/29/28
09/29/23	American National Bank Baxter, MN	Certificate of Deposit	248,000	12/29/25

**Securities Matured:**

<u>Maturity Date</u>	<u>Description</u>	<u>Type</u>	<u>Original Cost</u>	<u>Amount Matured</u>
07/31/23	International Finance Corp CUSIP #45950KCP3	Supranational Security	\$ 499,425	\$ 500,000
07/31/23	Medallion Bank Salt Lake City, UT	Certificate of Deposit	245,000	245,000
08/01/23	Discover Bank Wilmington, DE	Certificate of Deposit	245,000	245,000
09/26/23	MidSouth Bank Lafayette, LA	Certificate of Deposit	245,000	245,000
09/27/23	Int'l Bank for Recon & Devel CUSIP #459058GL1	Supranational Security	509,790	500,000
09/27/23	Nicolet National Bank Green Bay, WI	Certificate of Deposit	245,000	245,000
09/29/23	Alma Bank Astoria, NY	Certificate of Deposit	245,000	245,000

**Securities Sold Prior to Maturity:**

None

**Other Reportable Activities:**

None



**CITY OF ATASCADERO**  
**TREASURER'S REPORT**  
**CASH & INVESTMENTS ACTIVITY SUMMARY**  
*for the quarter ending September 30, 2023*

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	<u>CHECKING ACCOUNTS</u>	<u>INVESTMENTS</u>	<u>FISCAL AGENT</u>	<u>TOTALS</u>
Balance per Banks at July 1, 2023	\$ 6,409,009	\$ 71,406,881	\$ 2,336,228	\$ 80,152,118
Receipts	7,919,228	189,423	30,780	8,139,431
Recognition of Premiums & Discounts	-	24,647	-	24,647
Disbursements	(15,258,324)	-	(661,606)	(15,919,930)
Transfers In	13,275,000	5,366,533	1,107,751	19,749,284
Transfers Out	<u>(6,474,284)</u>	<u>(13,275,000)</u>	<u>-</u>	<u>(19,749,284)</u>
Balance per Banks at September 30, 2023	<u>\$ 5,870,629</u>	<u>\$ 63,712,484</u>	<u>\$ 2,813,153</u>	72,396,266
Deposits in Transit				350,664
Timing Differences				<u>(1,204,740)</u>
<b>Adjusted Treasurer's Balance</b>				<u><u>\$ 71,542,190</u></u>

**CITY OF ATASCADERO**  
**INVESTMENT REPORT**  
*September 30, 2023*

**ITEM NUMBER:**  
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<b>MATURITY DATE</b>	<b>DESCRIPTION (ISSUER)</b>	<b>PURCHASE DATE</b>	<b>INVESTMENT TYPE</b>	<b>INVESTMENT RATING</b>	<b>STATED % RATE</b>	<b>YIELD</b>	<b>FACE VALUE</b>	<b>PREMIUM/ (DISCOUNT)</b>	<b>COST OF INVESTMENT</b>	<b>MARKET VALUE</b>	<b>UNREALIZED GAIN / (LOSS)</b>
<b>Funds Managed by City</b>											
n/a	<b>Local Agency Invest. Fund (LAIF)</b>	n/a	State Investment Fund	n/a	n/a	3.53%	\$ 16,121,054	n/a	\$ 16,121,054	\$ 15,876,473	\$ (244,581)
n/a	<b>Broker Money Market</b>	n/a	Money Fund	n/a	n/a	Vary	-	n/a	-	-	-
10/13/23	<b>Luther Burbank Savings</b> Santa Rosa, CA	10/14/22	Certificate of Deposit	n/a	4.05%	4.05%	240,000	n/a	240,000	239,858	(142)
11/06/23	<b>Federal Farm Credit Bank</b> CUSIP #3133EJQ85	11/06/18	Government Security	n/a	3.05%	3.06%	500,000	(4)	499,996	498,795	(1,201)
11/08/23	<b>Morgan Stanley Private Bank</b> New York, NY	11/08/18	Certificate of Deposit	n/a	3.55%	3.55%	245,000	n/a	245,000	244,463	(537)
12/08/23	<b>Federal Home Loan Bank</b> CUSIP #3130AAHE1	04/30/20	Government Security	n/a	2.50%	0.39%	640,000	2,556	642,556	636,538	(6,018)
01/30/24	<b>First Premier Bank</b> Sioux Falls, SD	01/30/19	Certificate of Deposit	n/a	2.95%	2.95%	245,000	n/a	245,000	242,922	(2,078)
02/22/24	<b>Bank of Delight</b> Delight, AR	02/22/19	Certificate of Deposit	n/a	2.85%	2.85%	245,000	n/a	245,000	242,503	(2,497)
03/08/24	<b>Federal Home Loan Bank</b> CUSIP #3130AB3H7	03/07/19	Government Security	Aaa	2.38%	2.58%	750,000	(664)	749,336	739,890	(9,446)
03/27/24	<b>First National Bank</b> East Lansing, MI	03/27/19	Certificate of Deposit	n/a	2.75%	2.75%	245,000	n/a	245,000	241,781	(3,219)
04/26/24	<b>Mainstreet Bank</b> Fairfax, VA	05/01/19	Certificate of Deposit	n/a	2.60%	2.60%	245,000	n/a	245,000	240,989	(4,011)
05/13/24	<b>Federal Farm Credit Bank</b> CUSIP #3133EKLBO	05/13/19	Government Security	Aaa	2.31%	2.32%	500,000	(21)	499,979	490,440	(9,539)
05/16/24	<b>Enterprise Bank</b> Allison Park, PA	05/16/19	Certificate of Deposit	n/a	2.60%	2.60%	245,000	n/a	245,000	240,580	(4,420)
06/01/24	<b>Tulare County Pension Bond</b> CUSIP #899154AW8	09/28/20	Municipal Security	A1	3.56%	0.79%	120,000	2,195	122,195	118,282	(3,913)
06/13/24	<b>US Treasury Bills</b> CUSIP #912797FS1	09/26/23	Government Security	F-1+ (Aaa equivalent)	0.00%	5.25%	100,000	(3,579)	96,421	96,291	(130)
06/26/24	<b>Commerce Bank</b> Geneva, MN	06/26/19	Certificate of Deposit	n/a	2.30%	2.30%	245,000	n/a	245,000	239,140	(5,860)
07/23/24	<b>BankUnited</b> Miami Lakes, FL	07/24/23	Certificate of Deposit	n/a	5.30%	5.30%	237,000	n/a	237,000	236,280	(720)
07/26/24	<b>Abacus Federal Savings</b> New York, NY	07/26/19	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	237,844	(7,156)

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08/01/24	<b>Federal Farm Credit Bank</b> CUSIP 3133EJM55	07/24/19	Government Security	Aaa	3.25%	1.92%	\$ 427,000	\$ 4,663	\$ 431,663	\$ 418,738	\$ (12,925)
08/19/24	<b>CF Bank</b> Worthington, OH	08/19/19	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	236,932	(8,068)
08/28/24	<b>Genoa Banking Company</b> Genoa, OH	08/28/19	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	236,582	(8,418)
08/28/24	<b>Int'l Bank for Recon &amp; Develop</b> CUSIP #459056HV2	10/18/19	Supranational Security	Aaa	1.50%	1.62%	500,000	(533)	499,467	481,765	(17,702)
08/30/24	<b>Preferred Bank</b> Los Angeles, CA	08/30/19	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	236,638	(8,362)
09/10/24	<b>Peoples Bank</b> Rock Valley, IA	03/23/20	Certificate of Deposit	n/a	1.50%	1.50%	100,000	n/a	100,000	96,154	(3,846)
09/20/24	<b>Bank Deerfield</b> Deerfield, WI	09/20/19	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	235,749	(9,251)
09/25/24	<b>Grand River Bank</b> Grandville, MI	03/25/20	Certificate of Deposit	n/a	1.00%	1.00%	245,000	n/a	245,000	233,963	(11,037)
10/15/24	<b>Federal National Mortgage Assn</b> CUSIP #3135G0W66	03/13/20	Government Security	Aaa	1.63%	0.81%	500,000	4,228	504,228	480,735	(23,493)
11/08/24	<b>Raymond James Bank</b> St. Petersburg, FL	11/08/19	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	234,879	(10,121)
11/18/24	<b>Federal Farm Credit Bank</b> CUSIP #3133ENZ94	11/23/22	Government Security	Aaa	4.50%	4.70%	400,000	(905)	399,095	395,952	(3,143)
12/13/24	<b>Federal Home Loan Bank</b> CUSIP #3130A3GE8	03/13/20	Government Security	Aaa	2.75%	0.84%	500,000	11,431	511,431	484,450	(26,981)
01/15/25	<b>Int'l Bank for Recon &amp; Develop</b> CUSIP #459058HT3	01/16/20	Supranational Security	Aaa	1.63%	1.66%	500,000	(249)	499,751	476,265	(23,486)
01/20/25	<b>Live Oak Banking Company</b> Wilmington, NC	01/24/20	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	233,247	(11,753)
01/24/25	<b>Baycoast Bank</b> Swansea, MA	01/24/20	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	232,769	(12,231)
02/12/25	<b>Federal Home Loan Mtge Corp</b> CUSIP #3137EAEP0	03/13/20	Government Security	Aaa	1.50%	0.79%	500,000	4,837	504,837	475,260	(29,577)
03/03/25	<b>Federal Farm Credit Bank</b> CUSIP #3133ELQY3	03/04/20	Government Security	Aaa	1.21%	0.88%	500,000	2,305	502,305	471,535	(30,770)
03/26/25	<b>Evergreen Bank Group</b> Oak Brook, IL	03/26/20	Certificate of Deposit	n/a	1.00%	1.00%	245,000	n/a	245,000	228,769	(16,231)

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03/27/25	<b>Bank of Romney</b> Romney, WV	03/27/20	Certificate of Deposit	n/a	1.15%	1.15%	\$ 245,000	n/a	\$ 245,000	\$ 229,266	\$ (15,734)
03/27/25	<b>First Jackson Bank</b> Stevenson, AL	03/27/20	Certificate of Deposit	n/a	1.15%	1.15%	245,000	n/a	245,000	229,266	(15,734)
04/01/25	<b>El Cajon Taxable Pension Obl</b> CUSIP 282659AX9	01/27/21	Municipal Security	Aa	1.18%	0.70%	650,000	4,653	654,653	605,644	(49,009)
04/28/25	<b>First National Bank</b> McGregor, TX	04/28/20	Certificate of Deposit	n/a	1.35%	1.35%	245,000	n/a	245,000	229,175	(15,825)
04/29/25	<b>Flagstar Bank</b> Troy, MI	03/26/20	Certificate of Deposit	n/a	1.15%	1.15%	245,000	n/a	245,000	228,590	(16,410)
05/01/25	<b>Corona California Pension</b> CUSIP #21969AAD4	04/12/23	Municipal Security	AA+	1.13%	4.50%	450,000	(22,903)	427,097	419,809	(7,288)
05/15/25	<b>Tennessee Valley Authority</b> CUSIP #880591EW8	11/09/22	Government Security	Aaa	0.75%	4.77%	205,000	(12,738)	192,262	190,291	(1,971)
06/30/25	<b>US Treasury Notes</b> CUSIP #912828XZ8	04/13/22	Government Security	Aaa	2.75%	2.61%	500,000	1,128	501,128	480,080	(21,048)
07/01/25	<b>Northern Calif Power Agency</b> CUSIP #664845FN9	04/13/22	Municipal Security	Aa3	2.39%	3.04%	305,000	(3,365)	301,635	288,841	(12,794)
07/01/25	<b>University of California</b> CUSIP #91412GU94	10/22/20	Municipal Security	Aa2	3.06%	0.81%	300,000	11,762	311,762	289,095	(22,667)
08/18/25	<b>Federal National Mortgage Assn</b> CUSIP #3136G4M75	01/09/22	Government Security	Aaa	0.52%	4.70%	280,000	(20,870)	259,130	256,662	(2,468)
08/20/25	<b>Northeast Community Bank</b> White Plains, NY	07/19/23	Certificate of Deposit	n/a	0.45%	4.99%	160,000	(13,086)	146,914	145,600	(1,314)
09/01/25	<b>San Bernardino Successor Agency</b> Swansea, MA	10/22/20	Municipal Security	Aa	4.00%	0.71%	175,000	10,978	185,978	174,584	(11,394)
09/12/25	<b>Federal Home Loan Bank</b> CUSIP #3130A6C70	10/04/22	Government Security	Aaa	2.63%	4.13%	570,000	(15,918)	554,082	543,210	(10,872)
10/01/25	<b>Folsom Cordova School District</b> CUSIP #34440PCN9	11/10/20	Municipal Security	Aa-	3.00%	1.00%	400,000	15,840	415,840	381,968	(33,872)
11/07/25	<b>Federal National Mortgage Assn</b> CUSIP #3135G06G3	12/14/20	Government Security	Aaa	0.50%	0.42%	500,000	838	500,838	454,690	(46,148)
11/15/25	<b>Tulare Sewer Revenue</b> CUSIP 899124MF5	12/11/20	Municipal Security	Aa	1.46%	0.58%	400,000	7,365	407,365	367,040	(40,325)
12/11/25	<b>BMW Bank North America</b> Salt Lake City, UT	12/11/20	Certificate of Deposit	n/a	0.50%	0.50%	245,000	n/a	245,000	219,709	(25,291)

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12/18/25	Third Federal Savings & Loan Cleveland, OH	12/18/20	Certificate of Deposit	n/a	1.46%	1.46%	\$ 245,000	n/a	\$ 245,000	\$ 219,265	\$ (25,735)
12/29/25	American Nat'l Bank Baxter, MN	09/29/23	Certificate of Deposit	n/a	5.00%	5.00%	248,000	n/a	248,000	245,210	(2,790)
01/15/26	First Reliance Bank Florence, SC	01/15/21	Certificate of Deposit	n/a	0.30%	0.30%	245,000	n/a	245,000	217,477	(27,523)
01/22/26	ConnectOne Bank Englewood Cliffs, NJ	01/22/21	Certificate of Deposit	n/a	0.45%	0.45%	245,000	n/a	245,000	218,074	(26,926)
01/22/26	Luana Savings Bank Luana, IA	01/22/21	Certificate of Deposit	n/a	0.40%	0.40%	245,000	n/a	245,000	218,033	(26,967)
02/09/26	First United Bank & Trust Durant, OK	03/16/23	Certificate of Deposit	n/a	4.25%	4.81%	120,000	(1,500)	118,500	116,657	(1,843)
02/11/26	Ind'l & Com'l Bank of China New York, NY	02/22/21	Certificate of Deposit	n/a	0.45%	0.45%	245,000	n/a	245,000	217,751	(27,249)
02/24/26	Eaglebank Bethesda, MD	03/16/23	Certificate of Deposit	n/a	4.25%	4.25%	244,000	n/a	244,000	237,170	(6,830)
03/02/26	Federal Farm Credit Bank CUSIP #3133EFH91	03/03/21	Government Security	Aaa	2.22%	0.75%	876,000	30,818	906,818	821,793	(85,025)
03/27/26	Federal Agriculture Mtge Corp CUSIP #31422XDX7	03/30/21	Government Security	n/a	0.83%	0.87%	500,000	(468)	499,532	453,210	(46,322)
04/23/26	Malaga Bank Palos Verdes Peninsula, CA	04/23/21	Certificate of Deposit	n/a	0.55%	0.55%	245,000	n/a	245,000	216,178	(28,822)
04/24/26	Federal National Mortgage Assn CUSIP #3135G0K36	04/26/21	Government Security	Aaa	2.13%	0.77%	500,000	17,206	517,206	466,360	(50,846)
05/19/26	Eaglemark Savings Bank Reno, NV	05/19/21	Certificate of Deposit	n/a	0.70%	0.70%	245,000	n/a	245,000	216,668	(28,332)
05/31/26	US Treasury Notes CUSIP #91282CCF6	11/23/22	Government Security	Aaa	0.75%	4.15%	500,000	(42,478)	457,522	449,045	(8,477)
06/01/26	Golden St TOB CUSIP #38122NC59	05/10/23	Municipal Security	A	2.16%	4.52%	150,000	(8,812)	141,188	136,182	(5,006)
06/05/26	Enterprise Bank Omaha, NE	09/27/23	Certificate of Deposit	n/a	0.85%	4.99%	249,000	(25,855)	223,145	220,460	(2,685)
06/24/26	First Financial Bank Dakota Dunes, SD	09/27/23	Certificate of Deposit	n/a	3.15%	5.11%	249,000	(12,425)	236,575	234,526	(2,049)
06/30/26	UBS Bank USA Salt Lake City, UT	05/19/21	Certificate of Deposit	n/a	0.90%	0.90%	245,000	n/a	245,000	216,634	(28,366)

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07/01/26	New York Community Bank Hicksville, NY	06/29/21	Certificate of Deposit	n/a	0.85%	0.85%	\$ 245,000	n/a	\$ 245,000	\$ 216,563	\$ (28,437)
07/22/26	Toyota Financial Savings Bank Henderson, NV	07/22/21	Certificate of Deposit	n/a	0.95%	0.95%	245,000	n/a	245,000	216,676	(28,324)
08/01/26	Rancho Adobe Fire Protection CUSIP #752096AE7	10/14/21	Municipal Security	Aa	1.43%	1.25%	260,000	1,297	261,297	233,514	(27,783)
08/13/26	Synchrony Bank Draper, UT	08/13/21	Certificate of Deposit	n/a	0.90%	0.90%	245,000	n/a	245,000	215,855	(29,145)
09/24/26	Federal National Mortgage Assn CUSIP #3135G0Q22	09/24/21	Government Security	Aaa	1.88%	0.80%	500,000	15,877	515,877	459,165	(56,712)
09/29/26	First Bank Richmond Richmond, IN	09/29/21	Certificate of Deposit	n/a	0.55%	0.55%	245,000	n/a	245,000	212,493	(32,507)
10/01/26	California Infrastructure Bonds CUSIP #13034AL73	10/05/22	Municipal Security	AAA	1.04%	4.69%	155,000	(15,709)	139,291	137,394	(1,897)
10/01/26	Manteca Redevelopment Bonds CUSIP #56453RBA1	10/05/22	Municipal Security	AA	2.04%	4.81%	115,000	(8,814)	106,186	103,917	(2,269)
10/31/26	US Treasury Notes CUSIP #912828YQ7	11/23/22	Government Security	Aaa	1.63%	4.07%	250,000	(17,563)	232,437	227,480	(4,957)
11/17/26	Capital One Bank Glen Allen, VA	11/17/21	Certificate of Deposit	n/a	1.10%	1.10%	245,000	n/a	245,000	215,154	(29,846)
11/17/26	Capital One National McLean, VA	11/17/21	Certificate of Deposit	n/a	1.10%	1.10%	245,000	n/a	245,000	215,154	(29,846)
11/17/26	Federal Agricultural Mtge Corp CUSIP #31422XPS5	09/27/23	Government Security	n/a	1.15%	4.86%	500,000	(53,294)	446,706	445,715	(991)
12/21/26	Federal Home Loan Bank CUSIP #3130AQF65	12/30/21	Government Security	Aaa	1.25%	1.26%	500,000	(117)	499,883	446,480	(53,403)
12/28/26	Federal Farm Credit Bank CUSIP #3133EJ4E6	01/18/22	Government Security	Aaa	3.13%	1.58%	200,000	9,726	209,726	189,576	(20,150)
12/31/26	Bank Kremlin Kremlin, OK	12/31/21	Certificate of Deposit	n/a	1.05%	1.05%	245,000	n/a	245,000	213,579	(31,421)
01/15/27	San Joaquin Hills Trans Agency CUSIP # 798111HF0	01/19/22	Municipal Security	A2	2.15%	1.88%	500,000	4,270	504,270	452,710	(51,560)
02/10/27	Federal Agriculture Mtge Corp CUSIP #31422XTX0	02/17/22	Government Security	n/a	1.60%	1.96%	550,000	(6,423)	543,577	495,891	(47,686)
02/17/27	Beal Bank USA Las Vegas, NV	02/23/22	Certificate of Deposit	n/a	1.90%	1.90%	245,000	n/a	245,000	219,108	(25,892)

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<b>MATURITY DATE</b>	<b>DESCRIPTION (ISSUER)</b>	<b>PURCHASE DATE</b>	<b>INVESTMENT TYPE</b>	<b>INVESTMENT RATING</b>	<b>STATED % RATE</b>	<b>YIELD</b>	<b>FACE VALUE</b>	<b>PREMIUM/ (DISCOUNT)</b>	<b>COST OF INVESTMENT</b>	<b>MARKET VALUE</b>	<b>UNREALIZED GAIN / (LOSS)</b>
02/23/27	<b>Sallie Mae Bank</b> Salt Lake City, UT	10/13/22	Certificate of Deposit	n/a	2.20%	4.17%	\$ 184,000	\$ (11,417)	\$ 172,583	\$ 166,238	\$ (6,345)
03/01/27	<b>Sonoma Marin Area Rail Transit</b> CUSIP #835588BA1	12/07/22	Municipal Security	AA	1.73%	4.45%	500,000	(42,700)	457,300	445,450	(11,850)
03/12/27	<b>Federal Home Loan Bank</b> CUSIP #3130A3DU5	03/17/22	Government Security	Aaa	3.00%	2.20%	500,000	13,197	513,197	470,770	(42,427)
03/16/27	<b>American Express Nat'l Bank</b> Sandy, UT	03/16/22	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	219,491	(25,509)
03/17/27	<b>Beal Bank</b> Plano, TX	03/23/22	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	218,307	(26,693)
04/14/27	<b>Comenity Capital Bank</b> Draper, UT	04/14/22	Certificate of Deposit	n/a	2.65%	2.65%	245,000	n/a	245,000	223,964	(21,036)
04/30/27	<b>US Treasury Notes</b> CUSIP # 91282CEN7	01/18/23	Government Security	Aaa	2.75%	3.64%	1,000,000	(29,769)	970,231	935,120	(35,111)
05/01/27	<b>LA Unified School District</b> CUSIP # 544646A77	05/11/22	Municipal Security	Aa3	5.72%	3.81%	500,000	31,835	531,835	502,365	(29,470)
05/15/27	<b>US Treasury Notes</b> CUSIP #912828X88	05/24/22	Government Security	Aaa	2.38%	2.87%	500,000	(8,354)	491,646	461,095	(30,551)
06/09/27	<b>Federal Home Loan Bank</b> CUSIP #3130A5JU4	06/22/22	Government Security	Aaa	3.04%	3.43%	200,000	(2,658)	197,342	188,096	(9,246)
06/11/27	<b>Federal Home Loan Bank</b> CUSIP #3130ASGU7	06/22/22	Government Security	Aaa	3.50%	3.41%	200,000	653	200,653	191,162	(9,491)
06/15/27	<b>Federal Farm Credit Bank</b> CUSIP #3133EHNR0	06/22/22	Government Security	Aaa	2.58%	3.43%	480,000	(14,033)	465,967	443,486	(22,481)
07/01/27	<b>Sequoia CA Union High</b> CUSIP #817409N50	05/10/23	Municipal Security	AA1	1.95%	4.20%	350,000	(27,037)	322,963	313,355	(9,608)
07/16/27	<b>Federal Farm Credit Bank</b> CUSIP #3133EAXT0	07/26/22	Government Security	Aaa	2.75%	2.98%	135,000	(1,099)	133,901	125,327	(8,574)
08/01/27	<b>Corona Norco Ca Unif Sch Dist</b> CUSIP # 219764SB4	08/04/22	Municipal Security	AA-	2.30%	3.63%	250,000	(11,824)	238,176	224,723	(13,453)
08/01/27	<b>Escondido CA Unif Sch Dist</b> CUSIP # 2963871UV7	08/05/22	Municipal Security	AA2	1.13%	3.53%	100,000	(8,532)	91,468	86,209	(5,259)
08/01/27	<b>Martinez CA Uni Sch Dist</b> CUSIP # 573428MN6	08/04/22	Municipal Security	AA	1.26%	3.43%	250,000	(19,311)	230,689	216,637	(14,052)
08/01/27	<b>San Marcos CA Uni Sch Dist</b> CUSIP # 798755GC2	08/05/22	Municipal Security	AA	2.31%	3.68%	185,000	(8,974)	176,026	166,994	(9,032)

**CITY OF ATASCADERO**  
**INVESTMENT REPORT**  
*September 30, 2023*

**ITEM NUMBER:**  
**DATE:**

**A-4**  
**12/12/23**

<b>MATURITY DATE</b>	<b>DESCRIPTION (ISSUER)</b>	<b>PURCHASE DATE</b>	<b>INVESTMENT TYPE</b>	<b>INVESTMENT RATING</b>	<b>STATED % RATE</b>	<b>YIELD</b>	<b>FACE VALUE</b>	<b>PREMIUM/ (DISCOUNT)</b>	<b>COST OF INVESTMENT</b>	<b>MARKET VALUE</b>	<b>UNREALIZED GAIN / (LOSS)</b>
08/01/27	<b>Southwestern Comm College</b> CUSIP # 845389LS2	08/04/22	Municipal Security	AA-	1.53%	3.53%	\$ 155,000	\$ (11,010)	\$ 143,990	\$ 135,999	\$ (7,991)
08/26/27	<b>Federal Agriculture Mtge Corp</b> CUSIP #31422XF23	09/02/22	Government Security	n/a	3.20%	3.49%	500,000	(5,263)	494,737	470,735	(24,002)
09/15/27	<b>Luminate Bank</b> Minnetonka, MN	09/15/22	Certificate of Deposit	n/a	3.40%	3.40%	245,000	n/a	245,000	228,776	(16,224)
09/15/27	<b>Ponce de Leon Fed Bank</b> Bronx, NY	09/15/22	Certificate of Deposit	n/a	3.50%	3.50%	245,000	n/a	245,000	229,651	(15,349)
09/15/27	<b>University of Pittsburgh</b> CUSIP # 798755GC2	09/15/22	Municipal Security	AA+	3.18%	3.81%	500,000	(11,503)	488,497	465,750	(22,747)
10/08/27	<b>Federal National Mortgage Assn</b> CUSIP #3135G05Y5	10/12/22	Government Security	Aaa	0.75%	4.12%	1,000,000	(123,836)	876,164	855,130	(21,034)
10/31/27	<b>US Treasury Notes</b> CUSIP # 91282CAU5	11/09/22	Government Security	Aaa	0.50%	4.31%	600,000	(84,888)	515,112	507,540	(7,572)
11/15/27	<b>Tulare CA Sewer Rev</b> CUSIP #899124MH1	04/12/23	Municipal Security	AA	1.93%	4.47%	325,000	(30,816)	294,184	284,069	(10,115)
11/15/27	<b>US Treasury Notes</b> CUSIP # 9128283F5	12/07/22	Government Security	Aaa	2.25%	3.79%	500,000	(29,121)	470,879	454,725	(16,154)
12/15/27	<b>Forbright Bank</b> Potomac, MD	12/15/22	Certificate of Deposit	n/a	4.00%	4.00%	245,000	n/a	245,000	233,358	(11,642)
12/16/27	<b>Community West Bank NA</b> Goleta, CA	12/16/22	Certificate of Deposit	n/a	4.00%	4.00%	245,000	n/a	245,000	233,348	(11,652)
01/12/28	<b>Inter-American Dev Bank</b> CUSIP # 4581X0EH7	01/19/23	Supranational Security	Aaa	4.00%	3.70%	1,000,000	11,776	1,011,776	969,430	(42,346)
02/10/28	<b>First National Bk of Michigan</b> Kalamazoo, MI	02/10/23	Certificate of Deposit	n/a	3.70%	3.70%	249,000	n/a	249,000	233,804	(15,196)
02/15/28	<b>Belmont Bank &amp; Trust</b> Chicago, IL	02/15/23	Certificate of Deposit	n/a	3.75%	3.75%	249,000	n/a	249,000	234,242	(14,758)
02/15/28	<b>US Treasury Notes</b> CUSIP # 9128283W8	02/01/23	Government Security	Aaa	2.75%	3.64%	500,000	(17,936)	482,064	462,420	(19,644)
02/17/28	<b>Vision Bank</b> St. Louis, MN	02/17/23	Certificate of Deposit	n/a	3.75%	3.75%	249,000	n/a	249,000	234,222	(14,778)
03/10/28	<b>Federal Home Loan Bank</b> CUSIP # 3130ATSS7	03/15/23	Government Security	Aaa	4.50%	3.90%	600,000	14,610	614,610	596,772	(17,838)
03/17/28	<b>Affinity Bank</b> Covington, GA	03/17/23	Certificate of Deposit	n/a	4.90%	4.90%	245,000	n/a	245,000	241,367	(3,633)



**CITY OF ATASCADERO**  
**INVESTMENT REPORT**  
*September 30, 2023*

**ITEM NUMBER:**  
**DATE:**

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**12/12/23**

<b>MATURITY DATE</b>	<b>DESCRIPTION (ISSUER)</b>	<b>PURCHASE DATE</b>	<b>INVESTMENT TYPE</b>	<b>INVESTMENT RATING</b>	<b>STATED % RATE</b>	<b>YIELD</b>	<b>FACE VALUE</b>	<b>PREMIUM/ (DISCOUNT)</b>	<b>COST OF INVESTMENT</b>	<b>MARKET VALUE</b>	<b>UNREALIZED GAIN / (LOSS)</b>
03/20/28	<b>Bank Five Nine</b> Oconomowoc, WI	03/20/23	Certificate of Deposit	n/a	4.65%	4.65%	\$ 245,000	n/a	\$ 245,000	\$ 238,922	\$ (6,078)
04/01/28	<b>California State Bonds-Taxable</b> CUSIP #13063DGC6	04/12/23	Municipal Security	AA	3.50%	3.98%	150,000	(2,921)	147,079	140,850	(6,229)
04/01/28	<b>California State Bonds-GO</b> CUSIP #13063DGC6	04/12/23	Municipal Security	AA	3.50%	3.98%	525,000	(10,224)	514,776	492,975	(21,801)
04/06/28	<b>Morgan Stanley Bank</b> Salt Lake City, UT	09/28/23	Certificate of Deposit	n/a	4.65%	4.69%	244,000	(380)	243,620	237,927	(5,693)
05/12/28	<b>Central Bank</b> Little Rock, AR	05/12/23	Certificate of Deposit	n/a	3.85%	3.85%	249,000	n/a	249,000	235,952	(13,048)
05/16/28	<b>CIBC Bank</b> Chicago, IL	05/16/23	Certificate of Deposit	n/a	4.35%	4.35%	244,000	n/a	244,000	234,752	(9,248)
05/16/28	<b>Univest Bank &amp; Trust</b> Souderton, PA	05/16/23	Certificate of Deposit	n/a	4.40%	4.40%	249,000	n/a	249,000	240,001	(8,999)
05/30/28	<b>Idaho First Bank</b> McCall, ID	05/30/23	Certificate of Deposit	n/a	4.20%	4.20%	245,000	n/a	245,000	242,080	(2,920)
05/31/28	<b>Customers Bank</b> Phoenixville, PA	05/31/23	Certificate of Deposit	n/a	4.45%	4.45%	244,000	n/a	244,000	241,116	(2,884)
06/09/28	<b>Federal Home Loan Bank</b> CUSIP #3130AEB25	06/20/23	Government Security	AA+	3.25%	4.03%	170,000	(5,600)	164,400	159,708	(4,692)
06/30/28	<b>Federal Home Loan Bank</b> CUSIP #3130AWN63	08/03/23	Government Security	Aaa	4.00%	4.33%	500,000	(7,015)	492,985	485,400	(7,585)
07/06/28	<b>HSBC Bank USA</b> McLean, VA	07/18/23	Certificate of Deposit	n/a	3.30%	4.57%	249,000	(13,564)	235,436	227,173	(8,263)
07/26/28	<b>Park State Bank</b> Duluth, MN	07/26/23	Certificate of Deposit	n/a	4.45%	4.45%	249,000	n/a	249,000	240,098	(8,902)
07/31/28	<b>Medallion Bank</b> Salt Lake City, UT	07/31/23	Certificate of Deposit	n/a	4.40%	4.40%	249,000	n/a	249,000	239,543	(9,457)
08/01/28	<b>New York City Transitional Fin Auth</b> CUSIP #64971XBN7	08/16/23	Municipal Security	Aa1	4.90%	4.90%	850,000	(63,540)	786,460	774,826	(11,634)
08/17/28	<b>United Fidelity Bank FBS</b> Evansville, IN	09/13/23	Certificate of Deposit	n/a	4.50%	4.50%	249,000	n/a	249,000	240,507	(8,493)
09/05/28	<b>Discover Bank</b> Greenwood, DE	09/07/23	Certificate of Deposit	n/a	4.55%	4.55%	244,000	n/a	244,000	236,148	(7,852)
09/13/28	<b>Optum Bank Inc</b> Draper, UT	09/13/23	Certificate of Deposit	n/a	4.55%	4.55%	244,000	n/a	244,000	236,124	(7,876)

**CITY OF ATASCADERO  
INVESTMENT REPORT  
September 30, 2023**

**ITEM NUMBER: A-4  
DATE: 12/12/23**

<u>MATURITY DATE</u>	<u>DESCRIPTION (ISSUER)</u>	<u>PURCHASE DATE</u>	<u>INVESTMENT TYPE</u>	<u>INVESTMENT RATING</u>	<u>STATED % RATE</u>	<u>YIELD</u>	<u>FACE VALUE</u>	<u>PREMIUM/ (DISCOUNT)</u>	<u>COST OF INVESTMENT</u>	<u>MARKET VALUE</u>	<u>UNREALIZED GAIN / (LOSS)</u>
09/21/28	<b>Merrick Bank</b> South Jordan, UT	09/21/23	Certificate of Deposit	n/a	4.50%	4.50%	\$ 249,000	n/a	\$ 249,000	\$ 240,312	\$ (8,688)
09/27/28	<b>Legacy Bank &amp; Trust</b> Mountain Grove, MO	09/27/23	Certificate of Deposit	n/a	4.50%	4.50%	249,000	n/a	249,000	240,277	(8,723)
09/29/28	<b>Star Bank</b> Maple Lake, MN	09/29/23	Certificate of Deposit	n/a	4.65%	4.65%	244,000	n/a	244,000	237,105	(6,895)
<b>Total Funds Managed by the City</b>							<u>64,368,054</u>	<u>(655,574)</u>	<u>63,712,480</u>	<u>61,056,010</u>	<u>(2,656,471)</u>
<b>Funds Managed by Fiscal Agent</b>											
n/a	<b>BNY Western Trust</b> Hamilton Treas. Money	n/a	Treasury Fund	Aaa	n/a	2.80%	\$ 2,053,910	n/a	\$ 2,053,910	\$ 2,053,910	(0)
n/a	<b>BNY Western Trust</b> Hamilton Treas. Money	n/a	Treasury Fund	Aaa	n/a	2.80%	759,243	n/a	759,243	759,243	0
<b>Total Funds Managed by Fiscal Agent</b>							<u>2,813,153</u>	<u>n/a</u>	<u>2,813,153</u>	<u>2,813,153</u>	<u>0</u>
							<u>\$ 67,181,207</u>	<u>\$ (655,574)</u>	<u>\$ 66,525,633</u>	<u>\$ 63,869,163</u>	<u>\$ (2,656,471)</u>

Average Maturity of Total Portfolio 820 Days  
Weighted Average Yield of Total Portfolio 2.95%

**Certification:**

It has been verified that this investment portfolio is in conformity with the City of Atascadero's investment policy, which was approved by the City Council on September 8, 2020. The City Treasurer certifies that there is sufficient liquidity to meet the City of Atascadero's estimated future expenditures for a period of six months.

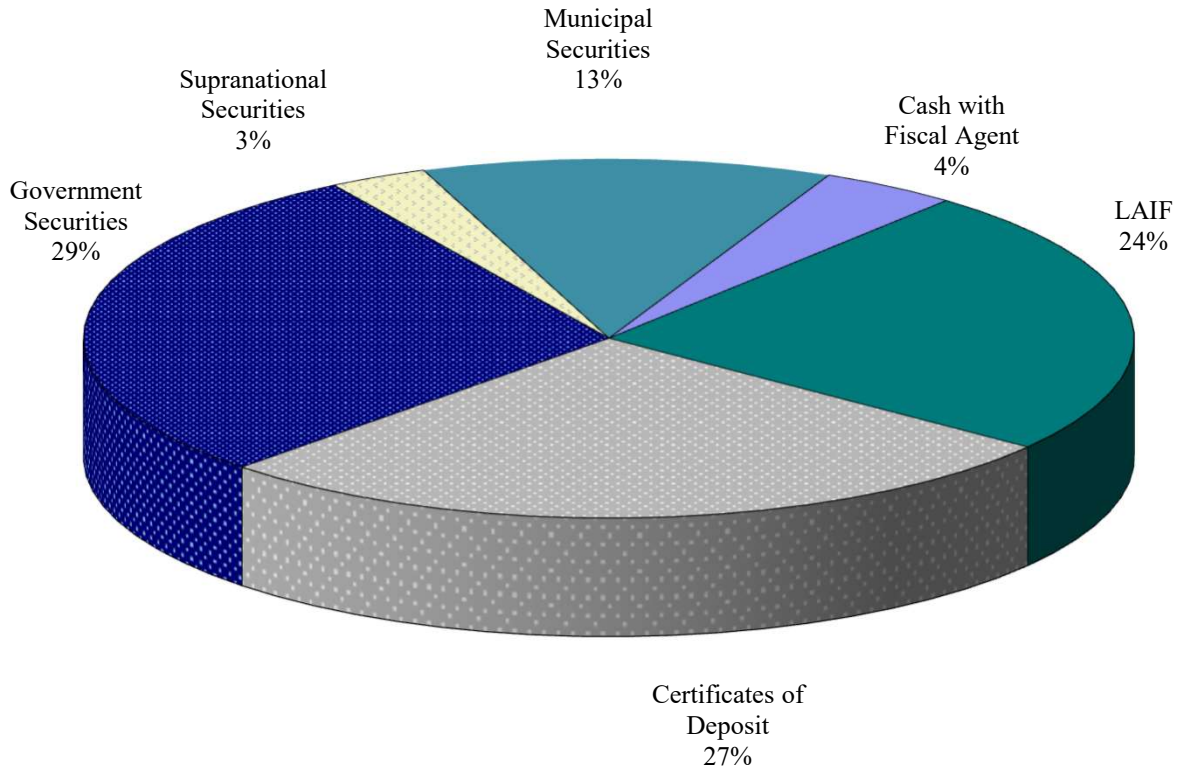
Verified by:   
Jeri Rangel - Director of Administrative Services

Approved by:   
Gere Sibbach - City Treasurer

**City of Atascadero  
Investments by Type  
September 2023**

ITEM NUMBER:  
DATE:

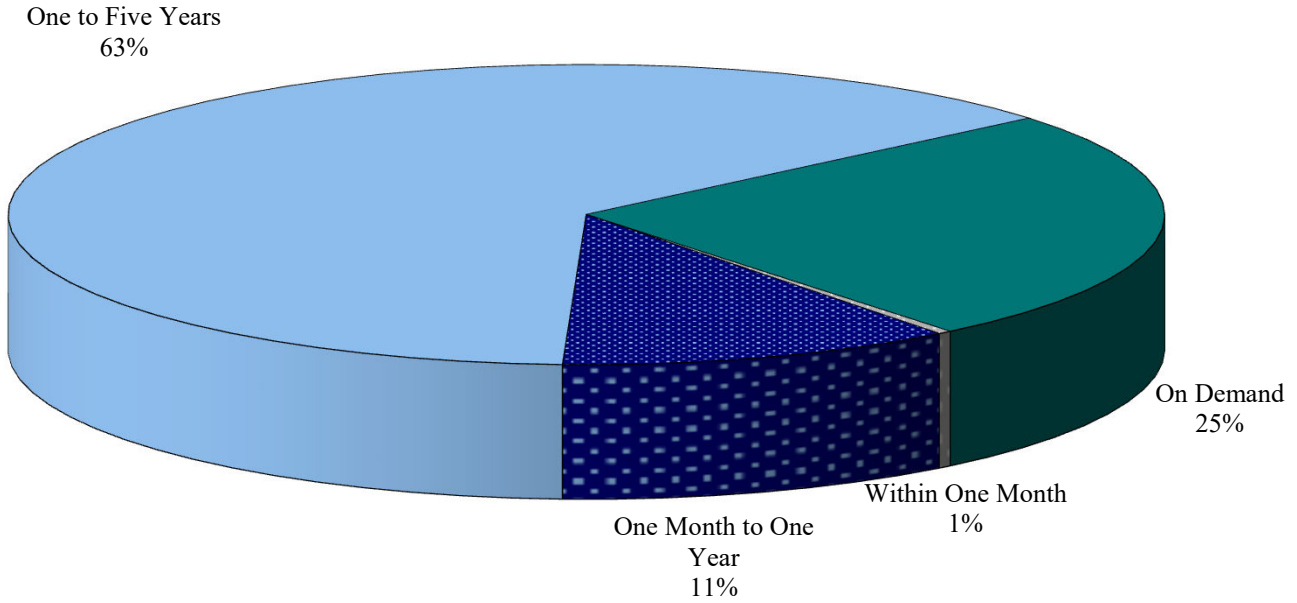
A-4  
12/12/23



<u>Investment</u>	<u>September 2023</u>
LAIF	\$ 16,121,054
Certificates of Deposit	17,915,773
Government Securities	19,262,458
Supranational Securities	2,010,994
Municipal Securities	8,402,201
Cash with Fiscal Agent	2,813,153
	<u>\$ 66,525,633</u>

**City of Atascadero**  
**Investments by Maturity \***  
**September 2023**

ITEM NUMBER: A-4  
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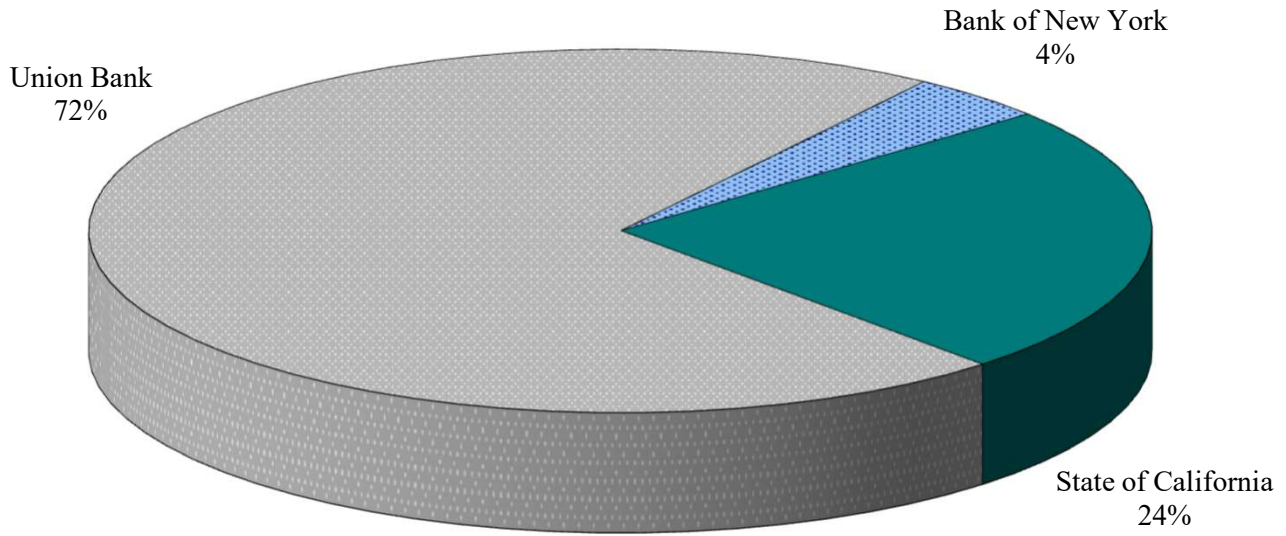


<u>Investment</u>	<u>September 2023</u>
On Demand	\$ 16,121,054
Within One Month	240,000
One Month to One Year	7,063,613
One to Five Years	40,287,813
	<u>\$ 63,712,480</u>

\* Cash with fiscal agent is not included in the totals for this graph because the amounts are restricted based on bond covenants, and therefore, the City doesn't retain the option to liquefy these funds at will.

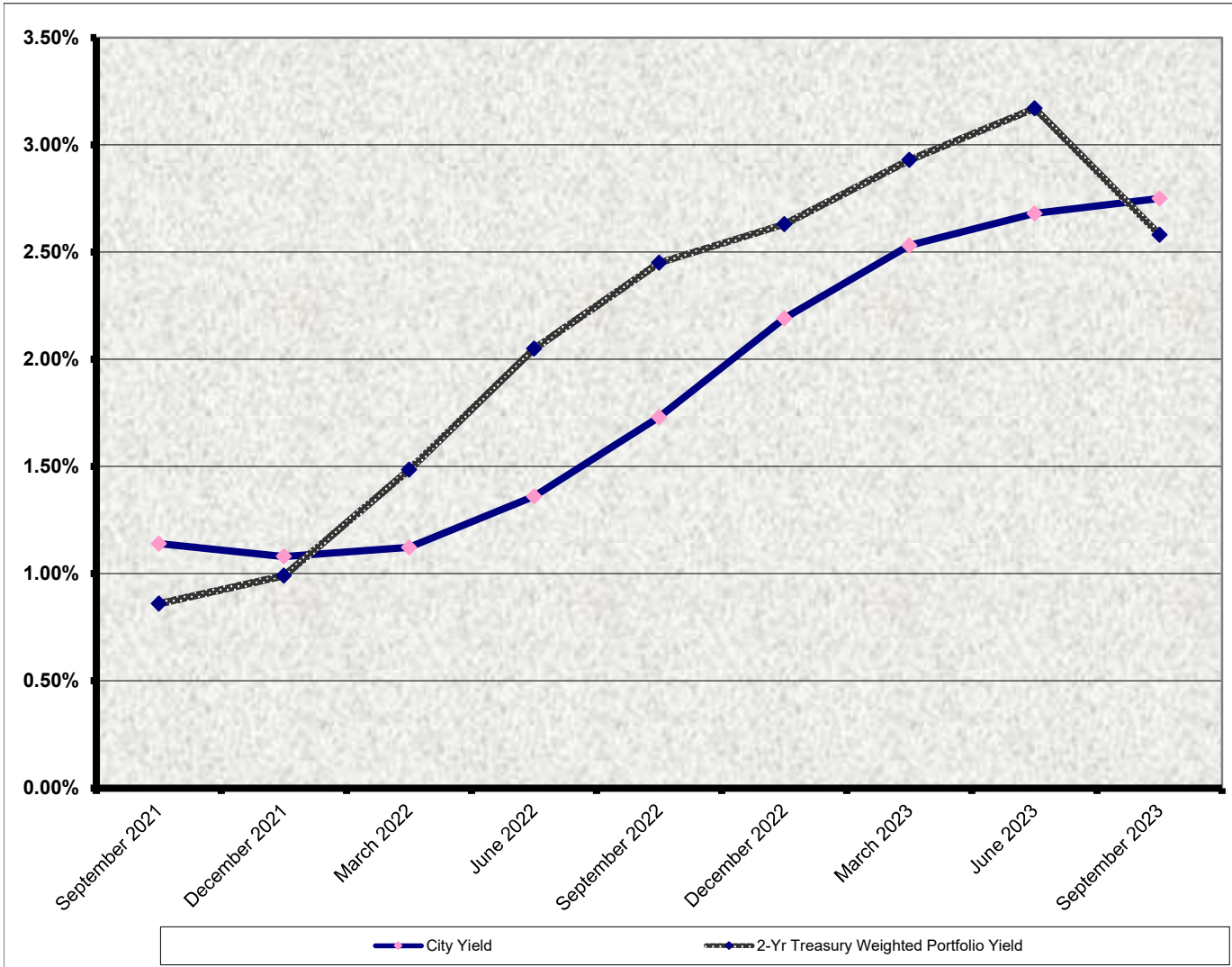
**City of Atascadero**  
**Investments by Custodial Agent**  
**September 2023**

ITEM NUMBER: A-4  
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<u>Custodial Agent</u>	<u>September 2023</u>
State of California	\$ 16,121,054
Union Bank	47,591,426
Bank of New York	2,813,153
	<u>\$ 66,525,633</u>

**City of Atascadero**  
**Investment Yield vs. 2-Year Treasury Yield**  
**For the Quarter Ended September 30, 2023**



	<u>City Yield</u>	<u>2-Yr Treasury Weighted Portfolio Yield</u>
September 2021	1.14%	0.86%
December 2021	1.08%	0.99%
March 2022	1.12%	1.49%
June 2022	1.36%	2.05%
September 2022	1.73%	2.45%
December 2022	2.19%	2.63%
March 2023	2.53%	2.93%
June 2023	2.68%	3.17%
September 2023	2.75%	2.58%



# ***Atascadero City Council***

## ***Staff Report - City Manager***

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### **Contract for City Attorney Services**

#### **RECOMMENDATION:**

Council approve, and authorize the City Manager to execute, an agreement with the law firm of Richards, Watson & Gershon, in substantial conformance with the attached draft agreement, to provide City Attorney legal services for the City of Atascadero, and appoint David Fleishman as City Attorney and Craig Steele as Assistant City Attorney.

#### **DISCUSSION:**

On November 27, 2007, the City Council approved retaining the law firm of Burke, Williams & Sorensen to provide City Attorney services and appointed Brian Pierik, a partner in the Burke firm, to serve as the City Attorney. After 16 years of service to the City, Mr. Pierik advised that he was reducing the scope of his legal practice and the City would need to appoint a new City Attorney. On October 10, 2023, the City Council appointed Karl Berger a partner in the Burke firm, to serve as Interim City Attorney, effective immediately, and authorized the City Manager to issue a Request for Proposals for City Attorney Services.

Following the close of the RFP, the City Council interviewed three qualified firms on December 4, 2023. At the conclusion of the interviews, the Council directed the City Manager to negotiate a contract with Richards, Watson & Gershon (RWG) for City Attorney legal services with David Fleishman to serve as the City Attorney.

David Fleishman has over 30 years of experience in public agency representation and his practice has focused on the representation of public agencies in an advisory role as city attorney or general counsel, as well as in public entity defense litigation, including writs and appeals, civil rights, Fair Labor Standards Act, wrongful termination, employment investigations, public contracting, tort claims, and code enforcement. He currently serves as City Attorney for the City of Pismo Beach and the City of Solvang.

RWG is a statewide leader in providing legal services to municipalities and other public agencies throughout California. The firm has five offices in the state, including a local office in San Luis Obispo. RWG has been an established public law presence in San Luis Obispo County and the Central Coast since 2001. They are a full-service law firm and currently serve as City/Town Attorney to 25 California municipalities, and general or special counsel to local and regional public agencies across the state. RWG has expertise in all areas of municipal law including specialized areas such as land use, environmental law, CEQA, real estate, municipal finance, and code enforcement.

The attached agreement appoints David Fleishman as City Attorney and Craig Steele as Assistant City Attorney.

**FISCAL IMPACT:**

Monthly retainer of \$13,000 for general legal work and additional services billed at an hourly rate. This is within the budget for City Attorney services.

**ATTACHMENT:**

1. Draft City Attorney Agreement
2. Dave Fleishman Bio
3. Craig Steele Bio



# CITY OF ATASCADERO



CONTRACT FOR  
Richards, Watson & Gershon  
for  
CITY ATTORNEY SERVICES



## CONSULTANT SERVICES AGREEMENT

FOR THE

CITY OF ATASCADERO

RICHARDS, WATSON & GERSHON

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation ("City") and Richards, Watson & Gershon ("Consultant"). City and Consultant agree as follows:

1. **SCOPE AND STANDARDS:**

A. **CONTRACT.** Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. **EMPLOYMENT STATUS OF PERSONNEL:**

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CONSULTANT.** Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Consultant for the performance of services pursuant to this Contract shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

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

C. **COMPLIANCE WITH EMPLOYMENT LAWS.** The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. **UNLAWFUL DISCRIMINATION PROHIBITED.** Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. **TIME OF PERFORMANCE:**

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A.

4. **COMPENSATION:**

A. **TERMS.** Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof.

B. **NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.** Consultant shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's express written authorization signed by the City Manager is given to Consultant for the performance of said services.

5. **SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:**

A. **CONSULTANT SUPERVISES PERSONNEL.** The Consultant shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Consultant shall comply with the City Manager's request to monitor performance.

B. **PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.** The City acknowledges that the Consultant may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Consultant is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Consultant's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Consultant may have covering and/or with its employees.

C. **APPOINTMENT OF CITY ATTORNEY AND ASSISTANT CITY ATTORNEY**. David Fleishman is appointed as the City Attorney, and General Counsel to other City agencies and authorities. Craig Steele is appointed as Assistant City Attorney, and Assistant General Counsel to other City agencies and authorities. City Attorney and Assistant City Attorney shall serve at the pleasure of the Legislative body of City, and may be replaced at any time, with or without cause, by the Legislative body, without amending this Agreement. The City Attorney, or approved successor, shall be responsible for providing or causing to be provided the Scope of Work identified in Exhibit A. The parties understand and agree that Consultant may utilize other attorneys within Consultant's firm to assist Mr. Fleishman and Mr. Steele in the performance of legal services.

D. **APPROVAL OF STAFF**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract.

6. **TERMINATION:**

A. **30 DAYS NOTICE**. The City or Consultant, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

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

7. **CHANGES:**

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. **PROPERTY OF CITY:**

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

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

B. **CONSULTANT TO DELIVER CITY PROPERTY.** Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all files and other such materials and property of the City as may have been prepared or accumulated to date by the Consultant in performing this Contract. Consultant will be allowed to retain copies of all deliverables to the City. If City does not accept any physical copies of Consultant's files within a reasonable time following Consultant's offer to transfer, Consultant may destroy such files following notice to City.

9. **CONFLICTS OF INTEREST:**

A. **CONSULTANT** covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Contract. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Consultant agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

10. **CONFIDENTIAL INFORMATION:**

A. **ALL INFORMATION KEPT IN CONFIDENCE.** All materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. **REIMBURSEMENT FOR UNAUTHORIZED RELEASE.** If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

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

11. **PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:**

A. **CONSULTANT PROPERTY.** Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Contract.

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

12. **COMPLIANCE WITH LAW:**

A. **COMPLIANCE REQUIRED.** Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Consultant shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Consultant shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of consultant to comply with this section.

B. **PREVAILING WAGES.** In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by applicable law.

13. **SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

14. **ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.

15. **LIABILITY OF CONSULTANT:**

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

16. **INDEMNIFICATION:**

A. **INDEMNIFICATION FOR PROFESSIONAL LIABILITY.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused by any negligence or wrongful act, error or omission of Consultant, willful misconduct, or recklessness of its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

B. **INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the same arise out of, are a consequence of, or are in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

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

17. **INSURANCE:**

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

18. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

19. **MISCELLANEOUS PROVISIONS:**

A. **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. **UNAUTHORIZED ALIENS.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. **GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

D. **ASSIGNMENT OR SUBSTITUTION.** City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no



understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

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

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

H. **WAIVER.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **SEVERABILITY.** The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. **NOTICES.** All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Atascadero  
City Manager  
6500 Palma Avenue  
Atascadero, CA 93422

Consultant Richards, Watson & Gershon  
David Fleishman  
847 Monterey Street, Suite 206  
San Luis Obispo, California 93401

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

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

Effective to this [redacted] day of [redacted], 2023 by the parties as follows.

**Richards, Watson & Gershon**

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Craig A. Steele, President

**CITY OF ATASCADERO**

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James R. Lewis, City Manager

DRAFT

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

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

Richards, Watson & Gerson

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Craig A. Steele, President

## EXHIBIT A

### Scope of Work

Consultant will provide legal services that assist the City in carrying out its mission in providing effective and efficient municipal services for the community while preserving its quality of life and small-town character in a 21st century environment. Consultant will provide services to the City in a professional, responsible, and unbiased manner at all times. The extent of Consultant's onsite presence will be set and structured in consultation with the City Manager.

Specifically, Consultant will assist the City by:

- Providing clear and concise solution-oriented legal advice and consultation on a daily basis, as requested by members of the City Council, the City Manager, City Commissions, or City staff;
- Attending City Hall office hours at the times and days established between the City Attorney and City Manager;
- Attending City Council and Planning Commission meetings, as well as any other meetings as requested;
- Providing guidance concerning requirements of the Brown Act, Conflicts of Interest, the Political Reform Act, the Public Records Act, CEQA, land use and zoning, tort liability and risk, due process and other legal requirements;
- Providing trainings to elected and appointed officials and City staff, including but not limited to: AB 1234 Ethics Training, Ralph M. Brown Act Training, Public Records Request contracts/agreements, and other legal-related trainings as-needed;
- Preparing, reviewing, and revising staff reports, resolutions, ordinances, legal opinions, contracts, deeds, leases, and all other legal documents as needed by the City;
- Assisting with land use, property acquisitions, property disposals, public improvements, easements, dedications, and right-of-way vacations to help the City promote orderly development;
- Providing legal advice on land use and planning matters and compliance with CEQA for public and private projects;
- Coordinating and/or advising the City in litigation matters including litigation not covered by the City's general liability or worker's compensation insurance or otherwise handled by outside legal counsel;
- Representing the City in litigation matters when assigned to the City Attorney by the City Council;
- Preparing quarterly status reports briefly summarizing the status of litigation matters as well as advising the City Council and City Manager of significant developments in such litigation;
- Representing the City in inter-agency projects and other legal matters;
- Coordinating with and managing outside legal counsel on City litigation and providing oversight of the City's risk management program and general liability claims;
- Providing legal advice and assistance to the City Manager and all operating departments in a collaborative and solution-oriented manner;
- Reviewing compliance with public records for public records requests, records destruction, and assist with contract development;
- Counseling the City regarding taxes, assessments, fees, and other financial advice, including budget and ACFR review and long-term financing options;

- Drafting and updating the City's General Plan, Specific Plans, Municipal Code, and Zoning Code, including regulations related to state and federal housing legislation;
- Monitoring pending and current state and federal legislation and court decisions, as appropriate, and providing written updates on those that have the potential to affect the City, along with suggested action or changes in operations or procedures to assure compliance;
- Providing counsel on personnel matters including disciplinary actions and training; and
- Generally, overseeing and managing the legal affairs of the City and ensuring compliance with all applicable laws.

**EXHIBIT B**

**Compensation and Method of Payment**

Services will be conducted on a time and material basis not to exceed the City’s annual budget for legal services. Any reimbursable costs and annual rate adjustments, beginning on July 1, 2025, will be **included** in the total legal services budget.

**Rates**

Services will be provided on a retainer rate structure with a discounted rate for a block of 50 hours each month. Under this rate structure, the City will be billed \$13,000 per month for the first 50 hours of “General Services” time defined below (the equivalent of \$260 per hour). If the City requires fewer than 50 hours of General Services in a calendar month, the unused balance of such hours shall be credited first to any Special Services and next to any Litigation Services rendered that month to ensure that the City obtains the full economic benefit of the initial 50 hour discounted General Services rate in a calendar month. If the City requires more than 50 hours of General Services in a month, the additional hours will be billed to the City at a rate of \$275 per hour.

Special Services, Litigation Services, Third-Party Services, Paralegal Services, and Bond Counsel Services would be compensated on an hourly fee basis. The rates for each of these categories are listed in the table below, and the categories are described in detail in Exhibit A.

<b>Labor Rates (billed in six-minute increments)</b>	
<b>General Services (Retainer)</b>	\$13,000 per month
<b>General Services (Excess of 50 hours per month)</b>	All Attorneys..... \$275 per hour
<b>Special Services</b>	All Attorneys..... \$290 per hour
<b>Litigation Services (other than <i>Pitchess</i> Motions and Code Enforcement)</b>	All Attorneys..... \$325 per hour
<b>Litigation Services (<i>Pitchess</i> Motions and Code Enforcement)</b>	All Attorneys..... \$245 per hour
<b>Third-Party Services</b>	All Attorneys..... RWG standard rates less 10%
<b>Paralegal Services</b>	All substantive areas ..... \$195 per hour
<b>Bond Counsel Servicea</b>	All Attorneys..... \$425 per hour
<b>Training Services (one AB 1234 training and up to five hours of additional training each fiscal year)</b>	No charge. Additional training if requested will be billed as part of the General Services

**General Services.** General Services are defined to include all services that are not otherwise defined herein as Special Services, Litigation Services, Third-Party Services, Paralegal Services, or Bond Counsel Services. General Services include, without limitation, the following services unless performed in regard to services defined as other than General Services:

1. In-person attendance by the City Attorney or Assistant City Attorney to City Council meetings unless excused by the City Manager;
2. In-person attendance by the City Attorney or Assistant City Attorney to Planning Commission meetings at the designation of the City Manager;

3. Office hours or other communications with City staff and legal services provided to the City.
4. Attendance at Executive Team meetings, City staff meetings, and any other meetings of Commissions and Committees on an as needed basis as directed by the City Manager;
5. Legal research and legal advice, opinions, assistance, and consultation related to municipal law issues to the City Council and Planning Commission, and their various committees and sub-committees, the City Manager, and City staff;
6. Preparation and review of legal opinions, staff reports, ordinances, resolutions, agreements, forms, notices, certificates, deeds, leases/licenses, and other documents for the City Council or Planning Commission as requested;
7. Oversight of legal matters handled by outside counsel;
8. Legal services for entities created by the City Council;
9. Advice to the City Council, Commissioners, and City staff related to the Brown Act, AB 1234, conflicts of interest, the Political Reform Act, meeting parliamentary procedures, and other legal requirements imposed by statute, including periodic training as specified above;
10. Written updates to new state or federal legislation or judicial decisions and suggest action or procedures to ensure compliance; and
11. Such other similar legal services as may be directed by the City Council or City Manager from time to time.

General Services will be billed to, and compensated by, the City as described in Exhibit A, in a retainer arrangement for the first 50 General Services hours, and then on an hourly basis above that.

**Special Services.** Special Services are defined to include the following advisory (non-litigation) services:

1. Real Estate matters;
2. Labor and Employment matters involving hearings before arbitrators/hearing officers;
3. Environmental Law Services, including but not limited to, Hazardous Waste, Clean Air Act, and Clean Water Act issues;
4. Advisory services in connection with complex land use matters, which are defined to mean negotiation, drafting, and related CEQA and/or NEPA work on (a) development agreements and related entitlements, (b) entitlements for land use projects of twenty (20) or more residential units or commercial or mixed use projects in excess of two (2) acres;
5. Housing legal services on tasks or projects requiring ten (10) or more hours;
6. Successor agency advisory matters;
7. Water and water rights law advisory matters;
8. Telecommunications matters;
9. Taxes, fees, and, charges matters (e.g. Proposition 218 & Mitigation Fee Act); and
10. Advisory services related to public bidding and construction disputes;

Special Services will be billed to, and compensated by, the City at a composite hourly rate of \$290 per hour for all attorneys. Travel time incurred for Special Services would be compensated at the Special Services rate, although we do not anticipate incurring any significant travel time for special services.

**Litigation Services.** Litigation Services are defined as the representation of the City in all aspects of the initiation, advancement, or defense of claims in litigation, arbitration, or mediation. Additionally, Litigation Services include representation of the City in administrative proceedings before other public agencies. Litigation Services shall be billed to, and compensated by, the City at composite hourly rates of \$325 per hour for all attorneys, except as to services for *Pitches* Motions and Code Enforcement, which shall be billed to, and compensated by, the City at a discounted composite hourly rate of \$245 per hour for all attorneys. Travel time incurred for Litigation Services would be compensated at the Litigation Services rates.

**Third-Party Services.** Legal services that the City elects to have reimbursed by third-parties shall be compensated at a 10% discount from the Firm's then-standard hourly rates. Travel time incurred for Third-Party Services would be compensated at the Third-Party Services rates.

**Paralegal Services.** Services performed by paralegals shall be billed to, and compensated by, the City at a composite hourly rate of \$195 per hour for all Paralegals in all substantive areas. Travel time incurred for Paralegal Services would be compensated at the Paralegal Services rates.

**Bond Counsel Services.** Bond Counsel Services will be defined as bond counsel, disclosure counsel, and/or issuer counsel services in connection with the issuance of bonds or other obligations by the City, or any entity created, formed or controlled by the City. Bond Counsel Services will be billed to, and compensated by, the City as follows:

1. Consultant shall charge a composite hourly rate for all attorneys of \$425 per hour for any of these services. The maximum total fee charged for an issuance shall not exceed an amount that the City Manager deems fair and reasonable.
2. Consultant's costs and expenses shall be paid in accordance with its legal services agreement.
3. In the event the proceedings for issuance of the bonds are terminated before closing, Consultant would expect to be paid for its services to the date of abandonment at the hourly rate set forth above, not to exceed an amount that the City Manager deems fair and reasonable.
4. If providing Bond Counsel Services involves the formation of a joint powers authority or another entity controlled by the City, Consultant shall provide such Bond Counsel Services.
5. Supplemental bond counsel fees for unanticipated circumstances:
  - a. As to lease revenue bonds, in some instances it may be necessary to call upon the real estate expertise of Consultant to resolve unanticipated issues that arise over questions of title, encumbrances, or other matters relating to the leased assets. In those instances, Consultant will bill the additional time devoted to such unanticipated issues at a composite rate of \$295 per hour. Consultant will notify the City at the earliest point possible if Consultant believes that the work rises to the level of additional time subject to this paragraph. The total fee for this additional work will not exceed an amount which the City Manager deems fair and reasonable, and would be supplemental to the fee amounts due under subsection 1 above.
  - b. As to the refunding of existing tax-exempt bonds, in some instances Consultant review of the timing or purposes of expenditures of proceeds of the refunded



bonds, or the use of property financed or refinanced with proceeds of the refunded bonds, could require unanticipated supplemental analysis. In those instances, Consultant will bill additional time at a composite rate of \$295 per hour. Consultant will notify the City at the earliest point possible if we believe that the work rises to the level of supplemental analysis subject to this paragraph. The total fee for this supplemental analysis will not exceed an amount which the City Manager deems fair and reasonable, and would be supplemental to the fee amounts due under subsection 1 above.

### **Billing Method**

Time incurred in providing legal services will be billed in minimum six-minute increments to billing accounts set up as specified by City. Consultant invoices will provide explanations of tasks performed, dates of work, and the names of the attorneys that performed the work.

### **Reimbursable Costs**

In addition to legal fees, Consultant will bill the City for costs in connection with representation. Mileage and hourly rates will be charged to and from our San Luis Obispo office based on the federal government's standard mileage rate, unless a particular specialized matter requires the in-person attendance of an attorney from one of our other offices. Other costs include copying documents (\$.05/page), court fees, litigation costs, travel costs to/from outside San Luis Obispo County, messenger and delivery services, and other similar costs.

### **Staff Training**

RWG will make available without charge (either in-person or on-line) one two-hour AB 1234 training session each fiscal year and up to five hours of training/staff development each fiscal year on topics mutually agreed upon with the City Manager. Any additional time spent preparing for and providing training would be billed on an hourly basis as General Services (Retainer).

### **Adjustments**

Commencing on July 1, 2025, and on each July 1 thereafter, the monthly and hourly rates charged above shall be automatically increased by a percentage amount equal to the percentage increase in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers, All Items for the San Luis Obispo-Paso Robles-Arroyo Grande region (or other applicable region as agreed upon by Consultant and City) statistical area ("CPI") for the twelve-month period ending on the immediately prior to April 30. Should the San Luis Obispo-Paso Robles-Arroyo Grande CPI cease to be published in its entirety, or on a periodic basis ending on April 30, RWG and the City shall negotiate in good faith for a mutually acceptable alternative. Any other adjustments in the rates shall require prior approval of the City Council. However, rates will not increase by more than five percent (5%) in any given year without City Council approval even if the CPI increase exceeds that amount. Prior to July 1, 2025 and annually thereafter, Consultant will provide City notification of updated rates.

Any additional services authorized by the City of Atascadero, not included in the scope of services as defined by this contract, must be approved in the form of a City of Atascadero **Change Order prior to performing** additional work. All additional work authorized by a City of Atascadero change order will be compensated at the same unit cost for the defined services

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DATE: 12/12/23  
ATTACHMENT: 1

as agreed to in the attached contract. Payment will be made within 30 days after receipt and approval of invoice.

Payments to the consultant in excess of the annual budgeted amount will not be made unless written authorization is executed prior to the date of the additional requested work. Any charges incurred outside of these contract terms will not be authorized for payment.

Richards, Watson & Gershon

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Craig A. Steele, President

## EXHIBIT C

### Insurance Requirements

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subconsultants.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence. City authorizes the Consultant to have a \$250,000 self-insured retention for Errors and Omissions Liability.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

#### Additional Insured

The City of Atascadero will need to be added to the policy as Additional Insured by endorsement to the General Liability, adding the City's name to the Certificate of Insurance is not sufficient and will not be accepted.

Verification of Coverage. Consultant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

# Dave FLEISHMAN

## Of Counsel

### CENTRAL COAST

T 805.439.3515

E [dfleishman@rwglaw.com](mailto:dfleishman@rwglaw.com)



Dave Fleishman has practiced extensively in the area of public law and in the area of labor and employment law for both public and private employers. His practice has focused on the representation of public agencies in an advisory role as city attorney or general counsel, as well as in public entity defense litigation, including writs and appeals, civil rights, Fair Labor Standards Act, wrongful termination, employment investigations, public contracting, tort claims and code enforcement. He has also represented private employers throughout California in wrongful termination, wage and hour, and other employment matters.

## WORK FOR CLIENTS

Dave currently serves as City Attorney for the City of Pismo Beach and the City of Solvang. He formerly served as City Attorney for the cities of Guadalupe, Pacific Grove, and Deputy City Attorney for the City of Atascadero. He also previously served as Assistant City Attorney for the City of Morro Bay. He has represented over 40 cities and special districts in California and Nevada in various labor and employment matters, including personnel investigations on a wide variety of topics.

## PROFESSIONAL EXPERIENCE

Dave previously served as the President of the City Attorneys Department of the League of California Cities, and as the chair of the League's Legal Advocacy Committee. Prior to returning to Richards, Watson & Gershon, where he began his legal career in 1991, Dave was a partner for nearly 25 years in the law firm of Hanley & Fleishman, LLP, which focused on public agency representation throughout California.

### PRACTICE AREAS

Labor & Employment  
Municipal & Public Agency  
Law

### FOCUS AREAS

Personnel & Human Resources  
Public Records & E-Documents  
Public Works & Public  
Contracting

### EDUCATION

J.D. *cum laude*, University of  
Arizona School of Law  
A.B., University of California,  
Berkeley

## PROFESSIONAL AND COMMUNITY AFFILIATIONS

Chairperson, Legal Advocacy Committee, League of California Cities, 2018-19, Member 2017-18, 2012-14

Past President, City Attorneys Department, League of California Cities, 2021-2022

Member of Ad Hoc Committee - League of California Cities City Attorneys Department Listserv

Moderator – League of California Cities City Attorneys Department Listserv

Legislative Consultant – League of California Cities

## EXPERIENCE

## PUBLISHED OPINIONS

▶ *George v. City of Morro Bay*, 177 F. 3d. 885 (9th Cir. 1999)

## NEWS

Supreme Court Reaffirms "California Rule" for Public Agency Employee Pensions and Upholds PEPRA Changes  
07.31.2020

## PRESENTATIONS

Email and E-Records Retention Issues under the Public Records Act  
League of California Cities City Attorneys Conference, 05.2013

Dealing With Disruptive Members of the Public  
League of California Cities Annual Conference, 10.2002

## PUBLICATIONS

Paper Terrorism: The Impact of the "Sovereign Citizen" on Local Government  
*Public Law Journal*, Vol. 27, No. 2, 2004

Featured Lawyer  
*Wired Lawyers*, 11 *Law Office Computing* 2, April/May 2001

# Craig STEELE

Shareholder

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Craig A. Steele is a shareholder in the Public Law Department at Richards, Watson & Gershon and serves on the Firm's Management Committee. Mr. Steele has over 30 years of experience practicing local government law and has worked in government and politics for over 35 years. Mr. Steele is the City Attorney for the City of Monrovia, General Counsel to the Nipomo Community Services District, and Senior Counsel to the Los Angeles County Children and Families First Proposition 10 Commission ("First 5 LA").

A former political campaign manager, Mr. Steele is an expert in elections, voting rights, and government ethics laws and has frequently been asked to speak and teach about those subjects by the League of California Cities, Institute for Local Government (ILG), California Special Districts Association, and other organizations.

Mr. Steele concentrates on the representation of public agency clients in a wide range of government law areas and has spoken and written extensively on open government issues including Public Entity Ballot Measures, Lobbying, Public Records, Open Meeting Laws, and Conflicts of Interest Law. His article "The Rules on Lobbying: What Every Local Official Should Know" was published in the January, 2010 issue of Western City Magazine. He is a past member of the FPCC Committee of the League of California Cities' City Attorneys Department and also served on a task force of the Institute for Local Government drafting a resources book on open space acquisition by cities.

Mr. Steele is a past President of the Board of Directors of the Community Center of La Cañada Flintridge, former Vice President and a member of the Board of Directors of the Spartan Boosters, and served for several years as Chair of the La Cañada Unified School District's Bond Oversight Committee. He was also an adjunct professor in the USC Price School of Public Policy in 2011 and 2012. He is a frequent speaker to classes at the USC Gould School of Law where his wife,

## PRACTICE AREAS

Municipal & Public Agency Law

## FOCUS AREAS

Elections, Voting & Campaign Finance

## EDUCATION

J.D., University of Southern California Gould School of Law

B.A., University of Southern California

Susan Wright, is Professor of Lawyering Skills and Director of Academic Success.

## WORK FOR CLIENTS

As a public law attorney, Mr. Steele has broad experience with the legal issues that are important to public agencies of all types, structures, geography, and characteristics. He has served as a city attorney in charter cities and general law cities; in full-service cities and contract cities. Mr. Steele works with cities that provide police and fire services, utilities, and independent libraries, as well as cities that contract for such services. He has served in coastal communities, a foothill community with a wilderness preserve, and both built out and rural communities.

He has served as an independent investigator on campaign finance law issues for Ventura County, and has advised candidates for local, state, and federal offices and other private interests on a variety of election and political law matters. Mr. Steele is advising numerous public entities regarding voting rights, district election issues, and redistricting.

In the land use area, Mr. Steele has worked on a range of projects ranging from large (5,000+ planned units) residential subdivisions to small mixed use projects in historic downtowns. He has authored unique ordinances on such subjects as picketing in residential areas and food truck regulation. Mr. Steele also is the author of dozens of local ballot measures, including open space preservation, local taxes and bond measures, fireworks regulation, and transportation issues. Public agencies consult with him at all stages of the process of ballot measure process, from polling and strategic decisions, to drafting the measure, to advising about processes and permissible public agency involvement in ballot measure activities. Many entities with "in-house" City Attorneys and General Counsel have consulted with Mr. Steele on elections and voting issues, including the Cities of Compton, Redondo Beach, Hawthorne, Pasadena, Fremont, Livermore, San Luis Obispo, and the San Diego Association of Governments. In recent election cycles, Mr. Steele advised clients on issues as significant and diverse as the Los Angeles County and San Diego County sales tax proposals to fund transportation projects, marijuana taxes and regulations throughout the State, local land use measures on the Central Coast, and districting measures in Imperial, San Bernardino, and Riverside Counties.

## PROFESSIONAL EXPERIENCE

Prior to joining Richards, Watson & Gershon out of law school in 1992, Mr. Steele was a political campaign consultant and public affairs professional at Cerrell Associates, Inc., one of the nation's most prominent public affairs firms. He worked on campaigns for state, local, and federal offices, including two presidential campaigns. He worked as advance staff for political figures such as U.S. Senators Albert Gore, Jr., Alan Simpson, and Lloyd Bentsen, Assembly Speaker Willie Brown, Los Angeles Mayor Tom Bradley, and Honolulu Mayor Frank Fasi. He also worked as advance staff in connection with events such as the 1984 Olympics and the Los Angeles visits of Pope John Paul II in 1987, and His Holiness Vazken I of the Armenian Apostolic Church in 1988.

## HONORS & AWARDS

City of Monrovia Community Policing Award, 2013

La Cañada Unified School District Governing Board's Award for Service, 2007

## PROFESSIONAL AND COMMUNITY AFFILIATIONS

Member, Los Angeles County Bar Association

## EXPERIENCE

### HIGHLIGHTED PROJECTS (PUBLIC LAW)

- ▶ **First 5 LA – Interim CEO Appointment (2012).** As longtime counsel to First 5 LA, a Los Angeles County public agency that invests tobacco tax dollars for the benefit of children aged 0-5 and their families, Craig advised the Board and agency through the departure of the agency's CEO. After the separation, the Board asked Craig to serve as Interim CEO while a new CEO was recruited. He served in that position, running an agency with over 100 employees and an annual budget in excess of \$170 million, for a year while also coordinating the search for a permanent CEO.
- ▶ **City of Highland – Change to City Council Districts.** In response to a claim of racially-polarized voting patterns under the California Voting Rights Act ("CVRA"), Craig advised the City throughout the process of creating a district-based election system. This work included drafting a ballot measure seeking voter approval of the district system, guiding the City through the public process to create districts, and advising the City Clerk and City Council throughout the first district-based elections.
- ▶ **City of Monrovia – Opening of Hillside Wilderness Preserve.** This nearly 20-year project created one of Southern California's largest publicly-owned and publicly-accessible wilderness preserves in the foothills of Monrovia. Craig's work on this started with drafting the initial ballot measure that created the General Plan designation and Specific Plans for the area, and then advising the City throughout the cooperative acquisition of the Preserve property from various private owners using a combination of grant funds and the proceeds of a City special tax. He helped to draft and implement a property management plan that survived a CEQA challenge and limited opposition from local residents. Craig then participated in the process of the City acquiring the final easements and accesses needed to facilitate public access and drafting public access and use rules. The Preserve opened to the public in 2017.



## NEWS

Attorney General Declares That SB 1439 Campaign Contribution Rules Do Not Apply Retroactively  
10.25.2023

California Supreme Court Provides Clarity on California Voting Rights Act Voter Dilution Requirement  
08.28.2023

Campaign Contributions Can Create Conflicts of Interest for Local Elected Officials Under New Law  
01.03.2023

Relaxed Brown Act Requirements Will Temporarily Remain in Effect After June 15  
06.04.2021

County Pays \$1.35 Million Penalty for Public Funds Spent in Support of Ballot Measure  
09.01.2020

“Open and Public” Meetings and the COVID-19 Virus Emergency  
03.16.2020

Proposed Ballot Measure Increasing Vote Requirement for Local Tax Measures Will NOT be on November Ballot;  
Local Soda Taxes Prohibited in Legislative Deal  
06.29.2018

## PRESENTATIONS

When the Gavel Strikes: Tips for Efficient and Effective Public Meetings  
California Special Districts Association, 08.30.2023

Lunch and Learn: California’s New Campaign Contribution Regulations, What Local Governments Need to Know (SB  
1439)  
Institute for Local Government, 07.13.2023

Local Ballot Measures: Issues for City Attorneys  
BACA (Bay Area City Attorneys), 01.31.2020

Meeting Management: Tips for Efficient and Effective Public Meetings  
USC Sol Price School of Public Policy Local Leader Academy, 10.2019

Meeting Management – Tips for Efficient & Effective Public Meetings  
California Special Districts Association Annual Conference, September 25-28, 2019

Candidate & Ballot Measure Elections: The Role of District Board Secretaries and Clerks  
California Special Districts Association Board Secretary/Clerk Conference, 2018

Public Agency Advocacy: Rules Regarding Ballot Measures and Lobbying  
California Special Districts Association Annual Conference, 2018

The California Voting Rights Act and Imposed District Elections  
The California Voting Rights Act and Imposed District Elections, 2016

Local Initiatives and Referenda: Key Considerations for City Attorneys  
League of California Cities City Attorneys Department, 2015

Tips for Effective Lawyering  
USC Gould School of Law First Year Class, 2015

Dealing with Disruptions at Public Meetings  
CLE International Municipal Law Conference, 2010

## PUBLICATIONS

Local Ballot Measures: The Line Between Information and Campaigning  
*California Special Districts, Volume 17, Issue 3, July-Aug 2022*

Local Public Agency Advocacy: The Line Between Information and Campaigning  
*California Special Districts, Volume 13, Issue 4, Jul-Aug 2018*

The Rules on Lobbying: What Every Local Official Should Know  
*Western Cities Magazine, 01.10.2010*

Proposition 208 Implementation Guide (contributor)  
*League of California Cities, 2007*

New Election Law May Change the Face of Some Local Government Agencies  
*Public Law Journal, 2003*



# ***Atascadero City Council***

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## ***Staff Report - City Manager's Office***

### **Confirm the Appointment of Police Chief**

#### **RECOMMENDATION:**

Council concur and confirm the appointment of Daniel Suttles as Atascadero's new Police Chief.

#### **DISCUSSION:**

The recruitment process to fill a Police Chief position is a rigorous process and takes a surmountable amount of time to find the right candidate. Over the past several years, the Atascadero Police Department has had several changes in the Police Chief position, starting with Jerel Haley retiring in October 2020 after serving 9 years with the City. Since this time, the City has continued to work to find the right fit for Police Chief and most recently held a successful nationwide recruitment conducted by the recruitment firm Peckham & McKenney. After a comprehensive process, the City Manager is pleased to appoint Chief Daniel B Suttles as Atascadero's new Police Chief and is recommending City Council confirmation.

Per the Atascadero Municipal Code:

"The City Manager shall be the appointing authority for all officers and employees of the City except elective officers, the City Attorney, and persons appointed by the City Council to the Planning Commission or other boards, commissions and committees who are not salaried regular employees of the City. Appointment to department head positions shall be submitted to the City Council for concurrence and confirmation. (Ord. 24 § 2-2.08, 1980)

Chief Suttles has 20 years in law enforcement, most recently as the Chief of Police for the Bear Valley Police Department in the Tehachapi area of Kern County. Suttles began his law enforcement career with the Glendale Police Department, starting as a patrol officer, then a detective with the Investigative Services Division, and worked his way up through the organization serving as a Patrol Officer/S.W.A.T. of the Field Services Division, to a Sergeant of the Patrol Bureau, Financial Crimes Unit, Internal Affairs, and onto a Sergeant/Adjutant to the Chief of Police/Public Information Officer, and finishing as the Lieutenant – Patrol Commander. In 2022, Suttles continued his career path in law enforcement, becoming the Chief of Police for the Bear Valley Police Department. Before he started his law enforcement career, Suttles worked as a home mortgage loan

officer and served as a Reconnaissance Marine in the U.S. Marine Corps with deployment overseas and combat action.

Chief Suttles' career includes developing and implementing an emergency action response plan for disaster preparedness, a strong focus on leadership development, and a collaborative list of community engagement, including weekly outreach "Chats with the Chief," citizen group meetings, elder outreach programs, public safety, and involvement in a host of public platforms from volunteers to schools to community groups and the media.

Chief Suttles is married to his wife, Diana, and they have three sons, Joseph (21), Jack (19), and Devin (9). Joey and Jack are currently serving in the United States Coast Guard.

### **FISCAL IMPACT:**

The Police Chief's annual salary of \$212,593 will be funded in the Police Department budget.

### **ATTACHMENTS:**

1. Daniel B. Suttles Resume
2. Draft Chief of Police Employment Agreement

# Daniel B. Suttles

## CAREER PROFILE

With two decades of broad and varied law enforcement experience, has served at the line level, supervisory level, managerial level, command staff level, and is currently serving as the Chief of Police for a California Police Agency. With diverse experience, formal education in police management, advanced training, and notable military service, is uniquely qualified and ready to serve as a successful Chief for the City of Atascadero and the Atascadero Police Department.

## EDUCATION

- Currently enrolled at University of San Diego: Master of Science - Public Safety Leadership
- Bachelor of Science Degree – Police Management, Union Institute and University (2014)
- Rio Hondo Police Academy, Class 171 (2004)

## PROFESSIONAL EXPERIENCE

### **Bear Valley Police Department**

#### Chief of Police – 02/2022 to Present

- Plans, directs, manages, and oversees the activities and operations of the Police Department including enforcement, crime prevention and crime suppression programs.
- Builds and maintains collaborative relationships with other City Departments and citizen groups and committees
- Oversees staff of 28 sworn and non-sworn employees and a budget of \$2.5 million.

### **Glendale Police Department**

#### Lieutenant – Patrol Commander 03/2020 to 02/2022

- Oversees patrol operations and maintains minimum staffing, as well as manages call for service.
- Coordinates with other city departments in event and incident management.

#### Sergeant/Adjutant to the Chief/Public Information Officer 11/2017 to 03/2020

- Works directly within the Command Staff and with the Chief of Police to achieve organizational needs and goals
- Provides media/public relations, all aspects of press releases, and public information dissemination.

#### Sergeant – Internal Affairs 8/2016 to 11/2017

- Conducted a wide variety of sensitive and comprehensive internal investigations and documentation.
- Measured behavior and performance against professional standards, ethics, policy, and the law.

#### Sergeant – Financial Crimes Unit 11/2012 to 8/2016

- Supervised all aspects of financial crime investigations with oversight of four detectives and two civilians.
- Provided expertise, staff development, scheduling, evaluation, and assistance with investigative efforts.

**Sergeant – Patrol Bureau 12/2011 to 11/2012**

- Provided supervision, training, coaching, teamwork, discipline, and evaluation for patrol staff.
- Maintained standards, morale, productivity, and adherence to policy.

**Patrol Officer/S.W.A.T. – Field Services Division 1/2011 to 12/2011 & 3/2004 to 3/2007**

- Served as a proactive, productive, and balanced field officer with a strong work ethic.
- Executed high-risk search and arrest warrants and deployed on tactical operations for critical incidents.

**Detective – Investigative Services Division 3/2007 to 1/2011**

- Conducted comprehensive and detailed investigations, evidence collection, and court case preparation.
- Served as an expert in real estate fraud and investigated complex financial investigations.

**Pre-Law Enforcement Experience 1991 to 2004**

- Worked as a Home Mortgage Loan Officer assisting future homeowners acquire their home loans.
- Served as a Reconnaissance Marine in the U.S. Marine Corps with overseas deployment and combat action.

**COLLATERAL DUTIES**

- Develops and implements emergency action response plan for disaster preparedness.
- Determines impact of legislative changes and ensures departmental compliance.
- Successfully recruits, hires, and retains qualified employees.
- Works collaboratively with other local police agencies to ensure regional police coverage.

**LEADERSHIP DEVELOPMENT**

- Sherman Block Supervisory Leadership Institute
- Glendale Supervisory Academy
- P.O.S.T Executive Development Course
- P.O.S.T. Management Course
- Police Budget Course
- Career Advancement/Development Consulting

**AFFILIATIONS**

- International Association of Chiefs of Police
- California Police Chiefs Association
- Kern County Chief Law Enforcement Officer Association

**COMMUNITY ENGAGEMENT**

- Implemented a weekly “Chat with the Chief” program in Bear Valley Springs.
- Regularly attends citizen group and association meetings for question-and-answer sessions.
- Oversees the Bear Valley Police Elder Outreach program.
- Presents regularly at the Public Safety Advisory Committee.
- Coordinates and manages the Bear Valley Police-Community Advisory Panel, which consists of approximately 12 community leaders from local associations, foundations, groups, and youth representatives.

- Other areas of community policing and engagement include National Night Out, supervising the social media campaigns for the department to serve as another way to connect with the community, providing oversight of the agency's web site content, supervising a successful and effective volunteer program, and personally conducting tours of the station for community groups, schools, and the media.

### **SPECIAL PROJECTS & ACCOMPLISHMENTS**

- Reformed Bear Valley Police Department Internal Affairs procedures to align with best practices and records keeping mandates.
- Implemented multiple layered citizen alert and notification system to replace the antiquated single layer system. The system now allows for notifications ranging from traffic conditions to major disaster notifications on one platform.
- Initiated traffic calming measures with residual, community wide, effects on driver behavior.
- Partnered with a citizen Disaster Preparedness Advisory Council to identify and improve additional evacuation routes out of Bear Valley Springs in case of wildfires.
- Currently in the process of reinstating an effective Citizen Emergency Response Team as well as bringing back a Reserve Officer Program to the Department.
- Successfully applied for and received much needed grant funded equipment via the Kern County Office of Emergency Services.

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT**, (hereinafter referred to as the “Agreement”) is made and entered into the XXth day of \_\_\_\_\_, 2024, by and between the City of Atascadero, County of San Luis Obispo, State of California, a municipal corporation (hereinafter referred to as the “City”) and Daniel Suttles (hereinafter referred to as “Suttles”).

### **SECTION 1 EMPLOYMENT**

- A. The City agrees to and shall employ Suttles as the Chief of Police of the City of Atascadero. Suttles agrees to perform the functions and duties of the position of Chief of Police of the City of Atascadero as described by state law, the Municipal Code of the City of Atascadero, the job description of the position of Chief of Police as developed by the City Manager of the City, and all other duties and functions as the City Manager of the City shall from time-to-time assign.
- B. Suttles agrees to perform all such functions and duties to the best of his abilities and in a competent and efficient manner. Suttles agrees to focus his full professional time, ability, and attention to City business during the term of this Agreement and agrees not to engage in any other business pursuits whatsoever or, directly or indirectly, render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City Manager.
- C. It is recognized that the Chief of Police is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote significant time outside normal hours to the business of the City. Suttles to will generally be required to work a 9/80 work schedule, subject to change at the City Manager’s discretion and/or based on operational needs of the department. Suttles acknowledges that proper performance of the duties of Chief of Police will also often require the performance of necessary services outside of normal business hours. Suttles shall be generally required to have an onsite presence at the City’s Police Department Headquarters, Police Stations and/or City Hall in order to fulfill the duties and obligations of the position as determined by the City Manager.
- D. Suttles’s compensation (whether salary or benefits) is not based on hours worked. The Chief of Police position remains an “exempt” classification under the overtime provisions of the federal Fair Labor Standards Act (“FLSA”) and Suttles shall not be entitled to any overtime compensation nor subject to the overtime provisions of the FLSA.
- E. The Chief of Police position is exempt from competitive service pursuant to Atascadero Municipal Code, Title 2, Chapter 2, Section 2.2.05(a).

### **SECTION 2 TERM**

- A. The Chief of Police position is considered at-will and Suttles shall serve at the will and pleasure of the City Manager, subject to the termination provisions set forth in Section 3. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate the employment of Suttles at any time and for any reason, or for no reason, subject only to the provisions specified in Section 3 of this Agreement. Suttles understands and agrees that he has no property or other interest in continued employment as Chief of Police. However, nothing in this Agreement is intended to conflict with or limit Suttles’s rights relating to termination of Police Chiefs under the Public Safety Officers



Procedural Bill of Rights (“POBOR”) or as otherwise required under governing law.

- B. This Agreement shall become effective on \_\_\_\_\_ XX, 2024, and unless otherwise terminated under the provisions of Section 3, shall remain in effect indefinitely.
- C. Nothing in this Section shall or is intended to prevent, limit, or otherwise interfere with the right of the City or Suttles to terminate the employment of Suttles at any time during the duration of this Agreement, in accordance with Section 3 of this Agreement.

**SECTION 3 TERMINATION**

- A. The City Manager may terminate Suttles’s employment at any time without cause, for any reason, or for no reason, with the concurrence and confirmation of the City Council pursuant to Atascadero Municipal Code, Title 2, Chapter 11, Section 2-11.01. In the event that Suttles is terminated by the City without cause, and Suttles is otherwise ready, willing, and able to perform his duties under this Agreement, the City shall pay Suttles severance compensation equal to six (6) months of salary and benefits, pursuant to Paragraph E, below. In consideration of this severance payment, Suttles agrees that he shall not be entitled to any other payment or compensation of any kind from the City in connection with the termination of his employment.
- B. Suttles may terminate his employment at any time for any reason by providing 60 days prior written notice to the City Manager. In the event that Suttles provides such written notice, he shall be entitled to receive at the termination of this employment only such accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or under applicable local, state or federal law. Suttles shall not, however, be entitled to any severance pay or other compensation at the termination of his employment. During the period subsequent to Suttles’s submission of his notice terminating his employment, he shall continue to perform his duties as Chief of Police pursuant to this Agreement unless removed from those duties and/or terminated by the City Manager pursuant to the terms of this Agreement. However, in the event that Suttles is then removed from those duties and/or terminated by the City, Suttles shall continue to receive compensation in the form of salary and benefits through the completion of the 60 (sixty) day notice period.
- C. The City Manager may terminate Suttles’s employment for cause with the concurrence and confirmation of the City Council pursuant to Atascadero Municipal Code, Title 2, Chapter 11, Section 2-11.01. Cause shall include, but is not be limited to, material breach of this Agreement or the duties set forth herein; conviction or a felony or crime of moral turpitude; conduct unbecoming or tending to bring embarrassment or disrepute to the City and/or Police Department; abuse of power or position, as defined in Government Code Section 53243.4; dishonesty; repeated or protracted unauthorized absences; engaging in prohibited harassment, discrimination, or retaliation; uncorrected drug or alcohol abuse; violation of City rules, regulations, or policies; engaging in a prohibited conflict of interest; misuse of public funds; and/or any other misfeasance or conduct incompatible with the position of Chief of Police.
- D. In the event that Suttles is terminated by the City Manager, with or without cause, Suttles shall be entitled to prior written notification of the reason(s) for the termination, the facts upon which such reason(s) are based, copies of all supporting evidence and investigations regarding the facts and reason(s) for the termination, and the right to respond, orally or in writing or both, to the City Manager within five (5) working days of receipt of the notice of such termination.

- E. As a condition for the payment of any severance provided in this Section, Suttles will, pursuant to a separate Severance Agreement:
1. Release and discharge the City and its elected officials, appointed officers, employees, attorneys, or agents, both past and present, from any and all personal claims, demands, actions, causes of action, obligations, damages, liabilities, losses, costs and expenses, including attorney's fees, of any kind or nature whatsoever, past, present and future, arising from or related to Suttles's employment with the City (collectively, the "Released Matters"); and;
  2. Execute a waiver pursuant to California Civil Code § 1542 which currently states: "A general release does not extend to the claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- F. The City Manager and/or Suttles may terminate this Agreement in the event that Suttles has been unable to perform the essential functions of his position due to disability for a period of three (3) months and after engaging in a good faith interactive process.
1. A determination that Suttles is permanently disabled shall be made by the City Manager based upon competent medical evidence and evaluation and in accord with the applicable state and federal laws pertaining to the protection of disabled persons.
  2. In the event it is determined by the City Manager that a question exists as to Suttles's ability to perform the essential functions of his position due to a mental or physical condition, based upon objective facts and/or medical reporting provided to the City, the City Manager may require Suttles to undergo a fitness for duty examination. Suttles will cooperate in the fitness for duty process and will execute all necessary authorizations for release of medical information necessary to ensure a comprehensive and objective fitness for duty examination. Any such evaluation is to be conducted, at the City's expense, by a healthcare provider selected by the City, consistent with all governing law and regulations.
- G. In the event Suttles is convicted of a crime involving an abuse of his office or position as defined in California Government Code section 53243.4, Suttles shall be required to fully reimburse the City in accordance with California Government Code sections 53243, 53243.1, and/or 53243.2.

#### **SECTION 4 COMPENSATION AND BENEFITS**

- A. Effective upon the commencement of this Agreement, the City shall pay to Suttles a base salary within salary range 64 at step "E". This salary shall be paid on a pro rata basis in regular installments pursuant to the City's normal payroll procedures. Suttles shall be eligible for step advancements in accordance with Atascadero Personnel System Rules Section 4.3.
- B. The City Manager may set forth annually in writing certain goals consisting of duties and responsibilities above and beyond Suttles's ordinary duties and responsibilities. In the event that Suttles achieves such goals, he may be entitled to receive other compensation in addition to his regular salary and benefits. The City Manager shall set forth the amount of additional compensation to which Suttles would be entitled in the same writing setting forth the annual goals. Any such additional compensation will be at the discretion of the City

Manager with the approval of the City Council if necessary.

- C. The City shall deduct or withhold from Suttles's salary any and all sums as Suttles may from time to time direct, or as required by law, including, but not limited to, sums for the payment of federal, state and/or local income taxes and retirement or pension plans.
- D. In addition to the compensation set forth in Sub-Section A above, Suttles shall be entitled to receive the same benefits as are accorded all other executive management employees as set forth in the governing Resolution adopted by the City Council each year, and which may be modified or revised from time to time, except as herein provided:
  - 1. In addition to the vacation leave granted to all other executive management employees as outlined in the Resolution governing compensation for executive management, which may be modified or revised from time to time, Suttles shall immediately accrue 80 hours of vacation leave and 80 hours of sick leave, however in no instance shall Suttles receive more vacation than that granted to an employee upon completing 20 years of service to the City as outlined in the Resolution governing compensation for executive management.
  - 2. Suttles shall be granted a one-time moving or relocation housing expense reimbursement not to exceed the amount of \$12,000.00. Suttles shall submit a reimbursement request together with all moving expense related receipts to the City for reimbursement.
  - 3. The City shall permit Suttles to attend, at City expense, a reasonable number of local, state, and national conferences relevant to his duties as the Chief of Police with the approval of the City Manager.
- E. In its sole discretion, the City may increase Suttles's base salary and/or other benefits beyond those set forth in this Agreement in such amounts and/or to such an extent as may be recommended by the City Manager on the basis of a salary review. Any such increases shall be subject to the approval of the City of Atascadero City Council as required.
- F. The City shall provide Suttles with an automobile to be used for City business. The Chief of Police is on call 24 hours per day and as such is provided a take home vehicle equipped with emergency equipment and a radio to be able to respond to an emergency situation as per IRS Code 1.274-5T (k) (1)-(8). Due to the nature of Suttles's responsibilities as Chief of Police, the City understands and will permit Suttles incidental personal use of this automobile. Personal use of the automobile shall require the approval of the City Manager. Suttles shall be required to adhere to Atascadero Administrative Policy No. 18 - Vehicle Use Policy. Any exceptions to this requirement must be authorized in writing by the City Manager.
- G. The City Manager shall fix any other terms and conditions of employment relating to Suttles's performance as the City Manager may from time to time determine, provided that such other terms and conditions of employment are not contrary to or inconsistent with the terms set forth in this Agreement, the City's rules, regulations and ordinances, local, state and/or federal law.

**SECTION 5 PERFORMANCE EVALUATION**

- A. The City Manager, with the assistance of Suttles, may define such goals and performance objectives which the City Manager determines necessary for the proper operation of City's

Police Department and shall further establish a relative priority among those various goals and objectives. These goals and objectives shall be reduced in writing and should be reasonably attainable within the time limitations specified by the City Manager and in light of the appropriations provided through the annual operating and capital budgets.

- B. The City Manager shall periodically review and evaluate Suttles's performance. This review and evaluation shall take into account any goals that may have been developed by the City Manager, as well as Suttles's performance of other functions and duties. The City Manager shall provide to Suttles a summary written statement of the evaluation and shall provide Suttles with the opportunity to discuss the evaluation with the City Manager.

**SECTION 6 GENERAL PROVISIONS**

- A. This Agreement constitutes the sole understanding and agreement of the City and Suttles with respect to the matters set forth herein and supersedes any and all prior negotiations, statements, instructions, representations or agreements, whether written or oral.
- B. The parties agree and acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not contained herein and that any agreement, statement or promise not contained in this Agreement shall not be valid or binding on either party.
- C. Any amendment to this Agreement shall be valid only if in writing approved and signed by both parties, unless otherwise specified in this Agreement.
- D. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- E. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- G. If any provision of this AGREEMENT is held to be invalid and/or unenforceable, the AGREEMENT shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first written above.

**CITY:**

**Suttles:**

\_\_\_\_\_  
James R. Lewis, City Manager

\_\_\_\_\_  
Daniel Suttles, Chief of Police



# **Atascadero City Council**

## **Staff Report – Public Works Department**

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### **Transit Van Procurement for Atascadero Transit (Dial-A-Ride)**

#### **RECOMMENDATION:**

Council authorize the purchase of one transit van for Atascadero Transit (Dial-A-Ride) from Model 1 Commercial Vehicles for \$107,500.

#### **DISCUSSION:**

##### Background

On June 6, 2023, Council adopted Resolution 2023-043, approving the Atascadero Transit Innovative Clean Transit Zero Emissions Bus Rollout Plan (Plan). Adoption of the resolution and approval of the Plan enabled the City's Dial-A-Ride program to comply with the California Air Resources Board (CARB) and Innovative Clean Transit (ICT) regulations. The City operates a Dial-A-Ride program that provides curb-to-curb public transportation to those living and working in Atascadero. This customized service provides affordable travel, designed around individual needs, that allows riders to decide where and when to be picked up within the City Limits. All transit vehicles, including buses, are equipped with wheelchair lifts to provide individuals, in need of mobility accommodations, an opportunity to use this service.

Atascadero's Dial-A-Ride program uses three transit buses for demand response service on weekdays from 7:30 am to 4:30 pm. Service is not provided during evenings, weekends, or holidays. A fourth bus is kept in the fleet as a back-up when maintenance or repairs are needed on one of the other buses. The City employs two part-time transit dispatchers who receive requests and schedule bus pick-ups/drop-offs. Bus drivers are provided by contract with MV Transportation.

The City and other Public Transportation Providers receive funding from the Federal Transit Administration (FTA) to operate public transportation services – primarily through FTA 5307 and 5339 funding for capital, operating, and planning assistance for the delivery of public mass transportation. The San Luis Obispo Council of Governments (SLOCOG) is the designated Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) for San Luis Obispo County. SLOCOG oversees the Regional Transportation Improvement Program (RTIP) and Federal Transportation Improvement Program (FTIP) and administers FTA 5307 and 5339 funding locally.

##### Summary:

Small transit buses, used as primary demand response vehicles, have useful lives of four years or 100,000 miles, depending on funding availability and bus performance.

The current Dial-A-Ride fleet is comprised of the following transit buses:

Bus No.	Manufacture Year	Mileage
#27	2015	83,008
#28	2017	61,018
#29	2018	67,978
#30	2018	69,898

As part of the adopted Plan, the City will be transitioning from 19-passenger cutaway buses to 9-passenger transit vans when buses are due for replacement. This transition of lighter vehicles for transit purposes has many advantages over buses including compliance with state regulations/reporting, lower replacement and operating costs (fuel, maintenance, etc.), and are easier to drive and maneuver. Furthermore, the maximum number of transit passenger customers rarely exceeds six, so a 9-passenger van is a better fit and provides adequate rider capacity. Bus #27, a 19-passenger vehicle, is scheduled to be replaced with a 9-passenger transit van.

Analysis:

The current City budget includes \$90,000 in funding for the replacement of Bus #27. Of this amount, 80% is funded through Federal 5307 Capital funds, and the remaining 20% is funding with local transportation funding. Transit vehicles are procured through the Vehicle and Materials Purchasing Cooperative, formed jointly by the California Association for Coordinated Transportation (CalACT) and the Morongo Basin Transit Authority (MBTA). This cooperative allows member agencies to procure transit vehicles and transit shelters. The procurement and award procedures approved by the State of California Department of Transportation Division of Mass Transportation meet all Federal Transit Administration requirements for third party contracts. Participation in the procurement saves considerable staff time that would otherwise be spent developing specifications and soliciting bids and is compliant with the City’s purchasing policy.

Staff received a quote for \$107,411 to purchase a 2023 Class V Ford (E350) transit van from Model 1 Commercial Vehicles via the Vehicle and Materials Purchasing Cooperative. The costs of vehicles has increased since the \$90,000 in budgeted funds was allocated. Federal funding has been approved for the additional amount necessary to cover 80% of \$112,300, the total cost of the vehicle. This will increase the local match amount by about \$4,500, which can be accommodated in the Transit budget. The quote includes components for ADA compliance, such as wheelchair lifts, bike racks, and other amenities. Sales tax, preparation, delivery, and other fees are also included in the quote. Each bus will be outfitted, after delivery, with graphics (~\$3,000), radios (~\$800), and include radio installation (~\$1,000) which totals approximately \$4,800.

**FISCAL IMPACT:**

The fiscal impact of staff’s recommendation is the expenditure of transportation funds of \$107,500 to Model 1 Commercial Vehicles, plus approximately \$4,800 for outfitting.

**ATTACHMENTS:**

None.



# ***Atascadero City Council***

## ***Staff Report - City Manager***

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### **2024 Federal and State Legislative Platform**

#### **RECOMMENDATION:**

Council:

1. Receive an oral report on the 2023 Legislative Session wrap-up and a 2024 Legislative Session look ahead.
2. Approve the 2024 Federal and State Legislative Platform.

#### **DISCUSSION:**

Joe A. Gonsalves and Son (Gonsalves) has provided the City with legislative advocacy services at the state level since 2012. During that time, they have provided focused and effective legislative advocacy services in accordance with Council directives and priorities.

Gonzalves has proposed a Federal and State Legislative Platform for 2024. This platform serves as the City's official policy document for interacting with federal and state officials and for taking positions on legislation and is a best practice for communicating the city's positions on legislative issues to the community and other elected officials. At this meeting, the City's representative, Jason Gonsalves, will provide an overview of current activity at the state level and be available to review the 2024 legislative platform.

#### **FISCAL IMPACT:**

None.

#### **ALTERNATIVES:**

1. Approve the legislative platform with modifications.
2. Do not approve the legislative platform and provide staff additional direction.

#### **ATTACHMENT:**

1. 2024 Federal and State Legislative Platform



City of Atascadero

## 2024 Federal and State Legislative Platform

Reaffirmed by the City Council on December 12, 2023

### PURPOSE

The Legislative Platform establishes the priorities, principles, and policy statement of the City of Atascadero City Council and creates the basis for its advocacy efforts, alerting our legislators and legislative partners of the greatest needs of our residents and where we may need additional help. The Platform provides general direction to City departments, legislative advocates, delegation members, and the public on our positions on critical policy matters that may impact how the City does business. Adoption of a legislative platform by the City Council streamlines the City's advocacy efforts by enabling City staff to take immediate action on pressing legislative items efficiently and without delay under City Council direction.

Throughout the legislative session, the City will review and take positions on various policy and budget items at the State and Federal levels. When a recommended position is consistent with existing City policy, as adopted in the Platform, the City Manager's Office will prepare a position letter for the Mayor's signature.

### PRIORITY POLICY AREAS

Throughout the year, the City will respond to various legislative items, but three policy areas will remain a priority.

- **Affordable Housing and Homeless Resources** – The City continues to support policies and funding mechanisms for affordable housing and homeless resources as long as the state provides direct funds to support such efforts. In partnership with the County and State, the City strives to permanently reduce homelessness in Atascadero by protecting the health and safety of all residents, increasing housing opportunities, enhancing the system of care, improving public policy and engagement, and strengthening regional capacity to address homelessness. Affordable and permanent supportive housing is a vital component in addressing homelessness, and the City desires to make housing accessible to all income and service levels needed as funding is available.
- **Infrastructure Funding** – The City faces a significant amount of deferred maintenance and unfunded capital projects. Over \$150 million of unfunded capital and maintenance projects are outstanding over the next five years, the largest being in streets and public buildings. Priority projects for infrastructure funding include construction of a new Fire Station 1, renovation of the Police Station and Fire Station 2, construction of a new

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wastewater treatment plant, street paving, highway bridge widening, additional fire station for wildfire protection, and additional parks and sports facilities.

- **Maintaining Local Control** – The City of Atascadero is committed to preserving local control and decision-making authority, along with state and local funding sources, and opposes unfunded or inadequately funded mandates or loss of local land use control or reduction of crime enforcement. The City supports ongoing engagement between state and local governments to ensure local control is maintained and responsible housing development is promoted in a collaborative effort.

## POLICY STATEMENTS

**COMMUNITY DEVELOPMENT:** Monitor and support efforts that encourage economic development; strengthen local government’s capability to implement orderly plans for growth, development, and conservation consistent with the City’s development patterns; seek additional funding through grants and other possible revenue streams for housing and neighborhood revitalization programs.

### State

- Support legislation that provides cities with tools and resources that promote and stimulate economic development.
- Support local, county, and state efforts to attract, retain and provide incentives for current and future commercial and industrial businesses; to jointly leverage resources and assets to develop economic and entertainment centers in Atascadero.
- Support incentivizes for private investment, technological innovation, and job creation throughout the city.
- Support programs that enable local government to finance economic revitalization; pursue tax-increment financing through Enhanced Infrastructure Financing District (EIFD), or similar redevelopment strategies.
- Support efforts to protect local control over planning and land use while strengthening local agencies’ legal and fiscal capability to prepare, adopt, and implement financial plans for orderly growth, development, beautification, and conservation of local planning areas.
- Support legislation that provides additional resources, including adequate funding, to local agencies to address regional growth issues such as air quality, water quality, air pollution, transportation corridors, and homelessness.
- Oppose efforts to penalize RHNA non-performance without specific entitlement funding from the State to support local development of affordable housing and related infrastructure.
- Monitor local, state, and federal actions related to medical and recreational marijuana regulatory changes; support legislation that strengthens local governments’ regulatory authority and control over siting of marijuana businesses.

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- Seek modification to the current state guidelines on the disposition of City surplus property, allowing more flexibility on how disposed property may be developed.
- Seek additional direct funding sources, including grants, for affordable housing such as, construction of affordable housing projects, after-school/preschool programs, health and fitness programs, and downtown economic development.
- Support efforts to create efficiencies within CEQA and support efforts to limit delays in the local planning and development process.
- Support legislation that prevents CEQA lawsuits from being filed for any reason other than a bonafide environmental impact.
- Oppose legislation that changes local land use policies at the state level that are inconsistent with the General Plan or orderly neighborhood development.
- Advocate for legislation and/or state policies that recognize and consider rural bedroom communities already experiencing a jobs/housing imbalance differently than urban centers when it comes to implementation of housing policy mandates.

### Federal

- Monitor federal mandates that affect economic development, land-use planning, neighborhood rehabilitation, revitalization, and oppose any additional redundant or cumbersome mandates/restrictions.
- Support federal efforts to engage tourism and federal reimbursement rates that allow for business in the Central Coast of California.

**EMPLOYEE RELATIONS:** Monitor impacts of legislation or reform affecting public employees' benefits, rights, and labor relations.

### State

- Monitor legislation and regulations affecting labor relations, employee rights, benefits, and working conditions.
- Oppose legislation and regulations that further erode the management rights of public employers.
- Preserve a balance between the needs of the employees and the resources of public employers that have a legal fiduciary responsibility to taxpayers.
- Oppose legislation or reform that would have California Public Employees' Retirement System (CalPERS) reduce flexibility in utilizing retired employees for critical services, or otherwise impact options for the City's service delivery.
- Work in partnership with other groups and stakeholders to promote sustainable and secure public pension systems to help ensure responsive and affordable public services.
- Support legislation that would control medical and legal costs related to workers' compensation, especially for safety employees.

**FIRE/EMS/DISASTER PREPAREDNESS:** Seek and support funding for various fire, EMS, and disaster preparedness projects, including specific federal funding for enhancements to the Emergency Operations Center and Fire Training Facility.

#### State

- Support efforts to address and/or fund disaster preparedness and operational needs at the city and county levels, particularly communication equipment, PG&E Public Safety Power Shutoff (PSPS) events, training, or ongoing operations and maintenance costs.
- Support efforts to fund and/or improve disaster preparedness, including evacuation preparedness and emergency fire responsiveness; healthy vegetation management; climate adaptation and resilience; and homeowner’s insurance reform.
- Seek funding and support for Critical Incident Stress Management (CISM) training and programs to address Post Traumatic Stress Disorder (PTSD) effects on public safety and administration.
- Monitor legislation and potential reform surrounding the state EMS Act and Local EMS Agency (LEMSAs) authority regarding EMS delivery in the City.
- Seek funding and possible legislation to recover costs associated with preparing for and recovering from PSPS events.
- Seek funding for new or enhanced public safety facilities.

#### Federal

- Support funding for Urban Search & Rescue (US&R), Hazardous Materials (HAZMAT), Community Emergency Response Team (CERT), Staffing for Adequate Fire and Emergency Response (SAFER), Emergency Medical Technicians (EMT), Emergency Medical Services (EMS), Assistance to Firefighters Grants (AFG), and Physical Fitness funding in order to strengthen existing programs, replace outdated equipment, provide training, safety gear and continuing education, and to increase public awareness about Emergency Awareness and Fire Safety.
- Support and apply for funding to enhance the City’s Emergency Operations Center, Fire response resources and disaster preparedness capabilities.

**GOVERNMENT ADMINISTRATION & BUDGET/FINANCE:** Protect and secure local authority and revenue sources to preserve existing infrastructure and community programs. Support legislation and funding that helps the City of Atascadero provide residents with equitable access to City programs and services.

#### State

- Oppose any effort to eliminate or cap the tax-exempt status of municipal bonds - one of the few remaining tools for local governments to finance large capital projects.

- Seek, promote, and implement new or alternative approaches that may replace redevelopment funding mechanisms that deliver positive benefits to Atascadero.
- Oppose any attempts to restrict local authority concerning issues that affect local communities.
- Oppose attempts to decrease, restrict, or eliminate city revenue sources. Oppose any efforts at the state level to retain additional revenues currently dedicated to local government for state purposes.
- Oppose measures that would impose state-mandated costs for which there is no guarantee of local reimbursement or offsetting benefits (i.e., unfunded mandates). Monitor legislation affecting accounting rules and financial reporting for both changes and conflicts between federal and state regulations.
- Seek modification to state and local sales tax use and allocation, specifically online sales tax from the County pool to the city where the purchase is made.
- Monitor potential legislation that makes mandatory changes to district election policy and procedures.
- Support state action and funding to assist cities in maintaining local services and relief programs for residents and businesses.
- Monitor legislation relating to records retention and seek funding to assist with physical and digital storage and retrieval of documents and records relating to efforts to comply with the Public Records Act.

### Federal

- Monitor the progress of the federal budget committee and the budget's effects on local government.
- Support federal action and funding to assist cities in maintaining local services and pandemic relief programs for residents and businesses.

**INFORMATION TECHNOLOGY AND CYBER SECURITY:** Support legislative initiatives and pursue funding to promote data and technology to create efficiencies, promote economic development, enhance public safety, improve transportation and mobility, improve sustainability, maintain and improve cyber security, enhance the municipal quality of life factors, and help solve civic challenges.

### State

- Advocate for legislation and funding to prevent and reduce cybercrime that would impact municipal services and support efforts to protect, prevent, and resolve cyber security attacks and breaches.
- Support and advocate for funding for technological advances for the proper digitization and archival of vital City records to ensure transparency, accessibility, and posterity of records.

- Support legislation and regulations that ensure emergency communication capabilities and interoperability for information technology and public safety department and agencies.
- Support legislation for cost-effective environmental technology initiatives.
- Support policies that enhance digital inclusion and seek to overcome the digital divide, such as expanding broadband access.

### Federal

- Advocate for legislation and funding to prevent and reduce cybercrime that would impact municipal services and support efforts to protect, prevent, and resolve cyber security attacks and breaches.

**HOUSING/HOMELESSNESS:** Monitor and support sustainable funding for various levels of housing to address California’s housing and homeless crisis; neighborhood revitalization programs; improve cumbersome state funding allocation process and requirements; increase local funding and opportunities for substance abuse and/or mental health related homelessness, seek additional funding through grants and other types of revenue sources that improve and sustain quality of life for all Atascadero residents, including those who are homeless or at risk of homelessness.

### State

- Develop, seek, and support legislation to provide the City with tools and resources that promote and stimulate housing development in areas of most need as determined by the City.
- Support state budget policies and related legislation that provide sustainable and reliable funding for homeless, workforce and affordable housing for persons of very low- to moderate-incomes.
- Monitor state mandates that can potentially delay housing development, housing rehabilitation, and neighborhood revitalization efforts.
- Support owner-occupancy through homeowner housing and homebuyer assistance programs that foster long-term neighborhood investment and stabilization.
- Propose modifications to any programs that fund affordable housing programs and projects that do not provide funds to administer and deliver them.
- Pursue additional funding sources, including grants, to produce workforce and affordable housing for lower income households. Housing types to include single residence occupancy units, multifamily units, and accessory dwelling units.
- Support and/or pursue changes to the Surplus Land Act that currently limits local authority to dispose of property where proceeds can be used for local priorities in addition to affordable housing development.
- Continue opposition to state efforts to mandate construction of new unfunded affordable housing and penalties that would penalize cities that fail to meet under-funded Regional Housing Needs Assessment requirements for new housing construction.

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- Support legislation that increases mental health funding, services, and resources for homeless individuals, including crisis intervention, mobile outreach, diagnosis, streamlined access to medication, and dual diagnosis.
- Support legislation and resources that support mental health resources, such as access to psychiatric facilities, behavioral health care treatment, and street-based services.
- Support ongoing state investment for homeless services, homelessness prevention, and rapid rehousing/supportive housing to meet the needs of those experiencing homelessness and the chronically homeless.
- Improve state funding allocation process and requirements for emergency shelters, homeless prevention, and supportive services for homeless and those at risk of homelessness.
- Increase local funding and opportunities for substance abuse and/or mental health related homelessness.
- Support legislation and policy that provides opportunity for regional collaboration of services and funding that most effectively and efficiently serves homeless and those at risk of homelessness.

### Federal

- Monitor federal mandates that affect housing rehabilitation, neighborhood revitalization, and homeowner/homebuyer assistance programs, and continue opposition to additional mandates/restrictions that delay development.
- Urge Congressional action to adopt federal spending plans that provide sustainable, reliable funding for priority local programs such as Home Investment Partnerships Program (HOME), Community Development Block Grant (CDBG), Veteran's Affairs Supportive Housing (VASH) vouchers and U.S. Department of Housing and Urban Development (HUD) Section 8 funds. Monitor budget bills to ensure that administrative and program funding is not provided at levels below what is required to manage these programs.

**PARKS AND RECREATION:** Support investment in policy and funding that creates equitable access to City programs, parks, open space and recreation and that fosters active and healthy lifestyles.

### State

- Support youth funding and policies that promote healthy lifestyles, proper nutrition, life skills, college preparation, job experience training, antibullying awareness, decrease obesity and diabetes, and funding incentives for inter-generational programming.
- Seek funding and support legislation for trail improvements, park development, enhancement, and expansion. Offer Prop 68 funding or similar opportunities annually.
- Support senior funding and policies that promote healthy lifestyles, financial protection and security, safety measures, proper nutrition, and funding incentives for intergenerational programming.

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- Seek funding and resources to provide more opportunities for at-risk youth to access youth programming.
- Seek and support funding and policies that promote equity of access to recreational programming for people with disabilities, and funding incentives for adaptive recreation programming.
- Seek funding for ADA upgrades on existing facilities, park and open space improvement and preservation, water safety, and increased equitable access to outdoor recreation in low-income neighborhoods.
- Seek funding and resources such as solar, native oak, and habitat restoration that foster environmental stewardship and sustain the future of Atascadero's natural habitat.
- Seek funding for additional facilities and upgrades on existing facilities including youth soccer fields, baseball and softball fields, and basketball courts that will result in additional programming opportunities for at-risk youth and in locations in high unemployment and low-income neighborhoods.
- Seek ongoing funding for ongoing disease prevention (such as COVID-19) for public protection and prevention, such as sanitization, staffing, supplies, and one-time equipment upgrades in parks and public facilities.
- Support strategies and legislation to foster independence, well-being, and access to resources for older adults.
- Advocate for state and federal funding for opportunities to increase access to childcare for the community.
- Support legislation and bond measures that provide per capita grants to local governments to fund parks and capital improvements to community facilities and recreation programs that enhance the quality of life for Atascadero residents.
- Seek and support funding and policies that promote art in public places, including parks and on public property.
- Seek and support funding and policies for irrigation infrastructure, including the removal and replacement of water smart technologies for municipal golf courses.
- Seek and support funding for open space maintenance, educational programming, and increased public safety.

### Federal

- Seek and support funding for new, and upgrades to existing, facilities and infrastructure at the Charles Paddock Zoo.

**POLICE DEPARTMENT/CRIMINAL JUSTICE REFORM:** Monitor ongoing effects of Criminal Justice Reform including potential for available funding sources; 2016's passage of Proposition 64; and seek funding for supported local law enforcement projects. Support legislation and funding that assists in preventing and reducing crime, such as drug prevention programs, mental health initiatives, enhanced protective equipment, and solutions for homelessness.

## State

- Support legislative and/or ballot measure efforts that provide dedicated funding to address the impacts associated with California’s Criminal Justice Reform.
- Continue to participate with local partners and the California Police Chiefs Association in addressing the adverse effects of California’s Criminal Justice Reform.
- Support efforts to address emergency preparedness and operational needs, particularly those that include regional efforts to improve interoperability, training, and/or ongoing operations and maintenance costs.
- Seek support and funding resources for mental health, supportive housing, and shelters to assist the police Community Action Team in reducing homelessness.
- Oppose the state’s effort to disclose home addresses of sworn police officers that are investigated for serious wrongdoing.
- Seek funding sources to enhance existing Community Action Team.
- Support legislation that increases the penalties for those with Fentanyl and other dangerous drugs for sale convictions.

**PUBLIC WORKS/TRANSPORTATION:** Secure funding and favorable administration to ensure infrastructure is built in a timely manner and projects are delivered.

## State

- Support legislation that provides funding opportunities for energy-efficiency projects and programs for public buildings, facilities, and infrastructure.
- Support legislation that generates funding for storm drain capacity and maintenance projects.
- Support legislation that provides and/or enhances existing funding for wastewater treatment and collection operations and facilities, including additional funding where new or increased regulations trigger the need for infrastructure investment/improvements.
- Seek and secure funding for wastewater treatment and collection infrastructure.
- Oppose legislation that would reduce access to, or otherwise condition the receipt of, local streets and roads funding.
- Seek and support legislation and transportation funding reform to permanently increase funding for local streets and road maintenance. Continue to work with the local, regional, state, and federal partners to secure permanent funds for transportation infrastructure including maintenance and electrification mandates.
- Support efforts to preserve and enhance local road maintenance funding, as well as transit, “safe route to school” initiatives, road safety, and enhanced accessibility and mobility initiatives.
- Support legislation preserving the City’s interest in telecommunication, broadband, and infrastructure operations. Support efforts to fund and provide high-speed internet including infrastructure development and training, competition and redundancy, and local



franchise authority and public right-of-way management. Monitor implementation of the State "Broadband for All" Action Plan.

- Support legislation, regulation, and compliance regarding cyber and physical security to protect utility assets and operations.
- Oppose legislation, regulatory proposals, or administrative actions that limit or eliminate local discretionary review of the installation of small cell wireless equipment or any wireless technology facilities on public infrastructure or in the public right of way.
- Seek funding support to help comply with solid waste mandates for recycling and organics recovery/processing.

### Federal

- Seek and secure funding to meet storm water/water quality regulation mandates.
- Continue to support and seek funding for transportation infrastructure, and public transportation equipment, maintenance, replacement, and electrification initiatives.
- Monitor and support efforts to streamline application, reporting and monitoring requirements to meet federal mandates.



# ***Atascadero City Council***

## ***Staff Report – Public Works Department***

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### **2024 Community Development Block Grant Draft Recommendations**

#### **RECOMMENDATION:**

Council develop and adopt draft recommendations for the 2024 Community Development Block Grant (CDBG) funds.

#### **DISCUSSION:**

##### Background

The award process for the 2024 cycle of Community Development Block Grants (CDBG) began in the fall of 2023. Workshops were held throughout the County to solicit public comment on community needs. The County published a request for CDBG proposals and the City received four applications. The City of Atascadero's total available funding for the 2024 cycle, based on previous levels, is anticipated to be approximately \$134,205. Final funding amounts are anticipated to be released by the Department of Housing and Community Development (HUD) in Spring 2024.

CDBG funds are available for community development activities, which meet at least one of the three national objectives:

1. A benefit to low and moderate-income persons;
2. Aid in the prevention or elimination of blight;
3. Address urgent needs that pose a serious and immediate threat to the health or welfare of the community.

In order for a program to qualify under the low and moderate income objective, at least 51% of the persons benefiting from the project or program must earn no more than 80% of the area median. Additionally, at least 70% of the CDBG funds must be spent toward this objective.

The following criteria should also be used to guide selection of CDBG programs:

1. The proposal is consistent with the national objectives and eligibility criteria of the HUD CDBG program;
2. The proposal is consistent with the Urban County Consolidated Plan;
3. The proposal is consistent with the General Plan and other City codes/ordinances.
4. The proposal will achieve multiple community development objectives;

5. The proposal can be implemented in a timely manner, without significant environmental, policy, procedural, legal, or fiscal obstacles to overcome; and
6. The project is not financially feasible without CDBG funding.

CDBG funding is broken into three categories: Public Facilities and Housing Projects, Public Services, and Administration. Award allocations for Public Services and Administration cannot exceed 15% and 20%, respectively, of the total CDBG funding amount. The Public Facilities and Housing Projects category does not have any cap limitations. Council can increase CDBG funding to Public Facilities and Housing Projects while reducing the funding to Public Services and/or Administration to an amount less than the category cap limits. It should be noted that the County Administrative costs are set to 13% of the total CDBG amount to cover their estimated costs to administer the program.

There is a minimum award threshold of \$8,000 per project (application), meaning the City can allocate less than \$8,000 for a particular public service activity if another agency in the County commits to programming the remainder to equal a Countywide cumulative total of at least \$8,000. Furthermore, Council may recommend a CDBG award more than or less than the amounts requested on the applications. Council can only make award recommendations to those applications received for the funding cycle.

Analysis

The City received the following applications for the 2024 funding cycle:

<b>Public Facilities (PF) and Housing Projects (HP) – Estimated 2024 Allocation \$87,233</b>	
City of Atascadero – ADA Accessibility Barrier Removal Projects (Viejo Camino)	\$90,000
<b>Public Services – Limited to 15% of 2024 Allocation (\$20,131)</b>	
El Camino Homeless Organization (ECHO) – Operation of Homeless Shelter	6,000
5 Cities Homeless Coalition – Subsistence Payments, Homeless Assistance & Security Deposits	4,667
City of Atascadero – Youth Activity Scholarships	12,000
<b>Administration – Limited to 20% of 2024 Allocation (\$26,841)</b>	
City Program Administration Costs	9,394
County Program Administration Costs	17,447
<b>Total Funds Requested</b>	<b>\$139,508</b>
<b>Estimated Funds Available</b>	<b>\$134,205</b>
<b>Net Difference</b>	<b>(\$5,303)</b>

One application was received for the Public Facilities/Housing Projects category totaling \$90,000, which exceeds the estimated category allocation of \$87,233 by \$2,767. Three applicants were received for the Public Services category totaling \$22,667, which exceeds the estimated category allocation of \$20,131 by \$2,536. As part of the CDBG process, Council must develop a draft recommendation for the 2024 grant year that meets the funding criteria while adhering to the categorical limits.

Upon approval, the draft funding recommendations will be forwarded to the County for publishing along with recommendations from all participating agencies. A minimum of 30

days after publication, a second workshop will be held to allow questions from applicants regarding the draft recommendations, after which the draft allocations will be forwarded to City Council, with comments from the workshop, for final approval and forwarded to the County Board of Supervisors. The following is a brief explanation of the funding groups and applications within each:

**PUBLIC FACILITIES (PF) & HOUSING PROJECTS (HP) 2024 Funds Available: \$87,233**

*Public Facilities are defined as activities relating to real property, including the acquisition, construction, rehabilitation or installation of public improvements.*

City of Atascadero –ADA Accessibility Barrier Removal Project Viejo Camino  
Funds Requested: \$90,000

*Viejo Camino Sidewalk Accessibility Project*

The City of Atascadero submitted an CDBG application this cycle for the Viejo Camino Sidewalk Accessibility Project. This project proposes to construct approximately 450 linear feet of new ADA compliant sidewalk, and curb ramps at two locations on Viejo Camino between El Camino Real and Halcon Road. The sidewalk infill will also provide connection to a regional bus stop which will provide a new bench and shelter for riders. RTA has provided a letter of support for this project. This project warrants improvements to increase accessibility for the traveling public due to its dilapidated and non-compliant condition. The infrastructure improvements providing wheelchair ramps and ADA compliant sidewalks will aid those with mobility impairments.

In 2021 Council approved \$68,683 for partial funding of for the Viejo Camino Sidewalk Project. The estimated total project cost is now estimated at \$160,000, which requires \$91,317 in additional funding to complete.

**PUBLIC SERVICES – (15% cap) 2024 Funds Available: \$20,131**

*CDBG regulations allow for a wide range of public service activities, including, but not limited to: employment services, crime prevention, childcare, health services, substance abuse services, fair housing counseling and recreational services.*

El Camino Homeless Organization (ECHO) Navigation Centers – Operation of Homeless Shelter and Meals  
Funds Requested: \$6,000

ECHO operates Navigation Centers with overnight shelters in Atascadero and Paso Robles. This program provides funding for operational costs at both Navigation Centers, including utilities, food for meal programs, shelter supplies, insurance, and maintenance, as well as for staff positions. The project also supports all or a portion of the following staff salaries at the two sites: four case managers, two overnight shelter coordinators, a volunteer coordinator, a shelter manager, a client services manager, and a daytime program manager.

ECHO's Atascadero Navigator Center has a 60-bed shelter serving all county residents, and providing care for medically fragile clients. Through a partnership with People's Self-

Help Housing and Housing Authority SLO, ECHO added 50 beds in 2020 by purchasing a Motel 6 property in Paso Robles with a state Project Homekey grant.

At the Navigation Centers, shelter clients and the unsheltered access case management, employment and benefits resources, and housing resources. ECHO helps clients to connect with agencies providing health and mental health services, recovery programs, educational assistance, and other services that will help clients reach their goals of stable housing and physical and mental well-being. The public shower program provides access to showers and donated clothing five times weekly for those not staying in a shelter.

5 Cities Homeless Coalition (5CHC) – Homeless Services: Shelter, Outreach & Homeless Prevention  
Funds Requested: \$4,667

Rapid re-housing involves case management targeted at identifying displaced clients' most essential needs and connecting them to community resources. Homeless Prevention Services are provided to those at immediate risk of homelessness based on need and qualification. Clients receive targeted case management services per their individual circumstance, in addition to direct financial assistance to enable them to remain in their housing, or deposit assistance needed to re-house them to prevent homelessness. The goal is to assist participants to secure long-term stable housing that they can afford to retain. By connecting people with a home, they are in a better position to address other challenges that may have led to their homelessness, such as obtaining employment or addressing substance abuse issues.

City of Atascadero – Youth Activity Scholarship Fund  
Funds Requested: \$12,000

The City administers the Youth Activity Scholarship Fund to allow the children of very low and low-income families to participate in recreational and social activities, to keep children active and engaged. Because this program is limited to very-low and low-income families, the benefit criteria will be met.

**ADMINISTRATION – (20% cap) 2024 Funds Available: \$26,841**

City of Atascadero – CDBG Program Administration - (7% cap)  
Allocated Funds: \$9,394

Significant City staff time from Public Works and Administrative Services is required for CDBG administration, and coordination with County Planning staff. The City's administrative portion of the funding cannot exceed 7%, or \$9,394 of the total administrative grant amount.

If administration costs exceed the funding allocation, the remaining cost of administering the program will need to be paid from the general fund.

County of San Luis Obispo – CDBG Program Administration- (13% cap)  
Allocated Funds: \$17,447

Due to the complexity of grant administration responsibilities and the consequences of non-compliance, HUD recommends that the County provide all monitoring and oversight for all CDBG grants. The County assumes the duties of project oversight, and receives a required 13% of the total grant funds for administration services for Atascadero in the amount of \$17,447.

Conclusion

The City received funding requests for approximately \$5,303 more than the anticipated 2024 available CDBG funding. In addition, there are limits related to categories of funding for Public Services and Administration. As part of the CDBG process, Council must develop a draft recommendation for the 2024 grant year that meets the funding criteria while adhering to the category limits. A final recommendation will be made by Council in March 2024.

**FISCAL IMPACT:**

Approval of Atascadero's total 2024 CDBG allocation would result in the estimated revenue and expenditure of \$134,205 of CDBG funds.

**ALTERNATIVES:**

CDBG allocation awards must meet program requirements, providing a minimum of 70% of funding to benefit low- and moderate-income persons, and no more than 15% may be allocated to the public service category.

**ATTACHMENTS:**

None; a complete packet of submitted applications is available for public review at the City of Atascadero City Clerk's Office, 6500 Palma Avenue.