



CITY OF ATASCADERO CITY COUNCIL

AGENDA

Tuesday, September 11, 2018

City Hall Council Chambers, 4th floor
6500 Palma Avenue, Atascadero, California
(Entrance on Lewis Ave.)

City Council Closed Session: 5:00 P.M.

City Council Regular Session: 6:00 P.M.

CITY COUNCIL CLOSED SESSION:

1. CLOSED SESSION -- PUBLIC COMMENT
2. COUNCIL LEAVES CHAMBERS TO BEGIN CLOSED SESSION
3. CLOSED SESSION -- CALL TO ORDER
 - a. **Conference with Labor Negotiators** (Govt. Code Sec. 54957.6)
Agency designated representatives: Rachelle Rickard, City Manager
Employee Organizations: Atascadero Professional Firefighters, Local 3600; Atascadero Police Association; Service Employees International Union, Local 620; Mid-Management/Professional Employees; Non-Represented Professional and Management Workers and Confidential Employees
 - b. **Conference with Legal Counsel – Existing Litigation**
Government Code Sec. 54956.9 (d)(1)
Name of Case: Castlerock Development et.al. v. City of Atascadero
San Luis Obispo Superior Court Case No. 16CVP-0324
 - c. **Conference with Legal Counsel – Anticipated Litigation**
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
- one case
4. CLOSED SESSION -- ADJOURNMENT
5. COUNCIL RETURNS TO CHAMBERS

6. CLOSED SESSION – REPORT

ADJOURNMENT

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

PLEDGE OF ALLEGIANCE: Council Member Moreno

ROLL CALL: Mayor O'Malley
Mayor Pro Tem Fonzi
Council Member Bourbeau
Council Member Moreno
Council Member Sturtevant

APPROVAL OF AGENDA: Roll Call

Recommendation: Council:

1. Approve this agenda; and
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.

PRESENTATIONS:

1. **Pledge to Make a Smart Commute Choice During Rideshare Week, October 1-5, 2018 - Presentation by Peter Williamson of San Luis Obispo**

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 Action Minutes – August 14, 2018**

- Recommendation: Council approve the City Council Draft Action Minutes of the August 14, 2018, City Council meeting. [City Clerk]

2. **July 2018 Accounts Payable and Payroll**

- Fiscal Impact: \$3,597,704.35
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for July 2018. [Administrative Services]

3. **June 2018 Investment Report**

- Fiscal Impact: None
- Recommendation: Council receive and file the City Treasurer's report for quarter ending June 2018. [Administrative Services]

4. Homes2Suites Hilton Hotel - Request for Deferred Payment of Development Fees

- Fiscal Impact: If approved, receipt of impact fees would be delayed. Because these fees would be paid over time, the development fees would not be immediately available. However, the interest charged is expected to yield a neutral fiscal impact to the City. The hotel facility is expected to bring an overall increase in revenue to the General Fund.
- Recommendations: Council:
 1. Approve the proposal from North County Hospitality Group, LLC to defer payment of development fees over a period of five years for construction of the new Home2Suites Hilton brand hotel.
 2. Authorize the City Manager to enter into an agreement with North County Hospitality Group, LLC to defer the impact fees over a five year period. [Community Development]

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. 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 470-3400, or cityclerk@atascadero.org.)

B. PUBLIC HEARINGS: None

C. MANAGEMENT REPORTS:

1. Atascadero Native Tree Ordinance Update

- Fiscal Impact: None.
- Recommendation: Council receive staff's update report on the Atascadero Native Tree Ordinance. [Community Development]

2. Purchase and Sale Agreement and Joint Escrow Instructions for Property Located at 6009 Del Rio Road, Atascadero

- Fiscal Impact: The purchase of the Property would require about \$610,000 (purchase price plus estimated closing costs) of budgeted Circulation System Fee Funds.
- Recommendation: Council adopt Draft Resolution approving Purchase and Sale Agreement and Joint Escrow Instructions for property located at 6009 Del Rio Road, Atascadero. [City Attorney]

3. Staffing for Adequate Fire and Emergency Response (SAFER) Grant

- Fiscal Impact: Accepting the SAFER grant for partial funding of one new firefighter position is estimated to save the City a net of approximately \$30,700 over the three year term of the grant.
- Recommendation: Council approve and accept the SAFER Grant. [Fire Department]

COUNCIL ANNOUNCEMENTS AND REPORTS: (On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. 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.)

D. COMMITTEE REPORTS: (The following represent standing committees. Informative status reports will be given, as felt necessary):

Mayor O'Malley

1. City / Schools Committee
2. County Mayors Round Table
3. SLO Council of Governments (SLOCOG)
4. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Fonzi

1. Air Pollution Control District
2. Oversight Board for Successor Agency to the Community Redevelopment Agency of Atascadero
3. SLO Local Agency Formation Commission (LAFCo)
4. City of Atascadero Design Review Committee
5. Atascadero Basin Ground Water Sustainability Agency (GSA)

Council Member Bourbeau

1. City of Atascadero Design Review Committee
2. Homeless Services Oversight Council
3. City of Atascadero Finance Committee
4. SLO County Water Resources Advisory Committee (WRAC)
5. Integrated Waste Management Authority (IWMA)

Council Member Moreno

1. California Joint Powers Insurance Authority (CJPIA) Board
2. City of Atascadero Finance Committee (Chair)
3. Economic Vitality Corporation, Board of Directors (EVC)

Council Member Sturtevant

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

E. INDIVIDUAL DETERMINATION AND / OR ACTION:

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

F. ADJOURN

Please note: Should anyone challenge any proposed development entitlement listed on this Agenda in court, that person may be limited to raising those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing. Correspondence submitted at this public hearing will be distributed to the Council and available for review in the City Clerk's office.

I, Amanda Muther, Deputy City Clerk of the City of Atascadero, declare under penalty of perjury that the foregoing agenda for the September 11, 2018 Regular Session of the Atascadero City Council was posted on September 6, 2018, at the Atascadero City Hall, 6500 Palma Avenue, Atascadero, CA 93422 and was available for public review at that location.

Signed this 6th day of September 2018, at Atascadero, California.

Amanda Muther, Deputy City Clerk
City of Atascadero

City of Atascadero

WELCOME TO THE ATASCADERO CITY COUNCIL MEETING

The City Council meets in regular session on the second and fourth Tuesday of each month at 6:00 p.m. Council meetings will be held at the City Hall Council Chambers, 6500 Palma Avenue, Atascadero. Matters are considered by the Council in the order of the printed Agenda. Regular Council meetings are televised live, audio recorded and videotaped for future playback. Charter Communication customers may view the meetings on Charter Cable Channel 20 or via the City's website at www.atascadero.org. Meetings are also broadcast on radio station KPRL AM 1230. Contact the City Clerk for more information (470-3400).

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 during City Hall business hours at the Front Counter of City Hall, 6500 Palma Avenue, Atascadero, and on our website, 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 either read into the record or referred to in their statement will be noted in the minutes and available for review in the City Clerk's office.

In compliance with the Americans with Disabilities Act, **if you need special assistance to participate in a City meeting or other services offered by this City**, please contact the City Manager's Office or the City Clerk's Office, both at (805) 470-3400. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

TO SPEAK ON SUBJECTS NOT LISTED ON THE AGENDA

Under Agenda item, "COMMUNITY FORUM", the Mayor will call for anyone from the audience having business with the Council to approach the lectern and be recognized.

1. Give your name for the record (not required)
2. State the nature of your business.
3. All comments are limited to 3 minutes.
4. All comments should be made to the Mayor and Council.
5. No person shall be permitted to make slanderous, profane or negative personal remarks concerning any other individual, absent or present

This is the time items not on the Agenda may be brought to the Council's attention. A maximum of 30 minutes will be allowed for Community Forum (unless changed by the Council). If you wish to use a computer presentation to support your comments, you must notify the City Clerk's office at least 24 hours prior to the meeting. Digital presentations must be brought to the meeting on a USB drive or CD. You are required to submit to the City Clerk a printed copy of your presentation for the record. Please check in with the City Clerk before the meeting begins to announce your presence and turn in the printed copy.

TO SPEAK ON AGENDA ITEMS (from Title 2, Chapter 1 of the Atascadero Municipal Code)

Members of the audience may speak on any item on the agenda. The Mayor will identify the subject, staff will give their report, and the Council will ask questions of staff. The Mayor will announce when the public comment period is open and will request anyone interested to address the Council regarding the matter being considered to step up to the lectern. If you wish to speak for, against or comment in any way:

1. You must approach the lectern and be recognized by the Mayor
2. Give your name (not required)
3. Make your statement
4. All comments should be made to the Mayor and Council
5. No person shall be permitted to make slanderous, profane or negative personal remarks concerning any other individual, absent or present
6. All comments limited to 3 minutes

The Mayor will announce when the public comment period is closed, and thereafter, no further public comments will be heard by the Council.



CITY OF ATASCADERO CITY COUNCIL

DRAFT MINUTES

Tuesday, August 14, 2018

City Hall Council Chambers, 4th floor
6500 Palma Avenue, Atascadero, California
(Entrance on Lewis Ave.)

<u>City Council Closed Session:</u>	5:00 P.M.
<u>City Council Regular Session:</u>	6:00 P.M.

CITY COUNCIL CLOSED SESSION:

Mayor O'Malley called Closed Session to order at 5:00 p.m.

1. **CLOSED SESSION -- PUBLIC COMMENT - None**
2. **COUNCIL LEAVES CHAMBERS TO BEGIN CLOSED SESSION**
3. **CLOSED SESSION -- CALL TO ORDER**
 - a. **Conference with Labor Negotiators** (Govt. Code Sec. 54957.6)
Agency designated representatives: Rachelle Rickard, City Manager
Employee Organizations: Atascadero Professional Firefighters, Local 3600; Atascadero Police Association; Service Employees International Union, Local 620; Mid-Management/Professional Employees; Non-Represented Professional and Management Workers and Confidential Employees
4. **CLOSED SESSION -- ADJOURNMENT**
5. **COUNCIL RETURNS TO CHAMBERS**
6. **CLOSED SESSION -- REPORT**

ADJOURNMENT

The City Attorney reported that there was no reportable action.

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

Mayor O'Malley called the meeting to order at 6:01 p.m. and Council Member Bourbeau led the Pledge of Allegiance.

ROLL CALL:

Present: Council Members Bourbeau, Moreno, Mayor Pro Tem Fonzi and Mayor O'Malley

Absent: Council Member Sturtevant

Staff Present: City Manager Rachelle Rickard, Public Works Director Nick DeBar, Police Chief Jerel Haley, Administrative Services Director Jeri Rangel, Community Development Director Phil Dunsmore, Fire Chief Casey Bryson, City Attorney Brian Pierik, Deputy City Clerk Amanda Muther

APPROVAL OF AGENDA:

MOTION: By Council Member Moreno and seconded by Mayor Pro Tem Fonzi to:

1. Approve this agenda; and
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. Sturtevant absent.

PRESENTATIONS: None.

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 Action Minutes – July 10, 2018

- Recommendation: Council approve the City Council Draft Action Minutes of the July 10, 2018, City Council meeting. [City Clerk]

2. June 2018 Accounts Payable and Payroll

- Fiscal Impact: \$2,362,379.59
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for June 2018. [Administrative Services]

4. Sanitary Sewer Manhole Appropriations for State Route 41 Pavement Maintenance Project

- **Fiscal Impact:** The authorization to have CalPortland perform the manhole adjustment work in conjunction with Caltran's State Route 41 Pavement Maintenance Project is expected to cost \$34,475 in unbudgeted Wastewater Funds. A total appropriation of \$40,000 is recommended to cover these costs and other inspection and administrative costs required to complete the project.
- **Recommendations:** Council:
 1. Authorize CalPortland Construction to perform work to adjust municipal sanitary sewer manholes in conjunction with Caltran's State Route 41 Pavement Maintenance Project for \$34,475.
 2. Authorize the Administrative Services Director to appropriate \$40,000 from Wastewater Fund reserves for work to adjust municipal sanitary sewer manholes in conjunction with Caltran's State Route 41 Pavement Maintenance Project. [Public Works]

5. Formation of Lieutenant Position

- **Fiscal Impact:** The creation of the two Lieutenant positions and the suspension of the Administrative Sergeant and Commander positions is expected to have little to no fiscal impact.
- **Recommendation:** Council concur with minor staffing changes in the Police Department, as recommended by the City Manager. [Police Department]

PUBLIC COMMENT:

The following citizens spoke on these items: None

Mayor O'Malley closed the Public Comment period.

MOTION: By Council Member Bourbeau and seconded by Council Member Moreno to approve Consent Calendar Items A-1, A-2, A-4 and A-5. Motion passed 4:0 by a roll-call vote. Sturtevant absent.

Council Member Bourbeau asked that Item A-3 be pulled for comment and a separate vote.

3. Measure F-14 2018 Rehabilitation Project Construction Award

- **Fiscal Impact:** Total estimated expenditure is \$1,876,000 in Sales Tax Measure F-14 Funds.
- **Recommendations:** Council:
 1. Award a construction contract for \$1,252,633 to Souza Construction, Inc. for the Measure F-14 2018 Rehabilitation Project (Project No. C2017R02).
 2. Authorize the City Manager to execute a contract with Souza Construction, Inc. for \$1,252,633 for the construction of the Measure F-14 2018 Rehabilitation Project (Project No. C2017R02).

3. Authorize the Director of Public Works to file a Notice of Completion with the County Recorder upon satisfactory completion of the Project. [Public Works]

PUBLIC COMMENT:

The following citizens spoke on this item: None

Mayor O'Malley closed the Public Comment period.

MOTION: By Council Member Bourbeau and seconded by Mayor Pro Tem Fonzi to approve Consent Calendar Item A-3. (Contract No. 2018-007) Motion passed 4:0 by a roll-call vote. Sturtevant absent.

UPDATES FROM THE CITY MANAGER:

City Manager Rachelle Rickard gave an update on projects and issues within the City.

COMMUNITY FORUM:

Mayor O'Malley invited Dr. Sterns of Cuesta College to give a brief update on programs available to residents in Atascadero.

The following citizens spoke during Community Forum: Robert Skinner, Dr. Cynthia Lewis, Rosemary Robbins, Tom Comar, Lee Perkins, Mr. Pluth, Ryan Struecheck, Jim Anderson, Scott Mathews, Gary Kirkland, Noel Carpenter, Trisha Stanley, Kate Montgomery (Exhibit A), Lance Franklin, Joe Lewis, Susan Funk, Joe Ruello, Heather Howell, Charles Varney, Richard Plasch, Trish Bell, Judith King, and Peter Burns.

Mayor O'Malley recessed the meeting at 7:25 p.m.

Mayor O'Malley reconvened the meeting at 7:32 p.m. with all present.

B. PUBLIC HEARINGS:

1. Cost Confirmation of Vegetative Growth and/or Refuse Abatement

- Fiscal Impact: The City will receive \$43,690.38 from the 2018/2019 property tax rolls in weed abatement / refuse abatement assessments.
- Recommendation: Council adopt Draft Resolution, confirming the cost of vegetative growth (weeds) and/or refuse (rubbish) abatement. [Fire Department]

Ex Parte Communications

None were disclosed.

Fire Chief Bryson gave the staff report and answered questions from the Council.

PUBLIC COMMENT:

The following citizens spoke on this item: None

Mayor O'Malley closed the Public Comment period.

**MOTION: By Council Member Bourbeau and seconded by Council Member Moreno to adopt Draft Resolution, confirming the cost of vegetative growth (weeds) and/or refuse (rubbish) abatement. (Resolution No. 2018-061)
*Motion passed 4:0 by a roll-call vote. Sturtevant absent.***

C. MANAGEMENT REPORTS:

1. El Camino Real Downtown Traffic Calming and Corridor Plan Project Update

- Fiscal Impact: The Downtown Traffic Calming Study has no direct costs beyond previously approved consultant and staff costs.
- Recommendation: Council review alternative layouts for El Camino Real Downtown Traffic Calming and Corridor Plan and direct staff to develop detailed layouts and cross sections of preferred alternative for draft final report. [Public Works]

Public Works Director DeBar gave the staff report and answered questions from the Council. Community Development Director Dunsmore also answered questions from the Council. Joe Punsalan from ktua and Joe Fernandez from Central Coast Traffic Consulting reviewed the conceptual layouts and answered questions from the Council.

PUBLIC COMMENT:

The following citizens spoke on this item: Mike Zappas, Greg Ravatt, Dennis Schmidt, Jeff Nelson, Susan Funk and Trisha Stanley.

Mayor O'Malley closed the Public Comment period.

Mayor O'Malley invited Ron DeCarli, Executive Director of SLOCOG, to share his thoughts on the concepts presented.

The Council provided staff with comments on the alternative layouts for the El Camino Real Downtown Traffic Calming and Corridor Plan.

2. 2017 Annual General Plan Progress Report

- Fiscal Impact: None.
- Recommendation: Council file report and direct staff to submit the attached 2017 Annual General Plan Progress Report to the State of California. [Community Development]

Community Development Director Dunsmore gave the staff report and answered questions from the Council.

The Council received and filed the report.

COUNCIL ANNOUNCEMENTS AND REPORTS: None

D. COMMITTEE REPORTS:

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

Mayor O'Malley

1. Integrated Waste Management Authority (IWMA)

Mayor O'Malley noted that Council Member Bourbeau would take his place as the City of Atascadero representative on Integrated Waste Management Authority (IWMA).

Mayor Pro Tem Fonzi

1. City of Atascadero Design Review Committee

Council Member Moreno

1. Economic Vitality Corporation, Board of Directors (EVC)
2. Integrated Waste Management Authority (IWMA)

E. INDIVIDUAL DETERMINATION AND / OR ACTION: None

F. ADJOURN

Mayor O'Malley adjourned the meeting at 10:16 p.m.

MINUTES PREPARED BY:

Amanda Muther
Deputy City Clerk

The following exhibits are available for review in the City Clerk's office:

- Exhibit A – Letter to Council regarding Measure G (provided by Kate Montgomery)

APPROVED:



Atascadero City Council
Staff Report - Administrative Services Department

July 2018 Accounts Payable and Payroll

RECOMMENDATION:

Council approve certified City accounts payable, payroll and payroll vendor checks for July 2018.

DISCUSSION:

Attached for City Council review and approval are the following:

Payroll

Dated 7/12/18	Checks # 33937 - 33957	\$ 15,605.46
	Direct Deposits	312,676.91
Dated 7/26/18	Checks # 33958- 33975	14,169.51
	Direct Deposits	281,796.42

Accounts Payable

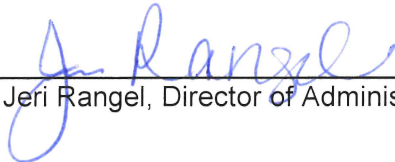
Dated 7/1/18 - 7/31/18	Checks # 157124 - 157492 & EFTs 3001 - 3036	<u>2,973,456.05</u>
	TOTAL AMOUNT	<u><u>\$ 3,597,704.35</u></u>

FISCAL IMPACT:

Total expenditures for all funds is \$ 3,597,704.35

CERTIFICATION:

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



Jeri Rangel, Director of Administrative Services

ATTACHMENT:

July 2018 Eden Warrant Register in the amount of \$ 2,973,456.05

City of Atascadero
Disbursement Listing

ITEM NUMBER: A-2
DATE: 09/11/18
ATTACHMENT: 1

For the Month of July 2018

Check Number	Check Date	Vendor	Description	Amount
3001	07/03/2018	RABOBANK, N.A.	Payroll Vendor Payment	45,233.41
3002	07/03/2018	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	12,859.66
3003	07/03/2018	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,161.82
157124	07/05/2018	2ND NATURE SOFTWARE INC.	Accounts Payable Check	4,862.00
157125	07/05/2018	AFSS SOUTHERN DIVISION	Accounts Payable Check	60.00
157126	07/05/2018	ALLIANT INSURANCE SERVICES INC	Accounts Payable Check	1,452.00
157127	07/05/2018	BILL GAINES AUDIO, INC.	Accounts Payable Check	1,804.00
157128	07/05/2018	CA FIRE CHIEFS ASSC.	Accounts Payable Check	600.00
157129	07/05/2018	CA POLICE CHIEF'S ASSC	Accounts Payable Check	440.00
157130	07/05/2018	CENTRAL COAST TOURISM COUNCIL	Accounts Payable Check	425.00
157131	07/05/2018	CJN EVENT PLANNING	Accounts Payable Check	250.00
157132	07/05/2018	COMMUNITY CHURCH OF ATASCADERO	Accounts Payable Check	54.00
157133	07/05/2018	NICHOLAS DEBAR	Accounts Payable Check	300.00
157134	07/05/2018	DESTINATION TRAVEL NETWORK	Accounts Payable Check	190.00
157135	07/05/2018	PHILIP DUNSMORE	Accounts Payable Check	300.00
157136	07/05/2018	ECONOMIC VITALITY CORPORATION	Accounts Payable Check	39,600.00
157137	07/05/2018	DANIEL E. ERNST	Accounts Payable Check	300.00
157138	07/05/2018	FRIENDS OF HEARST CASTLE	Accounts Payable Check	4,000.00
157139	07/05/2018	GEM AUTO PARTS	Accounts Payable Check	20.36
157140	07/05/2018	LEAGUE OF CALIFORNIA CITIES	Accounts Payable Check	210.00
157141	07/05/2018	LIFE ASSIST, INC.	Accounts Payable Check	385.04
157142	07/05/2018	WYATT T. LUND	Accounts Payable Check	300.00
157143	07/05/2018	ERIK M. MCCORNACK	Accounts Payable Check	300.00
157144	07/05/2018	EDWARD J. MILLER	Accounts Payable Check	300.00
157145	07/05/2018	MISSION UNIFORM SERVICE	Accounts Payable Check	87.57
157146	07/05/2018	RICKY D. MONTIJO	Accounts Payable Check	150.00
157147	07/05/2018	NBS	Accounts Payable Check	6,410.93
157148	07/05/2018	MARTIN E. PARIS	Accounts Payable Check	300.00
157149	07/05/2018	PROCARE JANITORIAL SUPPLY,INC.	Accounts Payable Check	289.45
157150	07/05/2018	QUOTA CLUB OF ATASCADERO	Accounts Payable Check	54.00
157151	07/05/2018	JERI RANGEL	Accounts Payable Check	300.00
157152	07/05/2018	RACHELLE RICKARD	Accounts Payable Check	500.00
157153	07/05/2018	ROLSON MUSIC & SOUND	Accounts Payable Check	1,800.00
157154	07/05/2018	SLO CO AUDITOR CONTROLLER	Accounts Payable Check	17,861.62
157155	07/05/2018	STANLEY CONVERGENT SECURITY	Accounts Payable Check	567.54
157156	07/05/2018	TARGET SOLUTIONS LEARNING, LLC	Accounts Payable Check	2,590.00
157157	07/05/2018	TRAINING INNOVATIONS, INC.	Accounts Payable Check	750.00
157158	07/05/2018	THE TRIBUNE	Accounts Payable Check	375.40
157159	07/05/2018	CHRISTINE S. WRIGHT	Accounts Payable Check	300.00

City of Atascadero
Disbursement Listing

ITEM NUMBER: A-2
DATE: 09/11/18
ATTACHMENT: 1

For the Month of July 2018

Check Number	Check Date	Vendor	Description	Amount
157160	07/06/2018	ALLAN HANCOCK COLLEGE	Accounts Payable Check	2,241.73
157161	07/06/2018	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	1,040.19
157163	07/06/2018	AT&T	Accounts Payable Check	668.16
157164	07/06/2018	AT&T	Accounts Payable Check	798.80
157166	07/06/2018	ATASCADERO MUTUAL WATER CO.	Accounts Payable Check	19,278.75
157167	07/06/2018	ATASCADERO NEWS	Accounts Payable Check	1,045.45
157168	07/06/2018	ATASCADERO PICKLEBALL CLUB	Accounts Payable Check	77.10
157169	07/06/2018	ATASCADERO YOUTH FOOTBALL	Accounts Payable Check	237.50
157170	07/06/2018	ATASCADERO YOUTH SOCCER ASSC	Accounts Payable Check	669.00
157171	07/06/2018	BACKFLOW APPARATUS & VALVE CO.	Accounts Payable Check	103.90
157172	07/06/2018	BATTERY SYSTEMS, INC.	Accounts Payable Check	20.80
157173	07/06/2018	KEITH R. BERGHER	Accounts Payable Check	202.50
157174	07/06/2018	BIG RED MARKETING, INC.	Accounts Payable Check	3,000.00
157175	07/06/2018	SHIRLEY R. BRUTON	Accounts Payable Check	464.10
157176	07/06/2018	CA CODE CHECK, INC.	Accounts Payable Check	3,932.50
157177	07/06/2018	CA CONSERVATION CORP	Accounts Payable Check	5,760.00
157178	07/06/2018	JASON F. CARR	Accounts Payable Check	120.00
157179	07/06/2018	CHARTER COMMUNICATIONS	Accounts Payable Check	5,974.07
157180	07/06/2018	CHESS WIZARDS	Accounts Payable Check	1,077.00
157181	07/06/2018	MATTHEW L. CHESSON	Accounts Payable Check	120.00
157182	07/06/2018	CHEVRON & TEXACO BUS. CARD	Accounts Payable Check	330.68
157183	07/06/2018	LARA CHRISTENSEN	Accounts Payable Check	265.96
157184	07/06/2018	KATHLEEN J. CINOWALT	Accounts Payable Check	42.00
157185	07/06/2018	VOID	Accounts Payable Check	0.00
157186	07/06/2018	COAST ELECTRONICS	Accounts Payable Check	1,750.21
157187	07/06/2018	COASTAL REPROGRAPHIC SERVICES	Accounts Payable Check	62.50
157188	07/06/2018	COLONY MAGAZINE	Accounts Payable Check	539.00
157189	07/06/2018	MIGUEL A. CORDERO	Accounts Payable Check	207.00
157190	07/06/2018	CORELOGIC SOLUTIONS, LLC.	Accounts Payable Check	125.00
157191	07/06/2018	NICHOLAS E. COUGHLIN	Accounts Payable Check	120.00
157192	07/06/2018	CREATIVE BRAIN LEARNING	Accounts Payable Check	1,994.40
157193	07/06/2018	CALEB M. DAVIS	Accounts Payable Check	120.00
157194	07/06/2018	DEEP BLUE INTEGRATION, INC.	Accounts Payable Check	460.00
157195	07/06/2018	DEPENDABLE FIRE PROTECTION	Accounts Payable Check	10.00
157196	07/06/2018	DIVISION OF STATE ARCHITECT	Accounts Payable Check	75.30
157197	07/06/2018	MARIBETH DONOVAN	Accounts Payable Check	80.00
157198	07/06/2018	DOOLEY ENTERPRISES INC	Accounts Payable Check	3,757.59
157199	07/06/2018	KELLI M. DOWNS	Accounts Payable Check	1,881.60
157200	07/06/2018	ECS IMAGING, INC.	Accounts Payable Check	6,324.48
157201	07/06/2018	JENNIFER S. EICKEMEYER	Accounts Payable Check	36.00

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157202	07/06/2018	JULIE R. EMPEY	Accounts Payable Check	1,254.00
157203	07/06/2018	RYAN ENFANTINO	Accounts Payable Check	120.00
157204	07/06/2018	AUSTIN E. ERB	Accounts Payable Check	150.00
157205	07/06/2018	ESCUELA DEL RIO	Accounts Payable Check	1,224.00
157206	07/06/2018	BETHANY FISHER	Accounts Payable Check	61.50
157207	07/06/2018	FOOD FOR LESS	Accounts Payable Check	26.92
157208	07/06/2018	CHRISTOPHER GALPIN	Accounts Payable Check	120.00
157209	07/06/2018	GAS COMPANY	Accounts Payable Check	651.36
157210	07/06/2018	GEM AUTO PARTS	Accounts Payable Check	162.72
157211	07/06/2018	KATHLEEN GROGAN	Accounts Payable Check	55.00
157212	07/06/2018	BRADLEY A. HACKLEMAN	Accounts Payable Check	462.00
157213	07/06/2018	CHRISTOPHER HALL	Accounts Payable Check	120.00
157214	07/06/2018	HANSEN BRO'S CUSTOM FARMING	Accounts Payable Check	7,602.09
157215	07/06/2018	ROCHELLE O. HANSON-TORRES	Accounts Payable Check	120.00
157216	07/06/2018	CHRISTOPHER HESTER	Accounts Payable Check	120.00
157217	07/06/2018	HOME DEPOT CREDIT SERVICES	Accounts Payable Check	1,895.96
157218	07/06/2018	HOP'S PARTY RENTALS	Accounts Payable Check	200.00
157219	07/06/2018	J. CARROLL CORPORATION	Accounts Payable Check	1,241.55
157220	07/06/2018	JIFFY LUBE	Accounts Payable Check	51.00
157221	07/06/2018	JK'S UNLIMITED	Accounts Payable Check	4,272.81
157222	07/06/2018	JUSTIN KAMP	Accounts Payable Check	200.00
157223	07/06/2018	NORMAN M. KATZ, PSY.D.	Accounts Payable Check	450.00
157224	07/06/2018	JOCELYN KATZAKIAN	Accounts Payable Check	79.91
157225	07/06/2018	KENNETH'S HEATING AND AIR, LLC	Accounts Payable Check	195.00
157226	07/06/2018	WADE S. KNOWLES	Accounts Payable Check	120.00
157227	07/06/2018	KTU+A	Accounts Payable Check	4,493.75
157228	07/06/2018	KW CONSTRUCTION	Accounts Payable Check	1,800.00
157229	07/06/2018	LAWSON PRODUCTS, INC.	Accounts Payable Check	183.67
157230	07/06/2018	LIFE ASSIST, INC.	Accounts Payable Check	356.76
157231	07/06/2018	CRAIG C. LOWRIE	Accounts Payable Check	184.00
157232	07/06/2018	ANDREW M. LUCAS	Accounts Payable Check	120.00
157233	07/06/2018	DENNIS LUIS	Accounts Payable Check	72.00
157234	07/06/2018	CRAIG MARTINEAU	Accounts Payable Check	120.00
157235	07/06/2018	BECKY MAXWELL	Accounts Payable Check	63.66
157236	07/06/2018	SAMUEL HENRY MCMILLAN, JR.	Accounts Payable Check	161.00
157237	07/06/2018	ADAM MEDINA	Accounts Payable Check	25.00
157238	07/06/2018	GREGG T. MEYER	Accounts Payable Check	120.00
157239	07/06/2018	MINER'S ACE HARDWARE	Accounts Payable Check	33.15
157240	07/06/2018	MISSION UNIFORM SERVICE	Accounts Payable Check	122.77
157241	07/06/2018	BRETT MOBLEY	Accounts Payable Check	120.00

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157242	07/06/2018	RAYMOND ROBERT MOLLE	Accounts Payable Check	120.00
157243	07/06/2018	REON C MONSON	Accounts Payable Check	150.00
157244	07/06/2018	MOTOROLA SOLUTIONS, INC.	Accounts Payable Check	1,724.36
157245	07/06/2018	AMANDA MUTHER	Accounts Payable Check	38.92
157246	07/06/2018	SHANNON NEALL	Accounts Payable Check	120.00
157247	07/06/2018	KELLYE R. NETZ	Accounts Payable Check	120.00
157248	07/06/2018	MARC NOBRIGA	Accounts Payable Check	55.00
157249	07/06/2018	OFFICE DEPOT INC.	Accounts Payable Check	379.95
157250	07/06/2018	THOMAS P. O'MALLEY	Accounts Payable Check	407.98
157251	07/06/2018	ONTRAC	Accounts Payable Check	11.88
157252	07/06/2018	ANJANETTE ORDONEZ	Accounts Payable Check	120.00
157253	07/06/2018	O'REILLY AUTOMOTIVE, INC.	Accounts Payable Check	33.37
157254	07/06/2018	TARA ORLICK	Accounts Payable Check	48.51
157255	07/06/2018	RON OVERACKER	Accounts Payable Check	120.00
157258	07/06/2018	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	32,735.96
157259	07/06/2018	ROBIN K. PENDLEY	Accounts Payable Check	161.00
157260	07/06/2018	PETTY CASH-FINANCE DEPARTMENT	Accounts Payable Check	179.40
157261	07/06/2018	PETTY CASH-POLICE DEPARTMENT	Accounts Payable Check	234.52
157262	07/06/2018	SCOTT E. PIPAN	Accounts Payable Check	120.00
157263	07/06/2018	PROCARE JANITORIAL SUPPLY,INC.	Accounts Payable Check	156.75
157264	07/06/2018	LAUREN-ASHLEY PURIFY	Accounts Payable Check	120.00
157265	07/06/2018	QUINCY ENGINEERING, INC.	Accounts Payable Check	18,464.10
157266	07/06/2018	RANGE MASTER	Accounts Payable Check	883.55
157267	07/06/2018	RECOGNITION WORKS	Accounts Payable Check	44.18
157268	07/06/2018	SAMUEL RODRIGUEZ	Accounts Payable Check	120.00
157269	07/06/2018	MICHELLE R. ROGERS	Accounts Payable Check	168.00
157270	07/06/2018	REBECCA ROMERO	Accounts Payable Check	120.00
157271	07/06/2018	ROTARY CLUB OF ATASCADERO	Accounts Payable Check	145.00
157272	07/06/2018	ERIN RUSSELL	Accounts Payable Check	120.00
157273	07/06/2018	SAFETY DRIVERS ED., LLC.	Accounts Payable Check	54.60
157274	07/06/2018	SAN LUIS POWERHOUSE, INC.	Accounts Payable Check	1,182.05
157275	07/06/2018	STEVE SANDEFFER	Accounts Payable Check	78.24
157276	07/06/2018	MICHELE SCHAMBER	Accounts Payable Check	120.00
157277	07/06/2018	DIEGO SEGOVIA	Accounts Payable Check	120.00
157278	07/06/2018	SERVICE SYSTEMS ASSC, INC.	Accounts Payable Check	2,000.00
157279	07/06/2018	SHARPLINE SOLUTIONS, INC.	Accounts Payable Check	785.85
157280	07/06/2018	THE SHERWIN-WILLIAMS COMPANY	Accounts Payable Check	194.49
157281	07/06/2018	RYAN SLOAN	Accounts Payable Check	120.00
157282	07/06/2018	SMART AND FINAL	Accounts Payable Check	78.59
157283	07/06/2018	DAVID L. SMAW	Accounts Payable Check	69.00

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157284	07/06/2018	SPEAKWRITE, LLC.	Accounts Payable Check	1,243.30
157285	07/06/2018	STAPLES CREDIT PLAN	Accounts Payable Check	124.26
157286	07/06/2018	STATE FIRE TRAINING	Accounts Payable Check	90.00
157287	07/06/2018	STATE WATER RES CONTROL BOARD	Accounts Payable Check	150.00
157288	07/06/2018	JAMIE STRIEGEL	Accounts Payable Check	34.88
157289	07/06/2018	STEVEN STUCKY	Accounts Payable Check	120.00
157290	07/06/2018	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	2,661.00
157291	07/06/2018	JOHN W. TAYLOR	Accounts Payable Check	120.00
157292	07/06/2018	THRIVE TRAINING CENTER	Accounts Payable Check	264.60
157293	07/06/2018	AYLA TOMAC	Accounts Payable Check	120.00
157294	07/06/2018	TWIN CITIES SURVEYING	Accounts Payable Check	2,500.00
157295	07/06/2018	UNITED STAFFING ASSC., INC.	Accounts Payable Check	1,750.32
157296	07/06/2018	IWINA M. VAN BEEK	Accounts Payable Check	161.00
157297	07/06/2018	SABRINA T. VAN BEEK	Accounts Payable Check	170.00
157298	07/06/2018	RENE VASQUEZ	Accounts Payable Check	120.00
157299	07/06/2018	VERIZON WIRELESS	Accounts Payable Check	2,439.57
157300	07/06/2018	VINO VICE, INC.	Accounts Payable Check	150.00
157301	07/06/2018	DUSTIN VIRGIL	Accounts Payable Check	120.00
157302	07/06/2018	BRANDON J. WELLS	Accounts Payable Check	273.00
157303	07/06/2018	WEX BANK - 76 UNIVERSL	Accounts Payable Check	11,786.54
157304	07/06/2018	WEX BANK - WEX FLEET UNIVERSAL	Accounts Payable Check	7,943.57
157305	07/06/2018	WHITLOCK & WEINBERGER TRANS.	Accounts Payable Check	2,467.50
157306	07/06/2018	WILKINS ACTION GRAPHICS	Accounts Payable Check	425.88
157307	07/06/2018	JEFF WILSHUSEN	Accounts Payable Check	120.00
157308	07/06/2018	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	834.08
157309	07/12/2018	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	80.00
157310	07/12/2018	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	1,432.75
157311	07/12/2018	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	993.60
157312	07/12/2018	MASS MUTUAL WORKPLACE SOLUTION	Payroll Vendor Payment	8,295.50
157313	07/12/2018	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	768.82
157314	07/12/2018	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	1,142.11
157315	07/12/2018	SEIU LOCAL 620	Payroll Vendor Payment	889.64
157316	07/12/2018	VANTAGEPOINT TRNSFR AGT 106099	Payroll Vendor Payment	337.31
157317	07/12/2018	VANTAGEPOINT TRNSFR AGT 304633	Payroll Vendor Payment	5,338.25
157318	07/12/2018	BROCK WHITE	Accounts Payable Check	312.09
3004	07/13/2018	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	493.84
3005	07/13/2018	HEALTH EQUITY, INC.	Payroll Vendor Payment	8,621.70
3006	07/17/2018	RABOBANK, N.A.	Payroll Vendor Payment	56,638.53
3007	07/17/2018	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	17,345.61

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3008	07/17/2018	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,194.71
3009	07/18/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	22,198.08
3010	07/18/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	41,533.17
3011	07/18/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	744.05
3012	07/18/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,054.58
3013	07/18/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	3,154.04
3014	07/18/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	3,869.60
3015	07/18/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	5,242.32
3016	07/18/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	9,369.85
157319	07/20/2018	A SUPERIOR CRANE, LLC	Accounts Payable Check	480.00
157320	07/20/2018	ADDICTION MEDICINE CONSULTANTS	Accounts Payable Check	700.00
157321	07/20/2018	AGM CALIFORNIA, INC.	Accounts Payable Check	372.00
157322	07/20/2018	AIRGAS USA, LLC	Accounts Payable Check	125.21
157323	07/20/2018	AIR-LEFT REFRIGERATION & HTG	Accounts Payable Check	109.00
157324	07/20/2018	ALTHOUSE & MEADE, INC.	Accounts Payable Check	2,210.00
157325	07/20/2018	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	535.96
157326	07/20/2018	ASSOCIATED TRAFFIC SAFETY	Accounts Payable Check	2,961.21
157328	07/20/2018	AT&T	Accounts Payable Check	955.72
157329	07/20/2018	AT&T	Accounts Payable Check	740.00
157330	07/20/2018	ATASCADERO HAY & FEED	Accounts Payable Check	1,398.77
157331	07/20/2018	BASSETT'S CRICKET RANCH, INC.	Accounts Payable Check	916.36
157332	07/20/2018	BERRY MAN, INC.	Accounts Payable Check	1,358.20
157333	07/20/2018	RUSSELL & PAULA BREBES	Accounts Payable Check	98.00
157334	07/20/2018	CA CODE CHECK, INC.	Accounts Payable Check	5,719.93
157335	07/20/2018	CA DEPT OF TAX AND FEE ADMIN.	Accounts Payable Check	4,043.00
157336	07/20/2018	CITY OF ATASCADERO	Accounts Payable Check	252.75
157337	07/20/2018	COASTAL COPY, INC.	Accounts Payable Check	488.77
157338	07/20/2018	COASTAL REPROGRAPHIC SERVICES	Accounts Payable Check	164.86
157339	07/20/2018	COASTLINE EQUIPMENT	Accounts Payable Check	115.40
157340	07/20/2018	CORELOGIC SOLUTIONS, LLC.	Accounts Payable Check	125.00
157341	07/20/2018	CROP PRODUCTION SERVICES, INC.	Accounts Payable Check	5,095.02
157342	07/20/2018	CRYSTAL SPRINGS WATER	Accounts Payable Check	263.21
157343	07/20/2018	DATAARC, LLC	Accounts Payable Check	2,558.40
157344	07/20/2018	DEPARTMENT OF JUSTICE	Accounts Payable Check	864.00
157345	07/20/2018	DIVERSIFIED PROJECT SERVICES	Accounts Payable Check	520.00
157346	07/20/2018	DOCUTEAM	Accounts Payable Check	134.47
157347	07/20/2018	EARTH SYSTEMS PACIFIC	Accounts Payable Check	24,023.91
157348	07/20/2018	ED'S FLYMEAT LLC	Accounts Payable Check	44.95
157349	07/20/2018	EL CAMINO VETERINARY HOSP	Accounts Payable Check	600.00

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157350	07/20/2018	ELECTRICRAFT, INC.	Accounts Payable Check	1,922.16
157351	07/20/2018	FARM SUPPLY COMPANY	Accounts Payable Check	164.07
157352	07/20/2018	FGL ENVIRONMENTAL	Accounts Payable Check	310.00
157353	07/20/2018	FRIENDS OF THE ALEXANDRIA ZOO	Accounts Payable Check	309.19
157354	07/20/2018	GAMETIME	Accounts Payable Check	72,557.53
157355	07/20/2018	GAS COMPANY	Accounts Payable Check	65.44
157356	07/20/2018	GLENN'S REPAIR & RENTAL, INC.	Accounts Payable Check	458.75
157357	07/20/2018	HANSEN BRO'S CUSTOM FARMING	Accounts Payable Check	5,854.49
157358	07/20/2018	HINDERLITER, DE LLAMAS	Accounts Payable Check	5,800.00
157359	07/20/2018	CHRIS HOREJSI	Accounts Payable Check	123.31
157360	07/20/2018	IRON MOUNTAIN RECORDS MGMNT	Accounts Payable Check	89.27
157361	07/20/2018	J & S STRIPING COMPANY, INC.	Accounts Payable Check	11,400.00
157362	07/20/2018	JIFFY LUBE	Accounts Payable Check	84.16
157363	07/20/2018	JK'S UNLIMITED	Accounts Payable Check	8,621.48
157364	07/20/2018	K PENCE CONSULTING	Accounts Payable Check	738.00
157365	07/20/2018	KENNEDY ATHLETIC CLUB OF ATASC	Accounts Payable Check	75.00
157366	07/20/2018	KRITZ EXCAVATING & TRUCKNG INC	Accounts Payable Check	1,029.56
157367	07/20/2018	LAYNE LABORATORIES, INC.	Accounts Payable Check	1,863.00
157368	07/20/2018	LEE WILSON ELECTRIC CO. INC	Accounts Payable Check	377.44
157369	07/20/2018	ANDREW LUERA	Accounts Payable Check	816.00
157370	07/20/2018	MADRONE LANDSCAPES, INC.	Accounts Payable Check	395.00
157371	07/20/2018	MAUL PLUMBING	Accounts Payable Check	1,865.42
157372	07/20/2018	SAMUEL HENRY MCMILLAN, JR.	Accounts Payable Check	46.00
157373	07/20/2018	MEDPOST URGENT CARE-PASO ROBLE	Accounts Payable Check	950.00
157374	07/20/2018	MIAMI-DADE COUNTY	Accounts Payable Check	376.13
157375	07/20/2018	MICHAEL K. NUNLEY & ASSC, INC.	Accounts Payable Check	945.00
157376	07/20/2018	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	166.46
157377	07/20/2018	MINER'S ACE HARDWARE	Accounts Payable Check	952.18
157378	07/20/2018	MISSION UNIFORM SERVICE	Accounts Payable Check	469.44
157379	07/20/2018	HEATHER MORENO	Accounts Payable Check	227.40
157380	07/20/2018	MICHAL S. MOSES	Accounts Payable Check	881.04
157381	07/20/2018	MV TRANSPORTATION, INC.	Accounts Payable Check	10,970.46
157382	07/20/2018	NCI AFFILIATES, INC	Accounts Payable Check	240.00
157383	07/20/2018	NEOFUNDS	Accounts Payable Check	3,000.00
157384	07/20/2018	NORTH COAST ENGINEERING INC.	Accounts Payable Check	79,724.90
157385	07/20/2018	OFFICE DEPOT INC.	Accounts Payable Check	77.28
157386	07/20/2018	OILFIELD ENVIRONMENTAL & COMP	Accounts Payable Check	1,900.00
157387	07/20/2018	ONTRAC	Accounts Payable Check	11.32
157388	07/20/2018	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	24,517.31
157389	07/20/2018	PADRE ASSOCIATES, INC.	Accounts Payable Check	32.50

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157390	07/20/2018	PERRY'S ELECTRIC MOTORS & CTRL	Accounts Payable Check	5,683.84
157391	07/20/2018	PRAXAIR DISTRIBUTION, INC.	Accounts Payable Check	49.60
157392	07/20/2018	PROCARE JANITORIAL SUPPLY,INC.	Accounts Payable Check	225.93
157393	07/20/2018	QUINCY ENGINEERING, INC.	Accounts Payable Check	23,922.99
157394	07/20/2018	RECOGNITION WORKS	Accounts Payable Check	29.09
157395	07/20/2018	RICK ENGINEERING COMPANY	Accounts Payable Check	5,026.92
157396	07/20/2018	RIVERBANKS ZOO & GARDEN	Accounts Payable Check	154.06
157397	07/20/2018	SAN LUIS POWERHOUSE, INC.	Accounts Payable Check	540.00
157398	07/20/2018	SLO CO AUDITOR CONTROLLER	Accounts Payable Check	9,481.43
157399	07/20/2018	SLO CO AUDITOR CONTROLLER	Accounts Payable Check	275.00
157400	07/20/2018	SOUTH COAST EMERGENCY VEH SVC	Accounts Payable Check	3,483.45
157401	07/20/2018	STANLEY CONVERGENT SECURITY	Accounts Payable Check	546.50
157402	07/20/2018	SUPERION, LLC	Accounts Payable Check	882.52
157403	07/20/2018	TULSA ZOO MANAGEMENT, INC.	Accounts Payable Check	342.13
157408	07/20/2018	U.S. BANK	Accounts Payable Check	34,020.36
157409	07/20/2018	ULTREX BUSINESS PRODUCTS	Accounts Payable Check	103.47
157410	07/20/2018	UNITED STAFFING ASSC., INC.	Accounts Payable Check	1,575.29
157411	07/20/2018	IWINA M. VAN BEEK	Accounts Payable Check	252.00
157412	07/20/2018	VERDIN	Accounts Payable Check	28,354.27
157413	07/20/2018	VERIZON WIRELESS	Accounts Payable Check	222.46
157414	07/20/2018	WALLACE GROUP	Accounts Payable Check	17,087.45
157415	07/20/2018	WCJ PROPERTY SERVICES	Accounts Payable Check	810.00
157416	07/20/2018	WELL SEEN SIGN CO., LLC	Accounts Payable Check	165.15
157417	07/20/2018	WEST COAST AUTO & TOWING, INC.	Accounts Payable Check	4,043.82
157418	07/20/2018	WHITLOCK & WEINBERGER TRANS.	Accounts Payable Check	7,599.78
157419	07/20/2018	WILKINS ACTION GRAPHICS	Accounts Payable Check	371.33
157420	07/20/2018	YESTERDAYS SPORTSWEAR	Accounts Payable Check	1,715.38
157421	07/20/2018	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	911.69
157422	07/20/2018	ACCESS PUBLISHING	Accounts Payable Check	800.00
157423	07/20/2018	ALL SIGNS AND GRAPHICS, LLC	Accounts Payable Check	586.16
157424	07/20/2018	ALLIANT INSURANCE SERVICES INC	Accounts Payable Check	141.00
157425	07/20/2018	EMILIO ALVAREZ	Accounts Payable Check	271.00
157426	07/20/2018	ATASCADERO CHAMBER OF COMMERCE	Accounts Payable Check	55,535.00
157427	07/20/2018	CALIFORNIA JPIA	Accounts Payable Check	6,479.00
157428	07/20/2018	CALLBACK STAFFING SOLUTION,LLC	Accounts Payable Check	89.47
157429	07/20/2018	CDCE, INC.	Accounts Payable Check	4,283.85
157430	07/20/2018	CHARTER COMMUNICATIONS	Accounts Payable Check	99.98
157431	07/20/2018	TIMOTHY CLEAVER	Accounts Payable Check	140.02
157432	07/20/2018	COAST ELECTRONICS	Accounts Payable Check	1,071.64
157433	07/20/2018	NICK COONS	Accounts Payable Check	76.00

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157434	07/20/2018	MIGUEL A. CORDERO	Accounts Payable Check	92.00
157435	07/20/2018	CHELSEA CRABILL	Accounts Payable Check	11.00
157436	07/20/2018	CREATIVE BRAIN LEARNING	Accounts Payable Check	1,905.00
157437	07/20/2018	CRYSTAL SPRINGS WATER	Accounts Payable Check	73.00
157438	07/20/2018	DIEGO CUEVAS	Accounts Payable Check	62.32
157439	07/20/2018	CULLIGAN/CENTRAL COAST WTR TRT	Accounts Payable Check	70.00
157440	07/20/2018	DAN BIDDLE PEST CONTROL SERVIC	Accounts Payable Check	135.00
157441	07/20/2018	DEEP BLUE INTEGRATION, INC.	Accounts Payable Check	135.00
157442	07/20/2018	AUSTIN E. ERB	Accounts Payable Check	315.00
157443	07/20/2018	EXECUTIVE INFORMATION SERVICES	Accounts Payable Check	26,532.45
157444	07/20/2018	FARM SUPPLY COMPANY	Accounts Payable Check	1,011.55
157445	07/20/2018	FIRE CHIEFS ASSC OF SLO CO	Accounts Payable Check	325.00
157446	07/20/2018	FRESNO CITY COLLEGE	Accounts Payable Check	158.00
157447	07/20/2018	DEBY GARZA	Accounts Payable Check	12.00
157448	07/20/2018	GEM AUTO PARTS	Accounts Payable Check	239.10
157449	07/20/2018	HANSEN BRO'S CUSTOM FARMING	Accounts Payable Check	11,621.59
157450	07/20/2018	JON JONES	Accounts Payable Check	281.00
157451	07/20/2018	LIEBERT CASSIDY WHITMORE	Accounts Payable Check	3,875.00
157452	07/20/2018	LIFE ASSIST, INC.	Accounts Payable Check	358.16
157453	07/20/2018	CRAIG C. LOWRIE	Accounts Payable Check	115.00
157454	07/20/2018	SAMUEL H. MCMILLAN, SR.	Accounts Payable Check	23.00
157455	07/20/2018	CORY MEYER	Accounts Payable Check	152.20
157456	07/20/2018	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	194.03
157457	07/20/2018	MINER'S ACE HARDWARE	Accounts Payable Check	248.06
157458	07/20/2018	MISSION UNIFORM SERVICE	Accounts Payable Check	258.04
157459	07/20/2018	O'REILLY AUTOMOTIVE, INC.	Accounts Payable Check	83.99
157460	07/20/2018	PARADISE COALITION, INC.	Accounts Payable Check	1,225.00
157461	07/20/2018	MARTIN E. PARIS	Accounts Payable Check	150.00
157462	07/20/2018	GLEN PENLAND	Accounts Payable Check	6.86
157463	07/20/2018	PROCARE JANITORIAL SUPPLY, INC.	Accounts Payable Check	771.75
157464	07/20/2018	ROLSON MUSIC & SOUND	Accounts Payable Check	900.00
157465	07/20/2018	SLO COUNTY OES-HAZ MAT TEAM	Accounts Payable Check	5,000.00
157466	07/20/2018	RANDY SMART	Accounts Payable Check	61.50
157467	07/20/2018	DAVID L. SMAW	Accounts Payable Check	46.00
157468	07/20/2018	RYAN SMITH	Accounts Payable Check	200.00
157469	07/20/2018	BRUCE ST. JOHN	Accounts Payable Check	199.33
157470	07/20/2018	STANLEY CONVERGENT SECURITY	Accounts Payable Check	316.96
157471	07/20/2018	TEMPLETON UNIFORMS, LLC	Accounts Payable Check	77.20
157472	07/20/2018	TRIBUNE	Accounts Payable Check	995.00
157473	07/20/2018	THE TRIBUNE	Accounts Payable Check	302.56

City of Atascadero
Disbursement Listing

ITEM NUMBER: A-2
DATE: 09/11/18
ATTACHMENT: 1

For the Month of July 2018

Check Number	Check Date	Vendor	Description	Amount
157474	07/20/2018	TURF STAR, INC.	Accounts Payable Check	87.38
157475	07/20/2018	ULTREX LEASING	Accounts Payable Check	260.76
157476	07/20/2018	UNITED STAFFING ASSC., INC.	Accounts Payable Check	875.16
157477	07/20/2018	SABRINA T. VAN BEEK	Accounts Payable Check	255.00
157478	07/20/2018	VITALITY FITNESS DELIVERED	Accounts Payable Check	15,000.00
157479	07/20/2018	TED E. WATERHOUSE	Accounts Payable Check	150.00
157480	07/20/2018	BRANDON J. WELLS	Accounts Payable Check	238.00
3017	07/26/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	703,402.00
3018	07/26/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	965,188.00
3019	07/26/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	332.00
3020	07/26/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	479.00
3021	07/26/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	251.00
3022	07/26/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	357.00
3023	07/26/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	782.00
157481	07/26/2018	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	80.00
157482	07/26/2018	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	1,362.50
157483	07/26/2018	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	993.60
157484	07/26/2018	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	3,376.00
157485	07/26/2018	ICMA-RC	Payroll Vendor Payment	125.00
157486	07/26/2018	MASS MUTUAL WORKPLACE SOLUTION	Payroll Vendor Payment	7,545.50
157487	07/26/2018	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	827.53
157488	07/26/2018	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	1,142.11
157489	07/26/2018	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	70.00
157490	07/26/2018	SEIU LOCAL 620	Payroll Vendor Payment	822.45
157491	07/26/2018	VANTAGEPOINT TRNSFR AGT 106099	Payroll Vendor Payment	337.31
157492	07/26/2018	VANTAGEPOINT TRNSFR AGT 304633	Payroll Vendor Payment	5,338.25
3024	07/27/2018	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	493.84
3025	07/27/2018	HEALTH EQUITY, INC.	Payroll Vendor Payment	10,721.70
3026	07/27/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	22,095.19
3027	07/27/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	35,125.00
3028	07/27/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	731.39
3029	07/27/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,202.85
3030	07/27/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,533.82
3031	07/27/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	3,890.47
3032	07/27/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	5,242.32
3033	07/27/2018	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	9,496.87
3034	07/31/2018	RABOBANK, N.A.	Payroll Vendor Payment	47,062.01
3035	07/31/2018	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	13,710.03
3036	07/31/2018	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,150.99

City of Atascadero
Disbursement Listing

ITEM NUMBER: A-2
DATE: 09/11/18
ATTACHMENT: 1

For the Month of July 2018

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
				<u>\$ 2,973,456.05</u>



Atascadero City Council

June 2018

Staff Report - City Treasurer

June 2018 Investment Report

RECOMMENDATION:

Council receive and file the City Treasurer's report for quarter ending June 2018.

REPORT IN BRIEF:

Cash and Investments

Checking	\$ 1,072,633	
Zoo Credit Card Deposit Account	19,847	
Money Market Accounts	39,091	
Certificates of Deposit	11,219,894	
Government Securities	14,826,004	
Supranational Securities	1,482,909	
LAIF	18,263,642	
Cash with Fiscal Agents	2,297,348	
	<hr/>	\$ 49,221,368
Cash in Banks at June 30, 2018		25,142
Deposits in Transit		(631,726)
Outstanding Checks		<hr/>
Cash and Investments at June 30, 2018		<u>\$ 48,614,784</u>

Investment Activity

Securities Purchased:

<u>Purchase Date</u>	<u>Description</u>	<u>Type</u>	<u>Cost</u>	<u>Maturity Date</u>
04/11/18	FFCB CUSIP #3133EJKN8	Government Security	499,735	04/11/23
04/12/18	Morgan Stanley Salt Lake City, UT	Certificate of Deposit	245,000	04/12/23
05/09/18	Goldman Sachs New York, NY	Certificate of Deposit	245,000	05/09/23
06/04/18	European Investment Bank CUSIP #298785HP4	Supranational Security	491,750	03/15/23
06/06/18	Citibank Sioux Falls, SD	Certificate of Deposit	245,000	06/06/23

Investment Activity (continued)

Securities Matured:

<u>Maturity Date</u>	<u>Description</u>	<u>Type</u>	<u>Original Cost</u>	<u>Amount Matured</u>
05/02/18	American Express Centurion Salt Lake City, UT	Certificate of Deposit	245,000	245,000
05/03/18	First Bank of Puerto Rico Santurce, PR	Certificate of Deposit	245,000	245,000
05/29/18	Discover Bank Greenwood, DE	Certificate of Deposit	245,000	245,000
05/30/18	Beal Bank Las Vegas, NV	Certificate of Deposit	245,000	245,000
06/27/18	Beal Bank Plano, TX	Certificate of Deposit	245,000	245,000

Securities Sold/Called Prior to Maturity:

None

Other Reportable Activities:

None

CITY OF ATASCADERO
TREASURER'S REPORT
CASH & INVESTMENTS ACTIVITY SUMMARY
for the quarter ending June 30, 2018

	<u>CHECKING ACCOUNTS</u>	<u>INVESTMENTS</u>	<u>FISCAL AGENT</u>	<u>TOTALS</u>
Balance per Banks at April 1, 2018	\$ 1,420,743	\$ 38,576,595	\$ 2,655,970	\$ 42,653,308
Receipts	14,933,718	151,189	9,234	15,094,141
Recognition of Premiums & Discounts		(2,281)	-	(2,281)
Disbursements	(8,155,944)	-	(367,856)	(8,523,800)
Transfers In	5,745,448	12,851,485	-	18,596,933
Transfers Out	<u>(12,851,485)</u>	<u>(5,745,448)</u>	<u>-</u>	<u>(18,596,933)</u>
Balance per Banks at June 30, 2018	<u>\$ 1,092,480</u>	<u>\$ 45,831,540</u>	<u>\$ 2,297,348</u>	49,221,368
Deposits in Transit				25,142
Outstanding Checks				<u>(631,726)</u>
Adjusted Treasurer's Balance				<u><u>\$ 48,614,784</u></u>

*CITY OF ATASCADERO
 INVESTMENT REPORT
 June 30, 2018*

<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>
<i>Funds Managed by City</i>											
n/a	Local Agency Invest. Fund (LAIF)	n/a	State Investment Fund	n/a	n/a	1.85%	\$ 18,263,642	n/a	\$ 18,263,642	\$ 18,229,432	\$ (34,210)
n/a	Broker Money Market	n/a	Money Fund	n/a	n/a	Vary	39,091	n/a	39,091	39,091	-
07/24/18	Compass Bank Birmingham, AL	07/24/13	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	244,968	(32)
07/24/18	Mercantil Bank Coral Gables, FL	07/24/13	Certificate of Deposit	n/a	1.75%	1.75%	245,000	n/a	245,000	245,010	10
08/21/18	Institution for Savings Newburyport, MA	08/21/13	Certificate of Deposit	n/a	1.60%	1.60%	245,000	n/a	245,000	245,002	2
08/23/18	Merchants National Bank Hillsboro, OH	08/23/13	Certificate of Deposit	n/a	1.60%	1.60%	245,000	n/a	245,000	245,002	2
09/18/18	York Traditions Bank York, PA	09/18/13	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	244,904	(96)
09/25/18	Third Federal Savings & Loan Cleveland, OH	09/25/13	Certificate of Deposit	n/a	1.90%	1.90%	245,000	n/a	245,000	245,010	10
10/15/18	Delta National Bank & Trust New York, NY	10/23/13	Certificate of Deposit	n/a	1.75%	1.90%	245,000	(106)	244,894	244,809	(85)
10/23/18	Sallie Mae Bank Salt Lake City, UT	10/23/13	Certificate of Deposit	n/a	2.05%	1.90%	245,000	n/a	245,000	244,980	(20)
11/28/18	Morton Community Bank Salt Lake City, UT	09/28/15	Certificate of Deposit	n/a	1.30%	1.30%	245,000	n/a	245,000	244,686	(314)
12/26/18	Marlin Business Bank Hillsboro, OH	09/25/15	Certificate of Deposit	n/a	1.40%	1.40%	245,000	n/a	245,000	244,608	(392)
01/28/19	Gold Coast Bank Chicago, IL	10/09/14	Certificate of Deposit	n/a	1.75%	1.75%	240,000	n/a	240,000	239,306	(694)
02/21/19	Federal Home Loan Mtge Corp CUSIP #3134G3PA2	09/18/15	Government Security	Aaa	1.70%	1.25%	1,000,000	2,845	1,002,845	996,328	(6,517)
04/08/19	Venture Bank Bloomington, Mn	06/06/17	Certificate of Deposit	n/a	1.50%	1.50%	245,000	n/a	245,000	243,523	(1,477)

*CITY OF ATASCADERO
 INVESTMENT REPORT
 June 30, 2018*

<i>MATURITY DATE</i>	<i>DESCRIPTION (ISSUER)</i>	<i>PURCHASE DATE</i>	<i>INVESTMENT TYPE</i>	<i>INVESTMENT RATING</i>	<i>STATED % RATE</i>	<i>YIELD</i>	<i>FACE VALUE</i>	<i>PREMIUM/ (DISCOUNT)</i>	<i>COST OF INVESTMENT</i>	<i>MARKET VALUE</i>	<i>UNREALIZED GAIN/ (LOSS)</i>
05/14/19	Cit Bank Salt Lake City, UT	05/14/14	Certificate of Deposit	n/a	1.95%	1.95%	\$ 245,000	n/a	\$ 245,000	\$ 244,192	\$ (808)
05/21/19	Minnwest Bank Sioux Falls, SD	05/21/14	Certificate of Deposit	n/a	1.90%	1.90%	245,000	n/a	245,000	244,270	(730)
05/30/19	Bar Harbor Bar Harbor, ME	09/30/14	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	243,893	(1,107)
06/18/19	Community One Bank New York, NY	06/18/14	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	244,106	(894)
06/27/19	Synchrony Bank Salt Lake City, UT	06/27/14	Certificate of Deposit	n/a	2.05%	2.05%	245,000	n/a	245,000	244,035	(965)
07/24/19	American Express Salt Lake City, UT	07/24/14	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	243,915	(1,085)
07/25/19	NCB FSB Hillsboro, OH	07/25/14	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	243,420	(1,580)
08/13/19	NBT Bank Norwich, NY	08/13/14	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	243,822	(1,178)
08/20/19	Webster Bank Waterbury, CT	08/20/14	Certificate of Deposit	n/a	1.90%	1.90%	245,000	n/a	245,000	243,751	(1,249)
09/24/19	Capital One Bank Glen Allen, VA	09/24/14	Certificate of Deposit	n/a	2.05%	2.05%	245,000	n/a	245,000	243,525	(1,475)
11/20/19	Frontier Bank Omaha, NE	11/20/15	Certificate of Deposit	n/a	1.50%	1.50%	245,000	n/a	245,000	243,114	(1,886)
12/16/19	Federal Farm Credit Bank CUSIP #31331SJR5	02/26/16	Government Security	Aaa	4.95%	1.12%	165,000	9,085	174,085	170,716	(3,369)
01/21/20	Washington Trust Westerly, RI	11/20/15	Certificate of Deposit	n/a	1.50%	1.50%	245,000	n/a	245,000	242,646	(2,354)
03/13/20	Federal Home Loan Mtge Corp CUSIP #3134G35V8	09/18/15	Government Security	Aaa	1.65%	1.65%	1,000,000	59	1,000,059	984,270	(15,789)
04/30/20	Federal National Mortgage Assn CUSIP #3136G0W23	11/20/15	Government Security	Aaa	1.50%	1.66%	695,000	(2,001)	692,999	680,954	(12,045)

CITY OF ATASCADERO
INVESTMENT REPORT
 June 30, 2018

<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>
05/15/20	Bridgewater Bank Bloomington, MN	11/17/15	Certificate of Deposit	n/a	1.45%	1.45%	\$ 245,000	n/a	\$ 245,000	\$ 239,137	\$ (5,863)
05/22/20	Federal Home Loan Mtge Corp CUSIP #3134G44G0	02/26/16	Government Security	Aaa	1.50%	1.12%	350,000	1,980	351,980	343,084	(8,896)
06/22/20	Federal National Mortgage Assn CUSIP #3135G0D75	11/05/15	Government Security	Aaa	1.50%	1.61%	1,000,000	(1,941)	998,059	979,730	(18,329)
06/26/20	Federal National Mortgage Assn CUSIP #3136G16D6	02/26/16	Government Security	Aaa	1.35%	1.24%	500,000	1,101	501,101	487,640	(13,461)
07/30/20	Federal Home Loan Mtge Corp CUSIP #3134G33Z1	11/20/15	Government Security	Aaa	1.55%	1.74%	555,000	(2,106)	552,894	543,506	(9,388)
09/23/20	Capital One Bank McLean, VA	09/23/15	Certificate of Deposit	n/a	2.30%	2.30%	245,000	n/a	245,000	241,849	(3,151)
09/30/20	BMW Bank of North America Salt Lake City, UT	09/30/15	Certificate of Deposit	n/a	2.20%	2.20%	245,000	n/a	245,000	241,749	(3,251)
11/12/20	Enerbank USA Salt Lake City, UT	11/12/15	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	238,936	(6,064)
11/20/20	First Business Bank Madison, WI	11/20/15	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	238,870	(6,130)
11/30/20	Federal National Mortgage Assn CUSIP #3135G0F73	11/05/15	Government Security	Aaa	1.50%	1.70%	1,000,000	(4,773)	995,227	978,136	(17,091)
11/30/20	Federal National Mortgage Assn CUSIP #3135G0F73	11/20/15	Government Security	Aaa	1.50%	1.81%	500,000	(3,653)	496,347	481,769	(14,578)
12/10/20	Two Rivers Community Bank Middletown, NJ	12/10/15	Certificate of Deposit	n/a	1.75%	1.75%	245,000	n/a	245,000	241,009	(3,991)
12/24/20	Celtic Bank Salt Lake City, UT	12/24/15	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	238,816	(6,184)
12/28/20	Federal National Mortgage Assn CUSIP #3135G0H55	11/20/15	Government Security	Aaa	1.50%	1.81%	800,000	(478)	799,522	785,232	(14,290)
12/28/20	Citizens State Bank Lacrosse, WI	12/28/15	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	240,823	(4,177)

*CITY OF ATASCADERO
 INVESTMENT REPORT
 June 30, 2018*

<i>MATURITY DATE</i>	<i>DESCRIPTION (ISSUER)</i>	<i>PURCHASE DATE</i>	<i>INVESTMENT TYPE</i>	<i>INVESTMENT RATING</i>	<i>STATED % RATE</i>	<i>YIELD</i>	<i>FACE VALUE</i>	<i>PREMIUM/ (DISCOUNT)</i>	<i>COST OF INVESTMENT</i>	<i>MARKET VALUE</i>	<i>UNREALIZED GAIN / (LOSS)</i>
12/29/20	First International Bank Watford City, ND	12/29/15	Certificate of Deposit	n/a	1.85%	1.85%	\$ 245,000	n/a	\$ 245,000	\$ 238,770	\$ (6,230)
01/25/21	Federal Agriculture Mtge Corp CUSIP #3132X0EQ0	02/26/16	Government Security	Aaa	1.55%	1.34%	455,000	2,418	457,418	442,333	(15,085)
02/08/21	Federal Home Loan Bank CUSIP #3133827D9	02/26/16	Government Security	Aaa	1.75%	1.37%	480,000	4,680	484,680	469,766	(14,914)
05/06/21	Federal National Mortgage Assn CUSIP #3135G0K69	06/09/16	Government Security	Aaa	1.25%	1.34%	500,000	(1,231)	498,769	481,045	(17,724)
06/09/21	Worlds Foremost Bank Sidney, NE	06/09/16	Certificate of Deposit	n/a	1.70%	1.70%	200,000	n/a	200,000	192,188	(7,812)
06/17/21	Wells Fargo Bank Sioux Falls, SD	06/17/16	Certificate of Deposit	n/a	1.75%	1.75%	245,000	n/a	245,000	235,340	(9,660)
08/23/21	Comenity Capital Bank Sidney, NE	08/22/16	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	233,502	(11,498)
08/30/21	PrivateBank & Trust Company Sioux Falls, SD	08/29/16	Certificate of Deposit	n/a	1.75%	1.75%	245,000	n/a	245,000	233,500	(11,500)
10/07/21	Federal National Mortgage Assn CUSIP #3135G0Q89		Government Security	Aaa	1.38%	1.72%	500,000	(5,404)	494,596	479,275	(15,321)
11/29/21	Federal Home Loan Bank CUSIP #3130AABG2	12/21/16	Government Security	Aaa	1.88%	2.12%	500,000	(4,099)	495,901	486,465	(9,436)
01/13/22	Federal Home Loan Bank CUSIP #3137EADB2	01/26/17	Government Security	Aaa	2.38%	2.06%	500,000	5,311	505,311	493,435	(11,876)
02/09/17	Triad Bank Frontenac, MO	02/09/22	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	235,996	(9,004)
02/21/17	Everbank Jacksonville, FL	02/14/22	Certificate of Deposit	n/a	2.05%	2.05%	245,000	n/a	245,000	236,388	(8,612)
03/11/22	Federal Home Loan Bank CUSIP #313378CR0	02/23/17	Government Security	Aaa	2.25%	2.00%	500,000	4,423	504,423	491,045	(13,378)
03/24/22	First Sentry Bank Huntington, WV	03/24/17	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	235,580	(9,420)

CITY OF ATASCADERO
INVESTMENT REPORT
 June 30, 2018

<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>
04/05/22	Federal National Mortgage Assn CUSIP #3135G0T45	05/04/17	Government Security	Aaa	1.88%	1.88%	\$ 500,000	n/a	\$ 500,000	\$ 484,740	\$ (15,260)
05/17/22	MB Financial Bank Chicago, IL	02/09/22	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	235,070	(9,930)
05/31/22	Lakeside Bank Chicago, IL	06/02/17	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	234,940	(10,060)
06/10/22	Federal Home Loan Bank CUSIP #313379Q69	05/31/17	Government Security	Aaa	2.13%	1.86%	500,000	4,998	504,998	487,260	(17,738)
07/12/22	Barclays Bank Wilmington, DE	07/12/17	Certificate of Deposit	n/a	2.20%	2.20%	245,000	n/a	245,000	236,418	(8,582)
07/27/22	Federal Farm Credit Bank CUSIP #3133EDE65	07/12/17	Government Security	n/a	3.05%	1.98%	302,000	12,638	314,638	305,222	(9,416)
08/03/22	Federal Farm Credit Bank CUSIP #3133EHTS2	08/17/17	Government Security	Aaa	1.90%	1.72%	500,000	3,515	503,515	483,240	(20,275)
09/09/22	Federal Farm Credit Bank CUSIP #313380GJ0	09/11/17	Government Security	Aaa	2.00%	1.62%	500,000	7,639	507,639	484,625	(23,014)
09/14/22	Int'l Amer. Development Bank CUSIP #4581X0CZ9	12/18/17	Supranational Security	Aaa	1.75%	2.23%	500,000	(9,712)	490,288	478,840	(11,448)
10/05/22	Federal Farm Credit Bank CUSIP #3135G0T78	01/18/18	Government Security	Aaa	2.00%	2.30%	500,000	(6,175)	493,825	483,870	(9,955)
01/18/23	Int'l Amer. Development Bank CUSIP #4581X0DA3	01/18/18	Supranational Security	Aaa	2.50%	2.46%	500,000	779	500,779	492,300	(8,479)
03/10/23	Federal Farm Credit Bank CUSIP #3130ADMX7	03/16/18	Government Security	Aaa	2.50%	2.71%	500,000	(4,580)	495,420	493,640	(1,780)
03/15/23	European Investment Bank CUSIP #298785HP4	06/04/18	Supranational Security	Aaa	2.50%	2.87%	500,000	(8,158)	491,842	490,445	(1,397)
04/11/23	Federal Farm Credit Bank CUSIP #3133EJKN8	04/11/18	Government Security	Aaa	2.70%	2.71%	500,000	(247)	499,753	497,040	(2,713)
04/12/23	Morgan Stanley Salt Lake City, UT	04/12/18	Certificate of Deposit	n/a	2.95%	2.95%	245,000	n/a	245,000	241,580	(3,420)

CITY OF ATASCADERO
INVESTMENT REPORT
 June 30, 2018

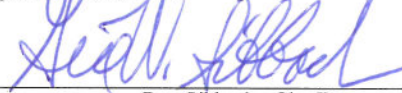
<u>MATURITY DATE</u>	<u>DESCRIPTION (ISSUER)</u>	<u>PURCHASE DATE</u>	<u>INVESTMENT TYPE</u>	<u>INVESTMENT RATING</u>	<u>STATED % RATE</u>	<u>YIELD</u>	<u>FACE VALUE</u>	<u>PREMIUM/ (DISCOUNT)</u>	<u>COST OF INVESTMENT</u>	<u>MARKET VALUE</u>	<u>UNREALIZED GAIN / (LOSS)</u>
05/09/23	Goldman Sachs New York, NY	05/09/18	Certificate of Deposit	n/a	3.15%	3.15%	\$ 245,000	n/a	\$ 245,000	\$ 243,574	\$ (1,426)
06/06/23	Citibank Sioux Falls, SD	06/06/18	Certificate of Deposit	n/a	3.25%	3.25%	245,000	n/a	245,000	244,512	(488)
Total Funds Managed by the City							<u>45,824,733</u>	<u>6,807</u>	<u>45,831,540</u>	<u>45,279,518</u>	<u>(552,022)</u>
Funds Managed by Fiscal Agent											
n/a	BNY Western Trust Hamilton Treas. Money	n/a	Treasury Fund	Aaa	n/a	1.09%	1,428,333	n/a	1,428,333	1,428,333	-
n/a	BNY Western Trust Hamilton Treas. Money	n/a	Treasury Fund	Aaa	n/a	0.88%	869,015	n/a	869,015	869,016	1
Total Funds Managed by Fiscal Agent							<u>2,297,348</u>	<u>n/a</u>	<u>2,297,348</u>	<u>2,297,349</u>	<u>1</u>
							<u>\$ 48,122,081</u>	<u>\$ 6,807</u>	<u>\$ 48,128,888</u>	<u>\$ 47,576,867</u>	<u>\$ (552,021)</u>

Average Maturity of Total Portfolio 682 Days
 Weighted Average Yield of Total Portfolio 1.88%

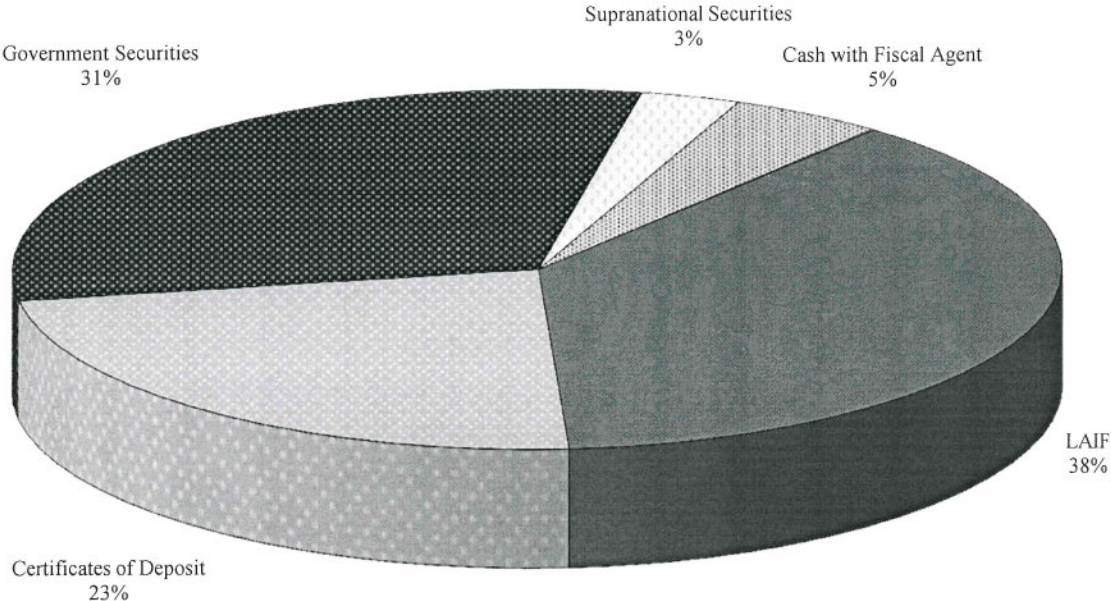
Certification:

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 November 28, 2017.
 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

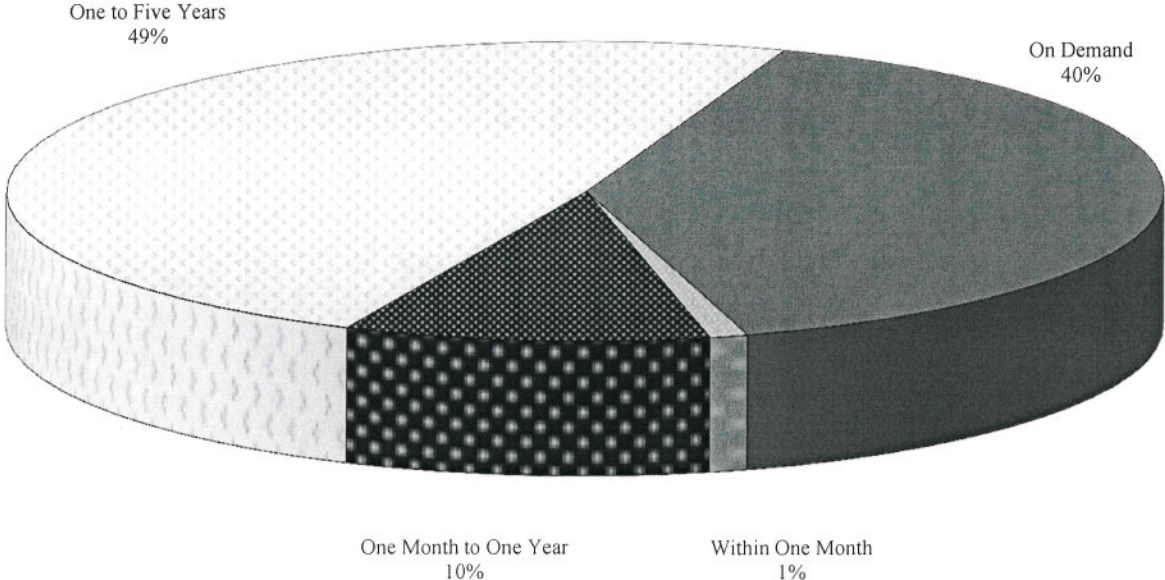
Approved by: 
 Gere Sibbach - City Treasurer

**City of Atascadero
 Investments by Type
 June 2018**



<u>Investment</u>	<u>June 2018</u>
LAIF	\$ 18,263,642
Certificates of Deposit	11,219,894
Government Securities	14,826,004
Supranational Securities	1,482,909
Cash with Fiscal Agent	2,297,348
Other	39,091
	<u>\$ 48,128,888</u>

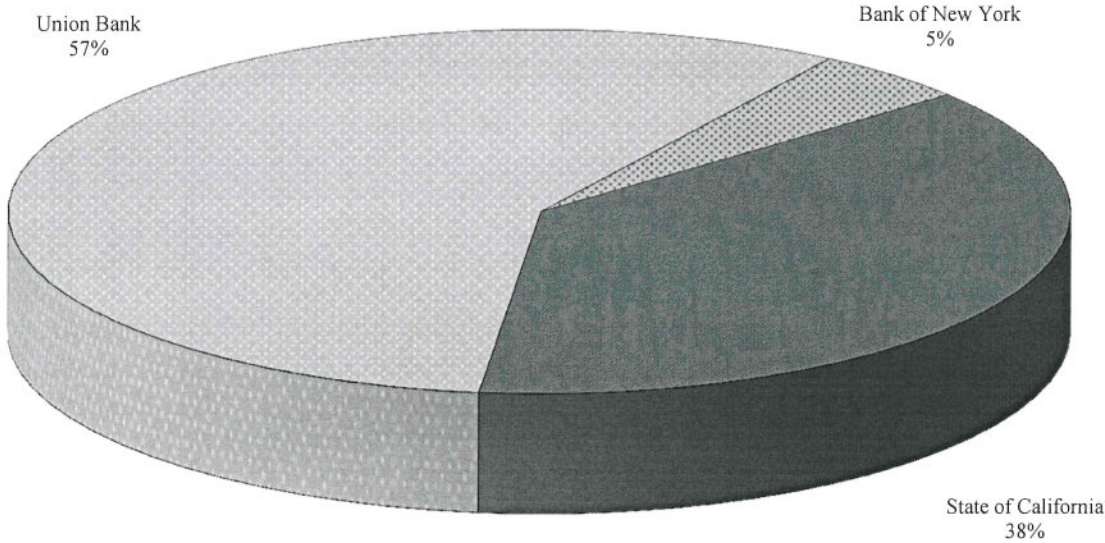
**City of Atascadero
 Investments by Maturity *
 June 2018**



<u>Investment</u>	<u>June 2018</u>
On Demand	\$ 18,302,733
Within One Month	490,000
One Month to One Year	4,672,739
One to Five Years	22,366,068
	<u>\$ 45,831,540</u>

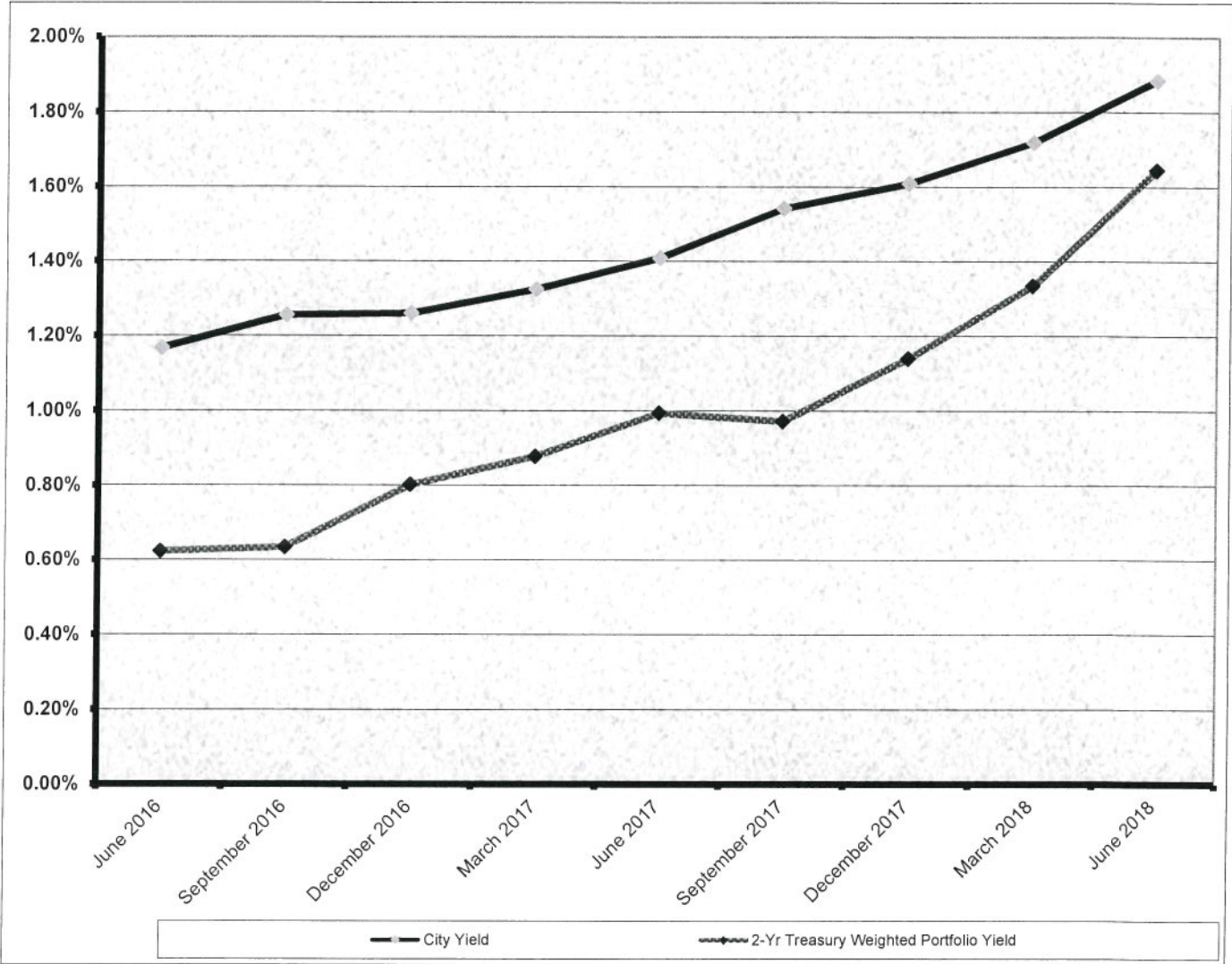
* Cash with fiscal agent is not included in the totals for this graph because the amounts are restricted based on bond covenants, and therefore, the City doesn't retain the option to liquefy these funds at will.

City of Atascadero
Investments by Custodial Agent
June 2018



Custodial Agent	June 2018
State of California	\$ 18,263,642
Union Bank	27,567,898
Bank of New York	2,297,348
	<u>\$ 48,128,888</u>

City of Atascadero
Investment Yield vs. 2-Year Treasury Yield
For the Quarter Ended June 30, 2018



	<u>City Yield</u>	<u>2-Yr Treasury Weighted Portfolio Yield</u>
June 2016	1.17%	0.62%
September 2016	1.26%	0.63%
December 2016	1.26%	0.80%
March 2017	1.32%	0.88%
June 2017	1.41%	0.99%
September 2017	1.54%	0.97%
December 2017	1.61%	1.14%
March 2018	1.72%	1.33%
June 2018	1.88%	1.64%



Atascadero City Council

Staff Report – Community Development

Homes2Suites Hilton Hotel Request for Deferred Payment of Development Fees

RECOMMENDATIONS:

Council:

1. Approve the proposal from North County Hospitality Group, LLC to defer payment of development fees over a period of five years for construction of the new Home2Suites Hilton brand hotel.
2. Authorize the City Manager to enter into an agreement with North County Hospitality Group, LLC to defer the impact fees over a five year period.

DISCUSSION:

In 2017, the Annex Master Plan of Development was amended to include a hotel on the west side of El Camino Real adjacent to the 101 freeway just north of Del Rio Road. The property owner, North County Hospitality Group, LLC is requesting deferment of the Development Impact Fee payment.

The Proposal

The City of Atascadero allows development impact fees to be paid at the time of building completion (Occupancy). The development impact fees for the “Homes2Suites” Hilton Hotel project are \$563,280. According to the developer, allowing payment of impact fees after the project is completed and is able to generate money will have a stabilizing impact on the project economics and allow the project to proceed in a more timely manner. The request is attached (Attachment 1).

The developer is proposing that the City allow the payment of development fees to be spread out over five years. Specifically, the request is to:

- Amortize payments of the development fees of \$563,280 over 5 years at a 1.88% interest rate.

- The interest rate is based on the last quarter's (June 2018) yield on the City's investment pool.
- Full payment would be made over the course of five years. Payments would be approximately \$119,137 annually for the first four years, with an approximate balance of \$119,135 due in the fifth year.
- The note would be secured with a second deed of trust, behind the construction loan.

The proposed agreement would be similar to the agreement executed by the City for the Springhill Marriott Hotel project and for the Marstons 101 project associated with Holiday Inn Express.

While this proposal would result in a delay of payment for development fees, the new hotel will generate tax revenue and is an important catalyst for economic development surrounding the Del Rio Road area. Sales taxes from visitors spending money in the community and from potential new businesses in the area will increase the annual revenues to the General Fund.

FISCAL IMPACT:

If the agreement is approved, receipt of impact fees would be delayed. Because these fees will be paid over time, the development fees will not be immediately available. However, the interest charged is expected to yield a neutral fiscal impact to the City.

The hotel facility is expected to bring an overall increase in revenue to the General Fund.

ALTERNATIVES:

1. Accept the developer's request for assistance with modifications.
2. Deny the developer's request for assistance.
3. Request more information from the developer and/or staff.

ATTACHMENTS:

1. Letter of Request for deferral of Development Impact Fees
2. Draft Agreement with North County Hospitality Group, LLC
3. Draft Deed of Trust
4. Draft Promissory Note

WHELEN CONSULTING

LAND USE PROJECTS

October 27, 2017

City of Atascadero
6500 Palma Avenue
Atascadero, CA 93422

Attn: Phil Dunsmore, Community Development Director

Re: MP Annex, LLC (The Annex Hotel at 1800 El Camino Real)
Deferral of Impact Fee Payments

Dear Mr. Dunsmore:

As you are now in the process of determining the impact fee amounts for The Annex hotel project, I'd like to request that the City consider a payment deferral period for impact fees.

We appreciate the City's consideration of this request, and hope that the economic benefits from a new "Home2 Suites" will justify a fee deferral program. Spreading the fee payments over the first years of hotel operation would have an important stabilizing effect while this new business works to become established in Atascadero.

If I can provide any additional information that would be helpful, please let me know.

Best Regards,



Patti Whelen
Whelen Consulting, Inc.

cc: Clint Pearce, MP Annex, LLC

Post Office Box 5021, San Luis Obispo, CA 93403

(805) 503-9747



**AGREEMENT FOR DEFERRAL OF
DEVELOPMENT IMPACT FEES**

By and Between

CITY OF ATASCADERO

and

**North County Hospitality Group, LLC
a limited liability corporation**

DATED: _____, 2018

AGREEMENT FOR DEFERRAL OF DEVELOPMENT IMPACT FEES

This Agreement for Deferral of Development Impact Fees (“Agreement”), dated for reference purposes as first indicated on the cover page, is entered into by and between the CITY OF ATASCADERO, a California municipal corporation (“City”) and North County Hospitality Group, LLC, a limited liability corporation (“Developer”) on the following terms and conditions:

RECITALS

A. Developer is presently developing a Project on the Property located within the City of Atascadero, California. The Developer will need to obtain permits and approvals for the Project. A standard condition on the issuance of these permits will be the payment of City imposed Permit and Processing Fees and Development Impact Fees. These Permit and Processing Fees and Development Impact Fees are generally payable to the City at the time the permit is issued or, if a standard deferral agreement is executed, when the project is completed and a final inspection with the City is scheduled.

B. The City has established a regular program of imposing the payment of specified Permit and Processing Fees on the construction of new development projects within the City with respect to the connection of the Project to City utility services as well as inspection and processing of permits by various City departments. These fees are typically payable to the City at the time the project applicant submits an application to the City for these permits and approvals or prior to issuance of the permit by the City.

C. The City has established a regular program of the payment of specified Development Impact Fees to offset impacts on public services from new development within the City. Once a standard deferral agreement is executed, these fees, listed below, are typically payable to the City at the time the project is completed and a final inspection with the City is scheduled.

D. In certain instances the City acknowledges that it may be to the public’s benefit to defer the payment of Permit and Processing Fees or Development Impact Fees until a specified time after the issuance of the permit or approval, provided adequate security for the future payment of the fees is provided. Generally where the project involves a significant capital investment by the developer and will serve to either encourage further development of an area where development has been stagnant or where the project will provide a needed service, convenience, or accommodations to residents or visitors the City Council may find that the project qualifies to have the payment of Permit and Processing Fees or Development Impact Fees deferred.

F. Developer has requested that the Project be considered eligible for additional deferral of Development Impact Fees. The City Council has found, based on the nature and location of the Project and the convenience it will provide to residents of the City that the Project qualifies for a deferral under the terms and conditions of this Agreement. Developer acknowledges and agrees that absent this Agreement it would be required to pay all Development Impact Fees at the time the project is completed and a final inspection from the City is requested.

G Developer and City acknowledge that the California Prevailing Wage law normally applies to projects where public funds are used for construction or for the payment of fees that are mandatory conditions of construction. In this case, City is not paying fees but is instead deferring payment of them. Developer is absolutely bound to pay all required fees, but will be allowed to pay the Development Impact Fees over time, with interest. Developer and City acknowledge that they have each and separately investigated California Prevailing Wage Law and have each and separately determined that the City’s deferral of the Development Impact Fees does not constitute a contribution of public funds to the Project, as defined by California Labor Code Section 1720 and described in non-binding decisions issued by the Department of Industrial Relations interpreting that Section. Notwithstanding the analysis and determination of the parties, Developer acknowledges that if the Department of Industrial Relations determines that the deferral of Development Impact Fees is found to constitute payment of public funds for the Project, then the construction and construction-related activities for the Project would be subject to the California Prevailing Wage Law and Developer would be required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720, *et seq.*, of the California Labor Code for all covered work performed on the Project.

DEFINED TERMS

“**Action**” shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (where administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument.

“**City**” shall mean the City of Atascadero, a municipal corporation formed and existing under the laws of the State of California and any successor-in-interest to the rights, obligations, and powers of the City.

“**Developer**” shall mean North County Hospitality Group, LLC, a limited liability corporation. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“**Development Impact Fees**” shall mean those development impact fees imposed and levied by the City to recover the cost of planned public facilities and to mitigate impacts of development on the City as are listed below. The Development Impact Fees include:

1. Law Enforcement Facilities
2. Fire Protection Facilities
3. Fire Aerial Response Vehicle
4. Circulation System
5. Storm Drainage Facilities
6. General Government Facilities

7. Open Space Acquisition
8. Library Expansion Facilities (Hotels exempt from this fee)
9. Public Meeting Facilities (Hotels exempt from this fee)
10. Parkland (Hotels exempt from this fee)

“Effective Date” shall mean the date the Agreement has been formally approved by the City Council and executed by the appropriate authorities of the City and Developer.

“Interest Rate” shall mean a fixed rate equal to the quarterly investment yield for the City’s investment portfolio as of June 30, 2018, a rate of 1.88%.

“Litigation Expenses” shall mean all costs and expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action, including, but not related to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other cost or expense reasonably and necessarily incurred by the prevailing party in good faith and directly related to the Action. Where attorneys’ fees are to be paid by Developer to the City’s law firm on behalf of, or in defense of, City, the rate to be paid shall be the full litigation rate charged by the City’s law firm to the City in accord with the City’s contract with that law firm.

“Other Government Fees” shall mean any and all fees levied on the Project by any government entity other than the City, including but not limited to the State of California and any of its agencies, the County of San Luis Obispo, any local school district, or any local special district.

“Payment Period” shall mean a period of Five (5) years from and after the Issuance Date of the Certificate of Occupancy during which Developer will have to pay the amount of the Development Impact Fees, plus accrued interest, to the City as provided in section 3 [Terms of Payment].

“Permit and Processing Fees” shall mean those fees imposed and levied by the City with respect to the connection to City utility services as well as inspection, processing and granting of permits by various City departments.

“Project” shall mean the construction of a new building of approximately 73,833 square foot, four-story, 120-room hotel on the Property that would be operated by an internationally-known and publicly traded company and that would be suitable for occupancy and use under Chapter 9 [Planning and Zoning] of the City’s Municipal Code.

“Property” shall mean those certain parcels of real property commonly known as Assessor’s Parcel Number 049-131-070 located at 1800 El Camino Real, City of Atascadero, State of California, as more particularly described in the legal description attached hereto and incorporated herein by reference as Attachment “A”.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Deferral And Payment.

1.1 City's Deferral. The City agrees that Developer may defer payment of the Development Impact Fees imposed on the Project by City for the Payment Period provided Developer remains in compliance with the terms, conditions, and covenants of this Agreement. The parties acknowledge that City normally requires the payment of all Permit and Processing Fees and Development Impact Fees at the time the project applicant submits an application to the City for these permits and approvals, receives an issued permit, or prior to issuance of a Certificate of Occupancy by the City. In this case, by virtue of this Agreement, the City will issue permits and approvals for the Project, and issue a final Certificate of Occupancy, provided all other requirements for the issuance of such permits have been met, even though the Developer will not have paid the Development Impact Fees.

1.2 Developer's Payment.

1.2.1 Permit and Processing Fees. Developer covenants and agrees to timely pay at the time each Project application is submitted all Permit and Processing Fees imposed on that application.

1.2.2 Development Impact Fees. Developer covenants and agrees to timely pay during the Payment Period the Development Impact Fees, together with all interest accrued thereon, as provided in this Agreement. Developer acknowledges that Developer's Property will be encumbered by a lien created by the recording of a second Deed of Trust securing Developer's payment of the Development Impact Fees.

1.3 Other Government Fees. Developer understands and agrees that the City is required to collect Other Government Fees that may be imposed on the Project. Developer agrees to timely pay the Other Government Fees as required by the City. The Other Government Fees are not subject to deferral pursuant to this Agreement.

1.4 Prevailing Wage Law. California Prevailing Wage law applies to projects where public funds are used for construction or for the payment of fees that are mandatory conditions of construction. Pursuant to Section 1.1 [City's Deferral], City will defer payment of Development Impact Fees, but will not itself pay any fees otherwise required to be paid by Developer. Developer further agrees to pay interest on the deferred Development Impact Fees at the rate equivalent to the rate that the City would receive if the City had the Development Impact Fees in hand and had invested those moneys in the City's investment portfolio.

1.4.1 Deferral is not Payment of Public Funds. Developer is absolutely bound to pay all required fees, but pursuant to Section 3 [Terms of Payment] will be allowed to pay some of them over time, with interest pursuant to Section 3.2 [Payment Over Time]. The parties, having each researched California Prevailing Wage Law, agree that this deferral is not a payment of public funds pursuant to California Labor Code Section 1720(b). The deferral is instead a

market transaction with the Developer paying market rate interest for the opportunity to pay the Development Impact Fees over time.

1.4.2 Developer's Agreement to Comply With Prevailing Wage Law. Notwithstanding the foregoing, Developer acknowledges that if the Department of Industrial Relations determines that the deferral of Development Impact Fees constitutes the payment of public funds for the Project, then the construction and construction-related activities for the Project would be subject to the Prevailing Wage Law and Developer would be required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720, *et seq.*, of the California Labor Code for all covered work performed on the Project. Without limiting Developer's obligation to comply with all of the Prevailing Wage Law under the foregoing scenario, Developer shall at minimum (a) require its contractors and subcontractors to submit certified copies of payroll records to Developer; (b) maintain complete copies of such certified payroll records; and (c) make such records available to the City and its designees for inspection and copying during regular business hours at the Property or at another location within the City. Under such scenario, Developer shall also obligate Developer's contractors and agents to comply with all such Prevailing Wage Laws.

1.4.3 Developer's Agreement to Indemnify and Defend City. If the Department of Industrial Relations determines that the deferral of Development Impact Fees constitutes the payment of public funds for the Project, Developer further agrees that it shall indemnify and defend the City from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) arising out of or in any way connected with Developer's obligation to comply with all Prevailing Wage Laws with respect to the work of Public Improvements, including all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and/or 1781.

2. Permit and Processing Fees and Development Impact Fees

2.1 Estimated Permit and Processing Fees and Development Impact Fees. The total estimated amount of Permit and Processing Fees and Development Impact Fees to be paid for the Project is currently estimated to be \$984,388.62. Of this amount, approximately \$262,949.89 represents Permit and Processing Fees, and \$158,158.73 represents fair share impact fees towards the Del Rio Interchange that the Developer agrees to pay at the time that the Developer submits Project applications on which the Permit and Processing Fees are imposed or upon issuance of the permit. Of the total amount, approximately \$563,280.00 represents Development Impact Fees which the Developer agrees to pay as provided in Section 3 [Terms of Payment] the Permit and Processing Fees as provided in this Agreement.

2.2 Changes in Fee Amounts. The parties understand and agree that the amounts set forth in Section 2.1 [Total Permit and Processing Fees and Development Impact Fees] are approximations and that the actual amounts may change as the Project is fully designed and brought to the City for review and approval. The parties agree that changes to the amounts of the Permit and Processing Fees and/or Development Impact Fees shall not affect the terms of this agreement, and in particular the payment amounts set forth in Sections 3.2.1 through 3.2.4, though the final payment amount set forth in Section 3.2.5 may be adjusted to reflect any change in Development Impact Fee amounts. Any change in the estimated amount of Permit and

Processing Fees or Development Impact Fees shall be communicated by City to Developer at the time Project applications are submitted.

3. Terms of Payment of Development Impact Fees

3.1 Absolute Payment Obligation. Developer has the absolute obligation to pay the entire outstanding balance of the Development Impact Fees. Notwithstanding the provisions of this Agreement granting Developer permission to pay the Development Impact Fees over time, such payment over time shall not be deemed to waive all or any portion of Developer's obligation to pay the entire balance of the Development Impact Fees. Failure to fully pay the Development Impact Fees as required shall be deemed a Default of this Agreement.

3.2 Payment Over Time. Developer shall pay the entire outstanding balance of the Development Impact Fees, plus accrued interest, by no later than the last business day of the Fifth (5th) year from and after the Issuance Date of the Certificate of Occupancy. Developer shall make the following payments:

3.2.1 First Payment. On or before the one-year anniversary of the Issuance Date of the Certificate of Occupancy, in the amount of \$119,137.00.

3.2.2 Second Payment. On or before the two-year anniversary of the Issuance Date of the Certificate of Occupancy, in the amount of \$119,137.00.

3.2.3 Third Payment. On or before the three-year anniversary of the Issuance Date of the Certificate of Occupancy, in the amount of \$119,137.00.

3.2.4 Fourth Payment. On or before the four-year anniversary of the Issuance Date of the Certificate of Occupancy, in the amount of \$119,137.00.

3.2.5 Final Payment. On or before the five-year anniversary of the Issuance Date of the Certificate of Occupancy, in an amount equal to the remaining outstanding principal plus all interest accrued over the term of the Payment Period, an amount currently estimated to be \$119,135.09.

3.3 Pre-Payment Option. At any time during the Payment Period, Developer may pay the entire outstanding principal balance of the Development Impact Fees. Pre-payment shall include all principal amounts owed and all interest accrued as of that date. There shall be no penalty for pre-payment.

3.4 Interest Accrual and Payment. From and after the Issuance Date of the Certificate of Occupancy until the outstanding principal balance on the Note has been repaid in full, the outstanding balance under this Agreement and the Promissory Note shall bear interest at the Interest Rate. In no event shall the amount of interest paid or agreed to be paid to City exceed the maximum amount permissible under applicable laws.

4. Security.

4.1 As further evidence of Developer's obligation to pay the Development Impact Fees, Developer shall execute and provide to the City a Promissory Note that is the same in all material respects to that attached hereto and incorporated herein by reference as Attachment "B".

Developer's payment obligation under the Promissory Note and this Agreement shall be secured by a Deed of Trust recorded against the Property subordinate only to a deed of trust securing the Developer's obligations to the Project's construction lender. The Deed of Trust shall be the same in all material responses as that attached hereto and incorporated herein by reference as Attachment "C". Upon request from Developer's construction lender, City will execute a subordination agreement to subordinate the Deed of Trust to the construction lender's deed of trust against the Property.

5. General Indemnity.

5.1 General Indemnity. Except as to the sole negligence, active negligence or willful misconduct of the City, Developer expressly agrees to, and shall, indemnify, defend, release, and hold the City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, and lien, which arises out of, or are in any way related to, any act or omission of Developer, or its officers, directors, employees, agents, or contractors, connected with the performance under this Agreement, the construction, use, or operation of the Project, notwithstanding that the City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Developer's officers, directors, employees, agents and contractors. The City shall not be responsible for any acts, errors or omissions of any person or entity except the City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Developer under this Section shall survive the expiration or early termination of the Agreement.

6. Default And Remedies.

6.1 Default. Either party's failure or unreasonable delay to perform any term or provision of this Agreement constitutes a Default of this Agreement. In the event of a Default, the injured party shall give written "Notice of Default" to the defaulting party, specifying the Default. Delay in giving such notice shall not constitute a waiver of the Default. If the defaulting party fails to cure the Default within thirty (30) days after receipt of a notice specifying the Default, or, if the Default is of a nature that cannot be cured within thirty (30) days, the defaulting party fails to commence to cure the Default within said thirty (30) days and thereafter diligently prosecute such cure to completion, then the defaulting party shall be liable to the injured party for any and all damages caused by such Default, unless otherwise provided for by this Agreement.

6.2 No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

6.3 Legal Actions. In addition to any other rights and remedies any party may institute a legal action to require the cure of any default and to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. The following provisions shall apply to any such legal action:

6.3.1 Jurisdiction and Venue. Legal actions must be instituted and maintained in the Superior Court of the County of San Luis Obispo, State of California, Central Branch, Civil Division, or if appropriate, in the United States District Court for the Central District of California. Participant specifically waives any rights provided to it pursuant to California Code of Civil Procedure §394 and any federal statute or rule of similar effect.

6.3.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

6.3.3 Attorney's Fees. In the event either party commences an Action against the other party which arises out of a Default of, breach of, failure to perform, or that is otherwise related to, this Agreement, then the Prevailing Party (as defined here) in the Action shall be entitled to recover its Litigation Expenses from the other party in addition to whatever relief to which the prevailing party may be entitled. For the purpose of this section, "Prevailing Party" shall have the meaning ascribed in §1032(a) (4) of the California Code of Civil Procedure.

6.4 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of its rights or remedies available under law shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same Default or any other Default by another Party.

7. General Provisions.

7.1 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City and Developer. No other parties or entities are intended to be, or shall be considered, a beneficiary of the performance of any of the parties' obligations under this Agreement.

7.2 Recitals and Definitions. The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions of this Agreement.

7.3 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

7.4 Interpretation. The City and Developer acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and each represents and warrants to the other that it has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides the ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to such extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the parties hereto.

7.5 Severability. Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be

severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement and the remainder of the Agreement shall continue in full force and effect.

7.6 Amendments to Agreement. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of the City and Developer.

7.7 Administration. Following approval of this Agreement by the City's Council, the City shall exercise its rights, perform its obligations, and otherwise administer this Agreement through the City Manager. The City Manager shall have the authority to issue interpretations and to make minor amendments to this Agreement on behalf of the City, provided such actions do not materially increase the obligations of the City, make a commitment of additional funds to be paid by, or costs to be incurred by, the City, or result in a discretionary extension of time in excess of thirty (30) days. All other changes, modifications, and amendments shall require the prior approval of the City Council.

7.8 Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between the parties shall be given in writing and personally served or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties, as designated in this Section, or telefaxed to the facsimile number listed below followed by dispatch as above described. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Any such notice shall be deemed to have been received (i) upon the date personal service is effected, if given by personal service, (ii) upon the expiration of one (1) business day, if telefaxed, or (iii) upon the expiration of three (3) business days after mailing, if given by certified mail, return receipt requested, postage prepaid.

If notice is to be made to the City:

City Manager
City of Atascadero
6500 Palma Ave
Atascadero, California 93422

If notice is to be made to Developer:

North County Hospitality, LLC
Attn: Clint Pierce
284 Higuera St
San Luis Obispo, California 93401

7.9 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Government Code § 6700 and § 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Standard Zone time.

7.10 Authority. The individuals executing this Agreement on behalf of Developer and the instruments referenced on behalf of Developer represent and warrant that they have the legal power, right and actual authority to bind Participant to the terms and conditions hereof and thereof.

7.11 Counterpart Originals. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

7.12 Effective date of Agreement. This Agreement shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and Developer.

7.13 Waiver of Actions. Developer, for itself and its contractors, hereby expressly agrees that City has satisfied its obligations under the Prevailing Wage Laws to identify projects as being subject to the Prevailing Wage Laws and any other obligations imposed upon the City under Labor Code Sections 1726 and/or 1781 that are owed to or may be actionable by Developer and its contractors. Furthermore, Developer, for itself and its contractors hereby expressly waives any right of action against the City created under Labor Code Sections 1726 and/or 1781, whether known, or unknown, foreseen or unforeseen relating to the Project and/or this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2018.

CITY:
CITY OF ATASCADERO

By: _____
Rachelle Rickard
City Manager

ATTEST:

By: _____
Lara Christensen
City Clerk

APPROVED AS TO FORM:

By: _____
Brian A. Pierik
City Attorney

DEVELOPER:
North County Hospitality, LLC, a limited liability corporation

ITEM NUMBER: A-4
DATE: 09/11/18
ATTACHMENT: 2



Clint Pierce
Owner Operator

When recorded mail to:

City Clerk
City of Atascadero
6500 Palma Avenue
Atascadero, California 93422

Title No.
Escrow No.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This DEED OF TRUST, made this _____ day of _____, 2018, between **NORTH COUNTY HOSPITALITY GROUP, LLC**, a limited liability corporation, herein called TRUSTOR whose address is 284 Higuera Street, San Luis Obispo, California 93401, **FIRST AMERICAN TITLE COMPANY**, a California corporation, herein called TRUSTEE, and **CITY OF ATASCADERO**, a California municipal corporation, herein called BENEFICIARY.

Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in the County of San Luis Obispo, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO

A.P.N. 049-131-070

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING (1) payment of the sum of \$563,280.00 Dollars with interest thereon according to the terms of a promissory note or notes of even date herewith made by TRUSTOR, payable to order of BENEFICIARY, and extensions or renewals thereof; (2) the performance of each agreement of TRUSTOR incorporated by reference or contained herein or reciting it is so secured; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, and with respect to the property above described, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for disposition or proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability or any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due

and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor of successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obliged to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him or her at his or her address hereinbefore set forth.

Trustor signature

Trustor signature

Trustor signature

State of _____

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DO NOT RECORD
REQUEST FOR FULL RECONVEYANCE

To First American Title Company

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust, Note(s) and Reconveyance to:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

PROMISSORY NOTE

City of Atascadero, California \$563,280.00 _____, 2018

For valid consideration duly received and hereby acknowledged, the undersigned North County Hospitality Group, LLC, a California limited liability company (“Maker”), promises and agrees to pay to the order of the City of Atascadero, 6500 Palma Avenue, Atascadero, California 93422, or holder (“City”), in lawful money of the United States of America, the principal sum of FIVE HUNDRED SIXTY THREE THOUSAND TWO HUNDRED EIGHTY DOLLARS and no cents (\$563,280.00) (the "**Principal Sum**"), to be paid in five (5) payments in accordance with the payment schedule appended hereto and incorporated herein. This Note shall bear interest at the rate of 1.88 percent (1.88%) per annum, in accordance with the terms of the Agreement For Deferral of Development Impact Fees By and Between the City of Atascadero and North County Hospitality Group, LLC dated _____, 2018 (“Agreement”), which is incorporated herein in full by reference. Payments shall be applied first to satisfy accrued interest and then to outstanding principal.

Unless otherwise specified in writing by the City, all payments on this Promissory Note shall be paid to the City, by check, made payable to the order of the City of Atascadero, 6500 Palma Avenue, Atascadero, California 93422.

This Note may be prepaid in full or in part at any time and from time to time without penalty or premium. Partial prepayments will be applied to the installments due hereunder in the inverse order of their maturity.

This Note is to be secured by a deed of trust against real property as described in the Agreement. This Note is not a purchase money note.

Default. The existence or occurrence of any one or more of the following will constitute a “**Default**” under this Note:

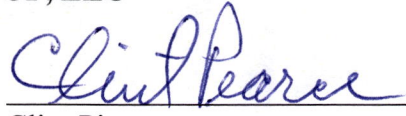
- (a) The failure by Maker to make any payment of principal or interest on this Note when due and such failure shall have continued for thirty (30) days after notice of such failure has been provided.
- (b) Any breach by Maker of any covenant to which it is bound under this Note.
- (c) Maker shall make an assignment for the benefit of creditors; apply for or consent to the appointment of a receiver or trustee for itself or such a receiver or trustee otherwise shall be appointed; or admit in writing its inability to pay its debts as they mature.
- (d) Maker becomes the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships ("**Insolvency Proceeding**"), and as to any involuntary Insolvency Proceeding, it either: (A) is consented to or (B) has not been dismissed within sixty (60) days.

Remedies Upon Default. Upon the occurrence of any Default, at the option of the City in its sole discretion, and without notice or demand of any kind, the entire Principal Sum then outstanding and all accrued and unpaid interest will become immediately due and payable. Upon any such acceleration, the Principal Sum shall thereafter bear interest at the maximum legal rate of ten percent (10%) per annum. Whether or not suit is filed, Maker agrees to pay all attorneys' fees, costs of collection, costs, and expenses incurred by the City in connection with the enforcement or collection of this Note.

This Promissory Note has been executed and delivered in and shall be construed in accordance with and governed by the laws of the State of California and of the United States of America.

Executed as of the date first written above.

**NORTH COUNTY HOSPITALITY
 GROUP, LLC**

By: 
 Clint Pierce
 Owner Operator

Payment Schedule

Payment Due Date	Payment Amount
On or before the one-year anniversary date of the Issuance Date of the Certificate of Occupancy	\$119,137.00
On or before the two-year anniversary of the Issuance Date of the Certificate of Occupancy	\$119,137.00
On or before the three-year anniversary of the Issuance Date of the Certificate of Occupancy	\$119,137.00
On or before the four-year anniversary of the Issuance Date of the Certificate of Occupancy	\$119,137.00
On or before the five-year anniversary of the Issuance Date of the Certificate of Occupancy, in an amount equal to the remaining outstanding principal plus all interest accrued over the term of the Payment Period	\$119,135.09 plus or minus any additional accrued interest



Atascadero City Council

Staff Report – Community Development

Atascadero Native Tree Ordinance Update

RECOMMENDATION:

Council receive staff's update report on the Atascadero Native Tree Ordinance.

DISCUSSION:

The City Council voted to approve amendments to the Native Tree Ordinance on March 27, 2018 and the amendments went into effect on May 10, 2018. Significant amendments included:

- Streamlining the tree removal process by transferring review authority for the removal of native trees greater than 24" dbh from the Planning Commission to staff;
- Clarification of lot posting requirements for tree removals to ensure adequate public notice; and
- Establishment of a heritage tree list and nomination process.

At the March 27th hearing, members of the Atascadero Land Preservation Society (ALPS) provided comments on the ordinance update, asked for clarifications and expressed concerns on the following:

- Onsite posting of pending tree removal permit applications.
- Improved communication on pending and approved tree removal permits - posted at City Hall and potentially on the web-site.
- Guidelines or clarifications of when the Community Development Director will require an arborist report.

At the hearing, staff indicated that further changes to the Ordinance would not be necessary to address the concerns raised by ALPS and that staff could work with ALPS to ensure there was an adequate public process/visibility of all tree removal permits. The City Council adopted the proposed amendments, asked staff to work with ALPS on addressing their concerns, and requested that a report be brought back to the City Council at a future meeting regarding the status of the concerns raised. This report provides an update since the implementation of the Ordinance.

Since the implementation of the new Ordinance, there have been four applications received to remove native trees. Of these, three of the applications would have triggered Planning Commission review under the previous version of the Ordinance (2 hazardous trees and 1 construction related).

Staff has continued to work with ALPS to ensure a smooth transition to the new processes and ensure that the public remains informed about proposed tree removal applications. Staff has met with ALPS members on two occasions to ensure that staff is addressing their concerns. Lot postings, notifying the public about the proposed tree removals, occurred at each removal site and were up for a minimum of 15 days to allow for public comment. To improve transparency, the City now provides a binder with all pending and approved tree removal permit applications at the Community Development Counter. Staff is also continuing to work towards technology improvements to allow online permit viewing and it is expected that online tree removal permit viewing will be put into operation with the full implementation of the City's new permitting software system.

Additionally, staff has drafted a "Native Tree Handbook". This handbook will incorporate information about native tree preservation and the tree permit process. It will include standards from the Native Tree Guidelines and Native Tree Ordinance, consolidating the most commonly asked questions into an easy to read format. The handbook covers tree identification, protection and preservation guidance, heritage tree nomination procedures, and applications for tree removals. Once finalized by staff, the handbook will be available at the front counter and on the City's website.

FISCAL IMPACT:

None.

ATTACHMENTS:

None.



Atascadero City Council

Staff Report - City Attorney

Purchase and Sale Agreement and Joint Escrow Instructions for Property Located at 6009 Del Rio Road, Atascadero

RECOMMENDATION:

Council adopt Draft Resolution approving Purchase and Sale Agreement and Joint Escrow Instructions for property located at 6009 Del Rio Road, Atascadero.

DISCUSSION:

It is anticipated that development in the area near the Del Rio Interchange will trigger the need for major street improvements. Because of the current street configuration and the proximity of Ramona Rd. to the 101 southbound on-ramp and off-ramp, acquisition of property in the area would be needed for any such traffic circulation improvements.



One of the parcels of property in the area that is needed for the construction of the needed improvements is located at 6009 Del Rio Road, Atascadero ("Property").

The Property is located to the west of 101 and south of Del Rio Road and is adjacent to a City owned property, once slated as a potential location for a future Fire Station. The Property is owned by Arnold Richard & Susan 2005 Trust and Robert B. Arnold 2007 Trust ("Seller").

Attachment 2 is a proposed Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") between the City and the Seller. The proposed purchase

price is \$600,000 based upon an appraisal of the Property. The deposit required of the City is \$18,000 and the balance of the purchase price is due prior to closing escrow.

The Seller is required by the Agreement to deliver to the City a Preliminary Title Report which will be reviewed by the City to determine whether there are any exceptions to the title which may create issues for the proposed use of the Property for street improvements. In addition, the City will have a period of 60 days to conduct an inspection of the physical and environmental condition of the Property.

Escrow for the proposed purchase will be with First American Title on Morro Road in Atascadero. The Agreement, after execution by the City and Seller, will be deposit into escrow. Escrow is proposed to close no later than 120 days after opening escrow.

Attachment 3 is a proposed Draft Resolution Approving the Purchase and Sale Agreement and Joint Escrow Instructions.

The proposed purchase of the Property was reviewed in accordance with the California Environmental Quality Act (CEQA) and the State CEQA guidelines and it was determined that: (1) the activity is not subject to CEQA at this time because it can be seen with certainty that there is no possibility that entering into the Agreement will have a significant effect on the environment; and (2) that the proposed purchase of the Property is the type of land acquisition agreement CEQA allows agencies to enter into before complying with CEQA because the Resolution simply approves the purchase of the Property and designates it as the preferred site for CEQA review of potential future street improvements while conditioning the City's actual future use of the site for any such street improvement project on prior CEQA compliance. In other words, approval of the Resolution is exempt from CEQA under CEQA Guidelines Section 15061(b)(3)'s common sense exemption and is not an approval of an actual street improvement project to take place on the Property but rather simply the type of initial land acquisition agreement authorized under CEQA Guidelines Section 15004(b)(2)(A).

FISCAL IMPACT:

The purchase of the Property would require about \$610,000 (purchase price plus estimated closing costs) of budgeted Circulation System Fee Funds.

ALTERNATIVES:

1. Not approve the proposed Draft Resolution
2. Other action as directed by the City Council

ATTACHMENTS:

1. Draft Resolution Approving Purchase and Sale Agreement and Joint Escrow Instructions for property located at 6009 Del Rio Road, Atascadero
2. Purchase and Sale Agreement and Joint Escrow Instructions
3. Location Map

DRAFT RESOLUTION

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ATASCADERO, CALIFORNIA, APPROVING PURCHASE AND SALE
AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR PROPERTY
LOCATED AT 6009 DEL RIO ROAD, ATASCADERO**

WHEREAS, Arnold Richard & Susan 2005 Trust and Robert B. Arnold 2007 Trust (“Seller”) own property located at 6009 Del Rio Road, Atascadero (“Property”); and

WHEREAS, street improvements needed to accommodate traffic circulation for future development (“Improvements”) in the area of the Del Rio 101 Interchange will require the acquisition of property in that area; and

WHEREAS, the Property owned by Seller is in the area needed for the construction of the needed Improvements; and

WHEREAS, the design of the needed Improvements has not been completed and, for that reason, a review of the environmental impacts that may be caused by the Improvements is impractical and infeasible at this time, but will be conducted pursuant to the California Environmental Quality Act (“CEQA”) after the design of the Improvements is completed and before the approval of the construction of the Improvements. The approval of the construction of the improvements will take place at a future unknown date when the City selects a bidder and awards a contract to construct the Improvements; and

WHEREAS, a proposed Purchase and Sale Agreement and Joint Escrow Instructions for the Property has been prepared and reviewed by the City Council at its meeting on September 11, 2018.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Atascadero:

SECTION 1. The foregoing Recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. The City Council hereby approves the Purchase and Sale Agreement and Joint Escrow Instructions for property located at 6009 Del Rio Road, Atascadero.

SECTION 3. The City Council hereby finds that: (1) approval of this Resolution is an action that is not subject to CEQA pursuant to the common sense exemption in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that entering into the Agreement will have a significant effect on the environment; and (2) that the proposed purchase of the Property is the type of land acquisition agreement CEQA allows agencies to enter into before complying with CEQA pursuant to CEQA Guidelines Section 15004(b)(2)(A) because this Resolution simply approves the acquisition of the Property and designates it as the preferred site for CEQA review of potential future street Improvements in the area while conditioning the City’s actual future use of the site for any such Improvement project on prior CEQA compliance and

without placing any limits on the future choice of alternatives or mitigation measures that may be considered under CEQA before approval of the actual construction of the Improvements.

SECTION 4. The City Manager is hereby authorized and directed to take all appropriate actions and execute all documents which the City Manager may deem necessary or advisable in order to effectuate the purposes of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council held on the 11th day of September, 2018.

On motion by Council Member _____ and seconded by Council Member _____, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

CITY OF ATASCADERO

Tom O'Malley, Mayor

ATTEST:

Amanda Muther, Deputy City Clerk

APPROVED AS TO FORM:

Brian Pierik, City Attorney

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is between **ARNOLD RICHARD & SUSAN 2005 TRUST AND ROBERT B. ARNOLD 2007 TRUST** (“**Seller**”) and the **CITY OF ATASCADERO**, a California city, (“**Buyer**”). Seller and Buyer are sometimes referred to individually as a “Party,” and collectively as the “Parties.” This Agreement shall be effective as of the date the Agreement is signed by the City (“**Effective Date**”),

RECITALS

A. Seller is the owner of the property located at 6009 Del Rio Rd., Atascadero, California 93422, which is designated with Assessor’s Parcel Number 049-141-038, and which is legally described in Grant Deed attached as Exhibit A (“**Property**”).

B. The Property is located at the Del Rio / Highway 101 interchange to which Buyer intends to make necessary improvements.

C. Seller and Buyer therefore desire to enter into this Agreement to provide for the sale of the Property by Seller to Buyer, so that Buyer may acquire the Property and make the improvements to the Del Rio / Highway 101 interchange.

AGREEMENT

NOW, THEREFORE, Seller and Buyer agree as follows

ARTICLE 1: SALE OF PROPERTY; AS-IS CONDITION

1.1 Sale of Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, Seller’s fee simple interests free of any liens or encumbrances, not specifically reserved herein, in the Property, together with any other improvements located on the Property.

1.2 AS-IS CONDITION. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY, INCLUDING THE EXISTING BUILDING, ON AN “AS-IS WITH ALL FAULTS” BASIS, CONDITION AND STATE OF REPAIR INCLUSIVE OF ANY AND ALL FAULTS AND DEFECTS, LEGAL, PHYSICAL, OR ECONOMIC, WHETHER KNOWN OR UNKNOWN, AS MAY EXIST AS OF THE CLOSING DATE (AS DEFINED BELOW) (“**AS-IS CONDITION**”) AND THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES FROM SELLER OR ANY OF SELLER’S ELECTED

OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES OR ATTORNEYS AS TO ANY MATTERS CONCERNING THE PROPERTY.

ARTICLE 2: PURCHASE PRICE; DEPOSIT; LIQUIDATED DAMAGES

2.1 Purchase Price for Property. The purchase price (“**Purchase Price**”) for the Property is Six Hundred Thousand 0/100 DOLLARS (\$600,000.00), which must be paid as follows:

2.1.1 Deposit. Buyer must pay a deposit of Eighteen Thousand Dollars (\$18,000.00) (“**Deposit**”) which must be delivered to Escrow Company (as defined below) within five (5) business days after the Effective Date. The Deposit will be invested in one or more interest-bearing accounts, and will be fully applicable to the Purchase Price at Closing (as defined below). The Deposit will remain refundable to Buyer during the Due Diligence Period (as defined below), after which time the Deposit will become non-refundable and will be retained by Seller as Liquidated Damages (as defined below) if Escrow (as defined below) fails to close for any reason other than a default by Seller under this Agreement.

2.1.2 Funds Due at Closing. Immediately prior to Closing, Buyer must deliver to Escrow Company the Purchase Price in cash or other immediately available funds, less the amount of the Deposit previously deposited and any interest earned thereon, which must be paid to Seller at Closing if the purchase and sale transaction contemplated under this Agreement is consummated. If the Closing does not occur, then the Purchase Price and any interest earned on the Deposit will be immediately returned to Buyer, except to the extent Seller is entitled to retain the Deposit as Liquidated Damages in accordance with Section 2.2 below.

2.2 LIQUIDATED DAMAGES. IF AFTER THE DUE DILIGENCE PERIOD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT IS NOT CONSUMMATED FOR ANY REASON OTHER THAN A MATERIAL DEFAULT BY SELLER HEREUNDER, THEN SELLER MAY RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES (“**LIQUIDATED DAMAGES**”). THE PARTIES HAVE AGREED THAT SELLER’S ACTUAL DAMAGES IN THE EVENT OF A FAILURE TO CONSUMMATE THE PURCHASE AND SALE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT FOR ANY REASON OTHER THAN AS SET FORTH ABOVE WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF AGREEMENT, THE AMOUNT OF THE DEPOSITS IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT, INCLUDING LOST OPPORTUNITIES TO PURSUE OTHER DEVELOPMENT OPPORTUNITIES FOR THE PROPERTY AND DELAYED RECEIPT OF PROPERTY TAX REVENUE FROM THE PROPERTY, AND IS NOT A PENALTY. BY PLACING THEIR INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE

ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. THE FOREGOING IS NOT INTENDED TO LIMIT THE PARTIES' INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.

INITIALS: SELLER _____ BUYER: _____

ARTICLE 3: CONDITIONS PRECEDENT TO CONVEYANCE OF TITLE; DUE DILIGENCE; ACCESS TO PROPERTY

3.1 Seller Conditions Precedent. The obligation of Seller to sell the Property to Buyer is expressly conditioned upon the satisfaction prior to Closing of each of the conditions set forth in this Section 3.1, each of which is for the benefit of the Seller and any or all of which may be waived by Seller, in writing, at Seller's option. After the Closing Date, any such condition that has not been satisfied will be treated as having been waived in writing.

3.1.1 Representations and Warranties. On the Closing Date, all representations and warranties made by Buyer in Article 5 of this Agreement are true and correct as if made on and as of the Closing Date, without exceptions.

3.1.2 No Default. On the Closing Date, Seller is not in default in the performance of any covenant or agreement to be performed by Seller under this Agreement.

Condition of Property. Buyer must have provided Notice (as defined below) to Seller that all physical aspects of the Property are acceptable to Buyer.

3.2 Buyer Conditions Precedent. The obligation of Buyer to purchase the Property from Seller is expressly conditioned upon the satisfaction prior to Closing of each of the conditions set forth in this Section 3.2, each of which is for the benefit of Buyer and any or all of which may be waived by Buyer, in writing, at Buyer's option. After the Closing Date, any such condition that has not been satisfied will be treated as having been waived in writing.

3.2.1 Approval of Title. Buyer must have reviewed and approved title to the Property as set forth in this Agreement, and the only exceptions to title to the Property will be the Buyer Condition of Title (as defined below).

3.2.2 No Default. On the Closing Date, Seller is not in default in the performance of any covenant or agreement to be performed by Seller under this Agreement.

3.2.3 Representations and Warranties. On the Closing Date, all representations and warranties made by Seller in Articles 5 of this Agreement are true and correct as if made on and as of the Closing Date, without exceptions.

3.2.4 Condition of Property. The physical condition of the Property will be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear and loss by casualty excepted, and, as of the Closing Date, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing, would materially adversely affect the value of the Property or the ability of Buyer to utilize the Property for its intended purposes.

3.2.5 Title Policy. On the Closing Date, the Title Company will issue to Buyer a California Land Title Association owner's policy of title insurance ("**CLTA Title Policy**") or, subject to Section 4.3.2, an American Land Title Association policy of insurance ("**ALTA Title Policy**").

3.2.6 No Tenants. Seller shall give notice to any tenants on the Property in sufficient time prior to the Closing Date so that the tenants shall have vacated the Property prior to the Closing Date. If the tenants have not vacated the Property by the Closing Date, then the Closing Date may be extended by written approval of the Parties submitted to escrow.

3.3 Buyer Condition of Title.

3.3.1 Within three (3) days after the opening of Escrow, if it has not already done so, Seller will deliver to Buyer a standard Preliminary Title Report for the Property.

3.3.2 Within fourteen (14) days after the opening of Escrow, Buyer must give Notice to Seller of Buyer's approval or disapproval of any of the title exceptions in the Preliminary Title Report. Buyer's failure to give written disapproval of the exceptions within such time period will be deemed Buyer's approval of the exceptions.

3.3.3 If Buyer delivers to Seller Notice of disapproval of any exceptions, Seller will have the right, but not the obligation, to cause any disapproved exceptions to be removed within fourteen (14) days after receiving such Notice of disapproval, or provide assurances satisfactory to Buyer, in its sole discretion, that such exceptions will be removed on or before the Closing. Failure to notify Buyer within such 14-day period will be deemed Seller's election not to remove the disapproved exceptions. Seller's election or deemed election not to remove any disapproved exceptions will not be a default under this Agreement.

3.3.4 If Seller cannot or does not elect to remove any of the disapproved exceptions within such 14-day period, Buyer must within seven (7) days thereafter either give Seller Notice that Buyer elects, in its sole discretion, to proceed with the Closing, subject to the disapproved exceptions, or to give Seller Notice that Buyer elects to terminate this Agreement, in which case, notwithstanding any other provision of this Agreement to the contrary, the Deposit and any interest earned thereon will be returned to Buyer and neither party will have any further rights or obligations under this Agreement other than those obligations which survive

termination of this Agreement. The exceptions to title approved by Buyer as provided in this Section 3.3.4 are referred to as the “**Buyer Condition of Title.**”

- 3.4 Seller’s Delivery of Documents. Within three (3) days after the opening of Escrow, Seller will deliver copies of all documents in Seller’s possession pertaining to the condition of the Property, including but not limited to any surveys, environmental reports and documents concerning any alleged violation of an Environmental Law (as defined below).
- 3.5 Due Diligence. Buyer’s obligation to purchase the Property will be expressly conditioned on its approval of the condition of the Property, including the physical and environmental condition of the Property (“**Due Diligence**”). Buyer will have a period of sixty (60) days from the opening of Escrow to conduct such investigations as Buyer may choose to determine whether this due diligence contingency is met (“**Due Diligence Period**”). Buyer will have the right to terminate the Agreement prior to the expiration of the Due Diligence Period. Upon such termination, the Deposit will be returned by Escrow to Buyer. Buyer’s failure to terminate the Agreement within the Due Diligence Period will be deemed Buyer’s approval of the condition of the Property.
- 3.6 Access to Property. As part of its Due Diligence Period, Buyer and its agents, invitees and licensees may investigate all economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property. Buyer and Buyer’s consultants, agents, engineers, inspectors, contractors, and employees (“**Buyer’s Representatives**”) must be given reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Buyer will provide Seller with at least forty-eight (48) hours written notice prior to accessing the Property. Buyer will indemnify, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller’s reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer’s Representatives in, on, or about the Property during or arising in connection with Buyer’s inspections of the Property, provided, however, Buyer will have no obligation to indemnify Seller for any claim, demand, liability, loss, damage, cost, fee, or expenses arising from any pre-existing condition upon the Property.

ARTICLE 4: ESCROW AND CLOSING

4.1 Opening of Escrow.

4.1.1 Opening of Escrow. Within three (3) business days after the Effective Date, Seller and Buyer will open escrow (“**Escrow**”) with First American Title Company, 7355 Morro Road, Suite 102, Atascadero, California 93422 (“**Escrow**”

Company”). A copy of this Agreement, duly executed by both parties, will be deposited into Escrow.

4.1.2 Joint Escrow Instructions. This Agreement constitutes the joint escrow instructions of Buyer and Seller with respect to the conveyance of the Property, and the Escrow Company to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties may provide supplemental escrow instructions; provided that if there is any inconsistency between this Agreement and the supplemental escrow instructions, then the provisions of this Agreement will control.

4.1.3 Additional Documents. Seller and Buyer will each deposit such other instruments as are reasonably required by the Escrow Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with this Agreement.

4.2 Close of Escrow.

4.2.1 Closing Date. Escrow for the purchase and sale of the Property will close no later than one hundred and twenty (120) days after the opening of Escrow (“**Closing Date**”). If Escrow does not close on or before the Closing Date, then this Agreement will automatically terminate and the Deposit will be retained by Seller as Liquidated Damages in accordance with Section 2.2 except if the failure to close Escrow is due to the default by Seller under this Agreement. As provided by Section 3.2.6, if any tenants on the Property have not vacated the Property prior to the Closing Date, then Closing Date shall be extended until such time as any tenants have vacated the Property subject to the written approval by the Parties submitted to escrow for any such extension. If no such approval is submitted to escrow by the Closing Date, and the tenants remain on the Property, then this Agreement will automatically terminate and the Deposit will be retained by Seller as Liquidated Damages in accordance with Section 2.2 except if the failure to close Escrow is due to the default by Seller under this Agreement.

4.2.2 Delivery of Documents and Closing Funds. Prior to or on the Closing Date, the following must be deposited into Escrow with the Escrow Company:

4.2.2.1 Buyer. Buyer must deposit into Escrow cash in the amount of the Purchase Price, together with any additional funds necessary for Buyer’s share of the closing costs and prorations, as set forth in Section 4.3 below. Buyer must also deposit all instruments reasonably required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

4.2.2.2 Seller. Seller must deposit into Escrow a Grant Deed to Buyer for the Property substantially in the form attached as Exhibit A (“**Grant Deed**”) duly executed and acknowledged by Seller. Seller must also deposit all instruments reasonably

required to close the Escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

4.2.3 Closing. When all conditions precedent specified in Article 3 have been either satisfied or waived by Seller or Buyer, and the Escrow Company has received all necessary cash and documents, the Escrow Company will immediately cause the following to occur:

4.2.3.1 Record Deed. Record the Grant Deed in substantially the same form as Exhibit A in the Official Records of San Luis Obispo County. For purposes of this Agreement, “**Closing**” means the time and day the Grant Deed is recorded.

4.2.3.2 Pay Purchase Price. Pay to Seller the Purchase Price.

4.2.3.3 Issue Title Policy. Issue to Buyer the CLTA Title Policy or ALTA Title Policy described in Section 3.2.5.

4.3 Closing Costs, Prorations and Possession.

4.3.1 Closing Costs. Escrow fees and charges will be shared equally by Seller and Buyer except that Buyer agrees to pay 100% of the cost for the Preliminary Title Report.

4.3.2 Title Policy. Seller will pay the cost of the CLTA Title Policy. If Buyer wishes to obtain an ALTA Title Policy, then Buyer will be responsible for paying the cost difference between the CLTA Title Policy and the ALTA Title Policy.

4.3.3 Recording and Transfer Fees. Buyer will pay any and all recording fees, including the cost of recording the Grant Deeds. Seller will pay any documentary transfer tax and any municipal transfer tax.

4.3.4 Attorney’s Fees. Buyer and Seller will each pay its own attorney’s fees in connection with negotiating this Agreement and closing the contemplated transaction.

4.3.5 Prorations. All current taxes, assessments, utilities, maintenance charges and similar expenses of the Property, determined using the accrual method of accounting, will be prorated on the basis of a 30-day month between Seller and Buyer as of the Closing Date. Seller will pay all such taxes, assessments, and other expenses relating to the Property that are allocable to the period before the Closing Date.

4.3.6 Possession. Seller will transfer possession of the Property to Buyer on the Closing Date.

ARTICLE 5: REPRESENTATIONS AND WARRANTIES

5.1 Authority.

5.1.1 Buyer's Authority. Buyer is an agency created under the laws of the State of California. Buyer has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary action on the part of Buyer and all required consents and approvals have been duly obtained.

5.1.2 Seller's Authority. Seller has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained.

5.2 No Litigation or Other Proceeding. To Seller's current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Seller to perform its obligations under this Agreement, or that would adversely affect the Property.

5.3 Eminent Domain. To Seller's actual current knowledge there are no condemnation or eminent domain proceedings which are pending or have been threatened that affect the Property apart from those related to the City of Atascadero.

5.4 Environmental Compliance. Seller has no notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of any Environmental Law (as defined below). To Seller's actual current knowledge, the Property is in compliance with all Environmental Laws. As used in this Agreement, "**Environmental Laws**" means, collectively: (i) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, *et seq.*, (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, (iv) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, (v) the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*, (vi) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, *et seq.*, (vii) the Clean Water Act, as amended, 33 U.S. Code § 1251, *et seq.*, (viii) the Oil Pollution Act, as amended, 33 U.S.C. § 2701, *et seq.*, (ix) California Health & Safety Code § 25100, *et seq.* (Hazardous Waste Control), (x) the Hazardous Substance Account Act, as amended, Health & Safety Code § 25300, *et seq.*, (xi) the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, as amended, Health & Safety Code § 25404, *et seq.*, (xii) Health & Safety Code § 25531, *et seq.* (Hazardous Materials Management), (xiii) the California Safe Drinking Water and Toxic Enforcement Act, as amended, Health & Safety Code § 25249.5, *et seq.*,

(xiv) Health & Safety Code § 25280, *et seq.* (Underground Storage of Hazardous Substances), (xv) the California Hazardous Waste Management Act, as amended, Health & Safety Code § 25170.1, *et seq.*, (xvi) Health & Safety Code § 25501, *et seq.* (Hazardous Materials Response Plans and Inventory), (xvii) Health & Safety Code § 18901, *et seq.* (California Building Standards), (xviii) the Porter-Cologne Water Quality Control Act, as amended, California Water Code § 13000, *et seq.*, (xix) California Fish and Game Code §§ 5650-5656 and (xx) any other federal, state or local laws, ordinances, rules, regulations, court orders or common law related in any way to the protection of the environment, health or safety.

- 5.5 Brokers and Commissions. Seller represents that it has not dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with the sale of the Property to Buyer under this Agreement. Buyer represents that is has not dealt with any investment adviser, real estate broker or finder, or incurred any liability for any commission or fee to any investment adviser, real estate broker or finder, in connection with the purchase of the Property by Buyer under this Agreement. Each party will indemnify, defend, protect and hold the other party harmless from any and all claims based upon any assertion that such commissions or fees are allegedly due from the party making such representations.
- 5.6 Tax Matters. Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder, which require the withholding of tax on the sale of real estate by a foreign person, subject to certain exemptions.

ARTICLE 6: PRE-CLOSING COVENANTS

- 6.1 Operation of Property. Between the Effective Date and the Closing Date, Seller will not execute any lease or license affecting the Property for a period of more than thirty (30) days, without the prior approval of Buyer, which approval may be withheld in the sole discretion of Buyer.
- 6.2 Assignment. The Parties shall not assign all or any part of their interest in this Agreement without first having obtained the written consent of the other Party which shall not be unreasonably withheld. Any total or partial assignment shall not relieve a Party of the Party’s obligation pursuant to this Agreement unless otherwise agreed in writing by the other Party.
- 6.3 Personal Injury and Property Damage Prior to Closing. Seller agrees to indemnify and defend Buyer against and hold Buyer harmless from all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys’ fees and disbursements, arising from or based on any condition, event or circumstance relating to the Property that existed or occurred before the Closing Date, or any personal injury or

property damage occurring in, on or about the Property before the Closing Date.

ARTICLE 7: GENERAL PROVISIONS

- 7.1 Binding on Successors. The terms, covenants, and conditions of this Agreement are binding upon and will inure to the benefit of the successors and assigns of the parties.
- 7.2 Entire Agreement. This Agreement contains all of the covenants, conditions, and agreements between the parties with respect to the purchase, sale and development of the Property, and supersedes all prior correspondence, agreements, and understandings, both verbal and written, between the parties with respect to the subject matter of this Agreement. No addition or modification of any term or provision of this Agreement will be effective unless set forth in writing and signed by both Seller and Buyer.
- 7.3 Attorney's Fees. In the event either party to this Agreement institutes legal action to interpret or enforce the terms of this Agreement, or to obtain money damages, the prevailing party will be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection with such action or proceeding. If such prevailing party recovers a judgment in any such action, proceeding or appeal, all such costs, expenses and attorneys' fees and disbursements incurred will be included in and as a part of such judgment. The prevailing party includes without limitation a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding.
- 7.4 Notices. All notices ("**Notice**") or other communications required or permitted under this Agreement must be in writing and must be delivered either by hand (including by courier or reputable overnight delivery service) or deposited in the United States Mail, registered or certified mail, postage prepaid, and addressed as follows:

To Buyer: City of Atascadero
Attn: Rachelle Rickard
6500 Palma Avenue
Atascadero, CA 93422
Email: rrickard@atascadero.org

To Seller: Robert B. Arnold
P.O. Box 65
Atascadero, CA 93423
Email: rbarnold@charter.net

Notices which are delivered by hand or overnight delivery will be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section will be deemed received three days after the date of mailing. The foregoing addresses may be changed by notice to the other party as provided in this section.

- 7.5 Governing Law; Venue. This Agreement is be governed by the laws of the State of California. In any suit, action, or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in and for the County of San Luis Obispo.
- 7.6 Time. Time is of essence of every provision herein contained in this Agreement.
- 7.7 Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all counterparts will constitute one agreement.
- 7.8 Exhibit. Exhibit A is incorporated by reference and made a part of this Agreement.
- 7.9 Interpretation. Seller and Buyer acknowledge that each party has reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any document executed and delivered by either party in connection with the transactions contemplated by this Agreement. All parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement will be construed according to the fair meaning of its language.
- 7.10 Further Assurances. From and after the date of this Agreement, Seller and Buyer agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.
- 7.11 Partial Invalidity. If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement and this Agreement will remain in full force and effect without such invalid, illegal or unenforceable provision.
- 7.12 Waivers. No waiver of any provision of this Agreement or any breach of this Agreement will be effective unless such waiver is in writing and signed by the waiving party and any such waiver will not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES
have executed this Agreement.

SELLER:

ARNOLD RICHARD & SUSAN 2005
TRUST

By: _____

ROBERT B. ARNOLD 2007 TRUST

By: _____

BUYER:

CITY OF ATASCADERO

By: _____
Tom O'Malley, Mayor

ATTEST:

By: _____
Lara Christensen, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Brian A. Pierik, City Attorney

EXHIBIT A

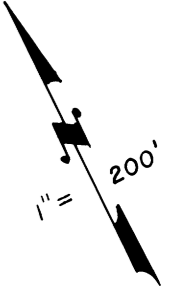
FORM OF GRANT DEED

TO BE PROVIDED BY THE CITY TO ESCROW

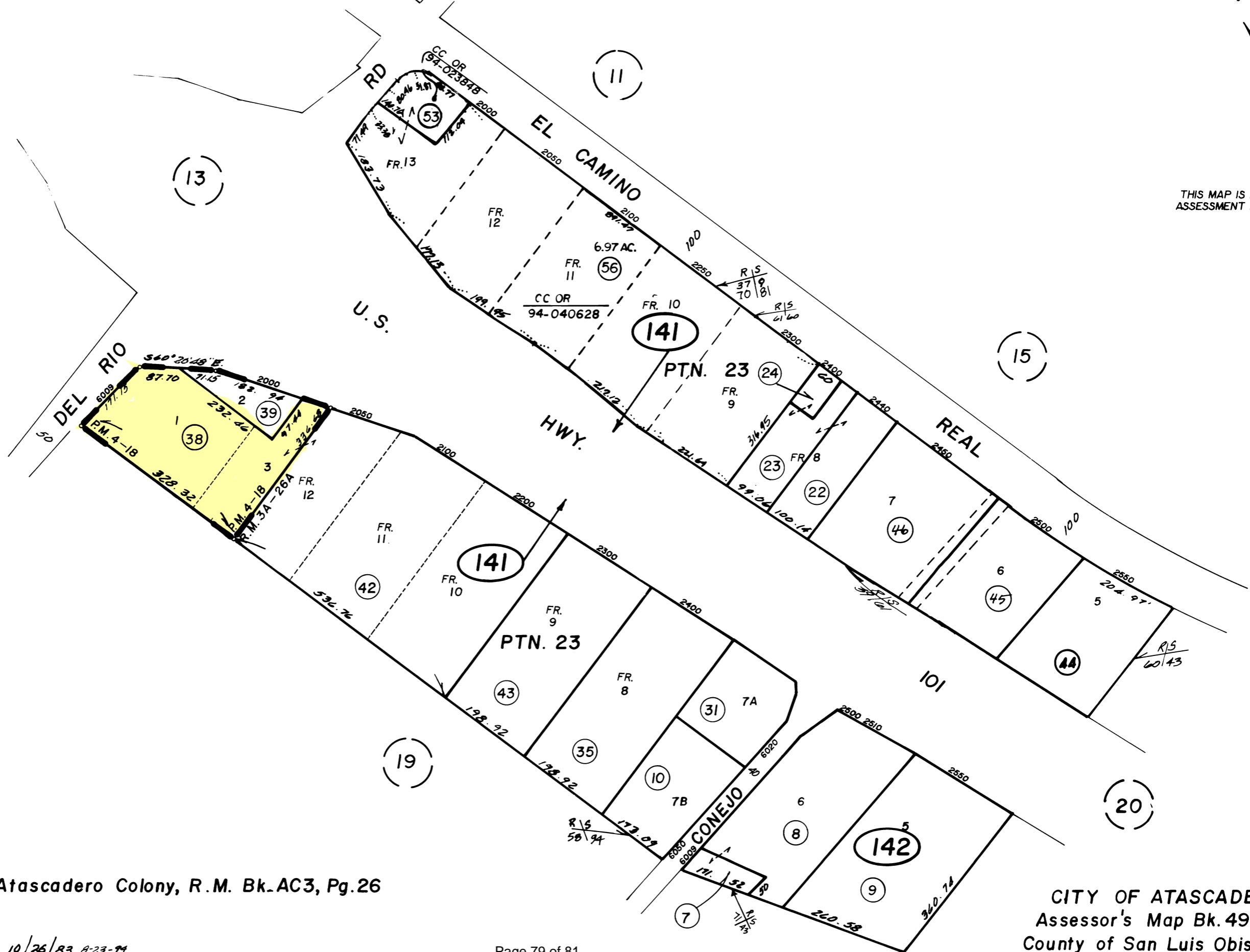
PTN. CITY OF ATASCADERO

ITEM NUMBER: C-2
DATE: 09/11/18
ATTACHMENT: 3

49-14



THIS MAP IS PREPARED FOR
ASSESSMENT PURPOSES ONLY



Ptn. Atascadero Colony, R.M. Bk. AC3, Pg. 26

Rev. 10/26/83 8-23-94
2-8-85 9-22-94
6-8-94
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8-2-94

CITY OF ATASCADERO
Assessor's Map Bk. 49 - Pg. 14
County of San Luis Obispo, Calif.



Atascadero City Council

Staff Report – Fire Department

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

RECOMMENDATION:

Council approve and accept the SAFER Grant.

DISCUSSION:

The Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) is responsible for the implementation and administration of the Staffing for Adequate Fire and Emergency Response (SAFER) Grants. SAFER is a competitive, discretionary grant program. It provides financial assistance to help fire departments hire new firefighters. The goal is to help departments improve staffing levels to ensure they have adequate personnel to respond and safely perform at incident scenes; providing protection from fire and fire-related hazards in their communities. This grant program provides three-year grants to assist fire departments by paying the salaries and benefits of the SAFER-funded positions. In Fiscal Year (FY) 2017, Congress appropriated a total of \$345 million to DHS for SAFER grants.

Overview:

The City applied for and has been selected to receive a SAFER grant. The grant covers a portion of the cost of salaries, taxes and benefits for one additional firefighter for a period of three years. The federal portion of the costs of hiring new firefighters under this grant shall not exceed 75 percent of the actual costs incurred in the first and second year of the grant and 35 percent of the actual costs incurred in the third year of the grant. Therefore, there is a required City cost-share of 25 percent for the first and second year of the grant and 65 percent for the third year of the grant. The City does not have to commit to retaining the SAFER-funded firefighter position after the three year grant period has expired.

Grantees must maintain their staffing at the level that existed at the time of award as well as the SAFER-funded staffing for the three-year period of performance unless the grantee has been afforded a waiver of this requirement. The layoff of firefighters during the three-year period of performance will result in the termination of the grant award.

If a SAFER grantee loses a firefighter for any reason (such as attrition or termination) during the three-year period of performance, the department must fill the position or lose funding for the position until the vacancy is filled. The only exception is for

grantees that receive waivers from FEMA for the vacated positions that have been lost due to documentable economic hardship.

Atascadero Fire and Emergency Services has 18 full-time firefighters assigned to shift work and daily emergency response. They are divided into three shifts of 6 firefighters. Each shift works 48 straight hours on duty with 3 firefighters at each of the two fire stations. A daily staffing level of six provides an effective, safe response for the majority of emergencies that may occur. When one firefighter takes a day off for vacation, illness or training, overtime money is used to maintain the shift level of six. The SAFER position will provide overtime savings by covering a portion of these vacant shifts. The new firefighter will be scheduled to work several shifts each month to cover planned benefit leave or training time. Additionally, in the event of a long term injury, the firefighter can be used to fill this vacancy. This will keep the staffing levels at the necessary level without additional overtime money.

FISCAL IMPACT:

Accepting the SAFER grant for partial funding of one new firefighter position is estimated to save the City a net of approximately \$30,700 over the three year term of the grant.

PROPOSED FUNDING USES	
Firefighter- Year 1	\$ 101,700
Firefighter- Year 2	106,100
Firefighter- Year 3	110,500
Total Estimated Costs	\$ 318,300

ESTIMATED FUNDING SOURCES	
Grant Reimbursement-Year 1	\$ 76,300
Grant Reimbursement-Year 2	79,600
Grant Reimbursement-Year 3	38,700
Grant Revenue	\$ 194,600
Overtime savings- Year 1	51,470
Overtime savings- Year 2	51,470
Overtime savings- Year 3	51,470
Total Overtime Savings	154,410
Total Funding Sources	\$ 349,010

PROJECT FUNDING SURPLUS/(SHORTFALL)	<u>\$ 30,710</u>
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ALTERNATIVES:

The City Council may refuse the grant.

ATTACHMENTS:

None.