



CITY OF ATASCADERO CITY COUNCIL

AGENDA

Tuesday, February 25, 2020

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

City Council Regular Session:

6:00 P.M.

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

PLEDGE OF ALLEGIANCE: Council Member Funk

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

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: 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 – February 11, 2020

- Recommendation: Council approve the February 11, 2020 Draft City Council Meeting Minutes. [City Clerk]

2. January 2020 Accounts Payable and Payroll

- Fiscal Impact: \$2,413,272.11
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for January 2020. [Administrative Services]

3. December 2019 Investment Report

- Fiscal Impact: None
- Recommendation: Council receive and file the City Treasurer's report for quarter ending December 31, 2019. [Administrative Services]

4. Amendment to 2019-2020 Salary Schedule to include Office Assistant II Classification and Approval of Minor Staffing Adjustment

- Fiscal Impact: The proposed changes will have a fiscal impact of approximately \$4,200 annually.
- Recommendations: Council:
 1. Effective July 1, 2019, amend the Salary Schedule for Fiscal Year 2019-2020 to include the Office Assistant II position as follows:

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Office Assistant II	\$3,145.85	\$3,303.14	\$3,468.30	\$3,641.72	\$3,823.81

2. Authorize City Manager to execute a Side Letter with the SEIU MOU adding Office Assistant II at the salary range shown above.
3. Concur with Office Assistant staffing adjustment as recommended by the City Manager.[City Manager]

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

COMMUNITY FORUM: (This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to three minutes. Please state your name for the record before making your presentation. Comments made during Community Forum will not be a subject of discussion. A maximum of 30 minutes will be allowed for Community Forum, unless changed by the Council. Any members of the public who have questions or need information may contact the City Clerk's Office, between the hours of 8:30 a.m. and 5:00 p.m. at (805) 470-3400, or cityclerk@atascadero.org.)

B. PUBLIC HEARINGS: None.

C. MANAGEMENT REPORTS:

1. Proposed First Amended Marketing Agreement With Cliff Branch and James Smith for Billboards and First Amendment to Ground Lease

- Fiscal Impact: The fiscal impact will be approximately \$4,200 a year in budgeted funds for lease and maintenance costs for the City's Billboard Face; and an estimated \$1,000 for printing and installation every time the City chooses to change its billboard.
- Recommendation: Council approve Proposed First Amended Marketing Agreement with Cliff Branch and James Smith for Billboards and First Amendment to Ground Lease. [City Attorney]

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

Mayor Moreno

1. City Selection Committee
2. County Mayors Round Table
3. Economic Vitality Corporation, Board of Directors (EVC)
4. SLO Council of Governments (SLOCOG)
5. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Bourbeau

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

Council Member Fonzi

1. Air Pollution Control District
2. Atascadero Basin Ground Water Sustainability Agency (GSA)
3. City of Atascadero Design Review Committee
4. SLO Local Agency Formation Commission (LAFCo)

Council Member Funk

1. City of Atascadero Finance Committee
2. Homeless Services Oversight Council
3. League of California Cities – Council Liaison

Council Member Newsom

1. California Joint Powers Insurance Authority (CJPIA) Board
2. City / Schools Committee
3. City of Atascadero Design Review Committee
4. Visit SLO CAL Advisory Committee

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

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

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.

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 at cityclerk@atascadero.org or (805) 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, February 11, 2020

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

City Council Regular Session:

6:00 P.M.

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

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

ROLL CALL:

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

Absent: None

Others Present: None

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

APPROVAL OF AGENDA:

MOTION: By Council Member Fonzi and seconded by Council Member Newsom 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 5:0 by a roll-call vote.

PRESENTATIONS:

1. Wine Speak Presentation

Amanda Wittstrom-Higgins, Dream Big Darling and Ancient Peaks Winery, gave the Council a brief recap on the Wine Speak event.

Mayor Moreno announced that she would call for separate motion and vote on the Consent Calendar items.

A. CONSENT CALENDAR:

1. City Council Draft Action Minutes – January 28, 2020 & January 31, 2020 – February 1, 2020

- Recommendation: Council approve the January 14, 2020 Draft City Council Regular and Special Meeting Minutes and the January 31, 2020 – February 1, 2020 Draft City Council Special Meeting Minutes. [City Clerk]

MOTION: By Mayor Pro Tem Bourbeau and seconded by Council Member Funk to approve Consent Calendar Item #A-1.
Motion passed 5:0 by a roll-call vote.

2. Title 9 Municipal Code Text Amendments (CPP19-0080)

- Fiscal Impact: Staff expects minimal fiscal impact to the City from the adoption of the proposed code text amendments.
- Recommendation: Council adopt on second reading, by title only, a Draft Ordinance approving amendments to Title 9, Planning and Zoning, Chapters 2, 3, 4, and 6 of the Atascadero Municipal Code for minor text corrections. [Community Development]

MOTION: By Council Member Fonzi and seconded by Council Member Newsom to approve Consent Calendar Item #A-2. (Ordinance No. 635).
Motion passed 4:1 by a roll-call vote. Bourbeau “NO”.

UPDATES FROM THE CITY MANAGER:

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

COMMUNITY FORUM:

The following citizens spoke during Community Forum: Maggie Payne

Mayor Moreno closed the COMMUNITY FORUM period.

B. PUBLIC HEARINGS: None.

C. MANAGEMENT REPORTS:

1. City of Atascadero Marketing Update

- Fiscal Impact: None.
- Recommendation: Council receive and file Marketing Update. [City Manager]

Deputy City Manager Banish gave the presentation and answered questions from the Council.

The Council received and filed the Marketing Update.

D. COUNCIL ANNOUNCEMENTS AND COMMITTEE REPORTS:

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

Mayor Moreno

1. County Mayors Round Table
2. SLO Council of Governments (SLOCOG)

Mayor Pro Tem Bourbeau

1. Integrated Waste Management Authority (IWMA)

Council Member Newsom

1. City of Atascadero Design Review Committee
2. Visit SLO CAL Advisory Committee

E. INDIVIDUAL DETERMINATION AND / OR ACTION: None.

F. ADJOURN

Mayor Moreno adjourned the meeting at 7:21 p.m.

MINUTES PREPARED BY:

Lara K. Christensen
Deputy City Manager / City Clerk

APPROVED:



Atascadero City Council

Staff Report - Administrative Services Department

January 2020 Accounts Payable and Payroll

RECOMMENDATION:

Council approve certified City accounts payable, payroll and payroll vendor checks for January 2020.

DISCUSSION:

Attached for City Council review and approval are the following:

Payroll

Dated 1/9/2020	Checks # 34736 - 34750	\$ 12,656.73
	Direct Deposits	317,632.15
Dated 1/23/2020	Checks # 34751 - 34768	12,620.49
	Direct Deposits	281,828.57

Accounts Payable

Dated 1/1/20-1/31/20	Checks # 162854 - 163236 & EFTs 3554 - 3580	1,788,534.17
	TOTAL AMOUNT	\$ 2,413,272.11

FISCAL IMPACT:

Total expenditures for all funds is \$ 2,413,272.11

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:

January 2020 Eden Warrant Register in the amount of \$ 1,788,534.17

City of Atascadero
Disbursement Listing

ITEM NUMBER: A-2
DATE: 02/25/20

For the Month of January 2020

Check Number	Check Date	Vendor	Description	Amount
162854	01/03/2020	4LEAF, INC.	Accounts Payable Check	6,382.37
162855	01/03/2020	ALL ABOUT EVENTS, INC.	Accounts Payable Check	817.60
162856	01/03/2020	ALL SIGNS AND GRAPHICS	Accounts Payable Check	735.12
162857	01/03/2020	ALTHOUSE & MEADE, INC.	Accounts Payable Check	385.00
162858	01/03/2020	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	20.00
162859	01/03/2020	MICHAEL J. ARRIOLA	Accounts Payable Check	1,350.00
162860	01/03/2020	ASSOCIATED TRAFFIC SAFETY, INC	Accounts Payable Check	53.07
162862	01/03/2020	AT&T	Accounts Payable Check	496.20
162863	01/03/2020	AT&T	Accounts Payable Check	100.10
162865	01/03/2020	ATASCADERO MUTUAL WATER CO.	Accounts Payable Check	6,931.70
162866	01/03/2020	ATASCADERO PROF. FIREFIGHTERS	Accounts Payable Check	52.83
162867	01/03/2020	BATTERY SYSTEMS, INC.	Accounts Payable Check	60.31
162868	01/03/2020	KEITH R. BERGHER	Accounts Payable Check	337.50
162869	01/03/2020	BURKE, WILLIAMS, & SORENSON LLP	Accounts Payable Check	20,000.00
162870	01/03/2020	CARQUEST OF ATASCADERO	Accounts Payable Check	215.82
162871	01/03/2020	CASH	Accounts Payable Check	200.00
162872	01/03/2020	MATTHEW L. CHESSON	Accounts Payable Check	179.00
162873	01/03/2020	COASTAL REPROGRAPHIC SERVICES	Accounts Payable Check	51.72
162874	01/03/2020	COLONY MEDIA	Accounts Payable Check	7,358.95
162875	01/03/2020	CRYSTAL SPRINGS WATER	Accounts Payable Check	20.00
162876	01/03/2020	COLIN W. DEAN	Accounts Payable Check	1,500.00
162877	01/03/2020	NICHOLAS DEBAR	Accounts Payable Check	300.00
162878	01/03/2020	PHILIP DUNSMORE	Accounts Payable Check	300.00
162879	01/03/2020	EARTH SYSTEMS PACIFIC	Accounts Payable Check	370.00
162880	01/03/2020	CHRISTOPHER J. EDWARDS	Accounts Payable Check	625.00
162881	01/03/2020	CODY FERRIS	Accounts Payable Check	128.00
162882	01/03/2020	FOOD FOR LESS	Accounts Payable Check	517.18
162883	01/03/2020	FRANCHISE TAX BOARD	Accounts Payable Check	181.13
162884	01/03/2020	GAS COMPANY	Accounts Payable Check	853.43
162885	01/03/2020	GHD, INC.	Accounts Payable Check	25,961.81
162886	01/03/2020	SCOTT GROOMER	Accounts Payable Check	128.00
162887	01/03/2020	ANDREW HAWKINS	Accounts Payable Check	128.00
162888	01/03/2020	J. CARROLL CORPORATION	Accounts Payable Check	5,111.38
162889	01/03/2020	JIFFY LUBE	Accounts Payable Check	150.46
162890	01/03/2020	JK'S UNLIMITED, INC.	Accounts Payable Check	907.71
162891	01/03/2020	JOE A. GONSALVES & SON	Accounts Payable Check	3,000.00
162892	01/03/2020	JOURNAL PLUS MAGAZINE	Accounts Payable Check	900.00
162893	01/03/2020	K PENCE CONSULTING	Accounts Payable Check	3,382.50
162894	01/03/2020	L.N. CURTIS & SONS	Accounts Payable Check	1,085.02
162895	01/03/2020	LIFE ASSIST, INC.	Accounts Payable Check	1,291.40
162896	01/03/2020	MATTHEW MADRIGAL	Accounts Payable Check	128.00

City of Atascadero
Disbursement Listing

ITEM NUMBER: A-2
DATE: 02/25/20

For the Month of January 2020

Check Number	Check Date	Vendor	Description	Amount
162897	01/03/2020	MARIACHI MEXICANISIMO	Accounts Payable Check	750.00
162898	01/03/2020	MEDINA LIGHT SHOW DESIGNS	Accounts Payable Check	2,100.00
162899	01/03/2020	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	73.63
162900	01/03/2020	MINER'S ACE HARDWARE	Accounts Payable Check	119.85
162901	01/03/2020	MISSION UNIFORM SERVICE	Accounts Payable Check	128.36
162902	01/03/2020	KYLE NAKAZAWA	Accounts Payable Check	128.00
162903	01/03/2020	OFFICE DEPOT INC.	Accounts Payable Check	1,230.42
162904	01/03/2020	CHRISTOPHER J. OLIVAS	Accounts Payable Check	1,700.00
162906	01/03/2020	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	24,484.45
162907	01/03/2020	PASO ROBLES SAFE & LOCK, INC.	Accounts Payable Check	2,484.32
162908	01/03/2020	PLACEWORKS, INC.	Accounts Payable Check	6,351.01
162909	01/03/2020	PROCARE JANITORIAL SUPPLY, INC.	Accounts Payable Check	42.95
162910	01/03/2020	PYRO SPECTACULARS, INC.	Accounts Payable Check	5,000.00
162911	01/03/2020	QUINCY ENGINEERING, INC.	Accounts Payable Check	35,687.55
162912	01/03/2020	JERI RANGEL	Accounts Payable Check	300.00
162913	01/03/2020	RACHELLE RICKARD	Accounts Payable Check	500.00
162914	01/03/2020	ROLSON MUSIC & SOUND	Accounts Payable Check	2,650.00
162915	01/03/2020	SAN LUIS POWERHOUSE, INC.	Accounts Payable Check	405.00
162916	01/03/2020	SCHLEGEL SAND, GRAVEL, & LAND	Accounts Payable Check	549.20
162917	01/03/2020	THE SHERWIN-WILLIAMS COMPANY	Accounts Payable Check	74.34
162918	01/03/2020	SPECTRUM	Accounts Payable Check	164.97
162919	01/03/2020	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	2,661.00
162920	01/03/2020	THE TRIBUNE	Accounts Payable Check	1,373.35
162921	01/03/2020	ULTREX BUSINESS PRODUCTS	Accounts Payable Check	7.00
162922	01/03/2020	ULTREX LEASING	Accounts Payable Check	260.76
162923	01/03/2020	VERIZON WIRELESS	Accounts Payable Check	857.42
162924	01/03/2020	VINO VICE, INC.	Accounts Payable Check	240.00
162925	01/03/2020	WALLACE GROUP	Accounts Payable Check	1,744.60
162926	01/03/2020	WCJ PROPERTY SERVICES	Accounts Payable Check	543.37
162927	01/03/2020	WEX BANK - 76 UNIVERSL	Accounts Payable Check	9,539.87
162928	01/03/2020	WEX BANK - WEX FLEET UNIVERSAL	Accounts Payable Check	7,032.94
162929	01/03/2020	WOOLERY, JONATHAN	Accounts Payable Check	841.00
162930	01/03/2020	ZOO MED LABORATORIES, INC.	Accounts Payable Check	441.73
162931	01/03/2020	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	2,192.72
162933	01/07/2020	ANTHEM BLUE CROSS HEALTH	Payroll Vendor Payment	185,098.04
162934	01/07/2020	LINCOLN NATIONAL LIFE INS CO	Payroll Vendor Payment	1,663.23
162935	01/07/2020	MEDICAL EYE SERVICES	Payroll Vendor Payment	1,780.86
162936	01/07/2020	PREFERRED BENEFITS INSURANCE	Payroll Vendor Payment	8,678.50
3554	01/09/2020	ANTHEM BLUE CROSS HSA	Payroll Vendor Payment	15,905.03
3555	01/09/2020	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	209.54
162937	01/09/2020	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	60.00

City of Atascadero
Disbursement Listing

ITEM NUMBER: A-2
DATE: 02/25/20

For the Month of January 2020

Check Number	Check Date	Vendor	Description	Amount
162938	01/09/2020	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	1,916.25
162939	01/09/2020	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	1,013.05
162940	01/09/2020	FRANCHISE TAX BOARD	Payroll Vendor Payment	580.16
162941	01/09/2020	MASS MUTUAL WORKPLACE SOLUTION	Payroll Vendor Payment	9,020.50
162942	01/09/2020	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	300.94
162943	01/09/2020	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	1,600.88
162944	01/09/2020	SEIU LOCAL 620	Payroll Vendor Payment	872.91
162945	01/09/2020	VANTAGEPOINT TRNSFR AGT 106099	Payroll Vendor Payment	357.85
162946	01/09/2020	VANTAGEPOINT TRNSFR AGT 304633	Payroll Vendor Payment	4,681.39
162947	01/09/2020	VANTAGEPOINT TRNSFR AGT 706276	Payroll Vendor Payment	126.00
3556	01/10/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	23,450.44
3557	01/10/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	42,112.29
3558	01/10/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	1,688.93
3559	01/10/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	1,914.94
3560	01/10/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	5,355.64
3561	01/10/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	4,566.43
3562	01/10/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	11,964.77
3563	01/10/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	13,179.73
3564	01/14/2020	RABOBANK, N.A.	Payroll Vendor Payment	64,596.42
3565	01/14/2020	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	20,138.65
3566	01/14/2020	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,859.01
3567	01/14/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Accounts Payable Check	1,376.88
162948	01/17/2020	AAAA ENGINEERING CONTRACTING	Accounts Payable Check	116,847.72
162949	01/17/2020	AGM CALIFORNIA, INC.	Accounts Payable Check	2,045.00
162950	01/17/2020	AGP VIDEO, INC.	Accounts Payable Check	1,930.00
162951	01/17/2020	ALL SIGNS AND GRAPHICS	Accounts Payable Check	442.44
162952	01/17/2020	ALLIANT INSURANCE SERVICES INC	Accounts Payable Check	141.00
162953	01/17/2020	AMERICAN MARBORG	Accounts Payable Check	115.61
162954	01/17/2020	AMERICAN WEST TIRE & AUTO INC	Accounts Payable Check	9,237.76
162956	01/17/2020	AT&T	Accounts Payable Check	1,245.35
162957	01/17/2020	AT&T	Accounts Payable Check	663.40
162958	01/17/2020	ATASCADERO CHAMBER OF COMMERCE	Accounts Payable Check	57,854.00
162959	01/17/2020	ATASCADERO HAY & FEED	Accounts Payable Check	2,012.06
162960	01/17/2020	ATASCADERO PICKLEBALL CLUB, INC	Accounts Payable Check	120.30
162961	01/17/2020	BACKFLOW APPARATUS & VALVE CO.	Accounts Payable Check	23.71
162962	01/17/2020	TERRIE BANISH	Accounts Payable Check	28.00
162963	01/17/2020	BASSETT'S CRICKET RANCH, INC.	Accounts Payable Check	1,278.04
162964	01/17/2020	BELL'S PLUMBING REPAIR, INC.	Accounts Payable Check	175.00
162965	01/17/2020	BERRY MAN, INC.	Accounts Payable Check	1,006.05
162966	01/17/2020	BIG RED MARKETING, INC.	Accounts Payable Check	5,690.00
162967	01/17/2020	TOM BIRKENFELD	Accounts Payable Check	174.00

City of Atascadero
Disbursement Listing

ITEM NUMBER: A-2
DATE: 02/25/20

For the Month of January 2020

Check Number	Check Date	Vendor	Description	Amount
162968	01/17/2020	BREZDEN PEST CONTROL, INC.	Accounts Payable Check	65.00
162969	01/17/2020	BURT INDUSTRIAL SUPPLY	Accounts Payable Check	119.49
162970	01/17/2020	CA BUILDING STANDARDS COMM.	Accounts Payable Check	484.20
162971	01/17/2020	CA DEPT OF TAX AND FEE ADMIN.	Accounts Payable Check	1,495.00
162972	01/17/2020	CARQUEST OF ATASCADERO	Accounts Payable Check	95.27
162973	01/17/2020	CAVENAUGH AND ASSC.	Accounts Payable Check	2,192.00
162974	01/17/2020	CCC-ICC	Accounts Payable Check	150.00
162975	01/17/2020	CENTRAL COAST FIRE PREVENTION	Accounts Payable Check	30.00
162976	01/17/2020	CERTIF-A-GIFT COMPANY	Accounts Payable Check	1,717.45
162977	01/17/2020	CHARTER COMMUNICATIONS	Accounts Payable Check	6,000.40
162978	01/17/2020	MATTHEW L. CHESSON	Accounts Payable Check	77.00
162979	01/17/2020	KATHLEEN J. CINOWALT	Accounts Payable Check	126.00
162980	01/17/2020	CLEAR, INC.	Accounts Payable Check	50.00
162981	01/17/2020	COLONY MEDIA	Accounts Payable Check	250.00
162982	01/17/2020	CREWSENSE, LLC	Accounts Payable Check	193.35
162983	01/17/2020	CULLIGAN/CENTRAL COAST WTR TRT	Accounts Payable Check	70.00
162984	01/17/2020	DELTA LIQUID ENERGY	Accounts Payable Check	890.92
162985	01/17/2020	DEPARTMENT OF CONSERVATION	Accounts Payable Check	2,080.29
162986	01/17/2020	DESTINATION TRAVEL NETWORK	Accounts Payable Check	200.00
162987	01/17/2020	DIVISION OF STATE ARCHITECT	Accounts Payable Check	375.20
162988	01/17/2020	DOCUTEAM	Accounts Payable Check	138.96
162989	01/17/2020	DOLE FAMILY PROPERTIES, LLC	Accounts Payable Check	1,452.50
162990	01/17/2020	JOHN W DOUPE	Accounts Payable Check	231.00
162991	01/17/2020	DRIVE CUSTOMS	Accounts Payable Check	6,907.74
162992	01/17/2020	PHILIP DUNSMORE	Accounts Payable Check	31.27
162993	01/17/2020	EL CAMINO BUILDING SUPPLY	Accounts Payable Check	55.92
162994	01/17/2020	EL CAMINO VETERINARY HOSP	Accounts Payable Check	136.52
162995	01/17/2020	ELECTRICRAFT, INC.	Accounts Payable Check	1,571.93
162996	01/17/2020	ENTENMANN-ROVIN CO.	Accounts Payable Check	3,016.30
162997	01/17/2020	ESCUELA DEL RIO	Accounts Payable Check	790.00
162998	01/17/2020	CODY FERRIS	Accounts Payable Check	120.00
162999	01/17/2020	FGL ENVIRONMENTAL	Accounts Payable Check	477.00
163000	01/17/2020	FRANCHISE TAX BOARD	Accounts Payable Check	230.00
163001	01/17/2020	GARRY BRILL PRODUCTIONS	Accounts Payable Check	150.00
163002	01/17/2020	GAS COMPANY	Accounts Payable Check	1,463.52
163003	01/17/2020	ALEX GENTILLY	Accounts Payable Check	174.00
163004	01/17/2020	GHD, INC.	Accounts Payable Check	1,524.00
163005	01/17/2020	SCOTT GROOMER	Accounts Payable Check	174.00
163006	01/17/2020	BRADLEY A. HACKLEMAN	Accounts Payable Check	204.00
163007	01/17/2020	JEREL HALEY	Accounts Payable Check	80.66
163008	01/17/2020	HANLEY AND FLEISHMAN, LLP	Accounts Payable Check	1,702.00

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163009	01/17/2020	HART IMPRESSIONS PRINTING	Accounts Payable Check	32.33
163010	01/17/2020	ANDREW HAWKINS	Accounts Payable Check	174.00
163011	01/17/2020	HINDERLITER, DE LLAMAS	Accounts Payable Check	1,066.84
163012	01/17/2020	RYAN HOFSTETTER	Accounts Payable Check	304.68
163013	01/17/2020	HOME DEPOT CREDIT SERVICES	Accounts Payable Check	1,561.00
163014	01/17/2020	INGLIS PET HOTEL	Accounts Payable Check	4,000.00
163015	01/17/2020	IRON MOUNTAIN RECORDS MGMNT	Accounts Payable Check	217.92
163016	01/17/2020	ZACHARIAH JACKSON	Accounts Payable Check	174.00
163017	01/17/2020	JIFFY LUBE	Accounts Payable Check	95.04
163018	01/17/2020	JK'S UNLIMITED, INC.	Accounts Payable Check	1,814.37
163019	01/17/2020	JODI'S BLOOM N GROW	Accounts Payable Check	783.07
163020	01/17/2020	KPRL 1230 AM	Accounts Payable Check	920.00
163021	01/17/2020	KSBY COMMUNICATIONS	Accounts Payable Check	2,000.00
163022	01/17/2020	LAYNE LABORATORIES, INC.	Accounts Payable Check	2,052.64
163023	01/17/2020	COLETTE LAYTON	Accounts Payable Check	174.00
163024	01/17/2020	LEE WILSON ELECTRIC CO. INC	Accounts Payable Check	2,492.09
163025	01/17/2020	LEHIGH HANSON	Accounts Payable Check	1,512.90
163026	01/17/2020	JACKSON LIGHT	Accounts Payable Check	174.00
163027	01/17/2020	THOMAS LITTLE	Accounts Payable Check	174.00
163028	01/17/2020	HELEN LIVINGSTON	Accounts Payable Check	32.00
163029	01/17/2020	ANDREW LUERA	Accounts Payable Check	174.00
163030	01/17/2020	MATTHEW MADRIGAL	Accounts Payable Check	129.00
163031	01/17/2020	MADRONE LANDSCAPES, INC.	Accounts Payable Check	380.00
163032	01/17/2020	MARIACHI VOCES TAPATIAS	Accounts Payable Check	2,000.00
163033	01/17/2020	BECKY MAXWELL	Accounts Payable Check	46.52
163034	01/17/2020	MEDPOST URGENT CARE-ATASCADERO	Accounts Payable Check	20.00
163035	01/17/2020	MICHAEL K. NUNLEY & ASSC, INC.	Accounts Payable Check	15,918.69
163036	01/17/2020	MINER'S ACE HARDWARE	Accounts Payable Check	253.95
163037	01/17/2020	MATTHEW J. MIRANDA	Accounts Payable Check	174.00
163038	01/17/2020	MISSION UNIFORM SERVICE	Accounts Payable Check	436.16
163039	01/17/2020	HEATHER MORENO	Accounts Payable Check	386.86
163040	01/17/2020	MOSS, LEVY, & HARTZHEIM LLP	Accounts Payable Check	2,000.00
163041	01/17/2020	KATIE MULDER	Accounts Payable Check	114.02
163042	01/17/2020	RAYMOND L. MULLIKIN	Accounts Payable Check	192.00
163043	01/17/2020	MV TRANSPORTATION, INC.	Accounts Payable Check	15,021.21
163044	01/17/2020	MWI ANIMAL HEALTH	Accounts Payable Check	265.82
163045	01/17/2020	KYLE NAKAZAWA	Accounts Payable Check	174.00
163046	01/17/2020	NBS	Accounts Payable Check	6,875.57
163047	01/17/2020	PAUL NETZ	Accounts Payable Check	174.00
163048	01/17/2020	OFFICE DEPOT INC.	Accounts Payable Check	485.37
163049	01/17/2020	O'REILLY AUTOMOTIVE, INC.	Accounts Payable Check	30.14

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163050	01/17/2020	TARA ORLICK	Accounts Payable Check	67.28
163051	01/17/2020	PACIFIC CNTRL COAST HLTH CTRS	Accounts Payable Check	690.00
163052	01/17/2020	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	23,475.22
163053	01/17/2020	THE PALY FOUNDATION	Accounts Payable Check	38.31
163054	01/17/2020	PASO ROBLES SAFE & LOCK, INC.	Accounts Payable Check	486.92
163055	01/17/2020	PEAKWIFI, LLC	Accounts Payable Check	26,224.75
163056	01/17/2020	DEAN PERICIC	Accounts Payable Check	174.00
163057	01/17/2020	PERRY'S ELECTRIC MOTORS & CTRL	Accounts Payable Check	425.00
163058	01/17/2020	PERRY'S PARCEL & GIFT	Accounts Payable Check	107.06
163059	01/17/2020	PRAXAIR DISTRIBUTION, INC.	Accounts Payable Check	51.05
163060	01/17/2020	PROCARE JANITORIAL SUPPLY, INC.	Accounts Payable Check	1,999.89
163061	01/17/2020	SHIRLEY L. RADCLIFF-BRUTON	Accounts Payable Check	553.20
163062	01/17/2020	RAINSCAPE, A LANDSCAPE SVC CO.	Accounts Payable Check	7,092.00
163063	01/17/2020	RANCHO LOS SANTOS ENTERTAINMNT	Accounts Payable Check	1,800.00
163064	01/17/2020	READYREFRESH BY NESTLE	Accounts Payable Check	798.39
163065	01/17/2020	BRANDON ROBERTS	Accounts Payable Check	174.00
163066	01/17/2020	CHRISTOPHER R. ROBINSON	Accounts Payable Check	174.00
163067	01/17/2020	ROSSI TRANSPORT SERVICE	Accounts Payable Check	2,000.00
163068	01/17/2020	SAN LUIS POWERHOUSE, INC.	Accounts Payable Check	405.00
163069	01/17/2020	SANTA MARIA TIRE, INC.	Accounts Payable Check	3,896.61
163070	01/17/2020	SERVICE SYSTEMS ASSC, INC.	Accounts Payable Check	2,500.00
163071	01/17/2020	THE SHERWIN-WILLIAMS COMPANY	Accounts Payable Check	330.22
163072	01/17/2020	JOHN C. SIEMENS	Accounts Payable Check	148.05
163073	01/17/2020	SILICON VALLEY BANK	Accounts Payable Check	72.00
163074	01/17/2020	SLO CO AUDITOR CONTROLLER	Accounts Payable Check	197.00
163075	01/17/2020	SLO COUNTY HEALTH AGENCY	Accounts Payable Check	74,320.25
163076	01/17/2020	SLO COUNTY SHERIFF'S OFFICE	Accounts Payable Check	53.00
163077	01/17/2020	JASON SMITH	Accounts Payable Check	45.00
163078	01/17/2020	SO. BAY REG. PUBLIC SAFETY	Accounts Payable Check	500.00
163079	01/17/2020	SOUZA CONSTRUCTION, INC.	Accounts Payable Check	85,378.13
163080	01/17/2020	SPEAKWRITE, LLC.	Accounts Payable Check	314.07
163081	01/17/2020	MICHAEL STORNETTA	Accounts Payable Check	174.00
163082	01/17/2020	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	1,700.00
163083	01/17/2020	SUPERION, LLC	Accounts Payable Check	1,185.03
163088	01/17/2020	U.S. BANK	Accounts Payable Check	24,618.30
163089	01/17/2020	ULTREX BUSINESS PRODUCTS	Accounts Payable Check	40.51
163090	01/17/2020	UNITED RENTALS (NORTH AM), INC	Accounts Payable Check	22,132.55
163091	01/17/2020	VERDIN	Accounts Payable Check	10,496.46
163092	01/17/2020	VERIZON WIRELESS	Accounts Payable Check	1,561.73
163093	01/17/2020	VISITOR TELEVISION LLC	Accounts Payable Check	595.00
163094	01/17/2020	WALLACE GROUP	Accounts Payable Check	6,157.50

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163095	01/17/2020	WALSH ENGINEERING	Accounts Payable Check	11,275.00
163096	01/17/2020	WCJ PROPERTY SERVICES	Accounts Payable Check	690.00
163097	01/17/2020	BRIAN WESTERMAN	Accounts Payable Check	18.00
163098	01/17/2020	WILLIAM P. WHITE	Accounts Payable Check	124.00
163099	01/17/2020	VOID	Accounts Payable Check	0.00
163100	01/17/2020	KAREN B. WYKE	Accounts Payable Check	635.70
163101	01/17/2020	ZACHARY J YEAMAN-SANCHEZ	Accounts Payable Check	231.00
3568	01/23/2020	ANTHEM BLUE CROSS HSA	Payroll Vendor Payment	8,687.61
3569	01/23/2020	STATE DISBURSEMENT UNIT	Payroll Vendor Payment	209.54
163102	01/23/2020	ATASCADERO MID MGRS ORG UNION	Payroll Vendor Payment	60.00
163103	01/23/2020	ATASCADERO POLICE OFFICERS	Payroll Vendor Payment	1,916.25
163104	01/23/2020	ATASCADERO PROF. FIREFIGHTERS	Payroll Vendor Payment	1,013.05
163105	01/23/2020	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	4,532.00
163106	01/23/2020	ICMA-RC	Payroll Vendor Payment	125.00
163107	01/23/2020	MASS MUTUAL WORKPLACE SOLUTION	Payroll Vendor Payment	6,545.50
163108	01/23/2020	NATIONWIDE RETIREMENT SOLUTION	Payroll Vendor Payment	516.05
163109	01/23/2020	NAVIA BENEFIT SOLUTIONS	Payroll Vendor Payment	1,600.88
163110	01/23/2020	SEIU LOCAL 620	Payroll Vendor Payment	872.91
163111	01/23/2020	VANTAGEPOINT TRNSFR AGT 106099	Payroll Vendor Payment	357.85
163112	01/23/2020	VANTAGEPOINT TRNSFR AGT 304633	Payroll Vendor Payment	4,543.79
163113	01/23/2020	VANTAGEPOINT TRNSFR AGT 706276	Payroll Vendor Payment	146.00
3570	01/24/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	22,407.08
3571	01/24/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	35,639.24
3572	01/24/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	1,702.50
3573	01/24/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	1,914.94
3574	01/24/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	2,908.84
3575	01/24/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	4,979.21
3576	01/24/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	7,071.34
3577	01/24/2020	CALIF PUBLIC EMPLOYEES RETIREMENT SYSTEM	Payroll Vendor Payment	12,336.16
163114	01/24/2020	NEOFUNDS	Accounts Payable Check	2,000.00
3578	01/28/2020	RABOBANK, N.A.	Payroll Vendor Payment	50,195.09
3579	01/28/2020	EMPLOYMENT DEV DEPARTMENT	Payroll Vendor Payment	14,066.82
3580	01/28/2020	EMPLOYMENT DEV. DEPARTMENT	Payroll Vendor Payment	2,176.87
163115	01/31/2020	4LEAF, INC.	Accounts Payable Check	1,037.51
163116	01/31/2020	A SUPERIOR CRANE, LLC	Accounts Payable Check	2,000.00
163117	01/31/2020	ACCURATE MAILING SERVICE	Accounts Payable Check	135.99
163118	01/31/2020	ADDICTION MEDICINE CONSULTANTS	Accounts Payable Check	700.00
163119	01/31/2020	AGM CALIFORNIA, INC.	Accounts Payable Check	340.00
163120	01/31/2020	ALAMEDA ELECTRICAL DISTRIBUTOR	Accounts Payable Check	337.99
163121	01/31/2020	ALLEN'S SHARPENING SERVICE	Accounts Payable Check	1,273.85
163122	01/31/2020	ALTHOUSE & MEADE, INC.	Accounts Payable Check	375.00

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163123	01/31/2020	AMERICAN MARBORG	Accounts Payable Check	274.10
163124	01/31/2020	AMERIGAS	Accounts Payable Check	346.33
163125	01/31/2020	DREW T. ARDOUIN	Accounts Payable Check	136.00
163126	01/31/2020	ASSC. OF ZOOS & AQUARIUMS	Accounts Payable Check	100.00
163127	01/31/2020	ASSOCIATED TRAFFIC SAFETY, INC	Accounts Payable Check	82.27
163128	01/31/2020	AT&T	Accounts Payable Check	295.69
163129	01/31/2020	AT&T	Accounts Payable Check	262.57
163130	01/31/2020	ATM ADVANTAGE PLUS	Accounts Payable Check	300.00
163131	01/31/2020	MIKE BERTACCINI	Accounts Payable Check	200.00
163132	01/31/2020	BEST CHOICE BFB	Accounts Payable Check	1,930.25
163133	01/31/2020	GREGORY A. BRAZZI	Accounts Payable Check	120.00
163134	01/31/2020	BURKE, WILLIAMS, & SORENSON LLP	Accounts Payable Check	20,000.00
163135	01/31/2020	CA CODE CHECK, INC.	Accounts Payable Check	4,519.90
163136	01/31/2020	CHRISTOPHER M. CARNES	Accounts Payable Check	85.00
163137	01/31/2020	CARQUEST OF ATASCADERO	Accounts Payable Check	451.95
163138	01/31/2020	CASEY PRINTING, INC.	Accounts Payable Check	5,894.43
163139	01/31/2020	CENTRAL COAST URGENT CARE, INC	Accounts Payable Check	150.00
163140	01/31/2020	CHARTER COMMUNICATIONS	Accounts Payable Check	104.98
163141	01/31/2020	MATTHEW L. CHESSON	Accounts Payable Check	179.00
163142	01/31/2020	CIO SOLUTIONS, LP	Accounts Payable Check	1,600.00
163143	01/31/2020	CJN EVENT PLANNING	Accounts Payable Check	300.00
163144	01/31/2020	COAST LINE DISTRIBUTING	Accounts Payable Check	316.69
163145	01/31/2020	COASTAL COPY, INC.	Accounts Payable Check	938.98
163146	01/31/2020	DEEP BLUE INTEGRATION, INC.	Accounts Payable Check	135.00
163147	01/31/2020	DELTA LIQUID ENERGY	Accounts Payable Check	166.29
163148	01/31/2020	DEPARTMENT OF JUSTICE	Accounts Payable Check	443.00
163149	01/31/2020	DEPARTMENT OF TRANSPORTATION	Accounts Payable Check	6,494.29
163150	01/31/2020	ESCROW CLEANING SERVICE	Accounts Payable Check	700.00
163151	01/31/2020	FARM SUPPLY COMPANY	Accounts Payable Check	35.46
163152	01/31/2020	FENCE FACTORY ATASCADERO	Accounts Payable Check	3,275.50
163153	01/31/2020	FERRELL'S AUTO REPAIR	Accounts Payable Check	508.50
163154	01/31/2020	FGL ENVIRONMENTAL	Accounts Payable Check	398.00
163155	01/31/2020	FIESTA MAHAR MANUFACTURING CORP	Accounts Payable Check	402.40
163156	01/31/2020	FRANCHISE TAX BOARD	Accounts Payable Check	145.13
163157	01/31/2020	GAMETIME	Accounts Payable Check	31,904.15
163158	01/31/2020	GAS COMPANY	Accounts Payable Check	3,809.89
163159	01/31/2020	TRISTAN M. GUILLORY	Accounts Payable Check	140.00
163160	01/31/2020	HART IMPRESSIONS PRINTING	Accounts Payable Check	203.65
163161	01/31/2020	HELIXSTORM, INC.	Accounts Payable Check	105,779.38
163162	01/31/2020	HERC RENTALS, INC.	Accounts Payable Check	1,467.25
163163	01/31/2020	HERITAGE CABINETS	Accounts Payable Check	79.00

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163164	01/31/2020	RYAN HOFSTETTER	Accounts Payable Check	248.33
163165	01/31/2020	RACHEL HUNTER	Accounts Payable Check	283.55
163166	01/31/2020	JOHN S. HURLBURT JR.	Accounts Payable Check	100.00
163167	01/31/2020	HUTCH HEATING & AIR, INC.	Accounts Payable Check	45.00
163168	01/31/2020	INFORMATION TECHNOLOGY	Accounts Payable Check	2,391.96
163169	01/31/2020	JIFFY LUBE	Accounts Payable Check	50.23
163170	01/31/2020	JK'S UNLIMITED, INC.	Accounts Payable Check	9,655.52
163171	01/31/2020	JOE A. GONSALVES & SON	Accounts Payable Check	3,000.00
163172	01/31/2020	JOEL SWITZER DIESEL REPAIR,INC	Accounts Payable Check	1,257.58
163173	01/31/2020	RACHEL M. JONES	Accounts Payable Check	45.00
163174	01/31/2020	K & M INTERNATIONAL	Accounts Payable Check	864.00
163175	01/31/2020	STEVEN KAHN	Accounts Payable Check	540.63
163176	01/31/2020	KNECHT'S PLUMBING & HEATING	Accounts Payable Check	190.00
163177	01/31/2020	COLETTE LAYTON	Accounts Payable Check	281.00
163178	01/31/2020	LEAGUE OF CALIFORNIA CITIES	Accounts Payable Check	13,149.00
163179	01/31/2020	LEE WILSON ELECTRIC CO. INC	Accounts Payable Check	3,316.43
163180	01/31/2020	LEFT COAST T-SHIRT CO.	Accounts Payable Check	1,173.74
163181	01/31/2020	LEHIGH HANSON	Accounts Payable Check	2,201.68
163182	01/31/2020	LIFE ASSIST, INC.	Accounts Payable Check	1,225.45
163183	01/31/2020	MEDINA LIGHT SHOW DESIGNS	Accounts Payable Check	1,200.00
163184	01/31/2020	RILEY A. METE	Accounts Payable Check	120.00
163185	01/31/2020	MID-COAST MOWER & SAW, INC.	Accounts Payable Check	61.88
163186	01/31/2020	MIG	Accounts Payable Check	3,782.66
163187	01/31/2020	MINER'S ACE HARDWARE	Accounts Payable Check	1,220.08
163188	01/31/2020	MISSION UNIFORM SERVICE	Accounts Payable Check	383.98
163189	01/31/2020	NEW TIMES	Accounts Payable Check	575.00
163190	01/31/2020	OFFICE DEPOT INC.	Accounts Payable Check	632.74
163191	01/31/2020	ON THE WALL, INC.	Accounts Payable Check	925.00
163192	01/31/2020	TARA ORLICK	Accounts Payable Check	43.13
163194	01/31/2020	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	8,106.99
163195	01/31/2020	PACIFIC GAS AND ELECTRIC	Accounts Payable Check	1,500.00
163196	01/31/2020	RICARDO PAZ	Accounts Payable Check	48.00
163197	01/31/2020	SCOTT E. PIPAN	Accounts Payable Check	72.00
163198	01/31/2020	PLACEWORKS, INC.	Accounts Payable Check	30,904.91
163199	01/31/2020	PRINTPAL PROMOTIONS & PRINTING	Accounts Payable Check	1,991.85
163200	01/31/2020	PRO SOUND, INC.	Accounts Payable Check	921.84
163201	01/31/2020	PROCARE JANITORIAL SUPPLY,INC.	Accounts Payable Check	517.99
163202	01/31/2020	PRW STEEL SUPPLY, INC.	Accounts Payable Check	754.81
163203	01/31/2020	QUINCY ENGINEERING, INC.	Accounts Payable Check	9,543.65
163204	01/31/2020	RADAR SHOP, INC.	Accounts Payable Check	681.00
163205	01/31/2020	RAVATT,ALBRECHT, & ASSC.,INC.	Accounts Payable Check	1,884.18

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163206	01/31/2020	READYREFRESH BY NESTLE	Accounts Payable Check	57.11
163207	01/31/2020	RECOGNITION WORKS	Accounts Payable Check	398.36
163208	01/31/2020	SAMUEL RODRIGUEZ	Accounts Payable Check	66.00
163209	01/31/2020	SAN LUIS POWERHOUSE, INC.	Accounts Payable Check	270.00
163210	01/31/2020	SCHLEGEL SAND, GRAVEL, & LAND	Accounts Payable Check	222.50
163211	01/31/2020	SHORE-TEK, INC.	Accounts Payable Check	436.03
163212	01/31/2020	SIGTRONICS CORP.	Accounts Payable Check	316.09
163213	01/31/2020	SLOFIST	Accounts Payable Check	75.00
163214	01/31/2020	SOUTH COAST EMERGENCY VEH SVC	Accounts Payable Check	138.94
163215	01/31/2020	STATEWIDE TRAFFIC SAFETY&SIGNS	Accounts Payable Check	2,856.70
163216	01/31/2020	KURT W. STONE	Accounts Payable Check	1,200.00
163217	01/31/2020	SUN BADGE COMPANY	Accounts Payable Check	54.10
163218	01/31/2020	SUNLIGHT JANITORIAL, INC.	Accounts Payable Check	2,661.00
163219	01/31/2020	SURE FIRE TRAINING, INC.	Accounts Payable Check	350.00
163220	01/31/2020	TEMPLETON GLASS CO., INC.	Accounts Payable Check	64.14
163221	01/31/2020	CHRISTOPHER DANIEL THOMAS	Accounts Payable Check	140.00
163222	01/31/2020	TRIMOTION MEDIA	Accounts Payable Check	650.00
163223	01/31/2020	U.S. POSTAL SERVICE	Accounts Payable Check	2,600.00
163224	01/31/2020	ULTREX LEASING	Accounts Payable Check	260.76
163225	01/31/2020	EMILIO S. VELCI	Accounts Payable Check	154.00
163226	01/31/2020	VERIZON WIRELESS	Accounts Payable Check	3,463.88
163227	01/31/2020	VINO VICE, INC.	Accounts Payable Check	1,805.25
163228	01/31/2020	VISIT SLO CAL	Accounts Payable Check	1,280.00
163229	01/31/2020	WALLACE GROUP	Accounts Payable Check	19,723.35
163230	01/31/2020	KYLER P. WARREN	Accounts Payable Check	80.00
163231	01/31/2020	WCJ PROPERTY SERVICES	Accounts Payable Check	435.37
163232	01/31/2020	HEATH T. WEST	Accounts Payable Check	48.00
163233	01/31/2020	CHARLES M. WILBUR	Accounts Payable Check	250.00
163234	01/31/2020	WILKINS ACTION GRAPHICS	Accounts Payable Check	288.29
163235	01/31/2020	JEFF WILSHUSEN	Accounts Payable Check	72.00
163236	01/31/2020	ZOOM IMAGING SOLUTIONS, INC.	Accounts Payable Check	947.54
				<u><u>\$ 1,788,534.17</u></u>



Atascadero City Council

December 2019

Staff Report - City Treasurer

December 2019 Investment Report

RECOMMENDATION:

Council receive and file the City Treasurer's report for quarter ending December 31, 2019.

REPORT IN BRIEF:

Cash and Investments

Checking	\$ 1,009,117	
Zoo Credit Card Deposit Account	12,182	
Money Market Accounts	55,754	
Certificates of Deposit	10,985,000	
Government Securities	16,341,959	
Supranational Securities	2,993,375	
LAIF	13,862,520	
Cash with Fiscal Agents	2,299,672	
Cash in Banks at December 31, 2019		\$ 47,559,579
Outstanding Checks		(306,303)
Cash and Investments at December 31, 2019		<u>\$ 47,253,276</u>

Investment Activity

Securities Purchased:

Purchase Date	Description	Type	Cost	Maturity Date
10/18/19	Int'l Bank for Recon & Develop CUSIP #459056HV2	Supranational Security	\$ 497,250	08/28/24
11/08/19	Raymond James Bank St. Petersburg, FL	Certificate of Deposit	245,000	11/08/24

Investment Activity (continued)

Securities Matured:

<u>Maturity Date</u>	<u>Description</u>	<u>Type</u>	<u>Original Cost</u>	<u>Amount Matured</u>
11/20/19	Frontier Bank Salt Lake City, UT	Certificate of Deposit	\$ 245,000	\$ 245,000
12/16/19	FFCB CUSIP #31331SJR5	Government Security	188,260	165,000

Securities Sold Prior to Maturity:

None

Other Reportable Activities:

None

CITY OF ATASCADERO
TREASURER'S REPORT
CASH & INVESTMENTS ACTIVITY SUMMARY
for the quarter ending December 31, 2019

ITEM NUMBER: A-3
DATE: 02/25/20

	<u>CHECKING ACCOUNTS</u>	<u>INVESTMENTS</u>	<u>FISCAL AGENT</u>	<u>TOTALS</u>
Balance per Banks at October 1, 2019	\$ 666,682	\$ 42,099,196	\$ 2,901,779	\$ 45,667,657
Receipts	10,286,773	244,411	10,849	10,542,033
Recognition of Premiums & Discounts		21,330	-	21,330
Disbursements	(8,058,485)	-	(612,956)	(8,671,441)
Transfers In	3,693,579	5,567,250	-	9,260,829
Transfers Out	<u>(5,567,250)</u>	<u>(3,693,579)</u>	<u>-</u>	<u>(9,260,829)</u>
Balance per Banks at December 31, 2019	<u>\$ 1,021,299</u>	<u>\$ 44,238,608</u>	<u>\$ 2,299,672</u>	47,559,579
Timing Differences				<u>(306,303)</u>
Adjusted Treasurer's Balance				<u><u>\$ 47,253,276</u></u>

CITY OF ATASCADERO
INVESTMENT REPORT
December 31, 2019

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
<u>Funds Managed by City</u>											
n/a	Local Agency Invest. Fund (LAIF)	n/a	State Investment Fund	n/a	n/a	2.04%	\$ 13,862,520	n/a	\$ 13,862,520	\$ 13,887,061	\$ 24,541
n/a	Broker Money Market	n/a	Money Fund	n/a	n/a	Vary	55,754	n/a	55,754	55,754	-
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	245,054	54
03/13/20	Federal Home Loan Mtge Corp CUSIP #3134G35V8	09/18/15	Government Security	Aaa	1.65%	1.65%	1,000,000	7	1,000,007	999,980	(27)
04/30/20	Federal National Mortgage Assn CUSIP #3136G0W23	11/20/15	Government Security	Aaa	1.50%	1.66%	695,000	(366)	694,634	694,778	144
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	244,809	(191)
05/22/20	Federal Home Loan Mtge Corp CUSIP #3134G44G0	02/26/16	Government Security	Aaa	1.50%	1.12%	350,000	413	350,413	349,818	(595)
06/22/20	Federal National Mortgage Assn CUSIP #3135G0D75	11/05/15	Government Security	Aaa	1.50%	1.61%	1,000,000	(236)	999,764	999,300	(464)
06/26/20	Federal National Mortgage Assn CUSIP #3136G16D6	02/26/16	Government Security	Aaa	1.35%	1.24%	500,000	272	500,272	499,300	(972)
07/30/20	Federal Home Loan Mtge Corp CUSIP #3134G33Z1	11/20/15	Government Security	Aaa	1.55%	1.74%	555,000	(594)	554,406	554,684	278
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	246,083	1,083
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	246,093	1,093
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	245,309	309
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	245,311	311
11/30/20	Federal National Mortgage Assn CUSIP #3135G0F73	11/05/15	Government Security	Aaa	1.50%	1.70%	1,000,000	(1,833)	998,167	1,004,647	6,480

CITY OF ATASCADERO
INVESTMENT REPORT
December 31, 2019

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
11/30/20	Federal National Mortgage Assn CUSIP #3135G0F73	11/20/15	Government Security	Aaa	1.50%	1.81%	\$ 500,000	\$ (1,373)	\$ 498,627	\$ 494,827	\$ (3,800)
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	246,269	1,269
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	245,453	453
12/28/20	Federal National Mortgage Assn CUSIP #3135G0H55	11/20/15	Government Security	Aaa	1.50%	1.81%	800,000	(193)	799,807	801,952	2,145
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	246,306	1,306
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	245,458	458
01/25/21	Federal Agriculture Mtge Corp CUSIP #3132X0EQ0	02/26/16	Government Security	Aaa	1.55%	1.34%	455,000	1,016	456,016	454,759	(1,257)
02/08/21	Federal Home Loan Bank CUSIP #3133827D9	02/26/16	Government Security	Aaa	1.75%	1.37%	480,000	2,007	482,007	479,794	(2,213)
04/13/21	Federal National Mortgage Assn CUSIP #3135G0U27	01/10/19	Government Security	Aaa	2.50%	2.56%	500,000	(347)	499,653	505,830	6,177
05/06/21	Federal National Mortgage Assn CUSIP #3135G0K69	06/09/16	Government Security	Aaa	1.25%	1.34%	500,000	(588)	499,412	497,645	(1,767)
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	199,764	(236)
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	244,704	(296)
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	244,035	(965)
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	244,059	(941)
09/07/21	Ally Bank Midvale, UT	09/09/19	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	245,424	424

CITY OF ATASCADERO
INVESTMENT REPORT
December 31, 2019

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
09/13/21	Community First Bank Kokomo, IN	09/12/19	Certificate of Deposit	n/a	1.80%	1.80%	\$ 150,000	n/a	\$ 150,000	\$ 149,885	(115)
10/07/21	Federal National Mortgage Assn CUSIP #3135G0Q89	06/02/17	Government Security	Aaa	1.38%	1.72%	500,000	(2,958)	497,042	498,100	1,058
11/17/21	First Source Bank South Bend, IN	12/17/18	Certificate of Deposit	n/a	3.15%	3.15%	245,000	n/a	245,000	251,573	6,573
11/29/21	Federal Home Loan Bank CUSIP #3130AABG2	12/21/16	Government Security	Aaa	1.88%	2.12%	500,000	(2,331)	497,669	502,685	5,016
01/13/22	Federal Home Loan Bank CUSIP #3137EADB2	01/26/17	Government Security	Aaa	2.38%	2.06%	500,000	3,089	503,089	507,710	4,621
02/09/22	Triad Bank Frontenac, MO	02/09/17	Certificate of Deposit	n/a	2.00%	2.00%	245,000	n/a	245,000	246,401	1,401
02/21/22	Everbank Jacksonville, FL	02/14/17	Certificate of Deposit	n/a	2.05%	2.05%	245,000	n/a	245,000	246,659	1,659
03/11/22	Federal Home Loan Bank CUSIP #313378CR0	02/23/17	Government Security	Aaa	2.25%	2.00%	500,000	2,676	502,676	506,510	3,834
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	246,409	1,409
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	503,220	3,220
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	246,401	1,401
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	246,399	1,399
06/10/22	Federal Home Loan Bank CUSIP #313379Q69	05/31/17	Government Security	Aaa	2.13%	1.86%	500,000	3,138	503,138	505,760	2,622
07/05/22	Sallie Mae Bank Salt Lake City, UT	07/08/19	Certificate of Deposit	n/a	2.20%	2.20%	245,000	n/a	245,000	247,577	2,577
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	247,585	2,585

CITY OF ATASCADERO
INVESTMENT REPORT
December 31, 2019

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
07/27/22	Federal Farm Credit Bank CUSIP #3133EDE65	07/12/17	Government Security	n/a	3.05%	1.98%	\$ 302,000	\$ 8,093	\$ 310,093	\$ 312,944	\$ 2,851
08/03/22	Federal Farm Credit Bank CUSIP #3133EHTS2	08/17/17	Government Security	Aaa	1.90%	1.72%	500,000	2,253	502,253	503,720	1,467
09/09/22	Federal Farm Credit Bank CUSIP #313380GJ0	09/11/17	Government Security	Aaa	2.00%	1.62%	500,000	4,961	504,961	505,460	499
09/14/22	Int'l Amer. Development Bank CUSIP #4581X0CZ9	12/18/17	Supranational Security	Aaa	1.75%	2.23%	500,000	(6,347)	493,653	501,170	7,517
10/05/22	Federal Farm Credit Bank CUSIP #3135G0T78	01/18/18	Government Security	Aaa	2.00%	2.30%	500,000	(4,112)	495,888	505,375	9,487
11/28/22	Bank of New England Salem, NH	07/26/19	Certificate of Deposit	n/a	2.05%	2.05%	245,000	n/a	245,000	246,622	1,622
01/18/23	Int'l Amer. Development Bank CUSIP #4581X0DA3	01/18/18	Supranational Security	Aaa	2.50%	2.46%	500,000	533	500,533	511,900	11,367
01/18/23	Int'l Amer. Development Bank CUSIP #4581X0DA3	12/06/18	Supranational Security	Aaa	2.50%	2.90%	500,000	(5,758)	494,242	511,900	17,658
02/21/23	Merrick Bank South Jordan, UT	12/18/18	Certificate of Deposit	n/a	3.35%	3.35%	245,000	n/a	245,000	256,370	11,370
03/10/23	Federal Farm Credit Bank CUSIP #3130ADMX7	03/16/18	Government Security	Aaa	2.50%	2.71%	500,000	(3,176)	496,824	513,480	16,656
04/11/23	Federal Farm Credit Bank CUSIP #3133EJKN8	04/11/18	Government Security	Aaa	2.70%	2.71%	500,000	(172)	499,828	516,970	17,142
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	253,705	8,705
05/08/23	Old Missouri Bank Springfield, MO	05/06/19	Certificate of Deposit	n/a	2.50%	2.50%	100,000	n/a	100,000	102,175	2,175
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	255,481	10,481
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	256,525	11,525

CITY OF ATASCADERO
INVESTMENT REPORT
December 31, 2019

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
07/31/23	Medallion Bank Salt Lake City, UT	07/31/18	Certificate of Deposit	n/a	3.25%	3.25%	\$ 245,000	n/a	\$ 245,000	\$ 257,032	12,032
07/31/23	Int'l Finance Corporation CUSIP #45950KCP3	09/12/18	Supranational Security	Aaa	2.88%	2.90%	500,000	(425)	499,575	519,710	20,135
08/01/23	Discover Bank Wilmington, DE	08/01/18	Certificate of Deposit	n/a	3.35%	3.35%	245,000	n/a	245,000	257,840	12,840
09/26/23	MidSouth Bank Lafayette, LA	09/26/18	Certificate of Deposit	n/a	3.10%	3.10%	245,000	n/a	245,000	256,184	11,184
09/27/23	Int'l Bank for Recon & Develop CUSIP #459058GL1	02/06/19	Supranational Security	Aaa	3.00%	2.55%	500,000	8,019	508,019	523,450	15,431
11/06/23	Federal Farm Credit Bank CUSIP #3133EJQ85	11/06/18	Government Security	n/a	3.05%	3.06%	500,000	(145)	499,855	526,185	26,330
11/08/23	Morgan Stanley Private Bank New York, NY	11/08/18	Certificate of Deposit	n/a	3.55%	3.55%	245,000	n/a	245,000	259,898	14,898
01/30/24	First Premier Bank Sioux Falls, SD	01/30/19	Certificate of Deposit	n/a	2.95%	2.95%	245,000	n/a	245,000	255,569	10,569
02/22/24	Bank of Delight Delight, AR	02/22/19	Certificate of Deposit	n/a	2.85%	2.85%	245,000	n/a	245,000	254,717	9,717
03/08/24	Federal Home Loan Bank CUSIP #3130AB3H7	03/07/19	Government Security	Aaa	2.38%	2.58%	750,000	(6,065)	743,935	772,065	28,130
03/27/24	First National Bank East Lansing, MI	03/27/19	Certificate of Deposit	n/a	2.75%	2.75%	245,000	n/a	245,000	253,832	8,832
04/26/24	Mainstreet Bank Fairfax, VA	05/01/19	Certificate of Deposit	n/a	2.60%	2.60%	245,000	n/a	245,000	252,375	7,375
05/13/24	Federal Farm Credit Bank CUSIP #3133EKLBO	05/13/19	Government Security	Aaa	2.31%	2.32%	500,000	(145)	499,855	511,915	12,060
05/16/24	Enterprise Bank Allison Park, PA	05/16/19	Certificate of Deposit	n/a	2.60%	2.60%	245,000	n/a	245,000	252,377	7,377
06/26/24	Commerce Bank Geneva, MN	06/26/19	Certificate of Deposit	n/a	2.30%	2.30%	245,000	n/a	245,000	249,288	4,288

**CITY OF ATASCADERO
INVESTMENT REPORT
December 31, 2019**

MATURITY DATE	DESCRIPTION (ISSUER)	PURCHASE DATE	INVESTMENT TYPE	INVESTMENT RATING	STATED % RATE	YIELD	FACE VALUE	PREMIUM/ (DISCOUNT)	COST OF INVESTMENT	MARKET VALUE	UNREALIZED GAIN / (LOSS)
07/26/24	Abacus Federal Savings New York, NY	07/26/19	Certificate of Deposit	n/a	2.00%	2.00%	\$ 245,000	n/a	\$ 245,000	\$ 246,049	\$ 1,049
08/01/24	Federal Farm Credit Bank CUSIP 3133EJM55	07/24/19	Government Security	Aaa	3.25%	1.92%	427,000	24,668	451,668	454,956	3,288
08/19/24	CF Bank Worthington, OH	08/19/19	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	244,356	(644)
08/28/24	Genoa Banking Company Genoa, OH	08/28/19	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	243,777	(1,223)
08/28/24	Int'l Bank for Recon & Develop CUSIP #459056HV2	10/18/19	Supranational Security	Aaa	1.50%	1.62%	500,000	(2,647)	497,353	494,450	(2,903)
08/30/24	Preferred Bank Los Angeles, CA	08/30/19	Certificate of Deposit	n/a	1.85%	1.85%	245,000	n/a	245,000	244,314	(686)
09/20/24	Bank of Deerfield Deerfield, WI	09/20/19	Certificate of Deposit	n/a	1.70%	1.70%	245,000	n/a	245,000	242,579	(2,421)
11/08/24	Raymond James Bank St. Petersburg, FL	11/08/19	Certificate of Deposit	n/a	1.80%	1.80%	245,000	n/a	245,000	243,483	(1,517)
Total Funds Managed by the City							<u>44,217,274</u>	<u>21,334</u>	<u>44,238,608</u>	<u>44,637,332</u>	<u>398,724</u>
<u>Funds Managed by Fiscal Agent</u>											
n/a	BNY Western Trust Hamilton Treas. Money	n/a	Treasury Fund	Aaa	n/a	1.09%	1,430,066	n/a	1,430,066	1,430,066	-
n/a	BNY Western Trust Hamilton Treas. Money	n/a	Treasury Fund	Aaa	n/a	0.88%	869,606	n/a	869,606	869,607	1
Total Funds Managed by Fiscal Agent							<u>2,299,672</u>	<u>n/a</u>	<u>2,299,672</u>	<u>2,299,673</u>	<u>1</u>
							<u>\$ 46,516,946</u>	<u>\$ 21,334</u>	<u>\$ 46,538,280</u>	<u>\$ 46,937,005</u>	<u>\$ 398,725</u>

Average Maturity of Total Portfolio 646 Days

Weighted Average Yield of Total Portfolio 2.07%

Certification:

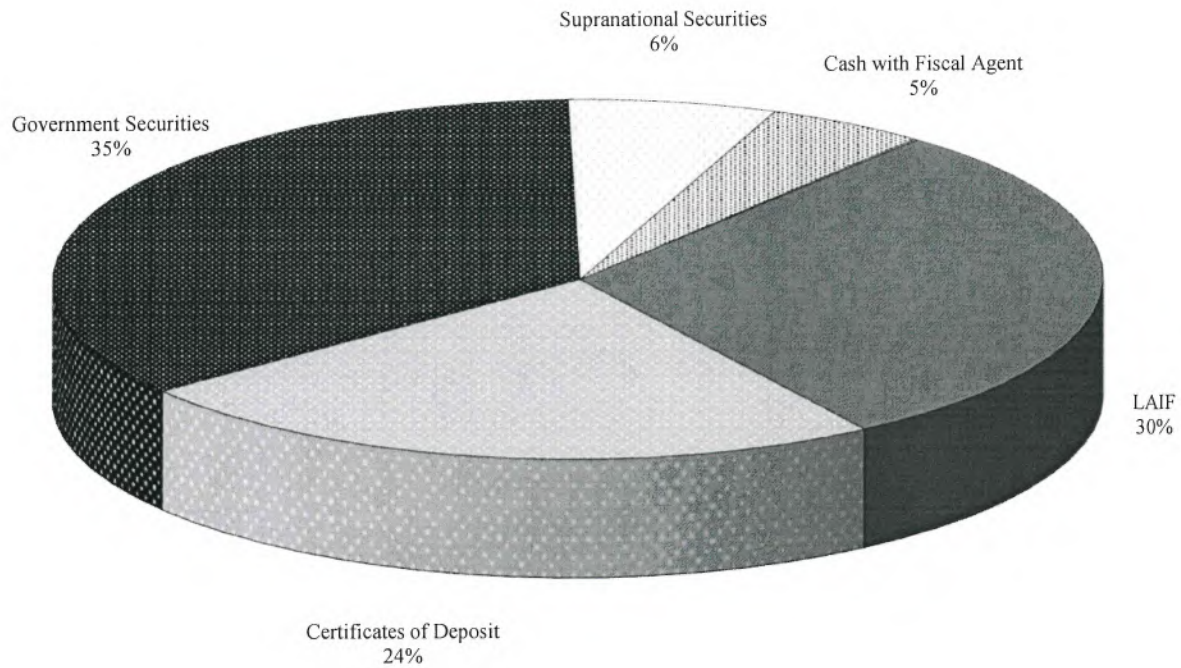
It has been verified that this investment portfolio is in conformity with the City of Atascadero's investment policy, which was approved by the City Council on November 28, 2017.
The City Treasurer certifies that there is sufficient liquidity to meet the City of Atascadero's estimated future expenditures for a period of six months.

Verified by: J. Rangel
Jeri Rangel - Director of Administrative Services

Approved by: Gere Sibbach
Gere Sibbach - City Treasurer

City of Atascadero
Investments by Type
December 2019

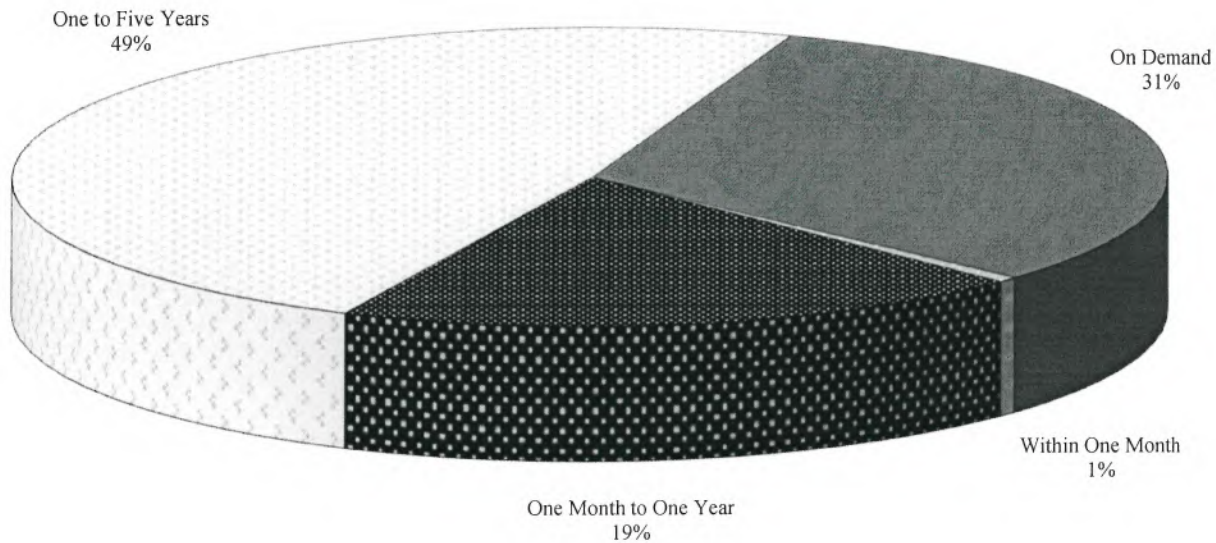
ITEM NUMBER: A-3
DATE: 02/25/20



Investment	December 2019
LAIF	\$ 13,862,520
Certificates of Deposit	10,985,000
Government Securities	16,344,282
Supranational Securities	2,991,052
Cash with Fiscal Agent	2,299,672
Other	55,754
	<u>\$ 46,538,280</u>

City of Atascadero
Investments by Maturity *
December 2019

ITEM NUMBER: A-3
DATE: 02/25/20

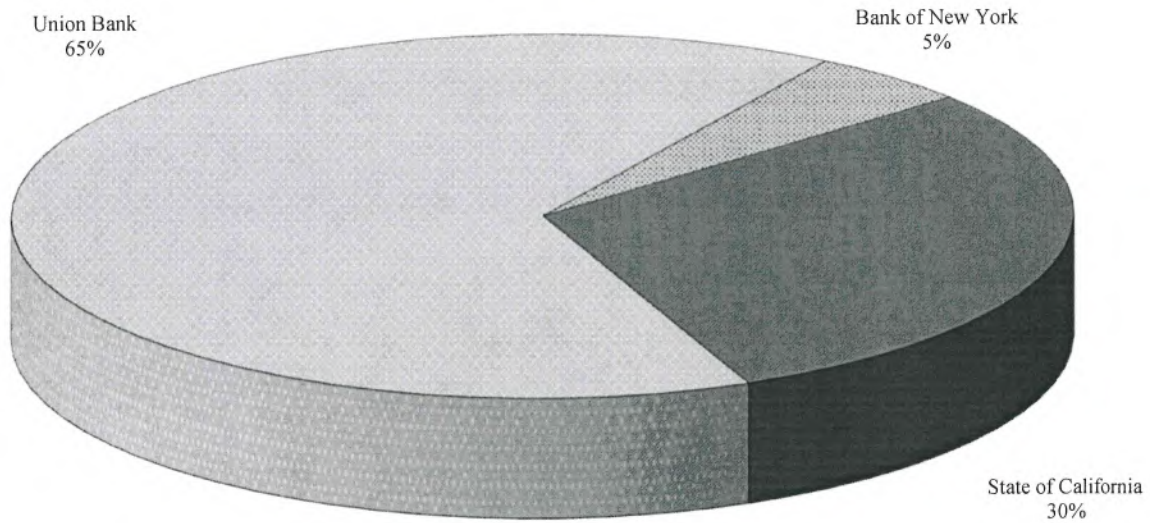


Investment	December 2019
On Demand	\$ 13,918,274
Within One Month	245,000
One Month to One Year	8,601,097
One to Five Years	21,474,237
	<u>\$ 44,238,608</u>

* 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.

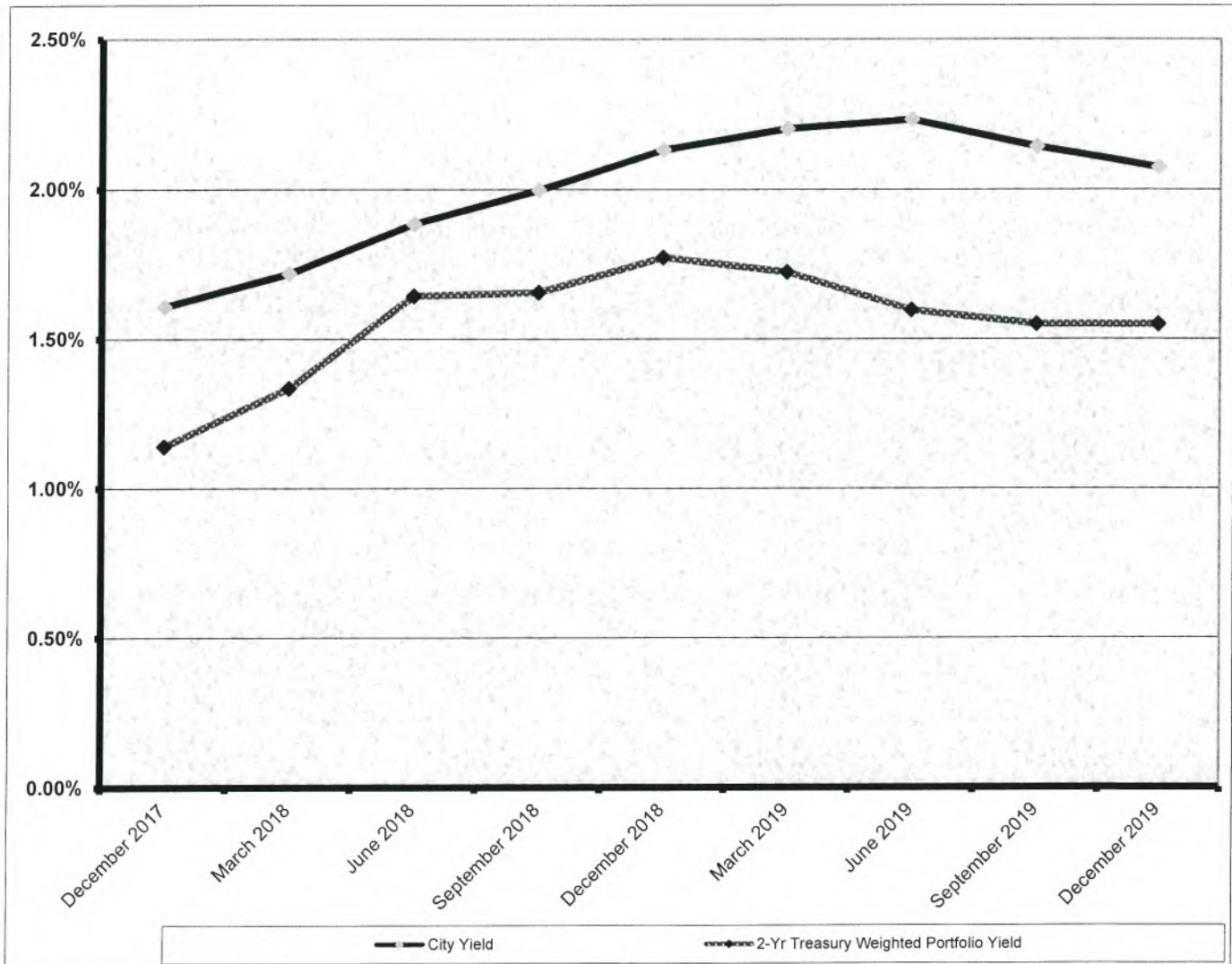
City of Atascadero
Investments by Custodial Agent
December 2019

ITEM NUMBER: A-3
DATE: 02/25/20



<u>Custodial Agent</u>	<u>December 2019</u>
State of California	\$ 13,862,520
Union Bank	30,376,088
Bank of New York	<u>2,299,672</u>
	<u>\$ 46,538,280</u>

City of Atascadero
Investment Yield vs. 2-Year Treasury Yield
For the Quarter Ended December 31, 2019



	City Yield	2-Yr Treasury Weighted Portfolio Yield
December 2017	1.61%	1.14%
March 2018	1.72%	1.33%
June 2018	1.88%	1.64%
September 2018	2.00%	1.66%
December 2018	2.13%	1.77%
March 2019	2.20%	1.72%
June 2019	2.23%	1.60%
September 2019	2.14%	1.55%
December 2019	2.07%	1.55%



Atascadero City Council

Staff Report – City Manager’s Office

Amendment to 2019-2020 Salary Schedule to include Office Assistant II Classification and Approval of Minor Staffing Adjustment

RECOMMENDATIONS:

Council:

1. Effective July 1, 2019, amend the Salary Schedule for Fiscal Year 2019-2020 to include the Office Assistant II position as follows:

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Office Assistant II	\$3,145.85	\$3,303.14	\$3,468.30	\$3,641.72	\$3,823.81

2. Authorize City Manager to execute a Side Letter with the SEIU MOU adding Office Assistant II at the salary range shown above.
3. Concur with Office Assistant staffing adjustment as recommended by the City Manager.

DISCUSSION:

City staff continues to look for better and more efficient ways to deliver many and varied City services in a cost-effective manner. At the core of this continual improvement are the City employees who perform these services. The City is very fortunate to have recruited and retained highly skilled and highly professional persons that keep the City running, and organizing personnel for each department is an important component of optimizing City services and functions.

In order to continue to retain and promote growth among current City Employees, the City is proposing to add the position of Office Assistant II to the current Salary Schedule. Currently, only the positions of Office Assistant I and Office Assistant III are listed in the SEIU MOU as well as the City’s current Salary Schedule. Per the City’s Municipal code, the City Council must concur with any staffing adjustment proposed by the City Manager. The City currently has one authorized Office Assistant I position. In order retain and attract the caliber of employee that the City depends on to provide quality services, a reclassification of the Office Assistant I to an Office Assistant II is being considered.

Adding the Office Assistant II position would allow current employees to continue to grow and take on added responsibilities.

FISCAL IMPACT:

The proposed changes will have a fiscal impact of approximately \$4,200 annually.

ATTACHMENT:

Updated 2019-2020 Salary Schedule

MONTHLY SALARY
Effective July 1, 2019

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk I	\$ 3,069.13	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56
Account Clerk II	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94
Accounting Specialist- Confidential	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97	\$ 5,525.07	\$ 5,801.32
Administrative Assistant	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27
Administrative Assistant- Confidential	\$ 4,329.04	\$ 4,545.49	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97
Administrative Services Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
Administrative Support Assistant	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59
Assistant Planner	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50
Associate Civil Engineer/Storm Water Manager	\$ 6,395.94	\$ 6,715.74	\$ 7,051.53	\$ 7,404.11	\$ 7,774.32
Associate Planner	\$ 5,380.48	\$ 5,649.50	\$ 5,931.98	\$ 6,228.58	\$ 6,540.01
Building Inspector I	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48
Building Inspector II	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50	\$ 5,931.98
Building Maintenance Specialist	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59
Capital Projects Manager	\$ 5,525.06	\$ 5,801.31	\$ 6,091.38	\$ 6,395.95	\$ 6,715.75
City Manager	\$ 12,757.43	\$ 13,395.30	\$ 14,065.07	\$ 14,768.32	\$ 15,506.74
Code Enforcement Officer	\$ 4,401.15	\$ 4,621.21	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62
Community Development Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
Community Services Officer	\$ 3,448.42	\$ 3,620.84	\$ 3,801.88	\$ 3,991.97	\$ 4,191.57
Deputy Administrative Services Director	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Deputy City Manager	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Deputy Community Development Director	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74	\$ 9,814.08
Deputy Community Development Director / Building Official / Economic Development Director	\$ 9,124.23	\$ 9,580.44	\$ 10,059.46	\$ 10,562.43	\$ 11,090.55
Deputy Public Works Director	\$ 7,689.59	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74
Finance Technician	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27
Finance Technician- Confidential	\$ 4,329.04	\$ 4,545.49	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97
Fire Battalion Chief	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74	\$ 9,814.08
Fire Captain	\$ 7,028.67	\$ 7,380.10	\$ 7,749.11	\$ 8,136.57	\$ 8,543.40
Fire Captain/ Haz Mat Specialist	\$ 7,169.24	\$ 7,527.70	\$ 7,904.09	\$ 8,299.29	\$ 8,714.25
Fire Captain/Paramedic	\$ 7,731.54	\$ 8,118.12	\$ 8,524.03	\$ 8,950.23	\$ 9,397.74
Fire Captain/Paramedic/HazMat Specialist	\$ 7,872.11	\$ 8,265.72	\$ 8,679.01	\$ 9,112.96	\$ 9,568.61
Fire Chief	\$ 11,079.30	\$ 11,633.27	\$ 12,214.93	\$ 12,825.68	\$ 13,466.96
Fire Engineer	\$ 5,923.54	\$ 6,219.72	\$ 6,530.71	\$ 6,857.25	\$ 7,200.11
Fire Engineer/ Haz Mat Specialist	\$ 6,042.01	\$ 6,344.11	\$ 6,661.32	\$ 6,994.39	\$ 7,344.11
Fire Engineer/OIC	\$ 6,042.01	\$ 6,344.11	\$ 6,661.32	\$ 6,994.39	\$ 7,344.11
Fire Engineer/OIC/Haz Mat Specialist	\$ 6,162.85	\$ 6,470.99	\$ 6,794.54	\$ 7,134.27	\$ 7,490.98
Fire Engineer/OIC/Paramedic	\$ 6,646.21	\$ 6,978.52	\$ 7,327.45	\$ 7,693.82	\$ 8,078.51
Fire Engineer/OIC/Paramedic/HazMat Specialist	\$ 6,767.05	\$ 7,105.40	\$ 7,460.67	\$ 7,833.70	\$ 8,225.39
Fire Engineer/Paramedic	\$ 6,515.89	\$ 6,841.68	\$ 7,183.76	\$ 7,542.95	\$ 7,920.10
Fire Engineer/Paramedic/HazMat Specialist	\$ 6,634.36	\$ 6,966.08	\$ 7,314.38	\$ 7,680.10	\$ 8,064.11
Fire Marshal	\$ 7,028.67	\$ 7,380.10	\$ 7,749.11	\$ 8,136.57	\$ 8,543.40
Fire Marshal / Haz Mat Specialist	\$ 7,169.24	\$ 7,527.70	\$ 7,904.09	\$ 8,299.29	\$ 8,714.25
Firefighter	\$ 5,507.14	\$ 5,782.50	\$ 6,071.63	\$ 6,375.21	\$ 6,693.97
Firefighter/FEO	\$ 5,617.28	\$ 5,898.14	\$ 6,193.05	\$ 6,502.70	\$ 6,827.84
Firefighter/ Haz Mat Specialist	\$ 5,617.28	\$ 5,898.14	\$ 6,193.05	\$ 6,502.70	\$ 6,827.84
Firefighter/FEO/Haz Mat Specialist	\$ 5,729.63	\$ 6,016.11	\$ 6,316.92	\$ 6,632.77	\$ 6,964.41
Firefighter/FEO/Paramedic	\$ 6,179.01	\$ 6,487.96	\$ 6,812.36	\$ 7,152.98	\$ 7,510.63
Firefighter/FEO/Paramedic/HazMat Specialist	\$ 6,291.36	\$ 6,605.93	\$ 6,936.23	\$ 7,283.04	\$ 7,647.19
Firefighter/Paramedic	\$ 6,057.85	\$ 6,360.74	\$ 6,678.78	\$ 7,012.72	\$ 7,363.36

MONTHLY SALARY
Effective July 1, 2019

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Firefighter/Paramedic/HazMat Specialist	\$ 6,168.00	\$ 6,476.40	\$ 6,800.22	\$ 7,140.23	\$ 7,497.24
Information Technology Director	\$ 6,883.64	\$ 7,227.82	\$ 7,589.21	\$ 7,968.67	\$ 8,367.10
Inspector	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48
Lead Zookeeper	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59	\$ 4,534.52
Maintenance Worker I	\$ 3,145.85	\$ 3,303.14	\$ 3,468.30	\$ 3,641.72	\$ 3,823.81
Maintenance Worker II	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59
Office Assistant I	\$ 2,922.98	\$ 3,069.13	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91
Office Assistant II	\$ 3,145.85	\$ 3,303.14	\$ 3,468.30	\$ 3,641.72	\$ 3,823.81
Office Assistant III	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94
Personnel Specialist- Confidential	\$ 4,772.76	\$ 5,011.40	\$ 5,261.97	\$ 5,525.07	\$ 5,801.32
Police Chief	\$ 11,079.30	\$ 11,633.27	\$ 12,214.93	\$ 12,825.68	\$ 13,466.96
Police Corporal	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43	\$ 7,378.80
Police Corporal - Intermediate POST	\$ 6,222.33	\$ 6,533.45	\$ 6,860.12	\$ 7,203.13	\$ 7,563.29
Police Corporal- Advanced POST	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43	\$ 7,378.80	\$ 7,747.74
Police Lieutenant	\$ 8,074.07	\$ 8,477.77	\$ 8,901.66	\$ 9,346.74	\$ 9,814.08
Police Officer	\$ 5,506.18	\$ 5,781.49	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79
Police Officer - Advanced POST	\$ 5,781.49	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43
Police Officer - Intermediate POST	\$ 5,643.83	\$ 5,926.02	\$ 6,222.32	\$ 6,533.44	\$ 6,860.11
Police Level 3 Reserve Officer	\$ 5,506.18	\$ 5,781.49			
Police Officer Recruit	\$ 4,293.79	\$ -	\$ -	\$ -	\$ -
Police Records Technician	\$ 3,620.84	\$ 3,801.88	\$ 3,991.97	\$ 4,191.57	\$ 4,401.15
Police Sergeant	\$ 6,893.73	\$ 7,238.42	\$ 7,600.34	\$ 7,980.36	\$ 8,379.38
Police Sergeant - Advanced POST	\$ 7,066.07	\$ 7,419.37	\$ 7,790.34	\$ 8,179.86	\$ 8,588.85
Police Sergeant - Supervisory POST	\$ 7,238.42	\$ 7,600.34	\$ 7,980.36	\$ 8,379.38	\$ 8,798.35
Property Evidence Specialist	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09	\$ 5,754.09
Property Evidence Specialist - EMD	\$ 4,783.90	\$ 5,023.10	\$ 5,274.26	\$ 5,537.97	\$ 5,814.87
Property Evidence Specialist - EMD with Longevity	\$ 5,020.60	\$ 5,271.63	\$ 5,535.21	\$ 5,811.97	\$ 6,102.57
Property Evidence Specialist with Longevity	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09	\$ 5,754.09	\$ 6,041.79
Public Works Director	\$ 9,814.08	\$ 10,304.78	\$ 10,820.02	\$ 11,361.02	\$ 11,929.07
Public Works Inspector	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50
Public Works Operations Manager	\$ 5,946.35	\$ 6,243.67	\$ 6,555.85	\$ 6,883.64	\$ 7,227.82
Recreation Coordinator	\$ 4,015.00	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26
Recreation Supervisor	\$ 4,892.08	\$ 5,136.68	\$ 5,393.51	\$ 5,663.19	\$ 5,946.35
Senior Building Maintenance Specialist	\$ 4,015.00	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26
Senior Maintenance Worker	\$ 4,015.00	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26
Senior Planner	\$ 5,931.98	\$ 6,228.58	\$ 6,540.01	\$ 6,867.01	\$ 7,210.36
Senior Property Evidence Specialist	\$ 5,480.08	\$ 5,754.09	\$ 6,041.80	\$ 6,343.89	\$ 6,661.08
Senior Property Evidence Specialist - EMD	\$ 5,530.08	\$ 5,806.59	\$ 6,096.92	\$ 6,401.77	\$ 6,721.86
Senior Property Evidence Specialist - EMD with Longevity	\$ 5,804.09	\$ 6,094.29	\$ 6,399.00	\$ 6,718.95	\$ 7,054.90
Senior Property Evidence Specialist with Longevity	\$ 5,754.09	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12
Senior Technical Support Specialist	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50
Support Services Lead Technician	\$ 4,621.21	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62	\$ 5,617.10
Support Services Lead Technician - EMD	\$ 4,671.21	\$ 4,904.77	\$ 5,150.01	\$ 5,407.51	\$ 5,677.89
Support Services Lead Technician - EMD with Longevity	\$ 4,902.27	\$ 5,147.38	\$ 5,404.75	\$ 5,674.99	\$ 5,958.74
Support Services Lead Technician with Longevity	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62	\$ 5,617.10	\$ 5,897.96
Support Services Supervisor	\$ 5,754.09	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12
Support Services Supervisor - EMD	\$ 5,804.09	\$ 6,094.29	\$ 6,399.00	\$ 6,718.95	\$ 7,054.90
Support Services Supervisor - EMD with Longevity	\$ 6,091.79	\$ 6,396.38	\$ 6,716.20	\$ 7,052.01	\$ 7,404.61
Support Services Supervisor with Longevity	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12	\$ 7,343.83
Support Services Technician	\$ 4,293.79	\$ 4,508.48	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13

MONTHLY SALARY

Effective July 1, 2019

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Support Services Technician - EMD	\$ 4,343.79	\$ 4,560.98	\$ 4,789.03	\$ 5,028.48	\$ 5,279.90
Support Services Technician - EMD with Longevity	\$ 4,558.48	\$ 4,786.40	\$ 5,025.72	\$ 5,277.01	\$ 5,540.86
Support Services Technician with Longevity	\$ 4,508.48	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09
Systems Administrator III	\$ 5,931.98	\$ 6,228.58	\$ 6,540.01	\$ 6,867.01	\$ 7,210.36
Technical Support Specialist II	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27
WWTP Operator I	\$ 3,823.81	\$ 4,015.00	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87
WWTP Operator II	\$ 4,215.75	\$ 4,426.54	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27
WWTP Operator III	\$ 4,647.87	\$ 4,880.26	\$ 5,124.27	\$ 5,380.48	\$ 5,649.50
WWTP Operator in Training	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94
Zoo Director	\$ 6,808.64	\$ 7,149.07	\$ 7,506.52	\$ 7,881.85	\$ 8,275.94
Zoo Education Curator	\$ 3,222.59	\$ 3,383.72	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09
Zookeeper I	\$ 3,145.85	\$ 3,303.14	\$ 3,468.30	\$ 3,641.72	\$ 3,823.81
Zookeeper II	\$ 3,552.91	\$ 3,730.56	\$ 3,917.09	\$ 4,112.94	\$ 4,318.59



Atascadero City Council

Staff Report - City Attorney

Proposed First Amended Marketing Agreement With Cliff Branch and James Smith for Billboards and First Amendment to Ground Lease

RECOMMENDATION:

Council approve Proposed First Amended Marketing Agreement with Cliff Branch and James Smith for Billboards and First Amendment to Ground Lease.

DISCUSSION:

Background

On August 12, 2003, the former Atascadero Community Redevelopment Agency ("Agency") entered into a Marketing Agreement with the Carlton LLC with regard to three billboards ("Billboards") at the following locations:

- Billboard # 1 located at 2650 El Camino Real, Atascadero, CA (APN 049-201-014)
- Billboard #2 located at 8981 La Lina Street, Atascadero, CA (APN 056-051-029)
- Billboard #3 located at 1516 El Camino Real Atascadero, CA (APN049-131-073)

The Billboards are approximately 14 feet high by 40 feet wide.

On May 12, 2009, the Atascadero Community Redevelopment Agency ("Agency") adopted Resolution No RA 2009-1 approving the transfer of the Marketing Agreement from the Carlton Hotel Investments, LLC to Clifford Branch, Trustee of the Clifford Branch Trust dated January 11, 2006 as to an undivided 50% ("Branch") and James E Smith, Trustee of the James E Smith Law Firm 401K Profit Sharing Plan as to an undivided 50% ("Smith").

On March 23, 2010, the Agency entered into a Marketing Agreement with Branch/Smith which allowed the City to include a message on the side of five faces of the Billboards in a space of 14 feet by 8 feet. This current Marketing Agreement has a term through August 12, 2028 and an option for Branch/Smith to extend the term to August 12, 2038.

Proposed First Amended Marketing Agreement

Branch/Smith have proposed that the City consider an amendment to the existing Marketing Agreement which would allow the City the right to use, instead of the 14 feet by 8 foot portion of the 5 Billboard faces, the entire 14 foot by 40 foot southern face of

Billboard #2 which is located near Cubaril on the eastside of the 101 Freeway and would be visible to traffic travelling northbound on the 101. The property address is 8981 La Lina Street and is owned by Donald D. Messer and Linda Tarbell Messer, Trustees of the Messer Family Trust dated March 15, 2011 ("Messers").

A copy of the proposed First Amended Marketing Agreement for Billboards with Branch/Smith is included as Attachment 1. The First Amended Marketing Agreement requires that Branch/Smith maintain the Billboards. The City will be responsible for reimbursing Branch/Smith for the lease costs and maintenance of Billboard #2 in the amount of \$350 per month which will increase by \$12 a month each year. Branch/Smith will have the option extend the term of the proposed Marketing Agreement through August 12, 2050.

The proposed First Amended Marketing Agreement includes several restrictions on what Branch/Smith can allow for advertisers on the five faces of the Billboards which includes the following in Section 6 "Restrictions on Advertising":

A. Branch/Smith agree not to allow any advertising of:

1. Tobacco
2. Pornography
3. Profanity
4. All cannabis products
5. Any CBD advertising that identifies any address, telephone number, logo or website where cannabis is sold
6. Vaping or other smoking devices and products
7. Massage Parlors
8. Adult entertainment, businesses, products, and/or services which are "X" rated or the equivalent of an "X" rating.

B. Branch/Smith also agree not to advertise the following unless approved in advance and in writing by the City Manager in his/her sole discretion:

1. Any other city or county, other than the City of Atascadero, except that Branch/Smith may advertise businesses and their products, services, or messages that may be located in or do business in other cities or counties.
2. Any product or service which cannot be purchased by persons under age 18 years, except those expressly allowed in Section 6 C of this agreement below.

C. Branch/Smith may advertise the following local alcoholic beverages when the alcoholic beverage is produced or the business is located in San Luis Obispo County: wine, wine tasting rooms, vineyards, craft breweries, and craft beer.

Ground Lease

Branch/Smith currently have a Ground Lease with the Messers which allows Billboard #2 to be placed on the Messer property. In order to allow for the City to have access to Billboard #2, the Ground Lease needs to be amended to add the City as a party. A proposed First Amendment to the Ground Lease is included as Attachment 2.

FISCAL IMPACT:

The fiscal impact will be approximately \$4,200 a year in budgeted funds for lease and maintenance costs for the City's Billboard Face; and an estimated \$1,000 for printing and installation every time the City chooses to change its billboard.

ALTERNATIVES:

1. Council may choose to keep the current Marketing Agreement in effect.
2. Other action as directed by the Council.

ATTACHMENTS:

1. Proposed First Amended Marketing Agreement
2. Proposed First Amendment to the Ground Lease

FIRST AMENDED MARKETING AGREEMENT BETWEEN THE CITY OF ATASCADERO COMMUNITY REDEVELOPMENT AGENCY OF AND CLIFFORD BRANCH, TRUSTEE OF THE CLIFFORD BRANCH TRUST DATED JANUARY 11, 2006 AS TO AN UNDIVIDED 50% AND JAMES E SMITH, TRUSTEE OF THE JAMES E SMITH LAW FIRM 401K PROFIT SHARING PLAN AS TO AN UNDIVIDED 50%

This First Amended Marketing Agreement, ("Agreement") is made ~~on March 23, 2010~~, by and between the City of Atascadero Community Redevelopment Agency ("City") and Clifford Branch, Trustee of the Clifford Branch Trust dated January 11, 2006 as to an undivided 50% ("Branch") and James E Smith, Trustee of the James E Smith Law Firm 401K Profit Sharing Plan as to an undivided 50% ("Smith") Branch and Smith will be collectively referred to in this Agreement as "Branch/Smith" The AgencyCity and Branch/Smith will be collectively referred to in this Agreement as the "Parties." The effective date of this Agreement will be the date the Agreement is signed by the City ("Effective Date").

Section 1.

A. Termination of Marketing Agreement of August 12, 2003

On May 12, 2009, the Atascadero Community Redevelopment Agency ("Agency") adopted Resolution No RA 2009-1 approving the transfer of a Marketing Agreement that was entered into by the Agency with the Carlton LLC on August 12, 2003, a true copy of said Resolution is attached as Exhibit 1 to this Agreement and hereby incorporated by reference. The Marketing Agreement of August 12, 2003 is attached to the Resolution as Exhibit A. The transfer approved by the Resolution was from the Carlton Hotel Investments, LLC to Clifford Branch, Trustee of the Clifford Branch Trust dated January 11, 2006 as to an undivided 50% and James E Smith, Trustee of the James E Smith Law Firm 401K Profit Sharing Plan as to an undivided 50%. The transfer was approved by

the Agency pursuant to Paragraph 4 of the Agreement. ~~The Parties hereby agree~~The Agency and Branch/Smith agreed to terminate the Marketing Agreement of August 12, 2003 which termination ~~shall become~~ became effective upon the execution of ~~this~~the March 23, 2010 Agreement by ~~all parties~~the Agency and Branch/Smith. The Agency has been dissolved pursuant to the requirements of state law and the City is the Successor Agency to the Agency.

B. Marketing Agreement of March 23, 2010 Superseded. This Agreement shall supersede the March 23, 2010 Agreement between the Agency and Branch/Smith.

Section 1. Section 2. Billboards

Pursuant to the terms of the Marketing Agreement of August 12, 2003, Carlton Hotel Investments, LLC obtained sites, all entitlements including but not limited to State and local permits, and provided for the construction, maintenance and ownership and/or leasehold of three highway-advertising billboards designated as Billboards 1, 2 and 3. Each billboard has two faces, a northbound face and southbound face. Each billboard face is a maximum of fourteen (14) feet in height, forty (40) feet in width and the structure is a maximum of thirty-five (35) feet in height and these dimension restrictions shall also apply to this Agreement. The three Billboards are described as follows:

A. Billboard # 1 was constructed on property located at 2650 El Camino Real, Atascadero, CA (APN 049-201-014).

B. Billboard #2 was constructed along State Highway ~~40-4~~101 in the southerly portion of the City on property located at 8981 La Lina Street, Atascadero, CA (APN 056-051-029).

C. Billboard #3 was constructed along State Highway 101 in the northern portion of the City on property located at 1516 El Camino Real Atascadero, CA (APN049-131-073).

Section 2. Section 3. Term of Agreement

A. Initial Term: and First Option Term.

The initial term of ~~this the March 23, 2010~~ Agreement ~~shall be~~ was originally for a period of March 23, 2010 to August 12, 2018 ~~-, and Tenant exercised Tenant's option to extend the Initial Term to terminate on August 12, 2028 (collectively,~~ the "Initial Term").

B. Options to Extend Initial Term.

Branch/Smith shall have the option to extend in writing the Initial Term ~~for two (2) as follows: (i) one~~ successive ~~term~~ term of ten (10) years ~~each~~ commencing on August 13, 2028, and terminating on August 12, 2038; and (ii) one successive term of twelve (12) years commencing on August 13, 2038, and terminating on August 12, 2050. Any option to extend must be exercised prior to the expiration of an extended term.

C. Termination of Agreement.

This Agreement may be terminated for the following reasons:

1. Upon loss of State entitlements for any Billboards. If Branch/Smith lose State entitlements for any of the billboards, then this Agreement shall terminate as to each Billboard for which State entitlement is lost.
2. Upon written agreement by the Parties.
3. Upon order or judgment of a court of competent jurisdiction.

~~Section 3.~~Section 4. Status of Billboards Upon Expiration of Term of Agreement or Upon Termination of Agreement.

A. Upon the expiration or termination of this Agreement, Branch/Smith, at their sole expense, shall remove the Billboards, including the Billboard faces and any supporting structures, lighting and other improvements, in their entirety, no later than ~~90~~120 days following said expiration or termination. Notwithstanding the above, the below ground structure of the Billboards shall be removed entirely down to a level of three feet below the existing grade, and then the remaining hole shall be filled and re-compacted with the same material that exists above grade.

B. The Parties, at their sole discretion, may enter into a new Marketing Agreement upon the expiration or termination of this Agreement provided that the Parties are able to agree upon the terms of a new Agreement. Nothing in this Agreement requires any of the Parties to enter into a new Agreement upon the expiration or termination of this Agreement.

~~Section 4.~~Section 5. Maintenance of Billboard Faces and Structure

The Billboard Faces and Structure, including both sides of all three Billboards, shall be maintained at all times in good condition, reasonable wear and tear excepted, by Branch/Smith at their sole expense. Notwithstanding the foregoing, the parties agree that the vinyl advertising display on the City's Billboard Face shall be the City's sole cost and expense to maintain at all times in good condition, reasonable wear and tear excepted.

~~Section 5.~~ Section 6. Restrictions on Advertising

A. Branch/Smith agree not to allow any advertising of:

1. Tobacco;

2. Pornography;

3. Profanity, ~~and Alcoholic Beverages (except Wine, Winery Tasting Rooms or Vineyards)~~ on

4. All cannabis products

5. Any CBD advertising that identifies any ~~sign face~~ address, telephone number, logo or website where cannabis is sold

6. Vaping or other smoking devices and products

7. Massage Parlors

8. Adult entertainment, businesses, products, and/or services which are "X" rated or the equivalent of an "X" rating.

B. Branch/Smith also agree not to advertise ~~any~~ the following unless approved in advance and in writing by the City Manager in his/her sole discretion:

1. Any other city or county, other ~~than~~ the City of Atascadero, ~~without the prior written approval of the Agency except~~ except that Branch/Smith may advertise businesses and their products, services, or messages that may be located in or do business in other cities or counties.

~~A. Agency agrees not to sell any advertising space on any of the billboards without the prior written approval of Branch/Smith.~~

2. Any product or service which cannot be purchased by persons under age 18 years, except those expressly allowed in Section 6C of this agreement below.

C. Branch/Smith may advertise the following local alcoholic beverages when the alcoholic beverage is produced or the business is located in San Luis Obispo County: wine, wine tasting rooms, vineyards, craft breweries, and craft beer.

~~Section 6.~~Section 7. Lighting of Billboards

A. Any illumination of signs on the Billboards shall be installed under the sign, diverted upward and shall be confined to the billboard face and shall not cause any glare to vehicular traffic or other properties. All costs of illumination shall be paid by Branch/Smith. Illumination systems shall be kept in good working order at least for dusk-to-midnight illumination. However, Branch/Smith may, at their sole discretion, illuminate the signs on the Billboards after midnight.

B. Unless agreed to in advance and in writing by the City Manager at his/her sole discretion, Branch/Smith at their sole cost and expense, subject to Section 11.D., shall illuminate the City Billboard Face (defined in Section 11. D below) at the same hours and times as the reverse face of the City Billboard Face covered under this agreement. At a minimum, the City Billboard Face shall be illuminated from dusk until midnight.

~~Section 7.~~Section 8. Leases with Landowners

Branch/Smith agree that the leases with the Landowners where the Billboards are located shall include the terms of this Section.

A. No Obstructions to View of Billboards.

The Landowners shall not allow any obstructions to exist which hinder the full view

of the Billboards from both the northbound and southbound lanes of Highway 101 including, but not limited to, any trees, vegetation, structures or any other obstructions.

B. Access.

The Landowners shall allow Branch/Smith access to each Billboard as necessary for: (1) the repair and maintenance of the billboards, (2) to trim any existing trees or other vegetation that may block the view of the billboards from any lane of Highway 101, and (3) Access to Branch/Smith and the AgencyCity for the installation of billboard advertising materials.

Section 8. Section 9. Assignment or Transfer

A. Except as set forth below, Branch/Smith shall not assign or transfer any interest in this Agreement, whether by assignment or otherwise, to any person without the prior express written consent of AgencyCity, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Notwithstanding anything in this Section 9 to the contrary, the parties agree that City consent is not required for the following:

1. Branch shall have the right to assign, gift, bequeath, devise, and/or otherwise transfer the Branch interest to any of the following persons or entities: (i) Smith; (ii) James E. Smith and/or Beverly Elder Smith or their family trust for estate planning purposes; (iii) Clifford Branch's spouse; (iv) Tyler Jenkins or his issue; or (v) any entity owned by Clifford Branch and any combination of any of the foregoing persons; and

2. Smith shall have the right to assign, gift, bequeath, devise, and/or otherwise transfer the Smith interest to any of the following persons or entities: (i) Branch;

(ii) Clifford Branch and/or Lynette Branch and/or their issue or their family trust for estate planning purposes; (iii) James E. Smith or Beverly Elder Smith and/or their issue; or (iv) any entity owned by James E. Smith and/or Beverly Elder Smith any combination of any of the foregoing persons.

C. If Branch/Smith wish to assign or transfer any interest in this Agreement then Branch/Smith agree to obtain the notarized written approval by the assignee or transferee agreeing to comply with the terms of this Agreement prior to the assignment or transfer and provide the City Manager with a copy of that written approval. If Branch/Smith assign or transfer any interest in this Agreement without complying with this Section 9, then this Agreement shall automatically terminate unless Branch/Smith cure this breach within 90 days after written notice from City.

D. If City wishes to assign their interest in the City Billboard Face to any person or entity, the City agrees to obtain the notarized written approval by assignee or transferee agreeing to comply with the terms of this Agreement prior to assignment or transfer and provide Branch/Smith with a copy of that written approval.

~~Section 9~~-Section 10. Indemnification

A. Branch/Smith shall indemnify, defend, and hold harmless the ~~Agency~~City, its officers, officials, agents and employees from and against any and all claims, damages, liability costs, losses, and expenses including, without limitation, to court costs and reasonable attorney's fees arising out of or in connection with the negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in this Agreement by Branch/Smith, or their employees, agents, contractors or

representatives, except for any loss or damage which was caused by the negligence or willful misconduct of the AgencyCity.

B. The AgencyCity shall indemnify, defend, and hold harmless the Smith/Branch, its officers, officials, agents and employees, permitted assignees and transferees, and the Landowners, from and against any and all claims, damages, liability costs, losses, and expenses including, without limitation, to court costs and reasonable attorney's fees arising out of or in connection with the negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in this Agreement by the AgencyCity, or its employees, agents, contractors or representatives, except for any loss or damage which was caused by the negligence or willful misconduct of the Smith/Branch.

Section 10. Section 11. Space for AgencyCity on Billboards

Branch/Smith agree ~~that to allow~~ the ~~Agency shall have the exclusive use~~ City to place, at the City's sole cost and expense, advertising or messages on Billboard #2 on the side of a portion of the six existing billboard faces at the three existing locations, at all times during the course of the Agreement, and at no cost to the Agency, except as provided by this Agreement, which portion shall consist of an area 14' high is 14 feet by 40 feet and 8' wide on these six faces of the Billboards, under the following terms is facing south and conditions.

A. ~~Branch/Smith shall pay for the cost for printing the vinyl art work and for installing the vinyl on the Billboard face, so long as the Agency provides the suitable electronic artwork 45 days in advance to Branch/Smith and so long as Branch/Smith can~~

~~install the City's artwork simultaneously with the change of the existing artwork is visible to vehicles travelling northbound on the adjoining 14' X 32' space. The City shall have the right to independently change the messages within the 14' X 8' area at anytime at its own expense, so long as it does not harm any message in the larger area. In no event shall Branch/Smith be responsible for the cost of the creation of Agency art, or the accuracy of the message contained in the Agency art or message. Branch/Smith agree to provide the Agency with at least 90 days written notice of any proposed change out of any messages. A sample billboard depicting the appearance of the 14' X 8' area, for illustration purposes only and not restricting the content of the message, is shown in the simulated photograph attached hereto as Exhibit 2: 101 Freeway (hereafter "City Billboard Face").~~

B. The ~~Agency~~City shall have complete editorial and artistic control over any message placed ~~in on~~ the ~~14' X 8' area,~~City Billboard Face without approval from Branch/Smith, ~~so long as the Agency message is limited to text copy, maps, drawings, City Logo, icons, artwork, images, and/or renderings.~~

C. The ~~Agency~~City shall have to right to lease City Billboard Face to other parties without the approval of Branch/Smith.

D. The City may ~~include~~retain a company or companies of its sole choice and cost for the purpose of designing and installing the advertising or messages without the approval of Branch/Smith for the City Billboard Face. The City's contractors that go upon and access the property where the City Billboard Face is located to place billboard advertising shall at all times be licensed, bonded and carry liability and property insurance. Such insurance shall be in the 14' X 8' areas photographs, hot/glow or fluorescent colors only amount of not less than \$1,000,000 and name both Branch/Smith

and the ground lessor as additional named insureds. City shall provide Branch/Smith and the ground lessor with the prior written approval proof of such insurance.

E. The City may place a "Pop Up" message to go above the full size of the City Billboard Face, 14' x 40'. The City will have the opportunity to do so without approval from Branch/Smith. The additional "Pop Up" message must comply at all times with all local, state and federal laws, ordinances, regulations, and other requirements.

F. The City agrees to pay Smith/Branch for 50% of the expenses for Billboard #2 for lighting costs, ground lease rent, maintenance and repair costs, property taxes, liability and property insurance, and Caltrans fees ("Expenses") up to a maximum of \$350 per month for these Expenses. Each year the Expenses cap of \$350 per month shall be increased by Branch/Smith, \$12 per month.

~~C. Any and all messages placed on the billboards by the Agency shall be contained within the boundaries of the 14' X 8' space.~~

~~D. The Agency must use this space exclusively to promote the Agency, the City of Atascadero and downtown Atascadero.~~

G. Upon the Effective Date of this Agreement, the City will no longer share the 14 feet by 8 feet space on the side of the 5 faces of the billboards, but instead will have 100% of the creative space on the City Billboard Face which will be 14 feet high by 40 feet wide.

H. If, at any time, the City Billboard Face is not available due to Branch/Smith default of the ground lease where the Billboard Face is located or Branch/Smith's failure or refusal to renew, maintain or otherwise have a current California Department of

Transportation permit to operate the billboard where the City Billboard Face is located or Branch/Smith are in default of this Agreement resulting in the City Billboard Face not being available to the City, then Branch/Smith agree that the City will have the right to advertise on the north facing side of Billboard #3 pursuant to all of the terms and conditions of this Agreement, including but not limited to the same extent and at the same cost as provided by the Agreement. Branch/Smith further agree that if, at any time, City Billboard Face and the north facing side of Billboard #3 are both not available due to the reasons set forth in this Section 11.H above, then Branch/Smith agree that the City will have the right to advertise on the north facing side of Billboard #1 pursuant to all of the terms and conditions of this Agreement, including but not limited to the same extent and at the same cost as provided by the Agreement.

Section 11. Section 12. Advertisements by Entities with Multiple Locations.

Branch/Smith agree that advertisements by entities with multiple locations shall include the following information if the entity has a business located in Atascadero.

A. Instructions to take the proper exit off the 101 freeway to access the business in Atascadero, or

B. The Street location or other information about "business location" in Atascadero.

Section 12. Section 13. Atascadero Businesses

A. Carlton Hotel During the term of this Agreement, The Carlton Hotel shall have the first right of refusal to rent any of the ~~six~~five Branch/Smith billboard faces described in this Agreement- and excluding the City Billboard Face. Furthermore, ~~The~~

Carlton shall have ~~the~~this right to lease any of the five Branch/Smith billboard ~~face~~faces at the Rate Card price, less 20%, so long as the Carlton Hotel gives Branch/Smith written notice 90 (ninety) days prior to the expiration of any existing contract with any existing advertiser. The termination dates of all existing contracts on the billboards shall be available during normal business hours.

B. Other Atascadero Hotels and Businesses. During the term of this Agreement, and providing that the Carlton Hotel has not exercised its First Right of Refusal in the above paragraph, then any other Atascadero Hotel, Motel and/or B&B (herein "Hotel") will have first right of refusal to lease any of the ~~six~~five Branch/Smith billboard faces, and excluding the City Billboard Face, at the Rate Card price, less 20%, so long as they give Branch/Smith written notice 90 (ninety) days prior to the expiration of any existing contract with an existing advertiser. In the event that neither the Carlton or any other Hotel wants any billboard face, then all other Atascadero Businesses (as defined below) shall have the first right of refusal to lease any of the ~~six~~five billboard faces, and excluding the City Billboard Face, at the Rate Card price, less 20%, so long as they give Branch/Smith notice 90 (ninety) days prior to the expiration of any existing contract. ~~Local~~ "Atascadero Businesses" shall be defined as any business with an Atascadero Addressphysical address and an Atascadero Business License. The termination dates of existing contracts on all Billboards shall be available during normal business hours.

C. Published Rate Card. At least once per year, Branch/Smith shall publish a rate card, in writing, listing all the costs and details for purchasing billboard space on any of the ~~six~~five billboards in the Agreement (herein "Rate Card") ~~The~~, and excluding the City Billboard Face. Additionally, a copy of the Rate Card shall be provided to the City prior to the execution of this Agreement and available during normal business hours by

contacting Branch/Smith by phone or in writing. At the ~~Agency's~~City's Option, Branch/Smith shall distribute the Rate Card, at least once per year, by mailing the Rate Card along with the information contained in the Agreement (pursuant to the first right of refusal and discount information) to every business with a City of Atascadero physical address. The ~~Agency~~City shall notify Branch/Smith in writing to exercise this option and shall provide the mailing labels for every business with an Atascadero physical address at no cost. Branch/Smith shall be able to list their phone number on all Billboards, except for the City Billboard Face, for obtaining the Rate Card information.

~~Section 13.~~Section 14. Right to Advertise

Branch/Smith shall have the right to work directly with all prospective advertisers, or at Branch/Smith's sole option, with the advertiser's agency or agent, and shall have the right to accept advertising from non-Atascadero advertisers on ~~all six~~the five Branch/Smith Billboard faces, and excluding the City Billboard Face, subject to the terms and conditions of this Agreement.

~~Section 14.~~Section 15. Notices.

A. All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To ~~Agency~~ _____ City City of Atascadero ~~Community Redevelopment~~
~~Agency~~ _____
6907 El Camino Real
Atascadero, California 93422
~~Attention Executive Director~~
~~Telephone No~~ _____ 805-470-3400
Fax No _____ 6500 Palma Ave
805-461-7612

Copy To: ~~Agency Counsel~~
~~Atascadero Community Redevelopment Agency~~
~~6907 El Camino Real~~
Atascadero, California 93422
City Manager
Email:
Telephone No.: 805-470-3400
Fax No.: 805-461-7612

To Branch/Smith Cliff Branch
755 Santa Rosa Street, Suite 310
San Luis Obispo, CA 93401
Email: cliff@cliff-branch.com
Telephone No. _____: 805-544-3030
Fax No. _____: 805-544-1840

B. Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

C. Any party may change its notice information by giving notice to the other party in compliance with this ~~section~~Section.

~~Section 15.~~Section 16. General Provisions

A. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

B. Binding Effect. This Agreement is binding upon the heirs, executors, administrators, transferees, successors and assigns of the Parties ~~If Agency is not in existence at the time of the expiration or termination of this Agreement, then the City of~~

~~Atascadero is hereby designated as the successor to the Agency for purposes of this Agreement unless the Agency gives notice to Branch/Smith of a different successor.~~

C. Entire Agreement. This Agreement, including the attached Exhibit 1, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Parties prior to the execution of this Agreement.

D. Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in a writing executed by the Parties. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

E. ~~Facsimile~~Signatures. Signatures Amendments to this Agreement will be considered executed when the signature of a party is delivered by ~~facsimile~~email transmission. Such ~~facsimile~~ email transmission of signature will have the same effect as an original signature.

F. Waiver. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.

G. Interpretation. This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a

whole, and in accordance with its fair meaning It will not be interpreted strictly for or against either party.

H. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.

I. Venue. In the event of litigation between the parties, venue will be in the San Luis Obispo County Superior Court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
~~effective as of March 23, 2010.~~

CITY OF ATASCADERO ~~COMMUNITY REDEVELOPMENT AGENCY~~

By: _____

~~Wade McKinney, Executive Director~~
Rachelle Rickard, City Manager

Date: _____

APPROVED AS TO FORM

Brian A. Pierik, ~~Agency Counsel~~ City Attorney

Clifford Branch, Trustee of the
Clifford Branch Trust dated January 11, 2006
as to an undivided 50%

James E. Smith, Trustee of the
James E Smith Law Firm 401K Profit Sharing Plan
as to an undivided 50%

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease ("Amendment") is entered into as of February ____, 2020, by between the Donald D. Messer and Linda Tarbell Messer, Trustees of the Messer Family Trust dated March 15, 2011 ("Landlord") and James E. Smith, Trustee of the James E. Smith Law Firm 401k Profit Sharing Plan ("Smith") and Clifford Branch, Trustee of the Clifford Branch Trust dated January 11, 2006 ("Branch"). Smith and Branch are collectively referred to as "Tenant".

A. On or about 2010, Tenant and Donald D. Messer and Linda Tarbell Messer (collectively, "Messer"), Paul E. White and Susan J. White, Trustees (or Successor Trustee) of the White Family Trust dated October 4, 1989 ("White"), and Unlimited Investments, a California general partnership ("Unlimited") entered into that certain Ground Lease ("Lease") for the Property described in the Lease. Terms not defined in this Amendment shall have the meanings ascribed to them in the Lease.

B. Pursuant to the terms and conditions of the Lease, Tenant leases the Property to operate the Billboards located on the Property.

C. On or about May 12, 2017, Tenant gave Messer, White, and Unlimited written notice of exercise of Tenant's first of two options to extend the initial term through August 12, 2028, and Tenant still has one additional option to extend the Lease for an additional term of ten (10) years through August 12, 2038, pursuant to the terms and conditions of the Lease.

D. Landlord acquired all of the interest in the Property of Messer, White and Unlimited and is the "Landlord" under the Lease.

E. Tenant is negotiating with the City of Atascadero (the "City") a First Amendment to Marketing Agreement to amend the Marketing Agreement entered into with the Atascadero Community Redevelopment Agency ("Agency") on or about May 12, 2009, and subsequently assigned by the Agency to the City, so that Tenant has the ability to exercise options to continue operating the Billboards for an additional twelve (12) year term, for good and valuable consideration, including but not limited to restricting Tenant from advertising tobacco, pornography, profanity, cannabis, and vaping.

F. Pursuant to the terms and conditions of this Amendment, the parties desire to enter into this Amendment to provide Tenant with an additional option to extend the Lease for an additional twelve (12) year term so that if all options are exercised by Tenant, the Lease shall terminate on August 12, 2050.

NOW THEREFORE, for good and valuable consideration received, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated into and made a part of this Amendment.

2. Term. Section 2 of the Lease is amended to provide that Tenant shall have two (2) options to extend the Lease as follows: (i) the existing option to extend the Lease for a ten (10) year period through August 12, 2038; and (ii) an additional option to extend the Lease for a twelve (12) year term through August 12, 2050, so that both of these option terms of the Lease are for the same length of time as Tenant's options under the Marketing Agreement.

3. First Amendment to Marketing Agreement. Upon the Tenant's execution of the First Amendment to the Marketing Agreement with the City, the First Amendment to Marketing Agreement will be attached to and made a part of this Amendment as Exhibit "A" and will amend the Exhibit "A" attached to the Lease.

4. City of Atascadero Access to Property to Place Advertising on the City Billboard Face. Pursuant to the First Amendment to Marketing Agreement, City shall have the right to access the Property where the billboard is located for the purpose of placing, replacing, and installing advertising on the City Billboard Face described in the First Amendment to Marketing Agreement.

5. Ratification of Lease. Except as specifically set forth herein, the Lease is hereby ratified and affirmed and remains in full force and effect.

6. Conflict. This Amendment amends and supplements the Lease. Wherever the terms and conditions of this Amendment and the terms and conditions of the Lease conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Lease.

7. Headings. The headings of the sections of this Amendment are inserted solely for convenience of reference, and in no way define, describe, limit, extend or aid in the construction of the scope, extent or intent of this Amendment or of any term or provision hereof.

8. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original.

9. Severability. In the event one or more of the provisions in this Amendment shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Amendment which other provisions shall remain in full force and effect.

Signatures on Next Page

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

TENANT:

LANDLORD

James E. Smith, Trustee of the James E. Smith
Law Firm 401k Profit Sharing Plan

Donald D. Messer, T'ee of the Messer
Family Trust dated March 15, 2011

Clifford Branch, Trustee of the Clifford Branch
Trust dated January 11, 2006

Linda Tarbell Messer, T'ee of the Messer
Family Trust dated March 15, 2011

CONSENT:

The undersigned consents to all of the terms and conditions of the Ground Lease and the above First Amendment to Ground Lease.

City of Atascadero

By: _____
Rachelle Rickard, City Manager

ITEM NUMBER:
DATE:
ATTACHMENT:

C-1
02/25/20
2

Exhibit “A”

First Amendment to Marketing Agreement