

City of Morro Bay

City Council Agenda

Mission Statement

The City of Morro Bay is dedicated to the preservation and enhancement of the quality of life. The City shall be committed to this purpose and will provide a level of municipal service and safety consistent with and responsive to the needs of the public.

**REGULAR MEETING
TUESDAY, OCTOBER 28, 2014
VETERANS MEMORIAL HALL - 6:00 P.M.
209 SURF ST., MORRO BAY, CA**

ESTABLISH QUORUM AND CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
CLOSED SESSION REPORT
MAYOR & COUNCILMEMBERS' REPORTS, ANNOUNCEMENTS & PRESENTATIONS

PUBLIC PRESENTATIONS - None

PUBLIC COMMENT - Members of the audience wishing to address the Council on City business matters not on the agenda may do so at this time. For those desiring to speak on items on the agenda, but unable to stay for the item, may also address the Council at this time.

To increase the effectiveness of the Public Comment Period, the following rules shall be followed:

- When recognized by the Mayor, please come forward to the podium and state your name and address for the record. Comments are to be limited to three minutes.
- All remarks shall be addressed to Council, as a whole, and not to any individual member thereof.
- The Council respectfully requests that you refrain from making slanderous, profane or personal remarks against any elected official, commission and/or staff.
- Please refrain from public displays or outbursts such as unsolicited applause, comments or cheering.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.
- Your participation in City Council meetings is welcome and your courtesy will be appreciated.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk, (805) 772-6205. Notification 72 hours

prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A. CONSENT AGENDA

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion.

A-1 APPROVAL OF MINUTES FOR THE SPECIAL CITY COUNCIL MEETING HELD ON OCTOBER 14, 2014; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF MINUTES FOR THE SPECIAL CITY COUNCIL MEETING HELD ON OCTOBER 14, 2014; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-3 APPROVAL OF MINUTES FOR THE CITY COUNCIL MEETING HELD ON OCTOBER 14, 2014; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-4 APPROVE THE USE OF GOVERNMENTAL IMPACT FEES TO REFURBISH THE DEL MAR PARKING LOT AND WALKWAY; (RECREATION & PARKS)

RECOMMENDATION: Authorize staff to use Governmental Impact Fees (Parks) to augment funds available in the Park Fee Fund and Tennis Court Project Fund for refurbishing the parking lot and walkway at Del Mar Park.

A-5 APPROVAL OF PROCLAMATION DECLARING NOVEMBER 15, 2014 AS ARBOR DAY; (PUBLIC SERVICES)

RECOMMENDATION: Adopt Proclamation.

A-6 APPROVAL OF RESOLUTION 69-14 FOR THE ASSIGNMENT AND ASSUMPTION OF LEASE SITE 68/68W (HARBOR FRONT SUITES, HELD) LOCATED AT 591 EMBARCADERO FROM 591 EMBARCADERO, LLC TO THE VIOLE' FAMILY, LLC; (HARBOR)

RECOMMENDATION: Approve Resolution 69-14, for the Assignment and Assumption of Lease Site 68/68W.

A-7 AUTHORIZATION TO SUBMIT CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT APPLICATION; (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution 70-14 authorizing staff to submit a grant application to the California Department of Transportation (Caltrans) for a Sustainable Communities grant in the amount of \$249,000 for the preparation of the

Morro Bay Sustainable Transportation Study and Adaptation Strategies Plan and \$34,000 grant match.

A-8 REVIEW OF THE QUARTERLY FINANCIAL STATUS REPORTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Receive and file.

A-9 RESOLUTION NO. 72-14 ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620 AND RELATED COMPENSATION; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Adopt Resolution No. 72-14, approving the two-year MOU with the Service Employees International Union (SEIU) Local 620.

A-10 RESOLUTION NO. 71-14 AUTHORIZING THE CITY OF MORRO BAY TO ENTER INTO A 2014/2015 BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANT CONTRACT WITH THE STATE OF CALIFORNIA DIVISION OF BOATING AND WATERWAYS IN THE AMOUNT OF \$50,000 FOR PURCHASE OF TWO NEW ENGINES FOR HARBOR PATROL VESSEL 68; (HARBOR)

RECOMMENDATION: Adopt Resolution No. 71-14 authorizing the Harbor Director to execute and manage the attached Boating Safety and Enforcement (BS&E) Equipment Grant Contract Agreement #C8957115 with the California Division of Boating and Waterways (DBW) for \$50,000 for the funding of two new Mercruiser gasoline engine and outdrive packages for twin Harbor Patrol vessel 68.

A-11 RESOLUTION NO. 73-14 ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MORRO BAY FIRE FIGHTERS ASSOCIATION AND RELATED COMPENSATION; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Adopt Resolution No. 73-14, approving the two-year MOU with the Morro Bay Fire Fighters Association.

A-12 AWARD OF CONTRACT FOR PROJECT NO. MB2015-ST – 01 STREET REHABILITATION; (PUBLIC SERVICES)

RECOMMENDATION: Award contract as recommended.

A-13 AUTHORIZATION TO REBID CONTRACT FOR THE PROJECT NO. MB-2013-S2: MORRO CREEK MULTI-USE TRAIL AND BRIDGE PROJECT; (PUBLIC SERVICES)

RECOMMENDATION: Reject all bids and authorize staff rebid the project as soon as possible.

B. PUBLIC HEARINGS - NONE

C. UNFINISHED BUSINESS / SECOND READING AND ADOPTION OF ORDINANCES

C-1 DISCUSSION AND DIRECTION ON THE MUNICIPAL AUDIT SERVICES (MAS) BUSINESS LICENSE COMPLIANCE AUDIT PROGRAM; (ADMINISTRATION)

RECOMMENDATION: Affirm its decision to conduct a business license audit using Municipal Auditing Services (MAS) as a consultant; and, direct staff to review the business license Master Fee Schedule and propose changes to commence in FY 2015/16.

C-2 PRESENTATION AND REVIEW OF REPORT REGARDING INITIAL FINDINGS ON HYDROLOGIC EVALUATION OF THE POTENTIAL BENEFITS TO THE CITY WATER SUPPLY FROM INCREASING WASTEWATER DISCHARGE TO EITHER MORRO OR CHORRO CREEK BY CLEATH HARRIS ASSOCIATES; (PUBLIC SERVICES)

RECOMMENDATION: Review the report and provide any comments to be addressed in the final report at the November 12, 2014 City Council meeting.

C-3 DISCUSSION ON ENGAGING MANAGEMENT PARTNERS TO UPDATE THE MAY 2008 ASSESSMENT OF CITY ORGANIZATION AND FINANCIAL OPTIONS; (ADMINISTRATION)

RECOMMENDATION: Review and approve the proposal from Management Partners to update the May 2008 Assessment of City Organization and Financial Options report and authorize the City Manager to sign an agreement, approved by the City Attorney, for those services.

D. NEW BUSINESS - None

E. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

F. ADJOURNMENT

THIS AGENDA IS SUBJECT TO AMENDMENT UP TO 72 HOURS PRIOR TO THE DATE AND TIME SET FOR THE MEETING. PLEASE REFER TO THE AGENDA POSTED AT CITY HALL FOR ANY REVISIONS OR CALL THE CLERK'S OFFICE AT 772-6205 FOR FURTHER INFORMATION.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA SUBMITTED TO THE CITY COUNCIL AFTER DISTRIBUTION OF THE AGENDA PACKET ARE AVAILABLE FOR PUBLIC INSPECTION AT CITY HALL LOCATED AT 595 HARBOR STREET; MORRO BAY LIBRARY LOCATED AT 625 HARBOR STREET; AND MILL'S COPY CENTER LOCATED AT 495 MORRO BAY BOULEVARD DURING NORMAL BUSINESS HOURS.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN A CITY MEETING, PLEASE CONTACT THE CITY CLERK'S OFFICE AT LEAST 24 HOURS PRIOR TO THE MEETING TO INSURE THAT REASONABLE ARRANGEMENTS CAN BE MADE TO PROVIDE ACCESSIBILITY TO THE MEETING.

MINUTES – MORRO BAY CITY COUNCIL
SPECIAL MEETING – OCTOBER 14, 2014
MORRO BAY VETERAN’S HALL
209 SURF STREET – 4:00 P.M.

AGENDA NO: A-1
MEETING DATE: 10/28/14

Mayor Irons called the meeting to order at 4:00pm.

PRESENT:	Jamie Irons	Mayor
	Christine Johnson	Councilmember
	Nancy Johnson	Councilmember
	George Leage	Councilmember
	Noah Smukler	Councilmember

STAFF:	David Buckingham	City Manager
	Joe Pannone	City Attorney
	Jamie Boucher	City Clerk

I. ESTABLISH QUORUM AND CALL TO ORDER

II. PUBLIC COMMENT RE: ITEMS ON THE AGENDA

III. ADVISORY BOARD INTERVIEWS

- A. Planning Commission interviews for one (1) opening with an expiration date of 1/31/16
- B. Tourism Business Improvement District Advisory Board interviews for 1 (one) opening with an expiration date of 1/31/17

The City Council interviewed the following applicant for one vacant seat on the Planning Commission: Katherine Sorenson; Michael Groves called and was unable to attend.

The City Council voted by written ballot and City Clerk Jamie Boucher read the results: Katherine Sorenson (5 votes – Mayor Irons, Councilmembers Christine Johnson, Nancy Johnson, Leage, and Smukler)

Ms. Sorenson was given a term expiring January 31, 2016.

The City Council interviewed the following applicant for 1 vacant seat on the Tourism Business Improvement District Advisory Board: Amit Patel

The City Council voted by written ballot and City Clerk Jamie Boucher read the results: Amit Patel (5 votes – Mayor Irons, Councilmembers Christine Johnson, Nancy Johnson, Leage, and Smukler)

Mr. Patel was given a term expiring January 31, 2017.

IV. ADJOURNMENT

The meeting was adjourned at 4:33pm.

Recorded by:

Jamie Boucher
City Clerk

MINUTES - MORRO BAY CITY COUNCIL
SPECIAL MEETING – OCTOBER 14, 2014
MORRO BAY VETERAN’S HALL
209 SURF STREET – 5:00 P.M.

PRESENT:	Jamie Irons	Mayor
	Christine Johnson	Councilmember
	Nancy Johnson	Councilmember
	George Leage	Councilmember
	Noah Smukler	Councilmember
STAFF:	David Buckingham	City Manager
	Joe Pannone	City Attorney
	Jamie Boucher	City Clerk
	Susan Slayton	Administrative Services Director

ESTABLISH QUORUM AND CALL TO ORDER

PUBLIC COMMENT RE: ITEMS ON THE AGENDA

SPECIAL MEETING AGENDA ITEM:

Mayor Irons and Councilmember Nancy Johnson had to recuse themselves from the dais for the entire Special Meeting as they have a potential financial conflict of interest because they own vacation rentals.

Councilmember Christine Johnson’s intention for bringing this item forward was purely educational. No decision about the TMD will occur until the meeting of December 9, 2104.

I. PRESENTATION OF INFORMATION ON VISIT SAN LUIS OBISPO COUNTY
TOURISM MARKETING DISTRICT BY REPRESENTATIVES FROM VISIT SAN LUIS
OBISPO COUNTY

The public comment period for Item I was opened.

John Barta stated that he was involved in creating our local TBID and change in the way we do our advertising. He is somewhat disappointed in what we haven’t been doing in our own TBID – we haven’t created industry resources, research, education, communication, etc. backed by current data specific to San Luis Obispo County to increase competitiveness against other destinations and to leverage existing research to extrapolate county specific information and identify key data points needed to support room night sales. He doesn’t suggest doing this by raising the TOT. He just wants to ensure this gets done, whether locally or at the County level.

Janice Peters wants to know if a decision will be made tonight. Councilmember Christine Johnson stated that this item is purely for information sharing.

The public comment period for Item I was closed.

Stacie Jacobs and Chuck Davison from Visit San Luis Obispo gave a presentation on the Tourism Marketing District (TMD) proposal.

Based on the competitive set, County to County, San Luis Obispo isn't in the game as part of the marketing mix in the State of California. As an overview, there is a Tourism EcoSystem with Brand USA (outside ring), Visit California (next), Central Coast (next), SLO County (next), City/Town, and Retail (shopping, lodging, restaurants and activities) (inside). They provided a TOT and BID breakdown in the County. It was identified that Morro Bay's competitive set is Monterey and Santa Barbara counties; Napa and Sonoma were also looked at. It has been demonstrated that there is no cookie cutter model but at the same time having a TMD or BID is a proven model. Monterey (12,000 rooms and assess a flat rate), Santa Barbara (4,400 rooms and assess a flat rate) and Napa (5,200 rooms and assess a percentage rate) are all assessed differently but are all TMD success stories; Sonoma (5,300 rooms and assess a flat percentage) voted not to participate. They also stated that SLO County has been working collaboratively with partners but are highly ill funded compared to their competitive set overall. Historically the concept was to invest dollars at the community level, which is great and should continue, but what we need to do is to continue to look at the connection of the rural destination that we have in the attempt to connect cultural, coastal and culinary aspects all together which is our driving force in SLO County. With regards to the SLO County TMD, they are looking to assess all lodging partners 1%, to include hotels, motels, vacation rentals and RV parks, which if using 2012/13 numbers, a 1% assessment would generate approximately \$2.8 million. Your voice will be heard via a 15 person Board of Directors with each board member made up of lodging partners representing an assessed lodging business with the exception of the County representative; there will be 3 year staggered terms; and there will be an Officer Team of 4 members elected annually – Chairman, Vice, Treasurer and Secretary. Each City will have a designated seat with the unincorporated areas having a total of 1 seat for a total of 8; in addition, there will be a vacation rental seat, a bed and breakfast seat, an rv park seat, the County appointed seat and 3 member at large seats. Those 7 appointed seats will go through an application process, forwarding a recommendation to the board for approval. There will be an attempt to ensure diversity of geography as well as take into account assessment contribution; Morro Bay could run a candidate for each of these seats. There will also be a TMD Marketing Committee whose purpose is to align marketing objectives and complementary strategies between community and county tourism marketing to optimize collaboration and reduce duplication. That committee will be composed of destination managers, marketing professionals, and will be comprised of 13-18 members. There will also be a TMD Advisory Council whose purpose is to participate in semi-annual meetings and liaise back to their communities with programming updates from the TMD and overall metrics demonstrating impacts on SLO County and its communities. The Council will be comprised of community liaisons determined by each community and could include elected officials, city managers; there will be 10-20 members on it. They already have the support of Cal Poly, City of Paso, the EVC, Martin Resort, Pismo Beach Hospitality Assn, SLO Chamber, and Visit California. They also have the unanimous support of the Pismo Beach City Council and have scheduled meetings at all other cities. This is a 5 year Plan / Commitment with the following goals: create and increase demand of the SLO County Destination, outside of the markets currently doing it in already, measured by increased TOT revenues, in concert with strategic and

community partners; increase awareness of the SLO County Destination utilizing a suite of marketing tools, in concert with strategic and community partners. They also presented a budget whereby, with the cooperation and approval of those being invited, the current budget of \$940K could grow to \$3 million allowing for an increase in all TMD budget categories. We want to be able to spread the word in a broader base to funnel them into the Central Coast. The objectives of the 5 Year Plan include expanding the Visit SLO County brand to accelerate the destination's competitiveness in California, reach new domestic markets and build on key international markets to bolster tourism for the destination; to manage the Visit SLO County brand platform by leading the integration of a countywide strategic plan working in concert with community partners to reduce duplication of programming, increase efficiency and maximize effectiveness of resources to increase overall reach; and, create industry resources backed by current data specific to SLO County to increase competitiveness against other county destinations by leveraging existing research to extrapolate county-specific information and identify key data points needed to support goals. They finished by saying that every major tourist destination location works under a Countywide TMD. In order to be successful, you need to market the entire area as one destination and then sell this destination holistically. Morro Bay's latest count is that 45% of Morro Bay's properties have signed the petition.

This is a receive and file presentation.

II. PRESENTATION OF THE MORRO BAY TOURISM BUREAU'S STANCE ON THE VISIT SAN LUIS OBISPO COUNTY TOURISM MARKETING DISTRICT

Brent Haugen, the Morro Bay Tourism Director reported on the decision made by the Tourism Bureau at their August meeting. First and foremost, it's important that the decision to participate in the county-wide TMD be made by the Morro Bay lodging community as this impacts each and every property and their business directly. On August 14th, the MB Tourism Bureau voted 4-2 against supporting the countywide TMD as currently presented with an additional 1% levee to all Morro Bay lodging including RV parks and vacation rentals. Conceptually the board and many constituents believe in the TMD but they have concerns with the current plan being proposed. Their concerns include entering into a 5 year commitment with no way out. They also had concerns about the terms as the voting is weighted by the revenue contribution and ours is only at 8% which worries us as to how strong our voice would be as the vote is "represented in approximate proportion to the amount contributed by lodging businesses"; Morro Bay is still in its infancy stage and is working on creating its strategic plan for Morro Bay, overall there was a concern to enter into a 5 year agreement without having our own master plan. There was also concern over budgetary issues, the goals set out in the TMD District Plan states they would put more heads in beds as well as increase the average daily rate charged for those beds. When the board looked at the plan, the total TMD Marketing annual budget and revenue is \$2.8 million over the 5 year time which equates to zero percent growth and it states that budget is not expected to significantly change over the TBD's term. He put together a conservative growth pattern chart, if the Bureau would reflect a conservative 3% growth over the 5 year period, the TMD should see an increase of at least \$865K in revenue from their estimate. Another concern is in their plan; the plan indicates an increase in the group and leisure sales budget; however, there are no additional sales positions indicated in the overall. How will this team structure support the marketing and sales endeavors detailed in their 5 year plan? They also have concerns

of the regularity of short turnaround time on leads and other communications from Visit SLO County and lack of detail in information. Another concern is the increase of 1%; after listening to the TMD sessions, the majority of the Morro Bay hotels and motels like the idea of a TMD but don't feel they can sustain a 1% increase to support the TMD. Currently Morro Bay's TOT is at the highest in the County at 13%. At an additional 1%, Morro Bay would remain the highest and could potentially lose future market share. Ultimately it should be the decision of the lodging community as this directly impacts their business and future revenue.

The public comment period for Item II was opened.

Chuck Davison responded to some of the MB Tourism Bureau's concerns. Regarding budget vs no growth, we did meet with Brent, that issue was speaking directly to the proportion of funds and how they would be directed in the plan. The amount of monies would change, the fluctuations of percentages spent on items, wouldn't change. Regarding the lack of sales positions, they presented the current structure of Visit SLO County; the board would be addressing any new positions. As far as lead times, they get all their leads from Visit CA and VCTC, they can only send them out as they get them.

Noreen Martin spoke representing Martin Resorts. She feels very fortunate to able to serve at the State level with Visit California. Right now, the State California is also trying to raise their TMD. Business stays in the State of California through lifestyle and lifestyle is created through tourism. She asked, how do you promote Morro Bay; as we leverage our monies and resources together we are able to get more bang for the buck. No one City can be a large enough voice.

Andy Hamp read a letter he had sent to council stating Morro Bay RV park's owners opposition to RV parks being a part of the TMD. He stated that in 2006, the SLO Co VCB instigated proceedings for a county tourism business improvement district. The RV parks in Morro Bay were unanimous in their opposition to the assessment and with the help of the Morro Bay City Council; they were excluded from the process. Their opposition to the current proposal is based on issues specific to RV parks and are as follows: state parks and county owned parks neither collect TOT nor will they fall under the TMD assessment, also private parks located in unincorporated areas do not collect TOT, this will exacerbate the rate disadvantage City RV parks already face; RV parks have very little influence in the TMD formation process which they already feel is skewed – the TMD petition wasn't sent to any of the RV parks located in unincorporated areas and even a Morro Bay park was left out; the TMD management plan is hotel/motel centric. Several issues relevant to the lodging industry as a whole also speak against the TMD: the negative weighted vote based on assessment size is undemocratic; centralized marketing activities under the TMD will make it difficult to serve each City's individual needs or interests; the TMD will spend what it collects, there is little incentive for frugality and is a recipe for waste; will it stay at 1%; the assessment will come on top of the threat of increases to TOT, water, sewer and property tax increases; and the assessment encourages local governments to further reduce tourism promotion funding. If Morro Bay isn't included in the TMD, we aren't going to fall off the map.

Doug Claassen agrees with Andy, we have competition that doesn't get taxed and we were never talked to by anybody. We have 2 State Parks and outlying County parks that are still 10% short of what we are.

Janice Peters concern isn't with the concept, it's with how they want to finance it. Our TOT is 30% of our general fund; it's a huge amount of our revenue. We give 3% to our TBID so either 1% comes from the TBID and cut what they've been doing or 1% comes from the general fund. And for that, 30% of our General Fund amount, we only get an 8% voice share, that doesn't figure. We won't have enough representation on the board for how decisions are made.

Jayne Behman stated that a 5 year commitment is a highly questionable term for an investment of this magnitude into any start up business, let alone to the SLOVCB whose business operation has historically financially floundered. Questions to the SLOVCB have still gone unanswered. Marketing efforts to target a market that would appeal to our hoteliers offer coop ads which makes revenue for the SLOVCB. Regarding the foreign market, we have gained market share because of our individual hotel efforts to market through booking sources, not because of the county's efforts. Also, foreign travelers do not equate to repeat business. The County's model states it will only benefit member businesses. Currently County marketing efforts target a market that appeals to events, not stay overs. Large events can't happen here, it's difficult enough for us to sustain the events that we do have. Taxation without representation is pretty blatant, it's important to see how much say we really will have. The ultimate decision is Council's but none of you own or run a business that would pay into the TMD. Having a dot on the map, a misleading petition and door to door visits are all scare tactics and misleading. She likes the purpose of this study session because it's to gather facts. How many hoteliers have you talked to personally and asked why they signed and why they didn't sign. It's important to verify if they even knew what they were signing. Morro Bay's TBID's and general funds have spent \$100K's in funds promoting Morro Bay as a destination location.

Joan Solu thanked the Council for having the Study Session. She looks forward to more conversation. She said there has been some question back and forth as to what a 1% assessment means to the 150 registered vacation rentals would be. In year ending 2014, a 1% assessment should mean, on an average, a \$128/year per vacation rental to be a part of the \$2 million effort.

The public comment period for Item II was closed.

This is a receive and file presentation

III. COUNCIL DISCUSSION AND DIRECTION TO STAFF ON THE CITY'S PARTICIPATION IN THE SAN LUIS OBISPO COUNTY TOURISM MARKETING DISTRICT

Councilmember Smukler would like to see, in preparation for December 9th, an analysis of staff cost and time would be to actually participate in the program; as well as any steps, financial or legal.

Councilmember Christine Johnson asked what the City's legal options for getting involved would be: legally how does Morro Bay join. She realizes this is not a TOT increase. This would be assessment money going towards marketing assessment. We currently only assess hotels but the County is asking for assessment on 2 other areas; can you even shift a 1%; are there parameters to have the BID assess/shift the 1%.

City Attorney Joe Pannone stated that the City has no legal authority to take any of the 3% and give it to the County; none of the 3% of what Morro Bay collects can be spent on anything other than on behalf of Morro Bay.

ADJOURNMENT

The meeting adjourned at 6:21p.m.

Recorded by:

Jamie Boucher
City Clerk

MINUTES - MORRO BAY CITY COUNCIL
REGULAR MEETING – OCTOBER 14, 2014
VETERAN’S MEMORIAL HALL – 6:00P.M.

PRESENT:	Jamie Irons	Mayor
	Christine Johnson	Councilmember
	Nancy Johnson	Councilmember
	George Leage	Councilmember
	Noah Smukler	Councilmember
STAFF:	David Buckingham	City Manager
	Joe Pannone	City Attorney
	Jamie Boucher	City Clerk
	Rob Livick	Public Services Director
	Joe Woods	Recreation & Parks Director
	Eric Endersby	Harbor Director
	Amy Christey	Police Chief
	Susan Slayton	Administrative Services Director

ESTABLISH QUORUM AND CALL TO ORDER – the meeting was called to order at 6:36pm.

MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE

CLOSED SESSION REPORT – There was no Closed Session meeting.

MAYOR AND COUNCILMEMBERS’ REPORTS, ANNOUNCEMENTS & PRESENTATIONS

PUBLIC PRESENTATIONS

CHECK PRESENTATION FROM THE SOUTH BAY COMMUNITY POOL ASSOCIATION
Pandora Nash Karner, Terry Rey and Terry Brown, representing the South Bay Community Pool Association presented the City of Morro Bay with a check for \$47,605 to go towards the swimming pool effort. They are delighted to be in front of Council making this presentation. The grant agreement stipulates that Los Osos will forever be able to use the pool just as any other Morro Bay resident would. There is another \$300,000 at the SCD that was initially collected for a pool and urges discussion with them.

RIDESHARE MONTH PRESENTATION AND INVITATION FROM SLO REGIONAL RIDESHARE

Peter Williamson with SLO Regional Rideshare spoke promoting Rideshare Month. Rideshare month encourages people to walk, carpool, cycle or take transit. It’s a great time to start something new. Events include Hidden Cash SLO where they will give out clues for a \$100 cash drop; paying it forward with Rideshare Super Commuter T-shirts by logging 5 commutes on supercommuter.org; and “You Scream, We Scream, We all Commute for Ice Cream Employer

Challenge” if your business gets the most new users on supercommuter.org you will get an ice cream truck at your place of business for the day. Their goal is to reduce congestion and free up parking at businesses.

QUARTERLY REPORT FROM THE CHAMBER OF COMMERCE

Jennifer Redman presented the Chamber of Commerce Quarterly Report. Regarding Incubator support / office use, it's estimated that 5-8 hours per week have been spent on Incubator information and/or support during the quarter. Businesses receiving this support include City Resource Connection, Estero Bay Radio 97.3, Morro Bay Community Quota Fund, Phondini Partners, LLC, and various organizations use their conference room for meetings to include Circle of Friends, Morro Bay Library Book Discussion, Night Writers Group, Ester Bay Radio, Library Remodel Group, Jim's Automotive, The Morro Group, and Central California Seafood Marketing. The Chamber also provides Event Support. In September, they hosted a Business Development Round Table Forum, they co-hosted with the City the Meet and Greet for the new City Manager, and they participated and offered support for the Morro Bay Founders Day Picnic and the Morro Bay 50th Parade and Dahlia Daze. They also hosted the Avocado and Margarita Festival which brought over 7500 visitors to Morro Bay. In addition, they distributed flyers promoting local business and provided extensive media coverage showcasing Morro Bay. Direct Chamber assistance for business retention and expansion was provided by disseminating information on the sign ordinance, water restrictions, Embarcadero business audit, business license audit, City permit information and commercial space availability. On a regular basis, they also respond to non-Chamber related questions; 374 for total number of calls and 276 for total number of walk-ins. They also provided “Doing Business in Morro Bay” packets to 5 California Chambers of Commerce as well as to 9 prospective new businesses. The Chamber appreciates the relationship with the City. She thanked Lisa Winn for all of her hard work in her position of Acting Chamber Director as well as introduced the new Chamber Director, Kelly Wells.

PUBLIC COMMENT

Lisa Winn and Nancy Castle, presented the Morro Bay business report on behalf of Resource Connections. They announced the upcoming Project Connect: Community Resources and Volunteer Opportunities Open House being held on Sunday, October 26th from noon – 4pm at the Morro Bay Community Center. Topics being presented by local non-profit organizations include Health and Wellness, Volunteering, Family Resources, Job Development, Senior Services, Transportation, Community Services and Housing and Home Improvements. They will even be offering flu shots and health screenings. The thanked their co-sponsors – the Chamber, the City, 97.3, Transitions Mental Health, EBAC, Morro Bay Lions and AGP.

John Barta stated that local elections are very important. He urged a no vote on Measure J-14. Morro Bay has a June election followed by a November election (if necessary); that is the same voting/election process as the President, Senate, Congress, Governor, Secretary of State, Treasurer, Sheriff, Board of Supervisors and County Clerk. J-14 is the exception, not the rule. They say that J-14 will simplify our elections whereas it actually reduces your opportunity to vote. Your vote is your voice.

Robert Davis thanked the City for providing the building for the temporary library services; he thanked Joe Woods and staff for making the building usable. They continue to provide all services with the exception of wi-fi. The remodel project is on time and on budget. They hope to resume their book sales in April, 2015. He also announced the Bicycle Tour being held this Saturday, October 18th. It will be a tour of Morro Bay's historic sites, will begin at 930am with riders meeting at the Azure Street parking lot.

John Solu, President of the Harbor Festival, thanked Joe Woods, Eric Endersby and Dave Buckingham for their help with a last minute challenge at the event. He went on to thank staff, the 20+ volunteer agencies, the waterfront establishments and the Harbor Festival Board for all the hard work that goes into putting the event on. As they look ahead, they will be doing a lot of talking, listening, thinking to see what will work best and hope to make a decision in the next couple of weeks.

John Elliot introduced Tiny Mike, working out of 2300 Main Street in the new barbershop. He also announced an upcoming Trick or Treat event for the kids of Morro Bay. Several businesses are cooperating to organize a Halloween Event whereby kids can Trick or Treat at participating local businesses between 3-5pm. Afterwards there will be a Costume Party at Grandma's Frozen Yogurt. To date, 53 businesses have committed to participate so far.

Beverly Durrer of Grandma's Yogurt announced they are hosting their 1st Annual Pumpkin Carving Contest on October 25th and hopes many will attend.

Linda Stedjee spoke on the City's water quality issue. In May, residents made a presentation to the RWQCB providing evidence that leaking sewage from the Main St. trunk line is a major source of the nitrates in Morro basin wells. As a result, RWQCB asked the City to conduct a caffeine test of the well water. A caffeine test is a means of detecting the presence of sewage in groundwater and is a test that has been conducted in Morro Bay in the past. Back in 2010, blended water from the King Street tank water was tested; while most of the water had been cleaned by the reverse osmosis trains at the desal plant, caffeine was still detected. She thinks that Council was never told about the caffeine and that no further tests were run to determine which wells it came from. The caffeine testing requested by RWQCB will isolate the wells where the contamination is present. The board asked for the results by September but didn't get them. Instead a consultant was hired and the project expanded from something simple to something much bigger. She feels this is a major waste of staff time and taxpayer money. If caffeine isn't found in the wells, then we're done. She requested Council direct staff to only do the caffeine test for now.

Cindy Edwards, on behalf of the Chamber, invited Council and staff to attend the Business Forum on October 23rd at the Vet's Hall from 830-10am. It will be a panel discussion on the current MAS business license audit. She encouraged business owners to send questions to Kelly Wells.

Amy Burton asked for support on Measure D which is a \$177 million Bond Measure for SLCUSD. It equates to approximate \$49 per \$100K of assessed property value and will last for 30 years. We need to take pride in our schools, our facilities and especially in our high schools which have many infrastructure needs.

Jen Ford, PTA President of Del Mar Elementary stated that Del Mar Elementary voted to endorse Measure D. This Sunday, October 19th, Del Mar will be hosting their Annual Fall Festival which is their biggest fundraiser of the year. She hopes to see lots of participation.

Joan Solu invited the entire community to a workshop being held on October 21st at the Golf Course – “Unlocking the Secrets of Business Improvement Districts” being given by John Lambeth of Civitas. Also, as a community member, it’s important that we all hold our schools in high regard, please vote yes on Measure D.

Janice Peters stated that the Chamber Board of Directors has been contacted with concerns and questions about the business license audit. She states that she understands the methods seem intimidating. She asked Council to agendaize for discussion. She worries they aren’t representing the City in the proper way.

Garry Johnson said his grandkids were here over the summer, and they love being by the beach. He thanked Joe Woods and Eric Endersby for their department’s ocean awareness programs. He told them they have good skilled people running their programs.

Marla Jo Bruton Sadowski was happy to see that the community seems to be coming together for its betterment. She is fearful that we don’t have a sustainable drinking water aquifer in Morro Bay anymore but we can if we go to a water reclamation facility. She wants to encourage our community to support a sustainable water source for Morro Bay. If we go to CMC, we lose our first rights to the water.

Susan Stewart is hoping Council will look at agendaizing a discussion on the actions of MAS and agree to review the goals of the City in hiring them. She feels we are in danger of losing some unique business models in the City and need to review the codes to look at accurate and legal enforcement. Other communities have also had struggles with MAS and the way they conduct business. She is also concerned with vendors who come to town as wholesalers. These are the midweek business travelers who come once or twice a year and who help keep the town running, to see and sell to a few businesses; they are not “Cisco”. She urged us to look at other cities; for example, San Francisco has a “7 Day Rule” exempting out of town businesses from having a license if they don’t do more 7 days of business in the City in a year. San Jose doesn’t require a license unless you do 5 days of work in the course of a year. She also recommends a review of the process and an amnesty or moratorium on penalties to allow people to pay their license fees.

Bill Martoney spoke on the WRF site location. He feels that CMC would be a problem; they currently have a fine of \$500,000 against it for their treatment plant. Highway 41 at the McElvaine property is an excellent location and keeps water under the Morro Bay jurisdiction. The Chorro Valley is fully recharged. If we put water into Chorro Creek, we won’t be able to touch with the current laws. You could also piggy back with Los Osos for only \$20 million.

Doug Claassen spoke on the MAS audit. If we use these people, they need to come in person, talking over the phone, letters, texting doesn’t work. He also spoke on the homeless living in the creek by his RV park. They are breaking into his property, using his showers, stealing from camper sites, going through garbage; hopefully something can be done about this.

The public comment period was closed.

A. CONSENT AGENDA

Unless an item is pulled for separate action by the City Council, the following actions are approved without discussion.

A-1 APPROVAL OF MINUTES FOR THE SPECIAL CLOSED SESSION CITY COUNCIL MEETING HELD ON SEPTEMBER 23, 2014; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 APPROVAL OF MINUTES FOR THE SPECIAL CITY COUNCIL MEETING HELD ON SEPTEMBER 23, 2014; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-3 APPROVAL OF MINUTES FOR THE CITY COUNCIL MEETING HELD ON SEPTEMBER 23, 2014; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-4 ACCEPTANCE OF A GRANT OF EASEMENT FOR SEWER PURPOSES FROM JERI LYNN CLARK (1620 PRESTON LN.); (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution No. 64-14 accepting the Grant of Easement for sewer purposes on a portion of Parcel 2 as shown on Certificate for Lot Line Adjustment recorded as Document Number 2014038155 (1620 Preston Ln).

A-5 APPROVAL OF RESOLUTION 65-14 ADOPTING THE URBAN FOREST MANAGEMENT PLAN; (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution 65-14 adopting the City's Urban Forest Management Plan (UFMP) as a framework to guide the City in its management of our urban forest.

A-6 STATUS REPORT OF A MAJOR MAINTENANCE & REPAIR PLAN (MMRP) FOR THE EXISTING WASTEWATER TREATMENT PLANT; (PUBLIC SERVICES)

RECOMMENDATION: Receive and file.

A-7 WATER RECLAMATION FACILITY (WRF) PROJECT STATUS AND DISCUSSION; (PUBLIC SERVICES)

RECOMMENDATION: Receive and file.

A-8 RESOLUTION NO. 67-14 ADOPTING THE AGREEMENT WITH THE MORRO BAY MANAGEMENT EMPLOYEES AND RELATED COMPENSATION; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Adopt Resolution No. 67-14, approving the two-year Agreement with the Morro Bay Management Employees. The term of the Agreement is from July 1, 2014 through June 30, 2016.

A-9 Resolution No. 66-14 Adopting the Agreement with the Morro Bay Confidential Employees and Related Compensation; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Adopt Resolution No. 66-14, approving the two-year Agreement with the Morro Bay Confidential Employees. The term of the Agreement is from July 1, 2014 through June 30, 2016.

A-10 Resolution No. 68-14 Adopting the Memorandum of Understanding (MOU) with the Morro Bay Peace Officers Association and Related Compensation; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Adopt Resolution No. 68-14, approving the two-year MOU with the Morro Bay Peace Officers Association. The term of the MOU is from July 1, 2014 through June 30, 2016.

The public comment period was opened for the Consent Calendar.

Jennifer Redman spoke on Item D-1; as a business owner in Morro Bay, she feels the LEAP program will be good for Morro Bay and hopes we find the funding. The Chamber wants to focus on how to help Morro Bay business and this will do that.

The public comment period for the Consent Calendar was closed.

MOTION: Councilmember Nancy Johnson moved the City Council approve the Consent Calendar as presented. The motion was seconded by Councilmember Leage and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No's: None

B. PUBLIC HEARINGS - None

C. UNFINISHED BUSINESS / SECOND READING AND ADOPTION OF ORDINANCES

C-1 PRESENTATION AND REVIEW OF THE REPORT REGARDING INITIAL FINDINGS ON GRANTS AND STRATEGY FOR THE FUTURE CITY OF MORRO BAY WATER RECLAMATION FACILITY BY KESTREL CONSULTING; (PUBLIC SERVICES)

Public Services Director Rob Livick introduced Monica Reed of Kestrel Consulting who gave a presentation on grants and strategies for the future WRF. Their key questions to be answered are what are the maximum amount of grants to be reasonably expected; what grants and loans are available now; what are the unique funding opportunities associated with either of the two sites;

does alternate project delivery constrain grants or loans; what is a recommended approach to grants and strategy? The reality of grants is that few grants are for “business as usual”; programs are very competitive; proposals are scored on how well they meet the funders’ objective; and the highest score wins. The sources for grants are Federal – annual programs, special appropriations and research; and State – statewide water bonds, programs funded by legislature and proposition bonds. The grant application process can take 12-18 months from start to finish; 2-6 months for the proposal; 4-10 months for review and ranking; 1-2 months for the award process; and 3 months for the grant agreement/contract – there will be no funds until then. Every grant program is oversubscribed. The Feds are up to 10x oversubscribed, State is oversubscribed up to 4x’s, they are very competitive, there is low tolerance for risk and there are higher thresholds for match; there are also limits on eligibility. Grant applications can cost anywhere from \$10,000 - \$200,000 or more; the financial match can be 20-75% or more of the total project cost; overhead and administrative costs are not reimbursed; and some have ongoing requirements. There is a requirement that cash reserves are needed to float project costs; reimbursement takes 1-4 months for 90% payment; the final 10% at project completion, when all issues are resolved. Grants are perishable, what is available now is available now – your project has to be at the right stage of readiness to be able to apply. 25% funding is the best case scenario and 10% funding is realistic. The bad news for the City is that we are not economically disadvantaged, we are not rural (our population is over 10,000), we have low unemployment, and we aren’t located in the Metropolitan Water District. The grants and loans that are available now at the federal level thru the Bureau of Reclamation are WaterSMART Title 16 Feasibility Study Grants which will pay up to 50% of the cost of a feasibility study up to \$150,000, require a 50% local match, and has high competition; Title 16 Construction Grants where the project must be authorized by Congress for up to a specific dollar amount, the feasibility study must be completed and approved by the Bureau and Congress must appropriate funds (minimum of a 3 year process); and, other WaterSMART Grants whose objectives change from year to year, average approximately \$300,000 (there are a handful made up to \$1.5 million). There are also State grants of which the money from Proposition 40 and 50 are exhausted, funds from Proposition 84 are 96% spent and Proposition 1 is on the November ballot. Proposition 1 calls for \$810 million for competitive grants and loans to integrated regional water management plan projects, \$725 million for water recycling and advanced water treatment technology projects, and \$2.7 billion for water storage projects. If this Proposition passes, the grant guidelines will be revised or developed through the public process and should occur in 2015. The IRWM Grant program and the Water Recycling Facilities Grant program could potentially contribute \$1-3 million each towards construction. As far as what is available now, there is up to \$12 million of Prop 84 IRWM grant money available for the Central Coast as well as grants for stormwater features, public access or recreation. There are low interest loans. The Clean Water State Revolving Fund will loan at 1% interest for water recycling projects (this ends 12/20/15); there is the Regular Rate Loan which is equal to ½ GO bond rate (approx. 2%); up to \$50 million per project can be used for planning and construction; the loan process takes up to 9 months to go through. There is the California Infrastructure and Economic Development Bank whose rates are set monthly with up to a 30 year term and can receive up to \$25 million. Other opportunities are based on what and where you build.

The public comment period for Item C-1 was opened.

Bill Martoney stated that when he was listening to the JPA meeting, the Regional Water person speaking said that if the Water Bond passes, he would be able to push through or help facilitate getting a 1% loan. A state of the art plant gets further ahead; we should be looking at an MDR plant.

The public comment period for Item C-1 was closed.

Councilmember Smukler affirmed that we should weave into the project description and approach the story of the managed retreat and climate adaptation/hazard mitigation as that is a key component and could help with grant funding.

This report was received and filed

D. NEW BUSINESS

D-1 DISCUSSION ON ENGAGING DON MARUSKA & COMPANY TO PREPARE AND IMPLEMENT A LOCAL ECONOMIC ACTION PLAN (LEAP) FOR MORRO BAY; (ADMINISTRATION)

City Manager Dave Buckingham presented the staff report and then introduced Don Maruska of Don Maruska & Company who has proposed the development of a Local Economic Action Plan (LEAP) for the City. Don stated that strengthening and building community is essential; you can do this by linking residents, businesses and visitors together. You need to get them together on a shared set of interests / initiatives. Key factors for success in a business-led program include commitment and leadership from businesses; broad and active support from Council; open, inclusive process; fact based input; insights from elsewhere, clear focus on tangible, meaningful actions; emphasis on early wins and long term results; review and endorsement of the Plan by Council; follow up for effective implementation; and supportive facilitation. The process for Morro Bay's LEAP will be to create a strategic framework; facilitate action planning; review and endorse the plan; support implementation; and review results and update. How is this effort going to be different from prior efforts? This plan is different in that there is inclusivity of program and effort; it is fact based input to get data; can the box be bigger than we envision it to be; with the support of others; alignments and communication back and forth; implementation commitment; and opportunity for Morro Bay to LEAP forward together to create the community you want to have.

Christine Rogers with EVC is excited to be a part of this process; we will have access to data analysis programs and EDD data. We have an Eco System here, it may not be functioning at full capacity; what is lacking is the focus and infrastructure for communication and support. We need an infrastructure in place so that business members can easily engage and opportunities can be shared. She promised that EVC is here to support the program.

The public comment period for Item D-1 was opened.

Jeff Weir is a certified Economic Developer who stated he went through this in Salinas. He urged the Council to move forward with this; if you don't, you will let someone else determine your future. He suggested doing this on a regional basis; you need to recognize the value of your

surroundings. He ended by urging Council to look at “what are you going to do for our children?”

John Headding has tremendous support for what Don has designed and the new City Manager has endorsed. He encourages you to support it and move it forward quickly.

The public comment period for Item D-1 was closed.

Mayor Irons stated we have an action plan presented to us that he can support. The implementation component is critical to success and alignment is part of the buy in from visitors, residents and businesses. He is secure that we have funds available through Risk Management as was discussed in the budget workshop process.

Councilmember Christine Johnson is looking forward to bringing someone on board to facilitate moving this forward. She is ready to vote yes tonight. She agrees that implementation is the key; it’s what builds trust.

Councilmember Leage stated that this is a very positive thing coming out of this Council; this is one thing we can all get behind.

Councilmember Smukler like Don’s direct and hands on approach. We have the right person, cost is affordable and he sees a huge return on investment.

MOTION: Councilmember Christine Johnson moved approval of staff recommendation, contract with Don Maruska & Company for the preparation and implementation of a Local Economic Action Plan known as LEAP. The motion was seconded by Mayor Irons and carried unanimously, 5-0.

Ayes: Irons, C. Johnson, N. Johnson, Leage, Smukler

No’s: None

E. COUNCIL DECLARATION OF FUTURE AGENDA ITEMS

Councilmember Nancy Johnson requested a discussion regarding MAS and their process to include options for cancelling the contract to a forgiveness program. She would like to see this at the next Council meeting; all Councilmembers concurred.

ADJOURNMENT

The meeting adjourned at 9:35 p.m.

Recorded by:

Jamie Boucher
City Clerk



AGENDA NO: A-4

MEETING DATE: October 28, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE:** October 10, 2014

FROM: Joseph M. Woods, Recreation and Parks Director

SUBJECT: Approve the Use of Governmental Impact Fees to Refurbish the Del Mar Parking Lot and Walkway

RECOMMENDATION

City Council authorize staff to use Governmental Impact Fees (Parks) to augment funds available in the Park Fee Fund and Tennis Court Project Fund for refurbishing the parking lot and walkway at Del Mar Park. This recommendation supports City Council's adopted goal of Improving City Infrastructure.

ALTERNATIVES

1. Deny the use of the Governmental Impact fees and provide staff with alternative funding options for refurbishing the parking lot and walkway at Del Mar Park.

FISCAL IMPACT

Current available balance in the Parks line item within the Governmental Impact Fees Fund is \$76,352. Staff requests the use of \$75,000 of this money to partially support the refurbishing of the parking lot and walkway at Del Mar Park.

SUMMARY

The proposed expenditure is not currently in the approved budget, and staff is requesting City Council's review and approval of spending \$75,000 from the Governmental Impact Fee Fund for refurbishing of the parking lot and walkway at Del Mar Park.

BACKGROUND

This fund was established in October 2007 when City Council passed Resolution No. 47-07, establishing Development Impact fees, part of which are Governmental Impact Fees. These fees are collected to ensure new development pays the cost of infrastructure expansion required to meet the needs of that new development, effectively transferring the cost burden of growth from the existing rate and tax payers. The money collected can be used on capital projects for new facilities, vehicles, and rehabilitation and/or renovation of existing facilities, so long as the rehabilitation or renovation is needed to serve the new development that has paid the fee.

Prepared By: JW

Department Review: _____

City Manager Review: _____

City Attorney Review: _____

At the October 22, 2013, City Council meeting, Park Fee Funds were redirected from the Northern Waterfront Implementation Plan to the Recreation and Park Department's Work Program. Staff then met with the Recreation and Parks Commission (RPC) on November 21, 2013, to discuss the Work Program in progress and start discussions for FY 2014/15 expenditures. The RPC identified the Del Mar Parking Lot as a high priority rehabilitation item and approved it as a part of the Work Program for FY 2014/15 on February 4, 2014.

DISCUSSION

Refurbishing the parking lot and walkway at Del Mar Park is found as an alternate in the Pavement Management Plan's 2015 Streets Rehabilitation Program. The engineer's estimate for restoring the parking lot and walkway is approximately \$150,000. It is hoped the funding for the parking lot and walkway will be completed using a combination of sources to include the Governmental Impact Fee Fund if approved, the Park Fee Fund and the Del Mar Tennis Court and Pathway project.

CONCLUSION

The parking lot and walkway at Del Mar Park is in disrepair and in great need of rehabilitation. The cost for the project is estimated at approximately \$150,000 and currently no single fund is available to entirely cover the expense. Utilizing a combination of funding sources, including the use of Governmental Impact fees would allow for the completion of this long needed infrastructure improvement project.

~~Councilmember Smukler stated we need to look at all of our costs, not hide any or single any out. He agrees it's too early to know what those reclamation costs may be. He wants to make sure the community has the opportunity to hear more and know where these costs have come from and where they can go in the future. While it's uncomfortable to talk about raising rates, we have to; it's also important to set policy so this doesn't happen again. This has been punted long enough; we need to move forward so the public can make good decisions.~~

Mayor Irons talked about having a revenue rate review program and look at what a policy would look like within this study. It sounds like water reclamation would be talked about when we had more information.

Councilmember Christine Johnson thanked staff for all the historical information; it will be interesting as we move forward, to be able to refer residents back to the staff report. She is comfortable based on discussions tonight in moving forward with a rate study with the expectation that the first stop will be at PWAB to allow opportunities for the public to provide input.

Councilmember Smukler stated that the scope for the RFP is important to make sure we get what we need. He likes the idea of stopping at PWAB with the scope of the RFP for their review before going out. Mr. Livick stated he could take the draft to PWAB but it would delay getting out the RFP. Or we could appoint a couple of PWAB members to serve in helping select a consultant as we did with the WRF.

MOTION: Councilmember Smukler moved to authorize staff to issue an RFP for a rate study for water and sewer rates with additional background information including rate review policy and the expectation that a subcommittee from PWAB will be involved in the review of the scope and selection of consultant and that the study will include a review of costs and information regarding the entire water portfolio including reclamation costs. The motion was seconded by Councilmember Christine Johnson and carried 5-0.

C-2 REVIEW AND CONFIRM THE MASTER PLANNING PROCESS FOR THE NORTHERN WATERFRONT IMPROVEMENT PLAN; (RECREATION & PARKS)

Recreation & Parks Director presented the staff report.

The public comment period for Item C-2 was opened.

Betty Winholtz is disappointed there was no information or visuals in the report to inform the public about what you are referring to with Alternative C. The idea that we would use all of the parking-in-lieu funds on one project when there are other needs within the park system isn't advisable. Personally for those that don't want to see this become an urban park as currently it is a natural area. Please give us more information and consider the fact it may not be the financial time to do this.

Linda Donnelly asked if the project for the Fishermen's Family Sculpture alters that area. How much of that area would be built up or changed.

Mr. Woods stated that the location is out at Goodbye Point. There is a lack of visuals as he wasn't trying to sell the project itself, just trying to move forward to master planning. Have had multiple concept and planning meetings over the years but didn't think it was relevant to this staff report.

Councilmember Nancy Johnson is very much in favor of moving forward with this. She thinks we can always spend more money upgrading the parks that we have; we need to designate this money to move forward with this master plan. If we don't get a master plan and get community input we won't go any further with this.

Councilmember Smukler stated he is looking around at our parks and see a lot of maintenance needs that we have to keep up with what is currently there. There are also lots of question marks at Coleman Park; ie: boat haul out, USCG, bike path/trail, etc. He feels like we are getting ahead of ourselves without having information on what the future holds there. He wondered how this money could be used elsewhere on needs that we know exist.

Mr. Woods stated that the Fisherman's Family Sculpture can still be moved along. There are needs in our park system such as the continual development of the master plan at the Teen Center, restroom replacement, failing play structures, turf eliminations, parking lots that need serious work, etc. If we didn't use these funds in the Coleman/Target Rock Master Planning Process then they would look to other projects to enhance and improve the parklands.

Councilmember Smukler stated that looking at that list, there are great needs which doesn't diminish the need for a master plan but we can do that after, when we have more information.

Councilmember Leage stated that we are missing a chance to develop this area which would be a great attraction for tourists. This is a project that we could use to leverage off to do the things we need to do in this town. Not doing this now is a big mistake; a lot of people have been talking about this. We need to develop the master plan now.

Councilmember Christine Johnson thinks that we could use a Parks Maintenance Plan. These funds enhance what you are already doing with your work program. A compromise would be that when the Fisherman's Family Sculpture was ready, then maybe we can revisit this then.

Mayor Irons stated that in the summary of the report, Concept C was adopted by Council in 2008 so any master plan that we'd go forward with would be those shown in the outline. Based on that, he feels we can still maintain this concept and delay it until we find out what happens with the USCG project and/or other significant projects in the area.

Councilmember Nancy Johnson said this has gone on too long. There will always be park projects and things needing to be replaced or improved. If this doesn't happen now, it never will.

Councilmember Smukler stated we are premature doing this right now because of all the questions we have about the future there. We aren't risking moving forward with the Fishermen's Family Sculpture by not moving forward with this master plan.

Councilmember Christine Johnson asked what would happen if we revisit this in 6 months; that would give the USCG time; see where the Fishermen's Family Sculpture is; and will have had the Recreation & Parks work plan which is due in January.

Councilmember Nancy Johnson stated this is a separate item from the sculpture and the USCG.

Councilmember Leage stated that with the uncertainties, maybe we should delay the bike path because how do we know it will fit in with the master plan.

MOTION: Councilmember Smukler moved to direct Mr. Woods to work with the Recreation & Parks Commission and evaluate the work program and what could be accomplished with the existing funds in the parks fund and revisit the master plan at a later date as more information becomes available. The motion was seconded by Mayor Irons.

Mayor Irons would like to see a date certain to come back with the master plan in the motion; he leans towards 6 months.

Councilmember Nancy Johnson stated it doesn't matter to have a date certain, as you will have already spent the money so even if the master plan comes back, the money will be gone.

Councilmember Christine Johnson suggested 4 months for a revisit and asked if Recreation & Parks would be ready for that.

Councilmember Nancy Johnson called the question.

The motion was voted on and failed 1-4 with Mayor Irons and Councilmembers Christine Johnson, Nancy Johnson and Leage voting no.

MOTION: Councilmember Smukler moved to direct Mr. Woods to return to the Recreation & Parks Commission with a request to review the work program along with the Master Coleman Northern Waterfront Improvement Plan and evaluate options to accomplish as much as possible with the existing parks fund and additional matching funds as available. The motion was seconded by Councilmember Christine Johnson and carried 3-2 with Councilmembers Nancy Johnson and Leage voting no.

~~D. NEW BUSINESS~~

~~D-1 MULTI-HAZARD EMERGENCY RESPONSE PLAN AND EMERGENCY OPERATIONS CENTER REVIEW; (FIRE)~~

~~The other correspondence received is from Kathryn Thomas regarding Pickleball. Staff Woods stated that we are excited about Pickleball and very interested in promoting the sport in Morro Bay. The existing tennis courts at Monte Young and Del Mar can be modified for Pickleball. Another option would be the basketball court at Coleman Park with the idea of striping two Pickleball courts and using portable fencing. Staff Woods also mentioned possible indoor space at the Vets Hall and the Community Center, although there would be very limited times available.~~

Commissioner Sidaris stated his support of using Coleman Park for Pickleball.

Commissioner Croley asked about using the gym at Del Mar Elementary. She stated that she feels Del Mar Elementary is an under-utilized facility.

Commissioner Swain stated that in Fountain Valley Pickleball is played crossways on tennis courts with specific times set aside for Pickleball.

A-4 RECREATION AND PARKS DEPARTMENT STATUS REPORT

Staff Woods summarized the Department Program/Project Status Report. Staff Woods invited the RPC to contact staff if they are interested in additional information on any items listed in the report.

MOTION: Commissioner Croley moved to accept Consent Calendar Items A-2 and A-4 for file. The motion was seconded by Commissioner Swain and carried. (6-0)

B. PUBLIC HEARINGS

~~None~~

C. UNFINISHED BUSINESS

C-1 REVIEW WORK PROGRAM

Staff Woods presented the Work Program for a mid-year review prior to the January review for the 2014/15 fiscal year. Staff Woods stated that staff is looking for input from the RPC on any projects they want to be included in January's review.

Staff Woods reported that at their regular meeting on October 22, 2013, City Council requested that the RPC review the Work Program with the Northern Waterfront Implementation Plan (NWIP) in mind, and try to accomplish as much of the program as possible with the current balance of Park-In-Lieu fees. The City Council has put the master planning of Coleman Park, Target Rock and the Rock parking lot on hold. Staff Woods stated that no formal motion is needed tonight, just acceptance for file with possible notes of emphasis on any projects that are a priority for the RPC. Staff Woods reviewed which items on the 2013/14 Work Program have been completed or will be completed this fiscal year.

Commissioner Croley asked that the BMX bike park be included in the 2014/15 Work Program as well as the Fisherman's Family Sculpture.

Commissioner Coxwell requested that the Del Mar parking lot and restrooms be a priority in the Work Program.

Chair Bates noted that with the spring 2014 delivery of the Fisherman's Family Sculpture, we should likely adapt the master plan in order to receive the sculpture. Staff Woods responded that the public art proposal for the sculpture has been approved but there is no site specific plan for the area. The sculpture is to be placed in the south-west corner of

the Target Rock area and there are costs associated with adjusting the master plan and getting the area ready. It is staff's recommendation that Park-In-Lieu fees be used towards preparing to receive the sculpture.

Commissioner Croley stated that we need to fix what we have before developing new areas along the waterfront. Commissioner Swain agreed that we need to concentrate on maintenance and replacing restrooms.

Staff Woods noted that it is Council's intent to use the funds for tangible items and they are interested in what the RPC would want to bump to the front and really concentrate resources on. Staff agrees that we need to work on what we have and continue to make small improvements. Staff Woods further noted that not being prepared to receive the public art could be awkward and that we do have the resources to do some site specific plans but he is not suggesting that all the funds be used for that project. Spring of 2014 will be quickly upon us and a few months will be needed for site preparation. Staff Woods also noted that there are restrooms and play structures in need of replacement. Staff is looking for direction from the RPC on how to specifically concentrate resources.

Commissioner Coxwell inquired if we are committed to prepare a site for the sculpture. Staff Woods responded that the site has been dedicated to the sculpture and staff has determined that a minimal amount of preparation is necessary. Some of the preparation would include vehicle and pedestrian improvements. He further noted that any improvements made to the site can be incorporated into any future master planning of the area.

MOTION: Commissioner Coxwell moved that staff put preparing the site to receive the Fisherman's Family Sculpture on the Work Program as well as making improvements to Del Mar Park restrooms and parking lot a high priority on the Work Program. The motion was seconded by Commissioner Croley.

Commissioner Swain asked if the funds to be used to prepare the sculpture site would be general funds. Staff Woods responded that it would be Park-In-Lieu fees that would be used not general funds.

Commissioner Croley stated that we are committed to receive the sculpture but are trying to prioritize between bathrooms and play structures and it's not clear how to move forward.

Staff Woods stated that the fact that the sculpture is not on the Work Program does not mean it can't be funded. Not having the NWIP master plan move forward using Park-In-Lieu fees at the Council level does not eliminate the need to improve the site to receive the sculpture. If it is not a priority for the RPC to make the necessary site improvements then the sculpture will have to be stored in an off-site area until funds are secured.

Commissioner Sidaris recommended making minimal improvements to the site in order to prepare for the sculpture and eventually incorporate further improvements into the master plan.

Commissioner Croley stated that we should not make the improvements unless we can do the entire project. We should wait until enough funds are available to do the entire project.

Staff Woods has a tentative meeting with the design team coming up soon and they will be addressing potentially scaling back the improvements for the sculpture area in an effort to prepare to receive the art.

Commissioner Swain recommended that the design be developed in a way that it can be implemented in stages so that the sculpture can be received and placed on the site.

Staff Woods summarized what he understood to be RPC's direction: make replacing the restroom and resurfacing the parking lot at Del Mar Park a priority on the Work Program for 2014-15 and allocate some of the Park-In-Lieu fees for preparing the site at Target Rock to receive the sculpture.

MOTION: Commissioner Croley withdrew her second of the motion. Seconded by Commissioner Swain and carried. (5-1 Croley)

~~D. NEW BUSINESS~~

~~D-1 PROGRAM EVALUATIONS~~

~~Staff Sweeny gave a summary of program evaluations for Boys Middle School Volleyball, Middle School Track and Field, Spring Adult Softball, Rock to Pier Run and Labor Day Tournament. Staff Sweeny noted that we are now including the indirect revenue of the value of volunteer hours in our program evaluations. This volunteer value rate is based on the national group The Independent Sector Value Volunteers' 2012 rate of \$22.14 per hour.~~

~~Motion: Vice Chair Sidaris moved to accept the program evaluations for file. Seconded by Commissioner Romero and carried. (6-0)~~

~~D-2 INITIAL REVIEW OF PROPOSED INTEGRATED PEST MANAGEMENT POLICY~~

~~Staff Woods stated that this item is brought to the RPC by direction of the City Council. Staff Woods asked to break protocol to mention there was a member of the public present earlier, Marge Leggerton (leader of the community group Save Our Squirrels) that thought she could speak on this item as public comment when the item came up, as it is done at City Council meetings. She was informed that the current format for RPC meetings is to have public comment at the beginning of the meeting only. Staff will be looking into adjusting the RPC meeting format to be consistent with City Council meetings if the Council so desires. Staff Woods shared the following comments from Ms. Leggerton:~~

- ~~• Mr. Woods is trying to make a good faith attempt to give the City a policy for direction it currently doesn't have.~~
- ~~• The template chosen needs to be molded to fit Morro Bay.~~
- ~~• This policy discussion is before the RPC tonight because the City put out poison in parks to kill squirrels. Based on this policy proposal, the method used would not be allowed.~~
- ~~• The word "pests" is too broadly defined.~~
- ~~• A City policy needs to reflect our values, and how those values will be encompassed in objectives and an action plan.~~
- ~~• Members from Save Our Squirrels (SOS) would be happy to serve on a sub-committee with members of the RPC to help craft an appropriate policy.~~

~~Staff Woods presented the staff report, noting that the City has provided pest management for years, but has not enacted a formal policy. Such a policy enhances the City's ability to respond to public concerns. Staff Woods also noted that City staff does not apply pesticides, only herbicides on a limited basis. The City utilizes outside companies for the application of pesticides. Staff Woods also stated that the development of an Integrated Pest Management policy (IPM) will provide the structure and the protocol to ensure consistent response to pest situations. Staff Woods emphasized the importance of input from community groups and residents in the implementation of an IPM.~~

~~Vice Chair Sidaris stated that he has been contacted by some Morro Bay residents with their concerns about pest management. He believes the plan is comprehensive but is in favor of creating a subcommittee that includes the public. He would like to make sure staff supervises the application of any pesticides.~~

**A PROCLAMATION OF THE CITY OF MORRO BAY
DECLARING NOVEMBER 15, 2014 AS ARBOR DAY**

**THE CITY COUNCIL
City of Morro Bay, California**

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

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

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

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

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

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

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

WHEREAS, Morro Bay has been recognized for the past twenty-two (22) years as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Morro Bay does hereby proclaim November 15, 2014 as ARBOR DAY in the City of Morro Bay, and urges all citizens to support efforts to protect our trees and forests and encourage them to continue their planting ways.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Morro Bay to be affixed this 28th day of October 2014

JAMIE L. IRONS, MAYOR
City of Morro Bay, California



AGENDA NO: A-6

MEETING DATE: October 28, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE:** October 13, 2014

FROM: Eric Endersby, Harbor Director

SUBJECT: Approval of Resolution 69-14 for the Assignment and Assumption of Lease Site 68/68W (Harbor Front Suites, Held) Located at 591 Embarcadero from 591 Embarcadero, LLC to the Viole' Family, LLC

RECOMMENDATION

Staff recommends the Council approve Resolution 69-14, for the Assignment and Assumption of lease Site 68/68W.

ALTERNATIVES

1. Approve Resolution 69-14, for the Assignment and Assumption as proposed.

FISCAL IMPACT

There is no fiscal impact to this action.

BACKGROUND

Lease Site 68/68W is owned by 591 Embarcadero, LLC (Smith and Hannah Held) doing business as the Harbor Front Suites under a 40-year lease entered into in 2009. This lease was negotiated after the tenants agreed to a complete redevelopment of the site from the ground-up. The redevelopment commenced in 2012 and a Certificate of Occupancy was obtained last fall.

This site redevelopment was a mirror-image of a site redevelopment on the adjacent lease site to the south, 67/67W, operated by The Viole' Family, LLC doing business as La Roche. Both sites commenced and completed construction roughly on the same schedule, and both substantially upgraded underperforming lease premises and retired outdated leases. In addition, both sites share certain utilities and a common land and dock area under a Reciprocal Easement and Maintenance Agreement.

DISCUSSION

The Helds have applied for an Assignment and Assumption of their lease agreement to the Viole's as they are currently in escrow with them on the sale of the site. The fee payment and all documents necessary for the assignment are submitted. The Lease Agreement for Lease Site 68/68W stipulates

Prepared By: _____ Dept Review: _____
City Manager Review: _____
City Attorney Review: _____

that any assignment of the lease will be by resolution of Council. Even though these two individual lease sites will be owned by the same entity, these leases will remain as individual sites, with individual agreements.

CONCLUSION

Both the Heds and Viole's are tenants in good standing and have a solid track record of lease management, including the successful completion of major redevelopment projects. Staff is recommending approval of Resolution 69-14 for the assignment of Lease Site 68/68W from the Heds to the Viole's.

RESOLUTION NO. 69-14

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
ASSIGNING LEASE SITE 68/68W LOCATED AT 591 EMBARCADERO TO
THE VIOLE' FAMILY, LLC**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the City of Morro Bay is the lessor of certain properties on the Morro Bay Waterfront described as City Tidelands leases and properties; and

WHEREAS, since 1995, 591 Embarcadero, LLC/Smith and Hannah Held have been the lessees of Lease Site 68/68W and are tenants in good standing; and

WHEREAS, the Viole' Family, LLC/Inez Viole' are currently the lessees of Lease Site 67/67W adjacent to the south of Lease Site 68/68W and also are tenants in good standing; and

WHEREAS, 591 Embarcadero, LLC is selling their Master Lease and have applied for assignment of the Master Lease for Lease Site 68/68W to The Viole' Family, LLC, and both parties are currently in escrow on said property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, as follows:

1. Said Assignment and Assumption Agreement approval is contingent upon successful closing of escrow between 591 Embarcadero, LLC/Smith and Hannah Held and the Viole' Family, LLC/Inez Viole'; and
2. The Mayor is hereby authorized to execute said Assignment and Assumption Agreement as approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 28th day of October, 2014 on the following vote:

AYES:

NOES:

ABSENT:

Jamie L. Irons, Mayor

ATTEST:

Jamie Boucher, City Clerk





AGENDA NO: A-7

MEETING DATE: October 28, 2014

Staff Report

TO: Mayor and City Council **DATE:** October 28, 2014

FROM: Scot Graham, Planning Manager
Geiska Valasquez, Contract Planner

SUBJECT: Authorization to Submit Caltrans Sustainable Transportation Planning Grant Application

RECOMMENDATION

Adopt Resolution 70-14 authorizing staff to submit a grant application to the California Department of Transportation (Caltrans) for a Sustainable Communities grant in the amount of \$249,000 for the preparation of the Morro Bay Sustainable Transportation Study and Adaptation Strategies Plan and \$34,000 grant match.

ALTERNATIVES

- A) Direct staff to discontinue application for the Caltrans Planning Grant in the amount of \$249,000
- B) Increase or decrease amount of grant request and corresponding match funds. An increase in grant amount would trigger a pre-award audit by the State.

FISCAL IMPACT

Staff anticipates the total cost for preparation of a Sustainable Transportation and Adaptation Strategies Plan update will not exceed \$283,000. Staff is recommending applying for a planning grant in the amount of \$249,000. Caltrans requires a formula cash match of 11.47% (of the total project cost of \$283,000) for the Sustainable Communities Planning Grants. Staff recommends a match of 12% in the amount of \$34,000. A cash match of slightly more than the minimum makes the grant application more competitive. This funding is anticipated to be taken from existing Traffic Impact fees collected by the City. Payment of grant funds is on a quarterly reimbursement basis by the above percentage split through the Caltrans local assistance planning office.

BACKGROUND

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) current Mission: *Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.* Grant Program Overarching Objectives were also identified to ensure consideration of these major efforts in transportation planning, including: Sustainability, Preservation, Mobility, Safety, Innovation,

Prepared By: SG

Dept Review: RL

City Manager Review: _____

City Attorney Review: _____

Economy, Health, and Equity.

The Sustainable Communities grant funds transportation planning projects that identify and address mobility deficiencies in the multimodal transportation system, encourage stakeholder collaboration, involve active public engagement, integrate Smart Mobility 2010 concepts, ultimately result in programmed system improvements, and achieve the Caltrans Mission and overarching objectives.

- **Estimated Budget** – \$8.3 Million Total (\$2.8 Million, Federal Transit Administration, Section 5304; \$5.5 Million, State Highway Account)
- **Local Match Requirement** – 11.47% of the total project amount

DISCUSSION

The effort to prepare an updated General Plan and related elements continues and staff continues to pursue supplemental funding to proceed. The longevity of the previously adopted plan, coupled with new State legislation and guidelines, presents some unique challenges to preparing a new plan. The Sustainable Transportation Study and Adaptation Strategies Plan will identify and address mobility deficiencies in the multimodal system, encourage stakeholder collaboration, involve active public engagement, and integrate Smart Mobility concepts. It will also result in recommendations for system improvements identified and ready for immediate programming; will advance the efforts of the City to reduce transportation related greenhouse gas emissions; will assist in creating a sustainable Morro Bay community; will advance the City's effort to address the impact of climate change and sea level rise; will identify context sensitive solutions including Complete Streets design as well as address climate change adaptation strategies (in concert with the Vulnerability study); and, will evaluate accessibility and connectivity of the multimodal transportation network in the Morro Bay area specifically evaluating bicycle, pedestrian, transit, trolley, and others.

The data gathered, study findings, and project recommendations will be assimilated into an easy to use format for use in the update of the Circulation Element and General Plan, greatly reducing the amount of resources needed to conduct research and public engagement during that process.

The grant application is seeking funding in the amount of \$249,000 for the preparation of a study that would identify multimodal system deficiencies and transportation vulnerabilities to sea-level rise and climate change; identify strategies to reduce greenhouse gas emission, adapt to sea level rise and other climate change effects; and inform capital infrastructure plans, the General Plan/Local Coastal Plan update, and SLOCOG Regional Transportation Plan (RTP); as well as set priorities for City transportation investment for the next 20 – 25 years. The grant requires \$34,000 in matching funds which would be taken from existing Traffic Impact fees collected by the City.

Funding Sources

Caltrans Sustainable Transportation Planning Grant

Caltrans currently has \$8.3 million available through this grant program: Sustainable Communities Grant: FY 2015-2016, ranges from \$50,000 to \$500,000 with an 11.47% local match.

- Grant announcement was made September 2, 2014
- Grant application is due October 31, 2014
- Award announcements are expected March 2015
- Work expected to begin July/August 2015

CONCLUSION

Staff continues to move forward with the General Plan and Local Coastal program update process and supports this opportunity to move forward with the necessary research, public engagement, and special issues studies, and complete a timely Sustainable Transportation Study and Adaptation Strategies Plan prior to initiation of the update to the Circulation Element. Staff strongly recommends taking the opportunity presented to the City by the California Department of Transportation (Caltrans) through an application to the Transportation Planning Grants program.

RESOLUTION NO. 70-14

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVING THE APPLICATION FOR THE
CALTRANS SUSTAINABLE COMMUNITIES
TRANSPORTATION PLANNING GRANT**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the CA Department of Transportation (Caltrans) provides an appropriation of \$8.3 million total (\$2.8M Federal Transit Administration Section 5304, and \$5.5M State Highway Account) for the Sustainable Transportation Planning Grant Program in FY 15-16 to local governments to support Sustainable Communities transportation planning; and

WHEREAS, Caltrans may provide financial assistance to support local sustainable transportation planning and has approved a competitive grant program to provide such financial assistance for such planning; and

WHEREAS, Local governments such as the City of Morro Bay are eligible to apply for the Caltrans Sustainable Communities Transportation Planning Grant Program; and

WHEREAS, the goal of the grant programs are to fund transportation planning projects that identify and address mobility deficiencies in the multimodal transportation system, encourage stakeholder collaboration, involve active public engagement, integrate Smart Mobility 2010 concepts, ultimately result in programmed system improvements, and achieve the Caltrans Mission and overarching objectives; and

WHEREAS, the intent for implementation of these grants should ultimately lead to the adoption, initiation, and programming of transportation improvements; and

WHEREAS, the City of Morro Bay, desires to pursue a study that would result in key data and findings needed to update the Circulation Element of the General Plan as well as perform as a standalone document; and

WHEREAS, the City of Morro Bay, recognizing the problems and issues associated with climate change identified in the application summary, desires to pursue a project that would result in the collection of data and subsequent findings on the effect of climate change on the transportation system; and

WHEREAS, the City of Morro Bay commits to and agrees to fully support a planning effort intended to produce a Sustainable Transportation Study and Adaptation Strategies plan with full public participation and coordination with the Caltrans staff in undertaking the project, if approved.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Morro Bay as follows:

- Direct staff to submit the grant application package to Caltrans to provide financial and planning assistance, in the amount of \$249,000 to fund the project more particularly described in the grant application package.
- Authorizes the Public Services Director to execute all necessary applications, contracts and agreements and amendments to implement and carry out the grant application package and any project approved through or authorized by the grant application.

PASSED AND ADOPTED by the Morro Bay City Council at a regular meeting held on this 28th day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMIE L. IRONS, Mayor

ATTEST:

JAMIE BOUCHER, City Clerk



AGENDA NO: A-8

MEETING DATE: 10/28/2014

Staff Report

TO: Honorable Mayor and City Council Members **DATE:** October 18, 2014
FROM: Susan Slayton, Administrative Services Director
SUBJECT: Review of the Quarterly Financial Status Reports for the Fiscal Year Ended September 30, 2014

RECOMMENDATION

City Council to accept the reports as presented.

FISCAL IMPACT

There is no fiscal impact as this is only a status report.

SUMMARY

City Council is being presented with the September 30, 2014 quarterly budget, investment and contract expenditures reports. This is an information item, with no formal action being required.

BACKGROUND

At City Council's request, the financial status report is presented to Council on a quarterly basis, which includes the budget performance report, as well as the investment portfolio and contract expenditure detail. This is the first report for the 2014/15 fiscal year.

DISCUSSION

Presented tonight is the quarterly financial status report for the fiscal year ended September 30, 2014, the first quarter of the 2014/15 fiscal year. Please remember that when looking at these reports, timing plays a role in revenue receipt; for example, Transient Occupancy Tax is always received one month after the tax was collected (TOT charged in July is not due to the City until August 31). Expenditures are generally more accurate, although one-time expenditures, such as annual maintenance contracts, will skew the percentage expended. Also, routine journal entries, such as insurance premiums and transfers in, have not been processed, as staff is completing the reports and making adjustments in preparation for the 2013/14 State Controller's Reports (which were completed on October 16th), upcoming City financial audit, and financial statement preparation. All journal entries should be in place by mid-November.

Prepared By: SS

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

The optimal percentage at this time of year would be 25% or less, as ¼ of the fiscal year has gone by. General Fund revenues (pages 1-5) are 17% received as of September 30. As mentioned earlier, timing plays a big part in this; the first installment of property taxes will not arrive until late December/early January. General Fund expenditures (pages 5-23) are 23% spent as of September. However, recurring journal entries, such as insurance premiums, have not been processed, but again, should be in place by mid-November.

As of September 30, performance results on the enterprise operating funds are as follows:

<u>FUND</u>	<u>PAGE</u>	<u>PERCENT RECEIVED/SPENT</u>	
		<u>REVENUES</u>	<u>EXPENSES</u>
Transit	35	24%	1%
Water	37	8%	7%
Sewer	40	7%	3%
Harbor	42	1%	26%

The Water Operating Fund made its first State Water payment in July, accounting for the high expenditure percentage. The Sewer Operating Fund has not made any payments to the Wastewater Treatment Plant Fund, which accounts for its low expenditure percentage, as well as the low revenue percentage in the Wastewater Treatment Plant Fund presented in the table below.

As of September 30, performance results on the Wastewater Treatment Plant are as follows:

<u>FUND</u>	<u>PAGE</u>	<u>PERCENT RECEIVED/SPENT</u>	
		<u>REVENUES</u>	<u>EXPENSES</u>
WWTP	51	0%	10%

The City’s portfolio performance investment report is attached as well. We are averaging a 0.62% return on our investments. Additionally as requested, a detailed list of contract expenditures and a listing by contractor are included.

CONCLUSION

Staff is asking the City Council to review and accept the report as presented.

ATTACHMENTS

1. Budget performance report including capital projects (66 pages)
2. Portfolio performance report (1 page)
3. Accumulated transaction detail report on contract expenditures (24 pages)
4. Listing of contract expenditures by contractor (6 pages)

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 001 - General Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	5,712.94	(5,712.94)	+++	54,490.08
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$5,712.94	(\$5,712.94)	+++	\$54,490.08
Department 2110 - City Council								
3990	Other Misc. Revenues	.00	.00	.00	1,040.00	(1,040.00)	+++	1,580.86
Department 2110 - City Council Totals		\$0.00	\$0.00	\$0.00	\$1,040.00	(\$1,040.00)	+++	\$1,580.86
Department 3210 - City Attorney								
3401	Sale of Copies & Books	.00	.00	.00	.00	.00	+++	182.87
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	275.00
Department 3210 - City Attorney Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$457.87
Department 3510 - Accounting & Treasury								
3011	Property Tax Curr. Sec.	2,545,342.00	.00	2,545,342.00	68,949.46	2,476,392.54	3	2,531,932.45
3012	Property Tax Curr. Unsecu	56,122.00	.00	56,122.00	2,543.58	53,578.42	5	57,672.60
3015	Property Tax Prior Unsec	(5,000.00)	.00	(5,000.00)	(1,390.06)	(3,609.94)	28	(2,573.70)
3017	Property Tax H-Subvent	19,076.00	.00	19,076.00	.00	19,076.00	0	19,076.42
3019	Property Tax - Other	100.00	.00	100.00	.47	99.53	0	97.11
3020	Property Tax-Cnty Adm Fee	(80,350.00)	.00	(80,350.00)	.00	(80,350.00)	0	(66,427.94)
3021	Property Tax in Lieu-VLF	812,214.00	.00	812,214.00	.00	812,214.00	0	837,251.00
3022	Prop. Tax In-Lieu Sales	364,472.00	.00	364,472.00	.00	364,472.00	0	447,649.06
3051	Sales Tax-City Portion	1,200,000.00	.00	1,200,000.00	200,200.00	999,800.00	17	1,189,655.65
3052	Sales Tax Prop. 172	120,000.00	.00	120,000.00	42,064.85	77,935.15	35	156,783.14
3061	Transfer Tax	60,000.00	.00	60,000.00	16,625.63	43,374.37	28	69,484.92
3064	Transient Occupancy Tax	2,250,000.00	.00	2,250,000.00	776,844.85	1,473,155.15	35	2,527,351.69
3065	Electric Franchise Tax	90,000.00	.00	90,000.00	.00	90,000.00	0	90,633.89
3066	Garbage Franchise	180,000.00	.00	180,000.00	32,150.95	147,849.05	18	188,077.69
3067	Cable TV Franchise Fees	150,000.00	.00	150,000.00	39,720.02	110,279.98	26	156,069.44
3068	Natural Gas Franchise Fee	60,000.00	.00	60,000.00	.00	60,000.00	0	70,877.54
3220	State Motor In-Lieu	.00	.00	.00	.00	.00	+++	4,500.49
3230	State Mandated Cost Reimb	.00	.00	.00	.00	.00	+++	201.00
3401	Sale of Copies & Books	.00	.00	.00	.00	.00	+++	53.75
3408	Finance Services	1,000.00	.00	1,000.00	280.00	720.00	28	1,810.00
3499	Other Rev/Current Svc	.00	.00	.00	.00	.00	+++	7,003.40

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3630	Interest Del. Taxes	.00	.00	.00	264.94	(264.94)	+++	294.82
3690	Other Fine/Forfeit/Pen.	.00	.00	.00	481.58	(481.58)	+++	2,180.23
3715	Other Interest	.00	.00	.00	50.62	(50.62)	+++	1,634.24
3730	Rental Income	275,000.00	.00	275,000.00	170,894.02	104,105.98	62	257,681.66
3913	Sale of Real Property	.00	.00	.00	.00	.00	+++	5,202.90
3914	Commission From Pay Phone	.00	.00	.00	.00	.00	+++	30.25
3922	Refunds/Adj/Restitution	.00	.00	.00	.00	.00	+++	210.01
3990	Other Misc. Revenues	3,000.00	.00	3,000.00	9.16	2,990.84	0	4,107.46
3991	Cash Variations	.00	.00	.00	(36.99)	36.99	+++	(101.41)
Department 3510 - Accounting & Treasury Totals		\$8,100,976.00	\$0.00	\$8,100,976.00	\$1,349,653.08	\$6,751,322.92	17%	\$8,558,419.76
Department 4110 - Police Department								
3230	State Mandated Cost Reimb	5,000.00	.00	5,000.00	3,626.00	1,374.00	73	7,725.90
3247	P.O.S.T. Subvention	12,000.00	.00	12,000.00	2,698.04	9,301.96	22	13,164.64
3248	Police Impound Fees	7,000.00	.00	7,000.00	948.00	6,052.00	14	9,843.00
3401	Sale of Copies & Books	1,600.00	.00	1,600.00	305.00	1,295.00	19	1,530.00
3460	Subpoenas	.00	.00	.00	.00	.00	+++	105.13
3461	Fingerprinting Fees	7,000.00	.00	7,000.00	1,454.00	5,546.00	21	8,064.00
3465	Police Cost Recovery	6,000.00	.00	6,000.00	1,687.86	4,312.14	28	8,452.81
3468	Booking Fees	.00	.00	.00	(513.46)	513.46	+++	(422.97)
3469	Special Events	14,000.00	.00	14,000.00	2,473.88	11,526.12	18	10,108.30
3499	Other Rev/Current Svc	.00	.00	.00	54.63	(54.63)	+++	327.21
3610	Parking Bail Violations	6,000.00	.00	6,000.00	1,199.02	4,800.98	20	5,799.03
3615	Administrative Citations	500.00	.00	500.00	.00	500.00	0	759.36
3690	Other Fine/Forfeit/Pen.	4,500.00	.00	4,500.00	512.39	3,987.61	11	2,145.47
3919	Auctioned Property	1,000.00	.00	1,000.00	99.58	900.42	10	260.56
3922	Refunds/Adj/Restitution	150.00	.00	150.00	.00	150.00	0	96.00
3990	Other Misc. Revenues	1,000.00	.00	1,000.00	82.07	917.93	8	1,308.00
Department 4110 - Police Department Totals		\$65,750.00	\$0.00	\$65,750.00	\$14,627.01	\$51,122.99	22%	\$69,266.44
Department 4210 - Fire Department								
3190	Other Licenses & Permits	856.00	.00	856.00	66.00	790.00	8	1,262.00
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	54,102.00
3393	Nuclear Planning Assist	5,000.00	.00	5,000.00	.00	5,000.00	0	10,176.00
3401	Sale of Copies & Books	180.00	.00	180.00	54.00	126.00	30	259.00
3425	Filing/Certification Fees	.00	.00	.00	978.99	(978.99)	+++	3,667.97

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3426	Plan Checking Fees	15,734.00	.00	15,734.00	5,151.89	10,582.11	33	21,841.48
3427	Building Inspection Fees	3,200.00	.00	3,200.00	.00	3,200.00	0	92.00
3469	Special Events	1,400.00	.00	1,400.00	6,191.97	(4,791.97)	442	6,562.47
3471	Weed Abatement	.00	.00	.00	103.00	(103.00)	+++	.00
3472	Other Fire Services	.00	.00	.00	24,775.83	(24,775.83)	+++	71,710.11
3473	EMS Service & Transport	84,999.00	.00	84,999.00	.00	84,999.00	0	84,416.40
3499	Other Rev/Current Svc	5,000.00	.00	5,000.00	.00	5,000.00	0	.00
3913	Sale of Real Property	7,500.00	.00	7,500.00	.00	7,500.00	0	.00
3922	Refunds/Adj/Restitution	.00	.00	.00	152.00	(152.00)	+++	2,619.37
3990	Other Misc. Revenues	.00	.00	.00	588.37	(588.37)	+++	489.37
3991	Cash Variations	.00	.00	.00	.00	.00	+++	1.14
Department 4210 - Fire Department Totals		\$123,869.00	\$0.00	\$123,869.00	\$38,062.05	\$85,806.95	31%	\$257,199.31
Department 5205 - Public Services Admin								
3101	General Business License	300,000.00	.00	300,000.00	66,082.83	233,917.17	22	243,999.52
3104	Transient Vendor Fees	5,000.00	.00	5,000.00	531.00	4,469.00	11	4,181.29
3120	Building Permit	.00	.00	.00	23.40	(23.40)	+++	384.60
3121	Encroachment Permit	8,000.00	.00	8,000.00	1,242.00	6,758.00	16	8,690.00
3127	Coastal Permit	35,000.00	.00	35,000.00	5,959.00	29,041.00	17	32,336.00
3130	Sign	2,000.00	.00	2,000.00	88.00	1,912.00	4	1,789.00
3132	Conditional Use Permit	15,000.00	.00	15,000.00	5,568.00	9,432.00	37	11,599.00
3190	Other Licenses & Permits	.00	.00	.00	.00	.00	+++	780.00
3401	Sale of Copies & Books	100.00	.00	100.00	35.75	64.25	36	29.75
3403	Sale of Plans/Specs	100.00	.00	100.00	.00	100.00	0	.00
3404	Tentative Parcel Map	1,000.00	.00	1,000.00	1,080.00	(80.00)	108	1,524.00
3405	Tentative Tract Map	2,500.00	.00	2,500.00	.00	2,500.00	0	.00
3410	Planning & Zoning App Fee	1,750.00	.00	1,750.00	263.00	1,487.00	15	1,619.00
3412	Variance Fee	.00	.00	.00	2,413.00	(2,413.00)	+++	.00
3415	Environmental Determine	15,000.00	.00	15,000.00	4,086.00	10,914.00	27	21,895.00
3416	Zoning Amendment	.00	.00	.00	229.00	(229.00)	+++	9,310.00
3417	Land Use Determination	.00	.00	.00	176.00	(176.00)	+++	.00
3420	Design Review Fees	5,000.00	.00	5,000.00	2,143.00	2,857.00	43	7,277.00
3422	Parking Exception Fees	750.00	.00	750.00	164.00	586.00	22	738.00
3426	Plan Checking Fees	103,500.00	.00	103,500.00	38,050.04	65,449.96	37	108,883.30
3427	Building Inspection Fees	80,500.00	.00	80,500.00	45,635.57	34,864.43	57	104,688.09

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3429	Other Planning Services	10,000.00	.00	10,000.00	.00	10,000.00	0	.00
3450	Engineer's Review Fees	1,000.00	.00	1,000.00	16.00	984.00	2	904.00
3922	Refunds/Adj/Restitution	.00	.00	.00	.00	.00	+++	444.47
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	1,000.00
3991	Cash Variations	.00	.00	.00	17.50	(17.50)	+++	1,263.24
Department 5205 - Public Services Admin Totals		\$586,200.00	\$0.00	\$586,200.00	\$173,803.09	\$412,396.91	30%	\$563,335.26
Department 5210 - Engineering & Admin								
3920	Notification Fee	.00	.00	.00	1,254.00	(1,254.00)	+++	4,643.00
Department 5210 - Engineering & Admin Totals		\$0.00	\$0.00	\$0.00	\$1,254.00	(\$1,254.00)	+++	\$4,643.00
Department 5230 - Street Maintenance								
3911	Property Damage	.00	.00	.00	.00	.00	+++	3,392.00
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	145.90
Department 5230 - Street Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$3,537.90
Department 5270 - Curbside Recycling								
3499	Other Rev/Current Svc	22,940.00	.00	22,940.00	3,888.00	19,052.00	17	22,983.00
Department 5270 - Curbside Recycling Totals		\$22,940.00	\$0.00	\$22,940.00	\$3,888.00	\$19,052.00	17%	\$22,983.00
Department 6110 - R & P Administration								
3490	Program Revenue	60,000.00	.00	60,000.00	13,817.94	46,182.06	23	64,379.74
3501	Processing Fees	(7,000.00)	.00	(7,000.00)	(3,822.60)	(3,177.40)	55	(11,580.43)
3913	Sale of Real Property	.00	.00	.00	.00	.00	+++	1,480.85
3995	Non-Resident Revenue	1,000.00	.00	1,000.00	14.54	985.46	1	552.36
Department 6110 - R & P Administration Totals		\$54,000.00	\$0.00	\$54,000.00	\$10,009.88	\$43,990.12	19%	\$54,832.52
Department 6125 - Dance 39+								
3499	Other Rev/Current Svc	12,000.00	.00	12,000.00	3,152.00	8,848.00	26	15,794.00
Department 6125 - Dance 39+ Totals		\$12,000.00	\$0.00	\$12,000.00	\$3,152.00	\$8,848.00	26%	\$15,794.00
Department 6130 - Rec & Parks Sports								
3480	R & P Sports Fees	150,000.00	.00	150,000.00	67,146.31	82,853.69	45	171,360.20
Department 6130 - Rec & Parks Sports Totals		\$150,000.00	\$0.00	\$150,000.00	\$67,146.31	\$82,853.69	45%	\$171,360.20
Department 6140 - R & P Youth Services								
3482	R & P Youth Services	175,000.00	.00	175,000.00	90,991.93	84,008.07	52	211,636.01
Department 6140 - R & P Youth Services Totals		\$175,000.00	\$0.00	\$175,000.00	\$90,991.93	\$84,008.07	52%	\$211,636.01
Department 6143 - Teen Programs Division								
3482	R & P Youth Services	3,500.00	.00	3,500.00	1,728.00	1,772.00	49	4,937.50
Department 6143 - Teen Programs Division		\$3,500.00	\$0.00	\$3,500.00	\$1,728.00	\$1,772.00	49%	\$4,937.50

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department 6150 - R & P City Facilities								
3483	R & P Facility Fees	.00	.00	.00	.00	.00	+++	250.09
3730	Rental Income	65,000.00	.00	65,000.00	9,177.18	55,822.82	14	62,575.97
3911	Property Damage	.00	.00	.00	.00	.00	+++	85.37
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	90.85
Department 6150 - R & P City Facilities Totals		\$65,000.00	\$0.00	\$65,000.00	\$9,177.18	\$55,822.82	14%	\$63,002.28
Department 6160 - R & P Parks Division								
3469	Special Events	5,000.00	.00	5,000.00	5,652.35	(652.35)	113	14,815.66
Department 6160 - R & P Parks Division Totals		\$5,000.00	\$0.00	\$5,000.00	\$5,652.35	(\$652.35)	113%	\$14,815.66
Department 6210 - Property Management								
3730	Rental Income	17,400.00	.00	17,400.00	5,300.00	12,100.00	30	21,750.00
Department 6210 - Property Management Totals		\$17,400.00	\$0.00	\$17,400.00	\$5,300.00	\$12,100.00	30%	\$21,750.00
Department 7710 - Interfund Transactions								
3801	Transfers In	1,209,755.00	.00	1,209,755.00	.00	1,209,755.00	0	3,734,270.36
Department 7710 - Interfund Transactions Totals		\$1,209,755.00	\$0.00	\$1,209,755.00	\$0.00	\$1,209,755.00	0%	\$3,734,270.36
REVENUE TOTALS		\$10,591,390.00	\$0.00	\$10,591,390.00	\$1,781,197.82	\$8,810,192.18	17%	\$13,828,312.01
EXPENSE								
Department 2110 - City Council								
4110	Regular Pay	32,400.00	.00	32,400.00	7,476.96	24,923.04	23	33,246.07
4910	Employer Paid Benefits	31,002.00	.00	31,002.00	8,008.68	22,993.32	26	37,417.98
5175	Computer Operating Supp.	100.00	.00	100.00	.00	100.00	0	.00
5199	Misc. Operating Supplies	500.00	.00	500.00	.00	500.00	0	.00
5305	Forms Printing	250.00	.00	250.00	.00	250.00	0	177.64
6101	Legal Services	.00	.00	.00	.00	.00	+++	17,500.00
6106	Contractual Services	5,000.00	.00	5,000.00	.00	5,000.00	0	.00
6220	Postage	.00	.00	.00	.00	.00	+++	60.23
6300	Utilities	.00	.00	.00	.00	.00	+++	134.97
6401	General Liability	6,516.00	.00	6,516.00	.00	6,516.00	0	6,516.00
6411	Property Damage Ins.	706.00	.00	706.00	.00	706.00	0	706.00
6472	Other Ins./Employee Bond	84.00	.00	84.00	.00	84.00	0	84.00
6510	Meetings & Conferences	2,500.00	.00	2,500.00	50.00	2,450.00	2	1,445.00
6511	Mileage Reimbursement	100.00	.00	100.00	.00	100.00	0	272.33
6513	Meals & Lodging	2,500.00	.00	2,500.00	56.38	2,443.62	2	1,497.75
6519	Association Membership	18,268.00	.00	18,268.00	14,502.86	3,765.14	79	19,427.45

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
8721	Payment To Other Agency	7,000.00	.00	7,000.00	7,000.00	.00	100	88,000.00
	Department 2110 - City Council Totals	\$106,926.00	\$0.00	\$106,926.00	\$37,094.88	\$69,831.12	35%	\$206,485.42
	Department 3110 - City Manager's Office							
4110	Regular Pay	236,869.00	.00	236,869.00	16,492.80	220,376.20	7	142,775.01
4120	Overtime Pay	.00	.00	.00	2,588.19	(2,588.19)	+++	3,431.61
4310	Part-Time Pay	.00	.00	.00	34,134.10	(34,134.10)	+++	56,114.96
4599	Other Pay	6,000.00	.00	6,000.00	276.90	5,723.10	5	213,285.53
4910	Employer Paid Benefits	97,610.00	.00	97,610.00	13,063.75	84,546.25	13	75,866.82
5110	Fuel Oil & Lubricants	500.00	.00	500.00	57.75	442.25	12	367.23
5175	Computer Operating Supp.	1,500.00	.00	1,500.00	.00	1,500.00	0	420.51
5199	Misc. Operating Supplies	2,000.00	.00	2,000.00	30.00	1,970.00	2	1,961.94
5201	Other Expense	.00	.00	.00	.00	.00	+++	75.80
5301	General Office Supplies	1,500.00	.00	1,500.00	262.30	1,237.70	17	1,143.65
5303	Books & Manuals	100.00	.00	100.00	.00	100.00	0	195.47
5304	Periodical/Subscriptions	200.00	.00	200.00	223.60	(23.60)	112	215.28
5352	Award/Trophy Supplies	300.00	.00	300.00	.00	300.00	0	.00
5503	Rolling Stock Supplies	.00	.00	.00	.00	.00	+++	67.79
6105	Consulting Services	.00	.00	.00	.00	.00	+++	1,820.40
6106	Contractual Services	5,000.00	.00	5,000.00	52.70	4,947.30	1	2,840.75
6125	Professional Development	2,000.00	.00	2,000.00	.00	2,000.00	0	.00
6199	Other Professional Svc	57,000.00	.00	57,000.00	10,200.00	46,800.00	18	60,300.00
6220	Postage	.00	.00	.00	.00	.00	+++	29.50
6300	Utilities	11,000.00	.00	11,000.00	2,966.30	8,033.70	27	11,429.97
6401	General Liability	2,078.00	.00	2,078.00	.00	2,078.00	0	2,078.00
6411	Property Damage Ins.	283.00	.00	283.00	.00	283.00	0	283.00
6472	Other Ins./Employee Bond	33.00	.00	33.00	.00	33.00	0	33.00
6473	Vehicle Insurance	122.00	.00	122.00	.00	122.00	0	122.00
6510	Meetings & Conferences	2,000.00	.00	2,000.00	575.00	1,425.00	29	3,036.63
6511	Mileage Reimbursement	.00	.00	.00	.00	.00	+++	75.64
6513	Meals & Lodging	2,000.00	.00	2,000.00	444.00	1,556.00	22	1,201.29
6514	Travel Expense	.00	.00	.00	.00	.00	+++	105.60
6519	Association Membership	7,193.00	.00	7,193.00	5,000.00	2,193.00	70	6,611.05
6604	Outside Vehicle Repair/Maint	200.00	.00	200.00	.00	200.00	0	.00
6701	Outside Clerical/Sec. Svc	3,000.00	.00	3,000.00	.00	3,000.00	0	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6710	Notices & Publications	.00	.00	.00	.00	.00	+++	6,874.16
6750	Business Equipment Rental	3,000.00	.00	3,000.00	778.75	2,221.25	26	3,388.20
6760	Recruitment	.00	.00	.00	.00	.00	+++	327.75
Department 3110 - City Manager's Office Totals		\$441,488.00	\$0.00	\$441,488.00	\$87,146.14	\$354,341.86	20%	\$596,478.54
Department 3115 - Contract Services								
6740	Fiscal Management Fees	8,000.00	.00	8,000.00	648.76	7,351.24	8	6,921.89
6770	Animal Services	39,154.00	.00	39,154.00	9,714.50	29,439.50	25	26,066.00
Department 3115 - Contract Services Totals		\$47,154.00	\$0.00	\$47,154.00	\$10,363.26	\$36,790.74	22%	\$32,987.89
Department 3120 - Elections								
5303	Books & Manuals	54.00	.00	54.00	.00	54.00	0	171.62
5305	Forms Printing	400.00	.00	400.00	.00	400.00	0	121.07
6101	Legal Services	.00	.00	.00	.00	.00	+++	11,301.00
6199	Other Professional Svc	19,500.00	.00	19,500.00	.00	19,500.00	0	16,799.44
Department 3120 - Elections Totals		\$19,954.00	\$0.00	\$19,954.00	\$0.00	\$19,954.00	0%	\$28,393.13
Department 3140 - Human Resources								
4110	Regular Pay	67,036.00	.00	67,036.00	11,690.03	55,345.97	17	52,734.84
4599	Other Pay	6,000.00	.00	6,000.00	1,385.45	4,614.55	23	8,662.36
4910	Employer Paid Benefits	32,336.00	.00	32,336.00	5,730.21	26,605.79	18	23,476.35
5110	Fuel Oil & Lubricants	.00	.00	.00	.00	.00	+++	48.46
5199	Misc. Operating Supplies	200.00	.00	200.00	30.00	170.00	15	103.56
5301	General Office Supplies	1,222.00	.00	1,222.00	262.28	959.72	21	740.59
5304	Periodical/Subscriptions	200.00	.00	200.00	219.00	(19.00)	110	219.00
5305	Forms Printing	200.00	.00	200.00	.00	200.00	0	566.08
5352	Award/Trophy Supplies	176.00	.00	176.00	.00	176.00	0	.00
6101	Legal Services	.00	.00	.00	.00	.00	+++	948.00
6105	Consulting Services	.00	.00	.00	.00	.00	+++	100.00
6106	Contractual Services	9,600.00	.00	9,600.00	4,008.68	5,591.32	42	26,337.49
6125	Professional Development	.00	.00	.00	.00	.00	+++	264.00
6150	Fingerprinting	.00	.00	.00	.00	.00	+++	120.00
6220	Postage	100.00	.00	100.00	.00	100.00	0	.00
6510	Meetings & Conferences	1,000.00	.00	1,000.00	.00	1,000.00	0	54.87
6511	Mileage Reimbursement	.00	.00	.00	.00	.00	+++	130.67
6513	Meals & Lodging	.00	.00	.00	.00	.00	+++	334.34
6514	Travel Expense	.00	.00	.00	.00	.00	+++	33.15

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6519	Association Membership	350.00	.00	350.00	.00	350.00	0	350.00
6710	Notices & Publications	1,000.00	.00	1,000.00	.00	1,000.00	0	1,215.87
6720	Medical Examinations	2,000.00	.00	2,000.00	96.00	1,904.00	5	2,437.50
6750	Business Equipment Rental	3,150.00	.00	3,150.00	778.75	2,371.25	25	3,388.22
6760	Recruitment	20,000.00	.00	20,000.00	1,527.47	18,472.53	8	17,371.45
Department 3140 - Human Resources Totals		\$144,570.00	\$0.00	\$144,570.00	\$25,727.87	\$118,842.13	18%	\$139,636.80
Department 3171 - Chamber of Comm -								
6105	Consulting Services	10,000.00	.00	10,000.00	833.00	9,167.00	8	59,081.25
Department 3171 - Chamber of Comm -		\$10,000.00	\$0.00	\$10,000.00	\$833.00	\$9,167.00	8%	\$59,081.25
Department 3210 - City Attorney								
4110	Regular Pay	22,658.00	.00	22,658.00	5,489.55	17,168.45	24	31,394.36
4310	Part-Time Pay	.00	.00	.00	.00	.00	+++	51,975.00
4599	Other Pay	1,300.00	.00	1,300.00	.00	1,300.00	0	163,701.53
4910	Employer Paid Benefits	13,101.00	.00	13,101.00	3,062.44	10,038.56	23	36,558.76
5108	Communication Supplies	350.00	.00	350.00	.00	350.00	0	.00
5110	Fuel Oil & Lubricants	.00	.00	.00	.00	.00	+++	658.11
5175	Computer Operating Supp.	.00	.00	.00	.00	.00	+++	162.98
5199	Misc. Operating Supplies	686.00	.00	686.00	30.00	656.00	4	223.18
5301	General Office Supplies	150.00	.00	150.00	262.29	(112.29)	175	1,638.50
5302	Copying Supplies	150.00	.00	150.00	.00	150.00	0	1.46
5303	Books & Manuals	170.00	.00	170.00	.00	170.00	0	348.15
5304	Periodical/Subscriptions	120.00	.00	120.00	.00	120.00	0	.00
5305	Forms Printing	.00	.00	.00	.00	.00	+++	320.55
6101	Legal Services	60,000.00	.00	60,000.00	20,804.42	39,195.58	35	56,639.08
6105	Consulting Services	.00	.00	.00	.00	.00	+++	1,500.00
6106	Contractual Services	59,600.00	.00	59,600.00	567.69	59,032.31	1	8,511.31
6125	Professional Development	2,500.00	.00	2,500.00	.00	2,500.00	0	664.77
6199	Other Professional Svc	.00	.00	.00	.00	.00	+++	12.00
6220	Postage	50.00	.00	50.00	.00	50.00	0	93.90
6300	Utilities	.00	.00	.00	297.21	(297.21)	+++	1,805.03
6401	General Liability	465.00	.00	465.00	.00	465.00	0	465.00
6411	Property Damage Ins.	247.00	.00	247.00	.00	247.00	0	247.00
6472	Other Ins./Employee Bond	33.00	.00	33.00	.00	33.00	0	29.00
6513	Meals & Lodging	.00	.00	.00	.00	.00	+++	587.39

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6514	Travel Expense	.00	.00	.00	.00	.00	+++	95.61
6519	Association Membership	.00	.00	.00	.00	.00	+++	55.00
6604	Outside Vehicle Repair/Maint	.00	.00	.00	.00	.00	+++	317.77
6710	Notices & Publications	.00	.00	.00	316.40	(316.40)	+++	.00
6750	Business Equipment Rental	2,550.00	.00	2,550.00	778.74	1,771.26	31	3,388.22
Department 3210 - City Attorney Totals		\$164,130.00	\$0.00	\$164,130.00	\$31,608.74	\$132,521.26	19%	\$361,393.66
Department 3510 - Accounting & Treasury								
4110	Regular Pay	226,265.00	.00	226,265.00	55,437.92	170,827.08	25	249,545.48
4120	Overtime Pay	.00	.00	.00	.00	.00	+++	134.16
4310	Part-Time Pay	5,000.00	.00	5,000.00	2,190.17	2,809.83	44	5,523.53
4599	Other Pay	8,000.00	.00	8,000.00	2,246.84	5,753.16	28	8,634.66
4910	Employer Paid Benefits	94,659.00	.00	94,659.00	22,604.79	72,054.21	24	98,465.87
5175	Computer Operating Supp.	1,700.00	.00	1,700.00	2,356.09	(656.09)	139	324.98
5199	Misc. Operating Supplies	.00	.00	.00	162.81	(162.81)	+++	1,429.33
5201	Other Expense	1,000.00	.00	1,000.00	.00	1,000.00	0	.00
5301	General Office Supplies	11,600.00	.00	11,600.00	477.46	11,122.54	4	3,828.73
5303	Books & Manuals	175.00	.00	175.00	.00	175.00	0	.00
5304	Periodical/Subscriptions	.00	.00	.00	.00	.00	+++	22.50
5305	Forms Printing	1,200.00	.00	1,200.00	.00	1,200.00	0	914.55
6101	Legal Services	.00	.00	.00	.00	.00	+++	285.00
6103	Financial Audits	50,000.00	.00	50,000.00	.00	50,000.00	0	85,380.00
6105	Consulting Services	.00	.00	.00	.00	.00	+++	6,905.14
6106	Contractual Services	60,500.00	.00	60,500.00	2,228.68	58,271.32	4	54,300.11
6125	Professional Development	500.00	.00	500.00	140.00	360.00	28	660.71
6220	Postage	8,600.00	.00	8,600.00	.00	8,600.00	0	9,096.04
6300	Utilities	10,300.00	.00	10,300.00	1,929.83	8,370.17	19	9,454.63
6401	General Liability	3,426.00	.00	3,426.00	.00	3,426.00	0	3,426.00
6411	Property Damage Ins.	848.00	.00	848.00	.00	848.00	0	848.00
6472	Other Ins./Employee Bond	62.00	.00	62.00	.00	62.00	0	84.00
6510	Meetings & Conferences	300.00	.00	300.00	.00	300.00	0	.00
6513	Meals & Lodging	.00	.00	.00	30.08	(30.08)	+++	.00
6514	Travel Expense	100.00	.00	100.00	.00	100.00	0	.00
6519	Association Membership	400.00	.00	400.00	.00	400.00	0	145.85
6601	Outside Equip. Repair/Mat	100.00	.00	100.00	.00	100.00	0	199.40

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6640	Maintenance Contracts	700.00	.00	700.00	102.18	597.82	15	595.32
6740	Fiscal Management Fees	4,500.00	.00	4,500.00	.00	4,500.00	0	3,126.70
6741	Misc. Bank Charges	8,000.00	.00	8,000.00	.00	8,000.00	0	11,142.75
6750	Business Equipment Rental	3,000.00	.00	3,000.00	778.75	2,221.25	26	3,388.23
8711	Non Capital Asset Expense	.00	.00	.00	.00	.00	+++	10,000.00
Department 3510 - Accounting & Treasury Totals		\$500,935.00	\$0.00	\$500,935.00	\$90,685.60	\$410,249.40	18%	\$567,861.67
Department 3520 - Information Services								
4110	Regular Pay	85,409.00	.00	85,409.00	19,708.80	65,700.20	23	85,168.58
4599	Other Pay	6,000.00	.00	6,000.00	.00	6,000.00	0	3,844.96
4910	Employer Paid Benefits	37,496.00	.00	37,496.00	8,714.40	28,781.60	23	35,755.44
5110	Fuel Oil & Lubricants	.00	.00	.00	.00	.00	+++	2.54
5175	Computer Operating Supp.	8,000.00	.00	8,000.00	104.72	7,895.28	1	1,584.22
5201	Other Expense	.00	.00	.00	.00	.00	+++	110.65
5303	Books & Manuals	50.00	.00	50.00	.00	50.00	0	126.89
6105	Consulting Services	10,000.00	.00	10,000.00	.00	10,000.00	0	8,287.97
6106	Contractual Services	10,000.00	.00	10,000.00	.00	10,000.00	0	6,830.25
6199	Other Professional Svc	100.00	.00	100.00	.00	100.00	0	.00
6220	Postage	.00	.00	.00	.00	.00	+++	26.23
6300	Utilities	1,000.00	.00	1,000.00	41.83	958.17	4	1,063.53
6472	Other Ins./Employee Bond	22.00	.00	22.00	.00	22.00	0	.00
6473	Vehicle Insurance	122.00	.00	122.00	.00	122.00	0	122.00
6640	Maintenance Contracts	7,200.00	.00	7,200.00	.00	7,200.00	0	.00
7499	Other Capital Outlay	25,000.00	.00	25,000.00	.00	25,000.00	0	.00
Department 3520 - Information Services Totals		\$190,399.00	\$0.00	\$190,399.00	\$28,569.75	\$161,829.25	15%	\$142,923.26
Department 4110 - Police Department								
4110	Regular Pay	1,564,366.00	.00	1,564,366.00	296,214.87	1,268,151.13	19	1,372,752.58
4120	Overtime Pay	85,000.00	.00	85,000.00	35,337.48	49,662.52	42	85,046.51
4310	Part-Time Pay	.00	.00	.00	.00	.00	+++	5,155.09
4515	Standby Pay	10,000.00	.00	10,000.00	3,124.97	6,875.03	31	11,508.15
4599	Other Pay	100,000.00	.00	100,000.00	7,204.67	92,795.33	7	100,207.40
4910	Employer Paid Benefits	996,211.00	.00	996,211.00	215,740.15	780,470.85	22	921,051.27
4999	Labor Costs Applied	(60,000.00)	.00	(60,000.00)	(9,859.52)	(50,140.48)	16	(31,886.57)
5101	Janitorial Supplies	1,700.00	.00	1,700.00	514.03	1,185.97	30	2,642.95
5105	First Aide Supplies	200.00	.00	200.00	.00	200.00	0	146.66

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
5107	Canine Unit	.00	.00	.00	.00	.00	+++	153.70
5109	Uniforms/Safety Equipment	10,000.00	.00	10,000.00	4,189.71	5,810.29	42	8,572.10
5110	Fuel Oil & Lubricants	50,000.00	.00	50,000.00	1,321.10	48,678.90	3	50,856.16
5113	Evidence Supplies	1,500.00	.00	1,500.00	262.14	1,237.86	17	2,392.03
5150	Weapons/Range/Ammunition	7,000.00	.00	7,000.00	.00	7,000.00	0	4,812.09
5175	Computer Operating Supp.	5,000.00	.00	5,000.00	418.95	4,581.05	8	6,331.53
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	520.89
5201	Other Expense	.00	.00	.00	2,180.00	(2,180.00)	+++	.00
5301	General Office Supplies	2,000.00	.00	2,000.00	486.62	1,513.38	24	3,460.55
5303	Books & Manuals	250.00	.00	250.00	.00	250.00	0	.00
5304	Periodical/Subscriptions	1,000.00	.00	1,000.00	.00	1,000.00	0	1,051.49
5305	Forms Printing	1,500.00	.00	1,500.00	308.23	1,191.77	21	2,907.97
5502	Building Maint. Supplies	550.00	.00	550.00	.00	550.00	0	824.75
5503	Rolling Stock Supplies	9,000.00	.00	9,000.00	2,985.30	6,014.70	33	9,141.70
5504	Machinery/Equip/Supplies	3,000.00	.00	3,000.00	.00	3,000.00	0	4,772.28
5530	Small Tools	1,500.00	.00	1,500.00	.00	1,500.00	0	1,367.79
6101	Legal Services	1,500.00	.00	1,500.00	.00	1,500.00	0	27,520.75
6106	Contractual Services	3,000.00	.00	3,000.00	199.49	2,800.51	7	5,019.27
6107	Promotion & Advertising	500.00	.00	500.00	.00	500.00	0	490.29
6125	Professional Development	19,000.00	.00	19,000.00	(8.87)	19,008.87	0	21,926.40
6150	Fingerprinting	5,000.00	.00	5,000.00	1,195.00	3,805.00	24	5,249.00
6151	Investigations	1,000.00	.00	1,000.00	110.98	889.02	11	1,313.22
6153	Pre-Employment Testing	8,750.00	.00	8,750.00	5,615.82	3,134.18	64	9,778.39
6170	Pest Control Services	500.00	.00	500.00	107.00	393.00	21	428.00
6199	Other Professional Svc	8,000.00	.00	8,000.00	5,122.87	2,877.13	64	5,098.00
6220	Postage	550.00	.00	550.00	36.79	513.21	7	615.56
6300	Utilities	35,000.00	.00	35,000.00	7,430.37	27,569.63	21	36,992.72
6401	General Liability	40,774.00	.00	40,774.00	.00	40,774.00	0	40,774.00
6411	Property Damage Ins.	2,612.00	.00	2,612.00	.00	2,612.00	0	2,612.00
6472	Other Ins./Employee Bond	384.00	.00	384.00	.00	384.00	0	384.00
6473	Vehicle Insurance	2,195.00	.00	2,195.00	.00	2,195.00	0	2,195.00
6510	Meetings & Conferences	2,000.00	.00	2,000.00	25.00	1,975.00	1	2,086.70
6513	Meals & Lodging	.00	.00	.00	.00	.00	+++	75.65
6519	Association Membership	1,500.00	.00	1,500.00	.00	1,500.00	0	1,760.00

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6601	Outside Equip. Repair/Mat	750.00	.00	750.00	1,136.01	(386.01)	151	1,158.13
6602	Outside Structural Repair	500.00	.00	500.00	75.00	425.00	15	605.01
6604	Outside Vehicle Repair/Maint	15,000.00	.00	15,000.00	4,510.00	10,490.00	30	18,093.68
6640	Maintenance Contracts	8,000.00	.00	8,000.00	7,743.00	257.00	97	7,525.00
6750	Business Equipment Rental	2,800.00	.00	2,800.00	629.88	2,170.12	22	4,256.61
8721	Payment To Other Agency	24,600.00	.00	24,600.00	44,000.00	(19,400.00)	179	16,936.09
Department 4110 - Police Department Totals		\$2,973,692.00	\$0.00	\$2,973,692.00	\$638,357.04	\$2,335,334.96	21%	\$2,776,682.54
Department 4115 - Communications								
4110	Regular Pay	265,209.00	.00	265,209.00	54,254.93	210,954.07	20	259,220.21
4120	Overtime Pay	21,000.00	.00	21,000.00	10,780.92	10,219.08	51	13,911.52
4310	Part-Time Pay	21,000.00	.00	21,000.00	3,064.00	17,936.00	15	14,672.50
4599	Other Pay	12,000.00	.00	12,000.00	7,536.91	4,463.09	63	13,714.03
4910	Employer Paid Benefits	102,176.00	.00	102,176.00	21,611.53	80,564.47	21	99,579.49
5175	Computer Operating Supp.	1,200.00	.00	1,200.00	.00	1,200.00	0	1,668.92
5301	General Office Supplies	2,500.00	.00	2,500.00	.00	2,500.00	0	3,325.30
5504	Machinery/Equip/Supplies	500.00	.00	500.00	888.09	(388.09)	178	248.66
6125	Professional Development	2,200.00	.00	2,200.00	.00	2,200.00	0	2,286.70
6300	Utilities	5,688.00	.00	5,688.00	.00	5,688.00	0	1,080.20
6519	Association Membership	160.00	.00	160.00	.00	160.00	0	.00
6601	Outside Equip. Repair/Mat	2,000.00	.00	2,000.00	.00	2,000.00	0	.00
6640	Maintenance Contracts	7,500.00	.00	7,500.00	9,214.38	(1,714.38)	123	7,723.44
6750	Business Equipment Rental	3,000.00	.00	3,000.00	629.91	2,370.09	21	973.12
8721	Payment To Other Agency	15,000.00	.00	15,000.00	.00	15,000.00	0	6,744.74
Department 4115 - Communications Totals		\$461,133.00	\$0.00	\$461,133.00	\$107,980.67	\$353,152.33	23%	\$425,148.83
Department 4210 - Fire Department								
4110	Regular Pay	815,617.00	.00	815,617.00	197,980.57	617,636.43	24	792,279.51
4120	Overtime Pay	87,348.00	.00	87,348.00	63,482.46	23,865.54	73	202,936.44
4310	Part-Time Pay	179,601.00	.00	179,601.00	34,034.01	145,566.99	19	134,546.40
4510	Acting Pay	4,050.00	.00	4,050.00	.00	4,050.00	0	.00
4599	Other Pay	63,500.00	.00	63,500.00	11,492.16	52,007.84	18	53,429.67
4910	Employer Paid Benefits	633,824.00	.00	633,824.00	163,556.72	470,267.28	26	630,653.44
5101	Janitorial Supplies	1,364.00	.00	1,364.00	226.48	1,137.52	17	1,665.90
5105	First Aide Supplies	.00	.00	.00	217.93	(217.93)	+++	11,288.33
5106	Photographic Supplies	.00	.00	.00	.00	.00	+++	9.19

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
5108	Communication Supplies	6,000.00	.00	6,000.00	4,126.63	1,873.37	69	11,901.29
5109	Uniforms/Safety Equipment	9,500.00	.00	9,500.00	368.95	9,131.05	4	30,093.50
5110	Fuel Oil & Lubricants	22,624.00	.00	22,624.00	458.11	22,165.89	2	22,925.61
5111	Fire Hoses & Couplings	.00	.00	.00	.00	.00	+++	101.94
5121	Safety Equipment	34,600.00	.00	34,600.00	.00	34,600.00	0	6,009.56
5130	Advanced Life Support Equ	12,933.00	.00	12,933.00	3,486.11	9,446.89	27	56.11
5175	Computer Operating Supp.	250.00	.00	250.00	.00	250.00	0	3,674.94
5199	Misc. Operating Supplies	2,849.00	.00	2,849.00	444.53	2,404.47	16	3,204.54
5201	Other Expense	.00	.00	.00	.00	.00	+++	19.58
5301	General Office Supplies	2,000.00	.00	2,000.00	489.20	1,510.80	24	2,740.70
5302	Copying Supplies	260.00	.00	260.00	.00	260.00	0	266.78
5303	Books & Manuals	400.00	.00	400.00	.00	400.00	0	1,278.15
5305	Forms Printing	869.00	.00	869.00	.00	869.00	0	1,758.61
5501	Grounds Maint. Supplies	100.00	.00	100.00	.00	100.00	0	3.22
5502	Building Maint. Supplies	400.00	.00	400.00	.00	400.00	0	82.72
5503	Rolling Stock Supplies	7,200.00	.00	7,200.00	1,567.01	5,632.99	22	6,618.28
5504	Machinery/Equip/Supplies	1,798.00	.00	1,798.00	362.01	1,435.99	20	5,811.72
5530	Small Tools	1,625.00	.00	1,625.00	391.74	1,233.26	24	1,430.38
6104	Engineering Services	7,193.00	.00	7,193.00	357.82	6,835.18	5	8,192.50
6106	Contractual Services	4,500.00	.00	4,500.00	3,141.50	1,358.50	70	7,650.67
6125	Professional Development	15,750.00	.00	15,750.00	792.32	14,957.68	5	11,036.10
6162	Mandated Fees/Inspections	382.00	.00	382.00	.00	382.00	0	225.00
6220	Postage	125.00	.00	125.00	.00	125.00	0	.00
6300	Utilities	30,108.00	.00	30,108.00	5,469.56	24,638.44	18	30,935.84
6401	General Liability	13,609.00	.00	13,609.00	.00	13,609.00	0	13,609.00
6411	Property Damage Ins.	1,158.00	.00	1,158.00	.00	1,158.00	0	1,158.00
6472	Other Ins./Employee Bond	175.00	.00	175.00	.00	175.00	0	175.00
6473	Vehicle Insurance	4,464.00	.00	4,464.00	.00	4,464.00	0	4,464.00
6502	Shipping & Moving	.00	.00	.00	.00	.00	+++	31.71
6510	Meetings & Conferences	750.00	.00	750.00	40.28	709.72	5	735.28
6513	Meals & Lodging	1,000.00	.00	1,000.00	251.44	748.56	25	973.81
6514	Travel Expense	.00	.00	.00	.00	.00	+++	256.65
6519	Association Membership	350.00	.00	350.00	1,350.00	(1,000.00)	386	245.00
6601	Outside Equip. Repair/Mat	1,750.00	.00	1,750.00	.00	1,750.00	0	4,001.57

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6602	Outside Structural Repair	200.00	.00	200.00	.00	200.00	0	1,281.04
6604	Outside Vehicle Repair/Maint	9,400.00	.00	9,400.00	1,411.00	7,989.00	15	5,202.03
6640	Maintenance Contracts	1,466.00	.00	1,466.00	1,668.06	(202.06)	114	3,180.10
6710	Notices & Publications	250.00	.00	250.00	.00	250.00	0	.00
6720	Medical Examinations	4,436.00	.00	4,436.00	.00	4,436.00	0	2,202.00
6750	Business Equipment Rental	3,540.00	.00	3,540.00	.00	3,540.00	0	1,920.91
7302	Equipment Acquisition	.00	.00	.00	14,063.92	(14,063.92)	+++	40,517.65
8721	Payment To Other Agency	2,500.00	.00	2,500.00	.00	2,500.00	0	1,000.00
Department 4210 - Fire Department Totals		\$1,991,818.00	\$0.00	\$1,991,818.00	\$511,230.52	\$1,480,587.48	26%	\$2,063,780.37
Department 4220 - EOC Disaster Preparedness								
5175	Computer Operating Supp.	.00	.00	.00	60.58	(60.58)	+++	6,091.38
5199	Misc. Operating Supplies	750.00	.00	750.00	.00	750.00	0	.00
5301	General Office Supplies	5,000.00	.00	5,000.00	.00	5,000.00	0	.00
5305	Forms Printing	200.00	.00	200.00	.00	200.00	0	.00
5504	Machinery/Equip/Supplies	100.00	.00	100.00	.00	100.00	0	.00
6125	Professional Development	600.00	.00	600.00	.00	600.00	0	.00
6300	Utilities	1,900.00	.00	1,900.00	244.66	1,655.34	13	2,146.49
6513	Meals & Lodging	250.00	.00	250.00	.00	250.00	0	.00
Department 4220 - EOC Disaster Preparedness		\$8,800.00	\$0.00	\$8,800.00	\$305.24	\$8,494.76	3%	\$8,237.87
Department 5205 - Public Services Admin								
4110	Regular Pay	559,355.00	.00	559,355.00	111,836.47	447,518.53	20	412,662.41
4120	Overtime Pay	5,000.00	.00	5,000.00	295.66	4,704.34	6	6,108.56
4310	Part-Time Pay	47,840.00	.00	47,840.00	40,040.31	7,799.69	84	72,956.30
4599	Other Pay	7,500.00	.00	7,500.00	3,591.56	3,908.44	48	9,761.82
4910	Employer Paid Benefits	250,816.00	.00	250,816.00	55,979.82	194,836.18	22	214,544.27
4999	Labor Costs Applied	(141,250.00)	.00	(141,250.00)	122.88	(141,372.88)	0	3,229.94
5109	Uniforms/Safety Equipment	.00	.00	.00	.00	.00	+++	166.40
5110	Fuel Oil & Lubricants	1,500.00	.00	1,500.00	.00	1,500.00	0	1,185.31
5175	Computer Operating Supp.	15,000.00	.00	15,000.00	2,348.86	12,651.14	16	983.00
5199	Misc. Operating Supplies	10,000.00	.00	10,000.00	2,647.06	7,352.94	26	17,944.83
5303	Books & Manuals	2,500.00	.00	2,500.00	.00	2,500.00	0	1,869.24
5503	Rolling Stock Supplies	.00	.00	.00	.00	.00	+++	186.35
5504	Machinery/Equip/Supplies	500.00	.00	500.00	.00	500.00	0	41.02
6105	Consulting Services	52,986.00	.00	52,986.00	1,774.92	51,211.08	3	80,088.29

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Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6106	Contractual Services	10,000.00	.00	10,000.00	6,250.32	3,749.68	63	46,083.67
6125	Professional Development	1,000.00	.00	1,000.00	.00	1,000.00	0	782.75
6161	Licenses & Permits	500.00	.00	500.00	.00	500.00	0	.00
6162	Mandated Fees/Inspections	200.00	.00	200.00	.00	200.00	0	.00
6220	Postage	.00	.00	.00	29.50	(29.50)	+++	122.47
6300	Utilities	15,014.00	.00	15,014.00	3,505.18	11,508.82	23	20,109.82
6401	General Liability	23,739.00	.00	23,739.00	.00	23,739.00	0	23,739.00
6411	Property Damage Ins.	1,554.00	.00	1,554.00	.00	1,554.00	0	1,554.00
6472	Other Ins./Employee Bond	163.00	.00	163.00	.00	163.00	0	163.00
6473	Vehicle Insurance	244.00	.00	244.00	.00	244.00	0	244.00
6502	Shipping & Moving	.00	.00	.00	.00	.00	+++	98.52
6510	Meetings & Conferences	3,000.00	.00	3,000.00	.00	3,000.00	0	1,477.69
6511	Mileage Reimbursement	1,000.00	.00	1,000.00	.00	1,000.00	0	19.78
6513	Meals & Lodging	200.00	.00	200.00	.00	200.00	0	736.22
6514	Travel Expense	1,000.00	.00	1,000.00	1,638.02	(638.02)	164	402.79
6519	Association Membership	3,000.00	.00	3,000.00	130.00	2,870.00	4	2,651.35
6601	Outside Equip. Repair/Mat	.00	.00	.00	.00	.00	+++	35.00
6710	Notices & Publications	15,000.00	.00	15,000.00	919.82	14,080.18	6	10,718.60
6741	Misc. Bank Charges	.00	.00	.00	.00	.00	+++	3,125.82
6810	Equipment Rental	500.00	.00	500.00	.00	500.00	0	417.44
Department 5205 - Public Services Admin Totals		\$887,861.00	\$0.00	\$887,861.00	\$231,110.38	\$656,750.62	26%	\$934,209.66
Department 5220 - Vehicle Maintenance								
4110	Regular Pay	53,910.00	.00	53,910.00	12,441.60	41,468.40	23	52,806.83
4599	Other Pay	.00	.00	.00	414.72	(414.72)	+++	2,451.60
4910	Employer Paid Benefits	35,614.00	.00	35,614.00	8,530.18	27,083.82	24	34,941.41
5105	First Aide Supplies	100.00	.00	100.00	.00	100.00	0	.00
5109	Uniforms/Safety Equipment	1,300.00	.00	1,300.00	230.60	1,069.40	18	1,433.25
5110	Fuel Oil & Lubricants	1,000.00	.00	1,000.00	277.99	722.01	28	(2,613.72)
5199	Misc. Operating Supplies	1,000.00	.00	1,000.00	.00	1,000.00	0	534.14
5201	Other Expense	.00	.00	.00	6.00	(6.00)	+++	.00
5304	Periodical/Subscriptions	355.00	.00	355.00	.00	355.00	0	355.00
5504	Machinery/Equip/Supplies	.00	.00	.00	.00	.00	+++	178.42
5530	Small Tools	500.00	.00	500.00	.00	500.00	0	.00
6106	Contractual Services	.00	.00	.00	38.40	(38.40)	+++	270.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6161	Licenses & Permits	3,800.00	.00	3,800.00	810.40	2,989.60	21	2,610.39
6162	Mandated Fees/Inspections	8,500.00	.00	8,500.00	250.00	8,250.00	3	6,358.14
6199	Other Professional Svc	.00	.00	.00	.00	.00	+++	85.00
6300	Utilities	4,000.00	.00	4,000.00	399.80	3,600.20	10	3,744.29
6401	General Liability	1,567.00	.00	1,567.00	.00	1,567.00	0	1,567.00
6411	Property Damage Ins.	141.00	.00	141.00	.00	141.00	0	141.00
6472	Other Ins./Employee Bond	16.00	.00	16.00	.00	16.00	0	17.00
6473	Vehicle Insurance	122.00	.00	122.00	.00	122.00	0	122.00
6720	Medical Examinations	100.00	.00	100.00	.00	100.00	0	95.00
6810	Equipment Rental	500.00	.00	500.00	38.98	461.02	8	214.38
6812	Space Rental	.00	.00	.00	.00	.00	+++	365.49
Department 5220 - Vehicle Maintenance Totals		\$112,525.00	\$0.00	\$112,525.00	\$23,438.67	\$89,086.33	21%	\$105,676.62
Department 5230 - Street Maintenance								
4110	Regular Pay	59,805.00	.00	59,805.00	13,539.39	46,265.61	23	60,261.05
4120	Overtime Pay	.00	.00	.00	.00	.00	+++	111.65
4310	Part-Time Pay	9,500.00	.00	9,500.00	.00	9,500.00	0	6,442.34
4599	Other Pay	.00	.00	.00	.00	.00	+++	671.83
4910	Employer Paid Benefits	37,999.00	.00	37,999.00	9,209.18	28,789.82	24	41,599.62
4999	Labor Costs Applied	16,091.00	.00	16,091.00	4,044.14	12,046.86	25	10,428.26
5109	Uniforms/Safety Equipment	1,700.00	.00	1,700.00	257.80	1,442.20	15	1,914.23
5110	Fuel Oil & Lubricants	13,000.00	.00	13,000.00	18.70	12,981.30	0	13,160.29
5125	Repairs/Maint. Materials	1,000.00	.00	1,000.00	.00	1,000.00	0	468.53
5199	Misc. Operating Supplies	15,000.00	.00	15,000.00	4,701.57	10,298.43	31	17,257.67
5503	Rolling Stock Supplies	500.00	.00	500.00	.00	500.00	0	1,171.53
5504	Machinery/Equip/Supplies	3,000.00	.00	3,000.00	385.67	2,614.33	13	3,841.57
5530	Small Tools	1,000.00	.00	1,000.00	48.59	951.41	5	6,870.44
6105	Consulting Services	.00	.00	.00	.00	.00	+++	200.00
6106	Contractual Services	65,000.00	.00	65,000.00	4,952.12	60,047.88	8	64,751.94
6161	Licenses & Permits	.00	.00	.00	341.16	(341.16)	+++	.00
6162	Mandated Fees/Inspections	.00	.00	.00	200.00	(200.00)	+++	615.00
6300	Utilities	8,800.00	.00	8,800.00	1,487.56	7,312.44	17	10,361.20
6401	General Liability	4,500.00	.00	4,500.00	.00	4,500.00	0	2,887.00
6411	Property Damage Ins.	73.00	.00	73.00	.00	73.00	0	73.00
6472	Other Ins./Employee Bond	34.00	.00	34.00	.00	34.00	0	33.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6473	Vehicle Insurance	96.00	.00	96.00	.00	96.00	0	96.00
6510	Meetings & Conferences	1,000.00	.00	1,000.00	465.00	535.00	46	1,102.42
6513	Meals & Lodging	350.00	.00	350.00	.00	350.00	0	.00
6514	Travel Expense	100.00	.00	100.00	.00	100.00	0	115.32
6519	Association Membership	250.00	.00	250.00	900.00	(650.00)	360	35.00
6604	Outside Vehicle Repair/Maint	1,500.00	.00	1,500.00	25.00	1,475.00	2	994.85
6720	Medical Examinations	100.00	.00	100.00	.00	100.00	0	95.00
6812	Space Rental	300.00	.00	300.00	.00	300.00	0	365.49
Department 5230 - Street Maintenance Totals		\$240,698.00	\$0.00	\$240,698.00	\$40,575.88	\$200,122.12	17%	\$245,924.23
Department 5232 - Street Trees								
4110	Regular Pay	23,929.00	.00	23,929.00	4,701.84	19,227.16	20	19,676.11
4310	Part-Time Pay	750.00	.00	750.00	.00	750.00	0	465.00
4599	Other Pay	.00	.00	.00	.00	.00	+++	335.92
4910	Employer Paid Benefits	19,415.00	.00	19,415.00	2,918.84	16,496.16	15	13,074.57
4999	Labor Costs Applied	14,113.00	.00	14,113.00	314.78	13,798.22	2	4,053.51
5109	Uniforms/Safety Equipment	.00	.00	.00	.00	.00	+++	120.00
5120	Chemical Supplies	2,500.00	.00	2,500.00	.00	2,500.00	0	.00
5125	Repairs/Maint. Materials	2,500.00	.00	2,500.00	.00	2,500.00	0	1,191.02
5501	Grounds Maint. Supplies	500.00	.00	500.00	.00	500.00	0	.00
5504	Machinery/Equip/Supplies	250.00	.00	250.00	.00	250.00	0	211.11
5530	Small Tools	500.00	.00	500.00	.00	500.00	0	.00
6106	Contractual Services	30,000.00	.00	30,000.00	3,275.00	26,725.00	11	34,250.00
6401	General Liability	723.00	.00	723.00	.00	723.00	0	723.00
6411	Property Damage Ins.	79.00	.00	79.00	.00	79.00	0	79.00
6472	Other Ins./Employee Bond	17.00	.00	17.00	.00	17.00	0	.00
6473	Vehicle Insurance	330.00	.00	330.00	.00	330.00	0	330.00
Department 5232 - Street Trees Totals		\$95,606.00	\$0.00	\$95,606.00	\$11,210.46	\$84,395.54	12%	\$74,509.24
Department 5234 - Street Lighting								
4910	Employer Paid Benefits	.00	.00	.00	110.55	(110.55)	+++	.00
4999	Labor Costs Applied	.00	.00	.00	207.06	(207.06)	+++	.00
5125	Repairs/Maint. Materials	.00	.00	.00	102.51	(102.51)	+++	7,971.48
6106	Contractual Services	500.00	.00	500.00	350.00	150.00	70	2,688.05
6300	Utilities	88,723.00	.00	88,723.00	15,896.66	72,826.34	18	72,695.60
Department 5234 - Street Lighting Totals		\$89,223.00	\$0.00	\$89,223.00	\$16,666.78	\$72,556.22	19%	\$83,355.13

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department 5235 - Storm Drain/Creek Maint.								
4110	Regular Pay	23,929.00	.00	23,929.00	6,387.57	17,541.43	27	26,088.44
4310	Part-Time Pay	1,105.00	.00	1,105.00	.00	1,105.00	0	679.32
4599	Other Pay	.00	.00	.00	.00	.00	+++	185.30
4910	Employer Paid Benefits	25,524.00	.00	25,524.00	6,630.18	18,893.82	26	25,136.64
4999	Labor Costs Applied	27,952.00	.00	27,952.00	5,687.78	22,264.22	20	26,239.05
5125	Repairs/Maint. Materials	5,000.00	.00	5,000.00	.00	5,000.00	0	.00
5199	Misc. Operating Supplies	10,000.00	.00	10,000.00	15.06	9,984.94	0	1,491.12
5201	Other Expense	.00	.00	.00	.00	.00	+++	61.28
5530	Small Tools	500.00	.00	500.00	.00	500.00	0	.00
6105	Consulting Services	2,500.00	.00	2,500.00	.00	2,500.00	0	275.00
6106	Contractual Services	10,000.00	.00	10,000.00	1,797.24	8,202.76	18	7,738.02
6125	Professional Development	.00	.00	.00	.00	.00	+++	79.00
6161	Licenses & Permits	.00	.00	.00	.00	.00	+++	7,279.00
6300	Utilities	1,200.00	.00	1,200.00	.00	1,200.00	0	.00
6401	General Liability	1,205.00	.00	1,205.00	.00	1,205.00	0	1,205.00
6411	Property Damage Ins.	131.00	.00	131.00	.00	131.00	0	131.00
6472	Other Ins./Employee Bond	17.00	.00	17.00	.00	17.00	0	.00
6473	Vehicle Insurance	550.00	.00	550.00	.00	550.00	0	550.00
6510	Meetings & Conferences	500.00	.00	500.00	.00	500.00	0	480.00
6514	Travel Expense	600.00	.00	600.00	.00	600.00	0	579.24
6519	Association Membership	275.00	.00	275.00	.00	275.00	0	675.00
6710	Notices & Publications	.00	.00	.00	.00	.00	+++	32.00
6810	Equipment Rental	.00	.00	.00	1,356.96	(1,356.96)	+++	1,356.93
Department 5235 - Storm Drain/Creek Maint.		\$110,988.00	\$0.00	\$110,988.00	\$21,874.79	\$89,113.21	20%	\$100,261.34
Department 5270 - Curbside Recycling								
4999	Labor Costs Applied	22,940.00	.00	22,940.00	.00	22,940.00	0	22,940.00
Department 5270 - Curbside Recycling Totals		\$22,940.00	\$0.00	\$22,940.00	\$0.00	\$22,940.00	0%	\$22,940.00
Department 6110 - R & P Administration								
4110	Regular Pay	161,996.00	.00	161,996.00	37,680.80	124,315.20	23	161,972.77
4120	Overtime Pay	.00	.00	.00	.00	.00	+++	7.86
4310	Part-Time Pay	68,000.00	.00	68,000.00	9,244.87	58,755.13	14	48,857.82
4599	Other Pay	15,300.00	.00	15,300.00	2,946.28	12,353.72	19	3,893.93
4910	Employer Paid Benefits	61,603.00	.00	61,603.00	13,703.70	47,899.30	22	54,844.08

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
5102	Recreation Supplies	.00	.00	.00	.00	.00	+++	259.20
5109	Uniforms/Safety Equipment	.00	.00	.00	.00	.00	+++	190.26
5175	Computer Operating Supp.	4,000.00	.00	4,000.00	2,320.44	1,679.56	58	2,467.21
5199	Misc. Operating Supplies	1,500.00	.00	1,500.00	794.52	705.48	53	2,068.02
5301	General Office Supplies	1,200.00	.00	1,200.00	402.26	797.74	34	1,063.52
5305	Forms Printing	150.00	.00	150.00	81.00	69.00	54	215.14
6106	Contractual Services	18,500.00	.00	18,500.00	.00	18,500.00	0	12,661.80
6125	Professional Development	.00	.00	.00	.00	.00	+++	20.00
6199	Other Professional Svc	.00	.00	.00	.00	.00	+++	5.00
6220	Postage	250.00	.00	250.00	.00	250.00	0	213.24
6300	Utilities	7,000.00	.00	7,000.00	1,826.19	5,173.81	26	7,418.42
6401	General Liability	3,208.00	.00	3,208.00	.00	3,208.00	0	3,208.00
6411	Property Damage Ins.	281.00	.00	281.00	.00	281.00	0	281.00
6472	Other Ins./Employee Bond	34.00	.00	34.00	.00	34.00	0	50.00
6473	Vehicle Insurance	122.00	.00	122.00	.00	122.00	0	122.00
6510	Meetings & Conferences	200.00	.00	200.00	365.65	(165.65)	183	70.00
6513	Meals & Lodging	.00	.00	.00	.00	.00	+++	88.48
6519	Association Membership	800.00	.00	800.00	480.00	320.00	60	910.00
6640	Maintenance Contracts	9,000.00	.00	9,000.00	1,067.78	7,932.22	12	7,873.15
6710	Notices & Publications	500.00	.00	500.00	.00	500.00	0	.00
8770	Discounts	.00	.00	.00	.00	.00	+++	(10,815.60)
Department 6110 - R & P Administration Totals		\$353,644.00	\$0.00	\$353,644.00	\$70,913.49	\$282,730.51	20%	\$297,945.30
Department 6125 - Dance 39+								
6106	Contractual Services	12,000.00	.00	12,000.00	1,208.70	10,791.30	10	13,212.40
Department 6125 - Dance 39+ Totals		\$12,000.00	\$0.00	\$12,000.00	\$1,208.70	\$10,791.30	10%	\$13,212.40
Department 6130 - Rec & Parks Sports								
4110	Regular Pay	61,063.00	.00	61,063.00	14,092.80	46,970.20	23	62,488.76
4120	Overtime Pay	500.00	.00	500.00	496.69	3.31	99	288.23
4310	Part-Time Pay	110,000.00	.00	110,000.00	47,100.41	62,899.59	43	109,844.43
4599	Other Pay	3,000.00	.00	3,000.00	.00	3,000.00	0	2,234.60
4910	Employer Paid Benefits	35,589.00	.00	35,589.00	13,443.15	22,145.85	38	36,115.21
5102	Recreation Supplies	40,000.00	.00	40,000.00	22,919.59	17,080.41	57	47,700.84
5105	First Aide Supplies	200.00	.00	200.00	.00	200.00	0	311.39
5109	Uniforms/Safety Equipment	500.00	.00	500.00	.00	500.00	0	983.69

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
5199	Misc. Operating Supplies	2,300.00	.00	2,300.00	2,214.77	85.23	96	1,336.73
5201	Other Expense	.00	.00	.00	.00	.00	+++	90.30
5301	General Office Supplies	1,000.00	.00	1,000.00	58.70	941.30	6	372.83
5305	Forms Printing	500.00	.00	500.00	.00	500.00	0	322.39
5352	Award/Trophy Supplies	9,000.00	.00	9,000.00	1,594.03	7,405.97	18	13,373.22
5504	Machinery/Equip/Supplies	4,500.00	.00	4,500.00	5,643.09	(1,143.09)	125	.00
6106	Contractual Services	9,000.00	.00	9,000.00	7,543.14	1,456.86	84	9,643.70
6125	Professional Development	.00	.00	.00	.00	.00	+++	789.95
6150	Fingerprinting	.00	.00	.00	.00	.00	+++	280.00
6220	Postage	100.00	.00	100.00	.00	100.00	0	7.00
6300	Utilities	550.00	.00	550.00	20.67	529.33	4	140.99
6401	General Liability	1,299.00	.00	1,299.00	.00	1,299.00	0	1,299.00
6411	Property Damage Ins.	141.00	.00	141.00	.00	141.00	0	141.00
6472	Other Ins./Employee Bond	17.00	.00	17.00	.00	17.00	0	17.00
6473	Vehicle Insurance	61.00	.00	61.00	.00	61.00	0	61.00
6519	Association Membership	10,000.00	.00	10,000.00	1,550.00	8,450.00	16	8,917.90
6720	Medical Examinations	.00	.00	.00	.00	.00	+++	270.00
6812	Space Rental	25,000.00	.00	25,000.00	.00	25,000.00	0	27,565.79
Department 6130 - Rec & Parks Sports Totals		\$314,320.00	\$0.00	\$314,320.00	\$116,677.04	\$197,642.96	37%	\$324,595.95
Department 6140 - R & P Youth Services								
4110	Regular Pay	45,797.00	.00	45,797.00	14,092.80	31,704.20	31	62,407.74
4120	Overtime Pay	.00	.00	.00	.00	.00	+++	29.95
4310	Part-Time Pay	180,000.00	.00	180,000.00	69,433.25	110,566.75	39	149,832.49
4910	Employer Paid Benefits	45,378.00	.00	45,378.00	20,374.23	25,003.77	45	56,685.98
5102	Recreation Supplies	12,000.00	.00	12,000.00	2,449.87	9,550.13	20	8,263.24
5105	First Aide Supplies	400.00	.00	400.00	.00	400.00	0	267.89
5109	Uniforms/Safety Equipment	2,500.00	.00	2,500.00	.00	2,500.00	0	1,568.65
5175	Computer Operating Supp.	3,000.00	.00	3,000.00	.00	3,000.00	0	.00
5199	Misc. Operating Supplies	2,500.00	.00	2,500.00	636.86	1,863.14	25	1,124.29
5301	General Office Supplies	1,500.00	.00	1,500.00	107.09	1,392.91	7	374.04
5305	Forms Printing	500.00	.00	500.00	21.62	478.38	4	191.43
6106	Contractual Services	5,000.00	.00	5,000.00	5,632.40	(632.40)	113	8,264.88
6125	Professional Development	200.00	.00	200.00	.00	200.00	0	120.00
6150	Fingerprinting	500.00	.00	500.00	.00	500.00	0	370.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6161	Licenses & Permits	600.00	.00	600.00	.00	600.00	0	440.00
6300	Utilities	2,000.00	.00	2,000.00	308.33	1,691.67	15	2,068.05
6401	General Liability	1,233.00	.00	1,233.00	.00	1,233.00	0	1,233.00
6411	Property Damage Ins.	141.00	.00	141.00	.00	141.00	0	141.00
6472	Other Ins./Employee Bond	17.00	.00	17.00	.00	17.00	0	17.00
6473	Vehicle Insurance	61.00	.00	61.00	.00	61.00	0	61.00
6519	Association Membership	250.00	.00	250.00	.00	250.00	0	150.00
6720	Medical Examinations	.00	.00	.00	.00	.00	+++	120.00
6812	Space Rental	2,500.00	.00	2,500.00	.00	2,500.00	0	4,782.00
Department 6140 - R & P Youth Services Totals		\$306,077.00	\$0.00	\$306,077.00	\$113,056.45	\$193,020.55	37%	\$298,512.63
Department 6143 - Teen Programs Division								
4310	Part-Time Pay	49,000.00	.00	49,000.00	14,667.85	34,332.15	30	46,544.68
4910	Employer Paid Benefits	4,875.00	.00	4,875.00	2,543.03	2,331.97	52	8,181.82
5102	Recreation Supplies	7,000.00	.00	7,000.00	1,423.98	5,576.02	20	8,173.92
5109	Uniforms/Safety Equipment	100.00	.00	100.00	.00	100.00	0	32.13
5175	Computer Operating Supp.	.00	.00	.00	(49.95)	49.95	+++	6,270.32
5199	Misc. Operating Supplies	1,000.00	.00	1,000.00	79.44	920.56	8	714.93
5301	General Office Supplies	500.00	.00	500.00	68.01	431.99	14	131.06
6106	Contractual Services	200.00	.00	200.00	.00	200.00	0	.00
6300	Utilities	4,000.00	.00	4,000.00	508.77	3,491.23	13	4,745.23
Department 6143 - Teen Programs Division		\$66,675.00	\$0.00	\$66,675.00	\$19,241.13	\$47,433.87	29%	\$74,794.09
Department 6150 - R & P City Facilities								
4110	Regular Pay	146,008.00	.00	146,008.00	32,488.82	113,519.18	22	134,344.75
4120	Overtime Pay	500.00	.00	500.00	.00	500.00	0	399.02
4310	Part-Time Pay	25,000.00	.00	25,000.00	8,334.76	16,665.24	33	26,960.24
4910	Employer Paid Benefits	71,099.00	.00	71,099.00	17,094.44	54,004.56	24	69,924.03
5101	Janitorial Supplies	22,000.00	.00	22,000.00	9,967.37	12,032.63	45	34,263.52
5109	Uniforms/Safety Equipment	3,500.00	.00	3,500.00	646.61	2,853.39	18	4,724.08
5110	Fuel Oil & Lubricants	8,000.00	.00	8,000.00	.00	8,000.00	0	8,027.05
5199	Misc. Operating Supplies	3,000.00	.00	3,000.00	704.16	2,295.84	23	4,938.48
5201	Other Expense	.00	.00	.00	.00	.00	+++	52.41
5501	Grounds Maint. Supplies	.00	.00	.00	.00	.00	+++	473.53
5502	Building Maint. Supplies	6,000.00	.00	6,000.00	2,772.38	3,227.62	46	8,716.74
5503	Rolling Stock Supplies	200.00	.00	200.00	.00	200.00	0	190.00

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
5504	Machinery/Equip/Supplies	2,000.00	.00	2,000.00	543.08	1,456.92	27	2,579.56
5530	Small Tools	1,000.00	.00	1,000.00	157.86	842.14	16	2,094.17
6106	Contractual Services	7,500.00	.00	7,500.00	1,990.00	5,510.00	27	16,008.31
6125	Professional Development	.00	.00	.00	.00	.00	+++	344.14
6199	Other Professional Svc	3,000.00	.00	3,000.00	90.00	2,910.00	3	3,879.99
6300	Utilities	40,000.00	.00	40,000.00	3,881.49	36,118.51	10	37,592.40
6401	General Liability	4,795.00	.00	4,795.00	.00	4,795.00	0	4,795.00
6411	Property Damage Ins.	495.00	.00	495.00	.00	495.00	0	495.00
6472	Other Ins./Employee Bond	58.00	.00	58.00	.00	58.00	0	58.00
6473	Vehicle Insurance	366.00	.00	366.00	.00	366.00	0	366.00
6510	Meetings & Conferences	500.00	.00	500.00	.00	500.00	0	120.00
6601	Outside Equip. Repair/Mat	1,500.00	.00	1,500.00	589.52	910.48	39	.00
6602	Outside Structural Repair	2,000.00	.00	2,000.00	.00	2,000.00	0	.00
6604	Outside Vehicle Repair/Maint	1,000.00	.00	1,000.00	437.17	562.83	44	346.92
6640	Maintenance Contracts	2,000.00	.00	2,000.00	155.00	1,845.00	8	.00
6810	Equipment Rental	1,000.00	.00	1,000.00	.00	1,000.00	0	250.92
Department 6150 - R & P City Facilities Totals		\$352,521.00	\$0.00	\$352,521.00	\$79,852.66	\$272,668.34	23%	\$361,944.26
Department 6160 - R & P Parks Division								
4110	Regular Pay	226,077.00	.00	226,077.00	51,222.48	174,854.52	23	218,899.95
4310	Part-Time Pay	25,000.00	.00	25,000.00	1,427.33	23,572.67	6	19,105.26
4599	Other Pay	.00	.00	.00	492.04	(492.04)	+++	2,957.60
4910	Employer Paid Benefits	141,246.00	.00	141,246.00	31,147.06	110,098.94	22	137,497.07
5101	Janitorial Supplies	.00	.00	.00	.00	.00	+++	32.38
5109	Uniforms/Safety Equipment	3,000.00	.00	3,000.00	395.67	2,604.33	13	3,351.63
5110	Fuel Oil & Lubricants	7,700.00	.00	7,700.00	10.00	7,690.00	0	7,840.34
5199	Misc. Operating Supplies	5,000.00	.00	5,000.00	645.77	4,354.23	13	3,947.57
5201	Other Expense	.00	.00	.00	.00	.00	+++	11.00
5501	Grounds Maint. Supplies	5,000.00	.00	5,000.00	4,914.79	85.21	98	8,680.93
5502	Building Maint. Supplies	.00	.00	.00	170.91	(170.91)	+++	197.14
5503	Rolling Stock Supplies	.00	.00	.00	.00	.00	+++	674.75
5504	Machinery/Equip/Supplies	.00	.00	.00	.96	(.96)	+++	3,308.24
5530	Small Tools	1,000.00	.00	1,000.00	9.72	990.28	1	2,173.52
6106	Contractual Services	7,500.00	.00	7,500.00	350.00	7,150.00	5	12,978.28
6199	Other Professional Svc	2,500.00	.00	2,500.00	.00	2,500.00	0	532.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6300	Utilities	125,000.00	.00	125,000.00	5,587.02	119,412.98	4	135,612.01
6401	General Liability	2,357.00	.00	2,357.00	.00	2,357.00	0	2,357.00
6411	Property Damage Ins.	336.00	.00	336.00	.00	336.00	0	336.00
6472	Other Ins./Employee Bond	75.00	.00	75.00	.00	75.00	0	75.00
6473	Vehicle Insurance	122.00	.00	122.00	.00	122.00	0	610.00
6601	Outside Equip. Repair/Mat	1,000.00	.00	1,000.00	.00	1,000.00	0	191.43
6602	Outside Structural Repair	2,000.00	.00	2,000.00	.00	2,000.00	0	.00
6604	Outside Vehicle Repair/Maint	1,000.00	.00	1,000.00	.00	1,000.00	0	1,006.66
6810	Equipment Rental	1,000.00	.00	1,000.00	742.96	257.04	74	5,026.92
6812	Space Rental	.00	.00	.00	.00	.00	+++	365.48
Department 6160 - R & P Parks Division Totals		\$556,913.00	\$0.00	\$556,913.00	\$97,116.71	\$459,796.29	17%	\$567,768.16
Department 6210 - Property Management								
5201	Other Expense	1,000.00	.00	1,000.00	.00	1,000.00	0	1,282.06
6106	Contractual Services	4,000.00	.00	4,000.00	.00	4,000.00	0	10,974.06
6300	Utilities	400.00	.00	400.00	80.85	319.15	20	432.63
6812	Space Rental	.00	.00	.00	.00	.00	+++	16,800.00
Department 6210 - Property Management Totals		\$5,400.00	\$0.00	\$5,400.00	\$80.85	\$5,319.15	1%	\$29,488.75
Department 6212 - Special Signage								
6107	Promotion & Advertising	3,000.00	.00	3,000.00	388.80	2,611.20	13	4,091.80
Department 6212 - Special Signage Totals		\$3,000.00	\$0.00	\$3,000.00	\$388.80	\$2,611.20	13%	\$4,091.80
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	38,195.00
8501	Transfers Out	.00	.00	.00	.00	.00	+++	1,209,988.78
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,248,183.78
EXPENSE TOTALS		\$10,591,390.00	\$0.00	\$10,591,390.00	\$2,413,315.50	\$8,178,074.50	23%	\$12,196,504.57
Fund 001 - General Fund Totals								
REVENUE TOTALS		10,591,390.00	.00	10,591,390.00	1,781,197.82	8,810,192.18	17	13,828,312.01
EXPENSE TOTALS		10,591,390.00	.00	10,591,390.00	2,413,315.50	8,178,074.50	23	12,196,504.57
Fund 001 - General Fund Totals		\$0.00	\$0.00	\$0.00	(\$632,117.68)	\$632,117.68		\$1,631,807.44
Fund 003 - Sales & Use Tax Measure Q								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3051	Sales Tax-City Portion	930,000.00	.00	930,000.00	151,800.00	778,200.00	16	920,712.94

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3710	Interest Income	.00	.00	.00	.00	.00	+++	3,063.00
	Department 1111 - Undistributed/Non-Dept.	\$930,000.00	\$0.00	\$930,000.00	\$151,800.00	\$778,200.00	16%	\$923,775.94
	REVENUE TOTALS	\$930,000.00	\$0.00	\$930,000.00	\$151,800.00	\$778,200.00	16%	\$923,775.94
EXPENSE								
	Department 1111 - Undistributed/Non-Dept.							
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	71.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$71.00
	Department 4110 - Police Department							
4110	Regular Pay	36,060.00	.00	36,060.00	.00	36,060.00	0	40,177.28
4120	Overtime Pay	.00	.00	.00	.00	.00	+++	1,502.25
4599	Other Pay	.00	.00	.00	.00	.00	+++	5,289.45
4910	Employer Paid Benefits	24,040.00	.00	24,040.00	.00	24,040.00	0	27,238.47
6604	Outside Vehicle Repair/Maint	.00	.00	.00	.00	.00	+++	8,627.50
6770	Animal Services	10,000.00	.00	10,000.00	.00	10,000.00	0	.00
7201	Automobiles	45,000.00	.00	45,000.00	.00	45,000.00	0	.00
	Department 4110 - Police Department Totals	\$115,100.00	\$0.00	\$115,100.00	\$0.00	\$115,100.00	0%	\$82,834.95
	Department 4210 - Fire Department							
4110	Regular Pay	56,595.00	.00	56,595.00	.00	56,595.00	0	53,098.60
4120	Overtime Pay	14,225.00	.00	14,225.00	.00	14,225.00	0	19,237.84
4599	Other Pay	.00	.00	.00	.00	.00	+++	5,191.47
4910	Employer Paid Benefits	22,322.00	.00	22,322.00	.00	22,322.00	0	31,670.88
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	30.00
5201	Other Expense	.00	.00	.00	.00	.00	+++	827.46
5307	Blueprint/Doc Reproduced	.00	.00	.00	.00	.00	+++	968.44
5502	Building Maint. Supplies	.00	.00	.00	.00	.00	+++	1,169.20
6106	Contractual Services	.00	.00	.00	.00	.00	+++	34,243.29
7302	Equipment Acquisition	.00	.00	.00	.00	.00	+++	14,407.60
8110	Interest Expense	66,300.00	.00	66,300.00	.00	66,300.00	0	8,482.65
8130	Principal Repayment	25,000.00	.00	25,000.00	.00	25,000.00	0	33,000.00
8711	Non Capital Asset Expense	.00	.00	.00	.00	.00	+++	.30
	Department 4210 - Fire Department Totals	\$184,442.00	\$0.00	\$184,442.00	\$0.00	\$184,442.00	0%	\$202,327.73
	Department 5230 - Street Maintenance							
5125	Repairs/Maint. Materials	.00	.00	.00	.00	.00	+++	1,196.25
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	14,516.85

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6106	Contractual Services	430,850.00	.00	430,850.00	3,454.00	427,396.00	1	7,030.00
6810	Equipment Rental	.00	.00	.00	.00	.00	+++	97.50
Department 5230 - Street Maintenance Totals		\$430,850.00	\$0.00	\$430,850.00	\$3,454.00	\$427,396.00	1%	\$22,840.60
Department 5235 - Storm Drain/Creek Maint.								
5125	Repairs/Maint. Materials	.00	.00	.00	.00	.00	+++	442.70
5199	Misc. Operating Supplies	.00	.00	.00	374.38	(374.38)	+++	8,902.68
6105	Consulting Services	.00	.00	.00	.00	.00	+++	1,462.32
6106	Contractual Services	100,000.00	.00	100,000.00	.00	100,000.00	0	7,964.41
Department 5235 - Storm Drain/Creek Maint.		\$100,000.00	\$0.00	\$100,000.00	\$374.38	\$99,625.62	0%	\$18,772.11
Department 7710 - Interfund Transactions								
8501	Transfers Out	99,608.00	.00	99,608.00	.00	99,608.00	0	197,840.00
Department 7710 - Interfund Transactions Totals		\$99,608.00	\$0.00	\$99,608.00	\$0.00	\$99,608.00	0%	\$197,840.00
Department 8469 - Wireless Communication								
5504	Machinery/Equip/Supplies	.00	.00	.00	.00	.00	+++	45,180.76
6106	Contractual Services	.00	.00	.00	.00	.00	+++	32,439.14
Department 8469 - Wireless Communication		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$77,619.90
Department 9614 - Pavement Management Plan								
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	10,312.51
6105	Consulting Services	.00	.00	.00	.00	.00	+++	820.00
6106	Contractual Services	.00	.00	.00	.00	.00	+++	689,503.20
Department 9614 - Pavement Management Plan		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$700,635.71
EXPENSE TOTALS		\$930,000.00	\$0.00	\$930,000.00	\$3,828.38	\$926,171.62	0%	\$1,302,942.00
Fund 003 - Sales & Use Tax Measure Q Totals								
REVENUE TOTALS		930,000.00	.00	930,000.00	151,800.00	778,200.00	16	923,775.94
EXPENSE TOTALS		930,000.00	.00	930,000.00	3,828.38	926,171.62	0	1,302,942.00
Fund 003 - Sales & Use Tax Measure Q Totals		\$0.00	\$0.00	\$0.00	\$147,971.62	(\$147,971.62)		(\$379,166.06)
Fund 007 - MBT-BID								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	468.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$468.00
Department 3510 - Accounting & Treasury								
3064	Transient Occupancy Tax	575,000.00	.00	575,000.00	187,639.39	387,360.61	33	643,161.22

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department	3510 - Accounting & Treasury Totals	\$575,000.00	\$0.00	\$575,000.00	\$187,639.39	\$387,360.61	33%	\$643,161.22
Department	7710 - Interfund Transactions							
3801	Transfers In	140,000.00	.00	140,000.00	.00	140,000.00	0	218,593.00
Department	7710 - Interfund Transactions Totals	\$140,000.00	\$0.00	\$140,000.00	\$0.00	\$140,000.00	0%	\$218,593.00
	REVENUE TOTALS	\$715,000.00	\$0.00	\$715,000.00	\$187,639.39	\$527,360.61	26%	\$862,222.22
	EXPENSE							
Department	1111 - Undistributed/Non-Dept.							
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	15.00
Department	1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$15.00
Department	3170 - Promotion & Advertising							
6107	Promotion & Advertising	713,000.00	.00	713,000.00	.00	713,000.00	0	.00
6119	Promotion - Other	.00	.00	.00	163,621.09	(163,621.09)	+++	845,898.11
6199	Other Professional Svc	2,000.00	.00	2,000.00	.00	2,000.00	0	.00
Department	3170 - Promotion & Advertising	\$715,000.00	\$0.00	\$715,000.00	\$163,621.09	\$551,378.91	23%	\$845,898.11
	EXPENSE TOTALS	\$715,000.00	\$0.00	\$715,000.00	\$163,621.09	\$551,378.91	23%	\$845,913.11
	Fund 007 - MBT-BID Totals							
	REVENUE TOTALS	715,000.00	.00	715,000.00	187,639.39	527,360.61	26	862,222.22
	EXPENSE TOTALS	715,000.00	.00	715,000.00	163,621.09	551,378.91	23	845,913.11
Fund	007 - MBT-BID Totals	\$0.00	\$0.00	\$0.00	\$24,018.30	(\$24,018.30)		\$16,309.11
Fund	050 - Gen. Gov. Vehicle Replacement							
	REVENUE							
Department	1111 - Undistributed/Non-Dept.							
3710	Interest Income	.00	.00	.00	.00	.00	+++	36.00
Department	1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$36.00
Department	7710 - Interfund Transactions							
3801	Transfers In	115,000.00	.00	115,000.00	.00	115,000.00	0	.00
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	20,000.00
Department	7710 - Interfund Transactions Totals	\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$115,000.00	0%	\$20,000.00
	REVENUE TOTALS	\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$115,000.00	0%	\$20,036.00
	EXPENSE							
Department	1111 - Undistributed/Non-Dept.							
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	(1.00)
Department	1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$1.00)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department 3110 - City Manager's Office								
7201	Automobiles	.00	.00	.00	.00	.00	+++	26,185.43
Department 3110 - City Manager's Office Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$26,185.43
Department 4110 - Police Department								
7201	Automobiles	45,000.00	.00	45,000.00	.00	45,000.00	0	.00
Department 4110 - Police Department Totals		\$45,000.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00	0%	\$0.00
Department 4210 - Fire Department								
7201	Automobiles	45,000.00	.00	45,000.00	.00	45,000.00	0	.00
Department 4210 - Fire Department Totals		\$45,000.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00	0%	\$0.00
Department 6160 - R & P Parks Division								
7202	Trucks	25,000.00	.00	25,000.00	.00	25,000.00	0	.00
Department 6160 - R & P Parks Division Totals		\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	0%	\$0.00
EXPENSE TOTALS		\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$115,000.00	0%	\$26,184.43
Fund 050 - Gen. Gov. Vehicle Replacement Totals								
REVENUE TOTALS		115,000.00	.00	115,000.00	.00	115,000.00	0	20,036.00
EXPENSE TOTALS		115,000.00	.00	115,000.00	.00	115,000.00	0	26,184.43
Fund 050 - Gen. Gov. Vehicle Replacement Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(\$6,148.43)
Fund 051 - G/F Emergency Reserve Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	13,000.00	.00	13,000.00	.00	13,000.00	0	18,160.00
3960	Proceeds of Litigation	.00	.00	.00	525,000.00	(525,000.00)	+++	.00
Department 1111 - Undistributed/Non-Dept. Totals		\$13,000.00	\$0.00	\$13,000.00	\$525,000.00	(\$512,000.00)	4038%	\$18,160.00
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	38,195.00
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$38,195.00
REVENUE TOTALS		\$13,000.00	\$0.00	\$13,000.00	\$525,000.00	(\$512,000.00)	4038%	\$56,355.00
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	522.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$522.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$522.00
Fund 051 - G/F Emergency Reserve Fund	Totals							
	REVENUE TOTALS	13,000.00	.00	13,000.00	525,000.00	(512,000.00)	4038	56,355.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	522.00
Fund 051 - G/F Emergency Reserve Fund	Totals	\$13,000.00	\$0.00	\$13,000.00	\$525,000.00	(\$512,000.00)		\$55,833.00
Fund 052 - G/F Facility Maint. Fund								
	REVENUE							
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	56,621.73
Department 1111 - Undistributed/Non-Dept.	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$56,621.73
Department 6150 - R & P City Facilities								
3710	Interest Income	61,898.00	.00	61,898.00	.00	61,898.00	0	.00
3913	Sale of Real Property	37,491.00	.00	37,491.00	.00	37,491.00	0	.00
Department 6150 - R & P City Facilities	Totals	\$99,389.00	\$0.00	\$99,389.00	\$0.00	\$99,389.00	0%	\$0.00
	REVENUE TOTALS	\$99,389.00	\$0.00	\$99,389.00	\$0.00	\$99,389.00	0%	\$56,621.73
	EXPENSE							
Department 1111 - Undistributed/Non-Dept.								
8130	Principal Repayment	.00	.00	.00	.00	.00	+++	(43,149.55)
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	12.00
Department 1111 - Undistributed/Non-Dept.	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$43,137.55)
Department 6150 - R & P City Facilities								
5125	Repairs/Maint. Materials	85,000.00	.00	85,000.00	529.20	84,470.80	1	.00
5199	Misc. Operating Supplies	.00	.00	.00	102.23	(102.23)	+++	10,258.62
5502	Building Maint. Supplies	.00	.00	.00	.00	.00	+++	2,439.57
6106	Contractual Services	.00	.00	.00	800.00	(800.00)	+++	40,972.72
Department 6150 - R & P City Facilities	Totals	\$85,000.00	\$0.00	\$85,000.00	\$1,431.43	\$83,568.57	2%	\$53,670.91
	EXPENSE TOTALS	\$85,000.00	\$0.00	\$85,000.00	\$1,431.43	\$83,568.57	2%	\$10,533.36
Fund 052 - G/F Facility Maint. Fund	Totals							
	REVENUE TOTALS	99,389.00	.00	99,389.00	.00	99,389.00	0	56,621.73
	EXPENSE TOTALS	85,000.00	.00	85,000.00	1,431.43	83,568.57	2	10,533.36
Fund 052 - G/F Facility Maint. Fund	Totals	\$14,389.00	\$0.00	\$14,389.00	(\$1,431.43)	\$15,820.43		\$46,088.37
Fund 053 - Water Equip. Replacement								

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REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	1,636.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,636.00
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,636.00
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	48.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$48.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$48.00
Fund 053 - Water Equip. Replacement Totals								
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	1,636.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	48.00
	Fund 053 - Water Equip. Replacement Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,588.00
Fund 054 - Sewer Equip. Replacement								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	1,154.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,154.00
Department 7710 - Interfund Transactions								
3801	Transfers In	.00	.00	.00	.00	.00	+++	115,000.00
3802	Intrafund Revenue Trans.	115,000.00	.00	115,000.00	.00	115,000.00	0	.00
	Department 7710 - Interfund Transactions Totals	\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$115,000.00	0%	\$115,000.00
	REVENUE TOTALS	\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$115,000.00	0%	\$116,154.00
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	35.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$35.00
Department 5251 - Wastewater Collection								
7202	Trucks	70,000.00	.00	70,000.00	.00	70,000.00	0	.00
	Department 5251 - Wastewater Collection Totals	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	0%	\$0.00
	EXPENSE TOTALS	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	0%	\$35.00

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Fund 054 - Sewer Equip. Replacement Totals								
	REVENUE TOTALS	115,000.00	.00	115,000.00	.00	115,000.00	0	116,154.00
	EXPENSE TOTALS	70,000.00	.00	70,000.00	.00	70,000.00	0	35.00
Fund 054 - Sewer Equip. Replacement Totals								
		\$45,000.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00		\$116,119.00
Fund 055 - Harbor Equip. Replacement								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	423.00
Department 1111 - Undistributed/Non-Dept.								
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$423.00
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	280,000.00
Department 7710 - Interfund Transactions Totals								
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$280,000.00
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$280,423.00
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	13.00
Department 1111 - Undistributed/Non-Dept.								
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$13.00
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	305,134.63
Department 7710 - Interfund Transactions Totals								
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$305,134.63
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$305,147.63
Fund 055 - Harbor Equip. Replacement Totals								
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	280,423.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	305,147.63
Fund 055 - Harbor Equip. Replacement Totals								
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(\$24,724.63)
Fund 200 - Comm. Development Grants								
REVENUE								
Department 3630 - County CDBG								
3306	Federal Grant, HUD	.00	.00	.00	.00	.00	+++	99,909.00
3403	Sale of Plans/Specs	.00	.00	.00	.00	.00	+++	150.00
3499	Other Rev/Current Svc	.00	.00	.00	550.00	(550.00)	+++	2,200.00
Department 3630 - County CDBG Totals								
		\$0.00	\$0.00	\$0.00	\$550.00	(\$550.00)	+++	\$102,259.00
Department 7710 - Interfund Transactions								

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3801	Transfers In	.00	.00	.00	.00	.00	+++	57,816.64
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$57,816.64
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$550.00	(\$550.00)	+++	\$160,075.64
EXPENSE								
Department 3620 - Cal Home								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	51.51
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	82.12
Department 3620 - Cal Home Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$133.63
Department 3630 - County CDBG								
4910	Employer Paid Benefits	.00	.00	.00	541.20	(541.20)	+++	5,174.11
4999	Labor Costs Applied	.00	.00	.00	1,449.47	(1,449.47)	+++	19,233.88
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	615.12
6106	Contractual Services	.00	.00	.00	22,459.17	(22,459.17)	+++	116,222.64
6510	Meetings & Conferences	.00	.00	.00	.00	.00	+++	1,190.00
6514	Travel Expense	.00	.00	.00	.00	.00	+++	991.54
8721	Payment To Other Agency	.00	.00	.00	.00	.00	+++	17,331.00
Department 3630 - County CDBG Totals		\$0.00	\$0.00	\$0.00	\$24,449.84	(\$24,449.84)	+++	\$160,758.29
Department 3680 - Home								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	202.57
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	334.68
Department 3680 - Home Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$537.25
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$24,449.84	(\$24,449.84)	+++	\$161,429.17
Fund 200 - Comm. Development Grants Totals								
REVENUE TOTALS		.00	.00	.00	550.00	(550.00)	+++	160,075.64
EXPENSE TOTALS		.00	.00	.00	24,449.84	(24,449.84)	+++	161,429.17
Fund 200 - Comm. Development Grants Totals		\$0.00	\$0.00	\$0.00	(\$23,899.84)	\$23,899.84		(\$1,353.53)
Fund 201 - CDBG Loan Repayment Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	600.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$600.00
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$600.00
EXPENSE								

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Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	57,816.64
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$57,816.64
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$57,816.64
Fund 201 - CDBG Loan Repayment Fund Totals								
REVENUE TOTALS		.00	.00	.00	.00	.00	+++	600.00
EXPENSE TOTALS		.00	.00	.00	.00	.00	+++	57,816.64
Fund 201 - CDBG Loan Repayment Fund Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		(\$57,216.64)
Fund 204 - CDBG 04/05 Housing Rehab								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3342	Principal Repayment	.00	.00	.00	.00	.00	+++	39,025.37
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$39,025.37
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$39,025.37
Fund 204 - CDBG 04/05 Housing Rehab Totals								
REVENUE TOTALS		.00	.00	.00	.00	.00	+++	39,025.37
EXPENSE TOTALS		.00	.00	.00	.00	.00	+++	.00
Fund 204 - CDBG 04/05 Housing Rehab Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$39,025.37
Fund 250 - State Gas Tax Fund								
REVENUE								
Department 5230 - Street Maintenance								
3211	Gas Tax - Section 2105	50,962.00	.00	50,962.00	10,082.51	40,879.49	20	71,494.65
3212	Gas Tax - Section 2106	44,460.00	.00	44,460.00	8,432.51	36,027.49	19	48,006.34
3213	Gas Tax - Section 2107	62,619.00	.00	62,619.00	13,914.24	48,704.76	22	76,480.36
3214	Gas Tax - Section 2107.5	3,000.00	.00	3,000.00	3,000.00	.00	100	3,000.00
3219	R&T 7360-Section 2103	110,893.00	.00	110,893.00	24,656.21	86,236.79	22	146,452.65
Department 5230 - Street Maintenance Totals		\$271,934.00	\$0.00	\$271,934.00	\$60,085.47	\$211,848.53	22%	\$345,434.00
REVENUE TOTALS		\$271,934.00	\$0.00	\$271,934.00	\$60,085.47	\$211,848.53	22%	\$345,434.00
EXPENSE								
Department 7710 - Interfund Transactions								
8501	Transfers Out	271,934.00	.00	271,934.00	.00	271,934.00	0	334,654.89
Department 7710 - Interfund Transactions Totals		\$271,934.00	\$0.00	\$271,934.00	\$0.00	\$271,934.00	0%	\$334,654.89

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	EXPENSE TOTALS	\$271,934.00	\$0.00	\$271,934.00	\$0.00	\$271,934.00	0%	\$334,654.89
	Fund 250 - State Gas Tax Fund Totals							
	REVENUE TOTALS	271,934.00	.00	271,934.00	60,085.47	211,848.53	22	345,434.00
	EXPENSE TOTALS	271,934.00	.00	271,934.00	.00	271,934.00	0	334,654.89
	Fund 250 - State Gas Tax Fund Totals	\$0.00	\$0.00	\$0.00	\$60,085.47	(\$60,085.47)		\$10,779.11
Fund 270 - Lower Cost Visitor Accom Fund								
	REVENUE							
	Department 1111 - Undistributed/Non-Dept.							
3710	Interest Income	.00	.00	.00	.00	.00	+++	231.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$231.00
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$231.00
	EXPENSE							
	Department 1111 - Undistributed/Non-Dept.							
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	7.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$7.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$7.00
	Fund 270 - Lower Cost Visitor Accom Fund Totals							
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	231.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	7.00
	Fund 270 - Lower Cost Visitor Accom Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$224.00
Fund 280 - Traffic Safety Fund								
	REVENUE							
	Department 4110 - Police Department							
3620	Statutory Violations	30,000.00	.00	30,000.00	3,787.47	26,212.53	13	17,603.78
	Department 4110 - Police Department Totals	\$30,000.00	\$0.00	\$30,000.00	\$3,787.47	\$26,212.53	13%	\$17,603.78
	REVENUE TOTALS	\$30,000.00	\$0.00	\$30,000.00	\$3,787.47	\$26,212.53	13%	\$17,603.78
	EXPENSE							
	Department 7710 - Interfund Transactions							
8501	Transfers Out	30,000.00	.00	30,000.00	.00	30,000.00	0	19,011.79
	Department 7710 - Interfund Transactions Totals	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	0%	\$19,011.79
	EXPENSE TOTALS	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	0%	\$19,011.79

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Fund 280 - Traffic Safety Fund Totals								
	REVENUE TOTALS	30,000.00	.00	30,000.00	3,787.47	26,212.53	13	17,603.78
	EXPENSE TOTALS	30,000.00	.00	30,000.00	.00	30,000.00	0	19,011.79
Fund 280 - Traffic Safety Fund Totals		\$0.00	\$0.00	\$0.00	\$3,787.47	(\$3,787.47)		(\$1,408.01)
Fund 282 - Special Safety Grants								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	245.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$245.00
Department 4190 - State Police Grants								
3229	CA COPS Program SLESF	100,000.00	.00	100,000.00	30,000.00	70,000.00	30	100,000.00
Department 4190 - State Police Grants Totals		\$100,000.00	\$0.00	\$100,000.00	\$30,000.00	\$70,000.00	30%	\$100,000.00
REVENUE TOTALS		\$100,000.00	\$0.00	\$100,000.00	\$30,000.00	\$70,000.00	30%	\$100,245.00
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	8.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$8.00
Department 4190 - State Police Grants								
4310	Part-Time Pay	16,640.00	.00	16,640.00	3,216.00	13,424.00	19	1,816.00
4910	Employer Paid Benefits	1,655.00	.00	1,655.00	132.82	1,522.18	8	912.03
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	12,150.00
5109	Uniforms/Safety Equipment	81,705.00	.00	81,705.00	.00	81,705.00	0	.00
5150	Weapons/Range/Ammunition	.00	.00	.00	8,391.60	(8,391.60)	+++	.00
5504	Machinery/Equip/Supplies	.00	.00	.00	.00	.00	+++	42,484.97
Department 4190 - State Police Grants Totals		\$100,000.00	\$0.00	\$100,000.00	\$11,740.42	\$88,259.58	12%	\$57,363.00
EXPENSE TOTALS		\$100,000.00	\$0.00	\$100,000.00	\$11,740.42	\$88,259.58	12%	\$57,371.00
Fund 282 - Special Safety Grants Totals								
REVENUE TOTALS		100,000.00	.00	100,000.00	30,000.00	70,000.00	30	100,245.00
EXPENSE TOTALS		100,000.00	.00	100,000.00	11,740.42	88,259.58	12	57,371.00
Fund 282 - Special Safety Grants Totals		\$0.00	\$0.00	\$0.00	\$18,259.58	(\$18,259.58)		\$42,874.00
Fund 299 - Parking In-Lieu Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3430	Parking In-Lieu	1,400.00	.00	1,400.00	.00	1,400.00	0	.00
3710	Interest Income	.00	.00	.00	7.18	(7.18)	+++	9,497.32
Department 1111 - Undistributed/Non-Dept.		\$1,400.00	\$0.00	\$1,400.00	\$7.18	\$1,392.82	1%	\$9,497.32
REVENUE TOTALS		\$1,400.00	\$0.00	\$1,400.00	\$7.18	\$1,392.82	1%	\$9,497.32
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	74.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$74.00
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$74.00
Fund 299 - Parking In-Lieu Fund Totals								
REVENUE TOTALS		1,400.00	.00	1,400.00	7.18	1,392.82	1	9,497.32
EXPENSE TOTALS		.00	.00	.00	.00	.00	+++	74.00
Fund 299 - Parking In-Lieu Fund Totals		\$1,400.00	\$0.00	\$1,400.00	\$7.18	\$1,392.82		\$9,423.32
Fund 301 - Transit Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	1,000.00	.00	1,000.00	.00	1,000.00	0	1,068.00
Department 1111 - Undistributed/Non-Dept.		\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0%	\$1,068.00
Department 5261 - MB Transit								
3231	LTF Transit	228,134.00	.00	228,134.00	75,445.04	152,688.96	33	160,932.54
3234	DAR STA	18,591.00	.00	18,591.00	4,393.50	14,197.50	24	13,177.50
3236	LTF Misc Trans Allocation	.00	.00	.00	16,580.00	(16,580.00)	+++	49,740.00
3371	State Grant Public Svc	13,021.00	.00	13,021.00	.00	13,021.00	0	.00
3390	Other Grant Capital Impv	64,240.00	.00	64,240.00	.00	64,240.00	0	.00
3453	Van Farebox Receipts	19,300.00	.00	19,300.00	2,958.65	16,341.35	15	18,349.93
Department 5261 - MB Transit Totals		\$343,286.00	\$0.00	\$343,286.00	\$99,377.19	\$243,908.81	29%	\$242,199.97
Department 5265 - Trolley								
3231	LTF Transit	69,562.00	.00	69,562.00	.00	69,562.00	0	60,100.00
3453	Van Farebox Receipts	15,200.00	.00	15,200.00	5,042.90	10,157.10	33	13,040.70
3499	Other Rev/Current Svc	5,000.00	.00	5,000.00	.00	5,000.00	0	5,914.66
3730	Rental Income	2,000.00	.00	2,000.00	.00	2,000.00	0	2,686.78
Department 5265 - Trolley Totals		\$91,762.00	\$0.00	\$91,762.00	\$5,042.90	\$86,719.10	5%	\$81,742.14
REVENUE TOTALS		\$436,048.00	\$0.00	\$436,048.00	\$104,420.09	\$331,627.91	24%	\$325,010.11

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	32.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$32.00
Department 5261 - MB Transit								
5110	Fuel Oil & Lubricants	28,300.00	.00	28,300.00	.00	28,300.00	0	19,001.51
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	140.37
5301	General Office Supplies	25.00	.00	25.00	.00	25.00	0	.00
5504	Machinery/Equip/Supplies	3,500.00	.00	3,500.00	1,357.77	2,142.23	39	12,091.38
6103	Financial Audits	1,500.00	.00	1,500.00	.00	1,500.00	0	.00
6105	Consulting Services	30,000.00	.00	30,000.00	.00	30,000.00	0	.00
6106	Contractual Services	139,500.00	.00	139,500.00	272.00	139,228.00	0	128,228.76
6107	Promotion & Advertising	4,600.00	.00	4,600.00	952.00	3,648.00	21	3,784.00
6160	Vehicle Inspections	100.00	.00	100.00	161.75	(61.75)	162	100.00
6300	Utilities	1,400.00	.00	1,400.00	306.19	1,093.81	22	508.38
6519	Association Membership	375.00	.00	375.00	.00	375.00	0	395.00
6604	Outside Vehicle Repair/Maint	.00	.00	.00	.00	.00	+++	2,775.00
6741	Misc. Bank Charges	50.00	.00	50.00	.00	50.00	0	.00
7204	Other Vehicles	73,000.00	.00	73,000.00	.00	73,000.00	0	.00
8711	Non Capital Asset Expense	.00	.00	.00	.00	.00	+++	1,894.17
8730	Cap. Asset Depreciation	.00	.00	.00	.00	.00	+++	18,213.79
Department 5261 - MB Transit Totals		\$282,350.00	\$0.00	\$282,350.00	\$3,049.71	\$279,300.29	1%	\$187,132.36
Department 5265 - Trolley								
5110	Fuel Oil & Lubricants	12,900.00	.00	12,900.00	.00	12,900.00	0	14,399.16
5504	Machinery/Equip/Supplies	2,200.00	.00	2,200.00	465.03	1,734.97	21	5,262.18
6106	Contractual Services	54,800.00	.00	54,800.00	.00	54,800.00	0	44,061.53
6107	Promotion & Advertising	2,000.00	.00	2,000.00	136.00	1,864.00	7	68.00
6160	Vehicle Inspections	62.00	.00	62.00	.00	62.00	0	.00
8711	Non Capital Asset Expense	.00	.00	.00	.00	.00	+++	973.10
8730	Cap. Asset Depreciation	.00	.00	.00	.00	.00	+++	29,782.76
Department 5265 - Trolley Totals		\$71,962.00	\$0.00	\$71,962.00	\$601.03	\$71,360.97	1%	\$94,546.73
Department 7710 - Interfund Transactions								
8501	Transfers Out	79,775.00	.00	79,775.00	.00	79,775.00	0	79,775.00
8510	Transfer To General Fund	.00	.00	.00	.00	.00	+++	43,320.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department	7710 - Interfund Transactions Totals	\$79,775.00	\$0.00	\$79,775.00	\$0.00	\$79,775.00	0%	\$123,095.00
	EXPENSE TOTALS	\$434,087.00	\$0.00	\$434,087.00	\$3,650.74	\$430,436.26	1%	\$404,806.09
Fund	301 - Transit Fund Totals							
	REVENUE TOTALS	436,048.00	.00	436,048.00	104,420.09	331,627.91	24	325,010.11
	EXPENSE TOTALS	434,087.00	.00	434,087.00	3,650.74	430,436.26	1	404,806.09
Fund	301 - Transit Fund Totals	\$1,961.00	\$0.00	\$1,961.00	\$100,769.35	(\$98,808.35)		(\$79,795.98)
Fund	302 - Bike Path							
	REVENUE							
Department	1111 - Undistributed/Non-Dept.							
3710	Interest Income	.00	.00	.00	.00	.00	+++	152.00
Department	1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$152.00
Department	5262 - Bikeway Paths							
3233	DAR LTF Bikepaths	10,721.00	.00	10,721.00	2,433.00	8,288.00	23	7,299.00
Department	5262 - Bikeway Paths Totals	\$10,721.00	\$0.00	\$10,721.00	\$2,433.00	\$8,288.00	23%	\$7,299.00
	REVENUE TOTALS	\$10,721.00	\$0.00	\$10,721.00	\$2,433.00	\$8,288.00	23%	\$7,451.00
	EXPENSE							
Department	1111 - Undistributed/Non-Dept.							
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	5.00
Department	1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$5.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$5.00
Fund	302 - Bike Path Totals							
	REVENUE TOTALS	10,721.00	.00	10,721.00	2,433.00	8,288.00	23	7,451.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	5.00
Fund	302 - Bike Path Totals	\$10,721.00	\$0.00	\$10,721.00	\$2,433.00	\$8,288.00		\$7,446.00
Fund	311 - Water Revenue Fund							
	REVENUE							
Department	5240 - Water							
3454	Water Services	3,230,000.00	.00	3,230,000.00	310,944.90	2,919,055.10	10	3,391,982.86
3455	Water NSF Fees	250.00	.00	250.00	.00	250.00	0	330.00
3456	Water Reconnection Fees	5,000.00	.00	5,000.00	828.00	4,172.00	17	6,340.00
3459	Water Service Application	7,500.00	.00	7,500.00	1,725.00	5,775.00	23	9,400.00
3496	Mitigation Fees	.00	.00	.00	5,535.00	(5,535.00)	+++	27,117.03

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3631	Penalties	50,000.00	.00	50,000.00	6,290.85	43,709.15	13	64,443.33
3905	Bad Debts Recovery	500.00	.00	500.00	240.89	259.11	48	1,006.34
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	780.00
Department 5240 - Water Totals		\$3,293,250.00	\$0.00	\$3,293,250.00	\$325,564.64	\$2,967,685.36	10%	\$3,501,399.56
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	595,341.00	.00	595,341.00	.00	595,341.00	0	2,260,186.50
Department 7710 - Interfund Transactions Totals		\$595,341.00	\$0.00	\$595,341.00	\$0.00	\$595,341.00	0%	\$2,260,186.50
REVENUE TOTALS		\$3,888,591.00	\$0.00	\$3,888,591.00	\$325,564.64	\$3,563,026.36	8%	\$5,761,586.06
EXPENSE								
Department 3510 - Accounting & Treasury								
5305	Forms Printing	2,500.00	.00	2,500.00	.00	2,500.00	0	.00
6220	Postage	1,500.00	.00	1,500.00	.00	1,500.00	0	5.11
6640	Maintenance Contracts	500.00	.00	500.00	.00	500.00	0	367.89
Department 3510 - Accounting & Treasury Totals		\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00	0%	\$373.00
Department 5240 - Water								
4110	Regular Pay	367,195.00	.00	367,195.00	94,520.30	272,674.70	26	389,807.23
4120	Overtime Pay	30,000.00	.00	30,000.00	3,809.49	26,190.51	13	20,201.61
4310	Part-Time Pay	.00	.00	.00	1,555.00	(1,555.00)	+++	10,333.59
4515	Standby Pay	15,000.00	.00	15,000.00	3,050.00	11,950.00	20	13,215.00
4599	Other Pay	15,000.00	.00	15,000.00	2,423.70	12,576.30	16	7,376.71
4910	Employer Paid Benefits	187,587.00	.00	187,587.00	59,746.64	127,840.36	32	244,189.32
4999	Labor Costs Applied	125,855.00	.00	125,855.00	15,942.49	109,912.51	13	66,481.74
5109	Uniforms/Safety Equipment	1,500.00	.00	1,500.00	1,150.31	349.69	77	5,707.02
5110	Fuel Oil & Lubricants	20,000.00	.00	20,000.00	.00	20,000.00	0	17,315.76
5125	Repairs/Maint. Materials	.00	.00	.00	.00	.00	+++	524.56
5175	Computer Operating Supp.	2,500.00	.00	2,500.00	.00	2,500.00	0	574.51
5199	Misc. Operating Supplies	25,000.00	.00	25,000.00	1,948.57	23,051.43	8	7,270.40
5301	General Office Supplies	.00	.00	.00	.00	.00	+++	159.00
5303	Books & Manuals	250.00	.00	250.00	426.71	(176.71)	171	.00
5501	Grounds Maint. Supplies	.00	.00	.00	.00	.00	+++	2.16
5502	Building Maint. Supplies	75,000.00	.00	75,000.00	23,996.10	51,003.90	32	158,256.33
5503	Rolling Stock Supplies	500.00	.00	500.00	.00	500.00	0	1,020.35
5504	Machinery/Equip/Supplies	300.00	.00	300.00	.00	300.00	0	.00
5969	Water Conservation Rebate	7,500.00	.00	7,500.00	.00	7,500.00	0	2,500.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6101	Legal Services	89,800.00	.00	89,800.00	4,233.16	85,566.84	5	32,795.85
6105	Consulting Services	65,000.00	.00	65,000.00	5,935.06	59,064.94	9	88,792.57
6106	Contractual Services	100,000.00	.00	100,000.00	13,316.69	86,683.31	13	98,589.01
6125	Professional Development	2,500.00	.00	2,500.00	.00	2,500.00	0	772.09
6131	State Water Contract	2,216,919.00	.00	2,216,919.00	.00	2,216,919.00	0	2,119,397.28
6161	Licenses & Permits	9,000.00	.00	9,000.00	150.00	8,850.00	2	6,200.68
6162	Mandated Fees/Inspections	8,000.00	.00	8,000.00	.00	8,000.00	0	18,212.56
6199	Other Professional Svc	8,000.00	.00	8,000.00	.00	8,000.00	0	1,228.36
6220	Postage	1,500.00	.00	1,500.00	.00	1,500.00	0	974.26
6300	Utilities	110,000.00	.00	110,000.00	19,409.29	90,590.71	18	129,248.15
6401	General Liability	50,000.00	.00	50,000.00	.00	50,000.00	0	47,171.00
6411	Property Damage Ins.	1,151.00	.00	1,151.00	.00	1,151.00	0	1,130.00
6472	Other Ins./Employee Bond	125.00	.00	125.00	.00	125.00	0	125.00
6473	Vehicle Insurance	854.00	.00	854.00	.00	854.00	0	854.00
6499	Earthquake & Flood Insurance	20,451.00	.00	20,451.00	.00	20,451.00	0	20,728.81
6510	Meetings & Conferences	2,500.00	.00	2,500.00	1,575.00	925.00	63	1,750.00
6513	Meals & Lodging	250.00	.00	250.00	.00	250.00	0	152.22
6514	Travel Expense	2,500.00	.00	2,500.00	220.12	2,279.88	9	1,090.76
6519	Association Membership	3,000.00	.00	3,000.00	202.00	2,798.00	7	1,813.34
6601	Outside Equip. Repair/Mat	.00	.00	.00	56.06	(56.06)	+++	1,847.67
6602	Outside Structural Repair	5,000.00	.00	5,000.00	.00	5,000.00	0	11,154.43
6604	Outside Vehicle Repair/Maint	2,000.00	.00	2,000.00	.00	2,000.00	0	605.79
6710	Notices & Publications	2,000.00	.00	2,000.00	205.56	1,794.44	10	2,577.96
6720	Medical Examinations	750.00	.00	750.00	.00	750.00	0	978.00
6741	Misc. Bank Charges	5,000.00	.00	5,000.00	.00	5,000.00	0	5,980.50
6811	Auto & Truck Rental	500.00	.00	500.00	.00	500.00	0	.00
6812	Space Rental	25,000.00	.00	25,000.00	20,972.00	4,028.00	84	20,887.12
8105	Penalties	.00	.00	.00	2,097.20	(2,097.20)	+++	.00
8711	Non Capital Asset Expense	.00	.00	.00	.00	.00	+++	498,239.29
8730	Cap. Asset Depreciation	.00	.00	.00	.00	.00	+++	318,793.10
8750	Bad Debts Written Off	.00	.00	.00	154.23	(154.23)	+++	3,952.88
8760	UM Customer Adjustments	.00	.00	.00	.00	.00	+++	14,546.25
Department 5240 - Water Totals		\$3,604,987.00	\$0.00	\$3,604,987.00	\$277,095.68	\$3,327,891.32	8%	\$4,395,524.22

Department 7710 - Interfund Transactions

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	1,552.39
8501	Transfers Out	279,104.00	.00	279,104.00	.00	279,104.00	0	276,341.00
Department 7710 - Interfund Transactions Totals		\$279,104.00	\$0.00	\$279,104.00	\$0.00	\$279,104.00	0%	\$277,893.39
EXPENSE TOTALS		\$3,888,591.00	\$0.00	\$3,888,591.00	\$277,095.68	\$3,611,495.32	7%	\$4,673,790.61
Fund 311 - Water Revenue Fund Totals								
REVENUE TOTALS		3,888,591.00	.00	3,888,591.00	325,564.64	3,563,026.36	8	5,761,586.06
EXPENSE TOTALS		3,888,591.00	.00	3,888,591.00	277,095.68	3,611,495.32	7	4,673,790.61
Fund 311 - Water Revenue Fund Totals		\$0.00	\$0.00	\$0.00	\$48,468.96	(\$48,468.96)		\$1,087,795.45
Fund 321 - Sewer Revenue Fund								
REVENUE								
Department 5251 - Wastewater Collection								
3452	Sewer Services	3,428,067.00	.00	3,428,067.00	377,516.29	3,050,550.71	11	4,070,514.21
3631	Penalties	25,000.00	.00	25,000.00	2,227.53	22,772.47	9	26,495.83
3730	Rental Income	20,000.00	.00	20,000.00	7,755.00	12,245.00	39	18,703.88
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	6,834.39
Department 5251 - Wastewater Collection Totals		\$3,473,067.00	\$0.00	\$3,473,067.00	\$387,498.82	\$3,085,568.18	11%	\$4,122,548.31
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	2,228,859.00	.00	2,228,859.00	.00	2,228,859.00	0	75,692.41
Department 7710 - Interfund Transactions Totals		\$2,228,859.00	\$0.00	\$2,228,859.00	\$0.00	\$2,228,859.00	0%	\$75,692.41
REVENUE TOTALS		\$5,701,926.00	\$0.00	\$5,701,926.00	\$387,498.82	\$5,314,427.18	7%	\$4,198,240.72
EXPENSE								
Department 3510 - Accounting & Treasury								
5305	Forms Printing	2,500.00	.00	2,500.00	.00	2,500.00	0	.00
6106	Contractual Services	16,750.00	.00	16,750.00	.00	16,750.00	0	.00
6220	Postage	1,500.00	.00	1,500.00	.00	1,500.00	0	5.09
6640	Maintenance Contracts	375.00	.00	375.00	.00	375.00	0	367.88
Department 3510 - Accounting & Treasury Totals		\$21,125.00	\$0.00	\$21,125.00	\$0.00	\$21,125.00	0%	\$372.97
Department 5251 - Wastewater Collection								
4110	Regular Pay	334,952.00	.00	334,952.00	68,790.67	266,161.33	21	293,250.21
4120	Overtime Pay	10,000.00	.00	10,000.00	20.27	9,979.73	0	1,118.62
4310	Part-Time Pay	2,500.00	.00	2,500.00	1,045.00	1,455.00	42	10,866.08
4515	Standby Pay	13,015.00	.00	13,015.00	3,015.00	10,000.00	23	13,215.00
4599	Other Pay	2,500.00	.00	2,500.00	1,661.52	838.48	66	8,532.50

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
4910	Employer Paid Benefits	149,021.00	.00	149,021.00	39,077.53	109,943.47	26	166,098.64
4999	Labor Costs Applied	174,109.00	.00	174,109.00	7,237.44	166,871.56	4	42,010.18
5109	Uniforms/Safety Equipment	10,000.00	.00	10,000.00	1,609.24	8,390.76	16	7,546.61
5110	Fuel Oil & Lubricants	15,000.00	.00	15,000.00	404.36	14,595.64	3	16,443.42
5120	Chemical Supplies	10,000.00	.00	10,000.00	1,864.34	8,135.66	19	11,377.84
5175	Computer Operating Supp.	4,000.00	.00	4,000.00	253.98	3,746.02	6	2,936.76
5199	Misc. Operating Supplies	12,500.00	.00	12,500.00	943.68	11,556.32	8	33,384.94
5301	General Office Supplies	1,500.00	.00	1,500.00	250.56	1,249.44	17	632.65
5305	Forms Printing	.00	.00	.00	.00	.00	+++	29.30
5502	Building Maint. Supplies	40,000.00	.00	40,000.00	1,433.39	38,566.61	4	31,453.96
5503	Rolling Stock Supplies	.00	.00	.00	.00	.00	+++	923.78
5504	Machinery/Equip/Supplies	50,000.00	.00	50,000.00	309.16	49,690.84	1	20,697.64
5530	Small Tools	10,000.00	.00	10,000.00	.00	10,000.00	0	1,603.83
6101	Legal Services	.00	.00	.00	4,233.16	(4,233.16)	+++	21,561.91
6105	Consulting Services	20,000.00	.00	20,000.00	1,010.50	18,989.50	5	876.11
6106	Contractual Services	179,800.00	.00	179,800.00	8,233.37	171,566.63	5	78,291.58
6125	Professional Development	.00	.00	.00	180.00	(180.00)	+++	3,120.42
6161	Licenses & Permits	6,500.00	.00	6,500.00	960.50	5,539.50	15	4,690.00
6199	Other Professional Svc	6,000.00	.00	6,000.00	.00	6,000.00	0	34.86
6220	Postage	1,250.00	.00	1,250.00	21.91	1,228.09	2	1,033.05
6300	Utilities	35,000.00	.00	35,000.00	7,149.79	27,850.21	20	39,239.52
6401	General Liability	28,841.00	.00	28,841.00	.00	28,841.00	0	28,303.00
6411	Property Damage Ins.	576.00	.00	576.00	.00	576.00	0	565.00
6472	Other Ins./Employee Bond	75.00	.00	75.00	.00	75.00	0	75.00
6473	Vehicle Insurance	488.00	.00	488.00	.00	488.00	0	488.00
6499	Earthquake & Flood Insurance	.00	.00	.00	.00	.00	+++	8,878.80
6510	Meetings & Conferences	5,000.00	.00	5,000.00	750.00	4,250.00	15	5,168.72
6511	Mileage Reimbursement	500.00	.00	500.00	.00	500.00	0	.00
6513	Meals & Lodging	.00	.00	.00	.00	.00	+++	196.15
6514	Travel Expense	4,500.00	.00	4,500.00	1,037.50	3,462.50	23	940.61
6519	Association Membership	2,000.00	.00	2,000.00	55.00	1,945.00	3	1,501.52
6601	Outside Equip. Repair/Mat	20,000.00	.00	20,000.00	160.57	19,839.43	1	1,070.96
6602	Outside Structural Repair	.00	.00	.00	.00	.00	+++	712.63
6604	Outside Vehicle Repair/Maint	2,500.00	.00	2,500.00	48.75	2,451.25	2	68.75

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6640	Maintenance Contracts	80,000.00	.00	80,000.00	.00	80,000.00	0	39,339.54
6710	Notices & Publications	1,500.00	.00	1,500.00	459.21	1,040.79	31	203.55
6720	Medical Examinations	1,000.00	.00	1,000.00	.00	1,000.00	0	190.00
6741	Misc. Bank Charges	4,000.00	.00	4,000.00	.00	4,000.00	0	6,032.12
6810	Equipment Rental	7,000.00	.00	7,000.00	.00	7,000.00	0	2,707.31
6812	Space Rental	.00	.00	.00	.00	.00	+++	365.49
8711	Non Capital Asset Expense	.00	.00	.00	.00	.00	+++	67,858.19
8721	Payment To Other Agency	4,268,826.00	.00	4,268,826.00	.00	4,268,826.00	0	2,099,473.88
8730	Cap. Asset Depreciation	.00	.00	.00	.00	.00	+++	499,825.63
8750	Bad Debts Written Off	.00	.00	.00	303.94	(303.94)	+++	3,832.25
8760	UM Customer Adjustments	.00	.00	.00	.00	.00	+++	6,071.74
Department 5251 - Wastewater Collection Totals		\$5,514,453.00	\$0.00	\$5,514,453.00	\$152,520.34	\$5,361,932.66	3%	\$3,584,838.25
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	362,899.14
8501	Transfers Out	166,348.00	.00	166,348.00	.00	166,348.00	0	164,701.00
Department 7710 - Interfund Transactions Totals		\$166,348.00	\$0.00	\$166,348.00	\$0.00	\$166,348.00	0%	\$527,600.14
EXPENSE TOTALS		\$5,701,926.00	\$0.00	\$5,701,926.00	\$152,520.34	\$5,549,405.66	3%	\$4,112,811.36
Fund 321 - Sewer Revenue Fund Totals								
REVENUE TOTALS		5,701,926.00	.00	5,701,926.00	387,498.82	5,314,427.18	7	4,198,240.72
EXPENSE TOTALS		5,701,926.00	.00	5,701,926.00	152,520.34	5,549,405.66	3	4,112,811.36
Fund 321 - Sewer Revenue Fund Totals		\$0.00	\$0.00	\$0.00	\$234,978.48	(\$234,978.48)		\$85,429.36
Fund 331 - Harbor Operating Fund								
REVENUE								
Department 1104 - Harbor Nature Conservancy								
3303	Fed Grant Other Govt Svc	.00	.00	.00	.00	.00	+++	32,562.45
Department 1104 - Harbor Nature Conservancy Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$32,562.45
Department 1201 - NFWF Plan/Dev Grant								
3303	Fed Grant Other Govt Svc	.00	.00	.00	.00	.00	+++	11,142.66
Department 1201 - NFWF Plan/Dev Grant Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$11,142.66
Department 6510 - Harbor Department								
3301	Fed Grant Capital Impv	.00	.00	.00	.00	.00	+++	80,000.00
3370	State Grant Capital Impv	.00	.00	.00	.00	.00	+++	11,000.00
3391	Other Grant Public Svc	.00	.00	.00	.00	.00	+++	40,000.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3401	Sale of Copies & Books	50.00	.00	50.00	.00	50.00	0	.00
3437	Live Aboard Services	6,000.00	.00	6,000.00	.00	6,000.00	0	4,717.00
3439	Other Harbor Services	10,000.00	.00	10,000.00	3,194.25	6,805.75	32	11,156.44
3440	Harbor Leases	1,344,990.00	.00	1,344,990.00	.00	1,344,990.00	0	1,302,762.97
3441	North T-Pier Dockage	40,880.00	.00	40,880.00	.00	40,880.00	0	50,967.05
3442	South T-Pier Dockage	51,100.00	.00	51,100.00	.00	51,100.00	0	61,474.97
3443	Mooring Rental	86,870.00	.00	86,870.00	.00	86,870.00	0	84,679.43
3444	Slip Rental	91,980.00	.00	91,980.00	.00	91,980.00	0	87,614.59
3445	Slip Transient Sublease	45,990.00	.00	45,990.00	237.60	45,752.40	1	36,131.35
3446	CC1 Slip Rentals	.00	.00	.00	.00	.00	+++	(27.84)
3447	Floating Dockage Rental	2,050.00	.00	2,050.00	.00	2,050.00	0	1,395.20
3469	Special Events	1,000.00	.00	1,000.00	.00	1,000.00	0	528.00
3499	Other Rev/Current Svc	5,000.00	.00	5,000.00	.00	5,000.00	0	5,000.00
3631	Penalties	.00	.00	.00	.00	.00	+++	59,570.65
3730	Rental Income	.00	.00	.00	.00	.00	+++	260.00
3913	Sale of Real Property	.00	.00	.00	.00	.00	+++	6,978.75
3919	Auctioned Property	500.00	.00	500.00	.00	500.00	0	923.00
3990	Other Misc. Revenues	1,000.00	.00	1,000.00	8,687.95	(7,687.95)	869	15,181.09
3991	Cash Variations	.00	.00	.00	.00	.00	+++	(60.00)
Department 6510 - Harbor Department Totals		\$1,687,410.00	\$0.00	\$1,687,410.00	\$12,119.80	\$1,675,290.20	1%	\$1,860,252.65
Department 6511 - Harbor Lifeguards								
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	1,845.00
Department 6511 - Harbor Lifeguards Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,845.00
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	305,134.63
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$305,134.63
Department 8479 - Launch Ramp Parking								
3499	Other Rev/Current Svc	25,000.00	.00	25,000.00	12,786.00	12,214.00	51	25,076.00
Department 8479 - Launch Ramp Parking Totals		\$25,000.00	\$0.00	\$25,000.00	\$12,786.00	\$12,214.00	51%	\$25,076.00
REVENUE TOTALS		\$1,712,410.00	\$0.00	\$1,712,410.00	\$24,905.80	\$1,687,504.20	1%	\$2,236,013.39
EXPENSE								
Department 1104 - Harbor Nature Conservancy								
4310	Part-Time Pay	.00	.00	.00	.00	.00	+++	19,872.00
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	1,837.66

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6101	Legal Services	.00	.00	.00	.00	.00	+++	4,800.58
6105	Consulting Services	.00	.00	.00	.00	.00	+++	1,937.00
6472	Other Ins./Employee Bond	.00	.00	.00	.00	.00	+++	1,573.00
Department 1104 - Harbor Nature Conservancy		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$30,020.24
Department 1201 - NFWF Plan/Dev Grant								
4310	Part-Time Pay	.00	.00	.00	.00	.00	+++	11,228.80
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	100.32
6105	Consulting Services	.00	.00	.00	.00	.00	+++	28,267.00
Department 1201 - NFWF Plan/Dev Grant Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$39,596.12
Department 6510 - Harbor Department								
4110	Regular Pay	482,494.00	.00	482,494.00	109,789.03	372,704.97	23	486,984.58
4120	Overtime Pay	2,500.00	.00	2,500.00	1,570.32	929.68	63	6,582.95
4310	Part-Time Pay	65,000.00	.00	65,000.00	31,042.43	33,957.57	48	79,559.68
4515	Standby Pay	13,000.00	.00	13,000.00	2,945.00	10,055.00	23	3,005.00
4599	Other Pay	1,500.00	.00	1,500.00	827.20	672.80	55	4,840.98
4910	Employer Paid Benefits	300,346.00	.00	300,346.00	67,294.13	233,051.87	22	279,188.72
5105	First Aide Supplies	850.00	.00	850.00	1,117.26	(267.26)	131	537.59
5108	Communication Supplies	1,500.00	.00	1,500.00	1,604.61	(104.61)	107	1,775.31
5109	Uniforms/Safety Equipment	5,000.00	.00	5,000.00	1,203.93	3,796.07	24	5,461.14
5110	Fuel Oil & Lubricants	24,000.00	.00	24,000.00	5,804.54	18,195.46	24	29,427.97
5111	Fire Hoses & Couplings	.00	.00	.00	.00	.00	+++	961.04
5125	Repairs/Maint. Materials	500.00	.00	500.00	.00	500.00	0	226.80
5175	Computer Operating Supp.	2,000.00	.00	2,000.00	.00	2,000.00	0	6,336.70
5199	Misc. Operating Supplies	1,500.00	.00	1,500.00	278.33	1,221.67	19	1,349.73
5301	General Office Supplies	2,500.00	.00	2,500.00	363.70	2,136.30	15	2,592.69
5303	Books & Manuals	.00	.00	.00	35.21	(35.21)	+++	.00
5304	Periodical/Subscriptions	200.00	.00	200.00	.00	200.00	0	141.09
5305	Forms Printing	1,500.00	.00	1,500.00	114.48	1,385.52	8	1,629.76
5501	Grounds Maint. Supplies	2,500.00	.00	2,500.00	4,141.68	(1,641.68)	166	7,742.84
5502	Building Maint. Supplies	1,000.00	.00	1,000.00	550.45	449.55	55	4,987.72
5504	Machinery/Equip/Supplies	12,000.00	.00	12,000.00	4,848.73	7,151.27	40	22,701.18
5530	Small Tools	2,500.00	.00	2,500.00	49.52	2,450.48	2	2,069.52
6101	Legal Services	34,800.00	.00	34,800.00	4,233.16	30,566.84	12	24,016.07
6102	Legislative Analyst	8,400.00	.00	8,400.00	.00	8,400.00	0	8,400.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6105	Consulting Services	4,000.00	.00	4,000.00	3,000.00	1,000.00	75	2,250.00
6106	Contractual Services	3,000.00	.00	3,000.00	12,867.87	(9,867.87)	429	5,990.35
6107	Promotion & Advertising	1,000.00	.00	1,000.00	.00	1,000.00	0	480.84
6125	Professional Development	6,000.00	.00	6,000.00	5,888.95	111.05	98	4,830.99
6199	Other Professional Svc	1,500.00	.00	1,500.00	1,305.05	194.95	87	10,608.59
6201	Telephone	4,500.00	.00	4,500.00	1,035.41	3,464.59	23	7,587.85
6220	Postage	1,300.00	.00	1,300.00	.00	1,300.00	0	1,325.78
6300	Utilities	200.00	.00	200.00	.00	200.00	0	.00
6301	Electricity	22,000.00	.00	22,000.00	3,658.10	18,341.90	17	26,026.52
6302	Natural Gas	700.00	.00	700.00	61.59	638.41	9	822.81
6303	Water	25,000.00	.00	25,000.00	.00	25,000.00	0	33,304.88
6305	Disposal	50,000.00	.00	50,000.00	11,846.92	38,153.08	24	53,980.07
6399	Other Utilities	5,000.00	.00	5,000.00	.00	5,000.00	0	.00
6401	General Liability	52,000.00	.00	52,000.00	.00	52,000.00	0	50,316.00
6411	Property Damage Ins.	16,307.00	.00	16,307.00	.00	16,307.00	0	24,857.98
6472	Other Ins./Employee Bond	134.00	.00	134.00	.00	134.00	0	134.00
6473	Vehicle Insurance	16,500.00	.00	16,500.00	.00	16,500.00	0	610.00
6510	Meetings & Conferences	2,500.00	.00	2,500.00	633.00	1,867.00	25	8,085.25
6511	Mileage Reimbursement	500.00	.00	500.00	.00	500.00	0	.00
6519	Association Membership	2,500.00	.00	2,500.00	1,250.00	1,250.00	50	2,462.50
6601	Outside Equip. Repair/Mat	40,000.00	.00	40,000.00	1,448.95	38,551.05	4	20,584.49
6602	Outside Structural Repair	5,000.00	.00	5,000.00	.00	5,000.00	0	4,617.00
6603	Outside Ground Repair	1,000.00	.00	1,000.00	.00	1,000.00	0	1,802.64
6604	Outside Vehicle Repair/Maint	1,000.00	.00	1,000.00	.00	1,000.00	0	360.50
6640	Maintenance Contracts	1,500.00	.00	1,500.00	564.00	936.00	38	1,413.00
6710	Notices & Publications	500.00	.00	500.00	108.00	392.00	22	2,196.22
6720	Medical Examinations	.00	.00	.00	.00	.00	+++	1,950.00
6741	Misc. Bank Charges	4,000.00	.00	4,000.00	.00	4,000.00	0	5,983.38
6750	Business Equipment Rental	1,500.00	.00	1,500.00	130.56	1,369.44	9	2,773.67
6810	Equipment Rental	1,000.00	.00	1,000.00	.00	1,000.00	0	1,632.94
8110	Interest Expense	40,000.00	.00	40,000.00	40,027.37	(27.37)	100	44,111.03
8130	Principal Repayment	94,859.00	.00	94,859.00	94,831.63	27.37	100	.00
8730	Cap. Asset Depreciation	.00	.00	.00	.00	.00	+++	139,350.22
8750	Bad Debts Written Off	.00	.00	.00	.00	.00	+++	76,222.64

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department 6510 - Harbor Department Totals		\$1,370,590.00	\$0.00	\$1,370,590.00	\$416,471.11	\$954,118.89	30%	\$1,517,191.20
Department 6511 - Harbor Lifeguards								
4120	Overtime Pay	400.00	.00	400.00	.00	400.00	0	742.69
4310	Part-Time Pay	40,000.00	.00	40,000.00	19,596.27	20,403.73	49	36,867.28
4910	Employer Paid Benefits	9,457.00	.00	9,457.00	3,789.93	5,667.07	40	7,284.50
5105	First Aide Supplies	300.00	.00	300.00	.00	300.00	0	.00
5109	Uniforms/Safety Equipment	3,000.00	.00	3,000.00	527.04	2,472.96	18	1,129.86
5199	Misc. Operating Supplies	500.00	.00	500.00	131.11	368.89	26	208.97
Department 6511 - Harbor Lifeguards Totals		\$53,657.00	\$0.00	\$53,657.00	\$24,044.35	\$29,612.65	45%	\$46,233.30
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	2,677.00	.00	2,677.00	.00	2,677.00	0	366,949.97
8501	Transfers Out	281,986.00	.00	281,986.00	.00	281,986.00	0	281,986.00
Department 7710 - Interfund Transactions Totals		\$284,663.00	\$0.00	\$284,663.00	\$0.00	\$284,663.00	0%	\$648,935.97
Department 8479 - Launch Ramp Parking								
5501	Grounds Maint. Supplies	500.00	.00	500.00	.00	500.00	0	264.60
5504	Machinery/Equip/Supplies	500.00	.00	500.00	.00	500.00	0	.00
6106	Contractual Services	2,000.00	.00	2,000.00	1,400.00	600.00	70	2,065.19
6300	Utilities	500.00	.00	500.00	.00	500.00	0	350.92
6741	Misc. Bank Charges	.00	.00	.00	.00	.00	+++	756.78
Department 8479 - Launch Ramp Parking Totals		\$3,500.00	\$0.00	\$3,500.00	\$1,400.00	\$2,100.00	40%	\$3,437.49
EXPENSE TOTALS		\$1,712,410.00	\$0.00	\$1,712,410.00	\$441,915.46	\$1,270,494.54	26%	\$2,285,414.32
Fund 331 - Harbor Operating Fund Totals								
REVENUE TOTALS		1,712,410.00	.00	1,712,410.00	24,905.80	1,687,504.20	1	2,236,013.39
EXPENSE TOTALS		1,712,410.00	.00	1,712,410.00	441,915.46	1,270,494.54	26	2,285,414.32
Fund 331 - Harbor Operating Fund Totals		\$0.00	\$0.00	\$0.00	(\$417,009.66)	\$417,009.66		(\$49,400.93)
Fund 430 - Risk Management								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	9,928.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$9,928.00
Department 4310 - Health & Dental Ins.								
3922	Refunds/Adj/Restitution	.00	.00	.00	2,842.77	(2,842.77)	+++	2,602.98
Department 4310 - Health & Dental Ins. Totals		\$0.00	\$0.00	\$0.00	\$2,842.77	(\$2,842.77)	+++	\$2,602.98

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department 4312 - Worker's Comp Insurance								
3916	Chgs To Other Departments	353,091.00	.00	353,091.00	.00	353,091.00	0	720,095.57
	Department 4312 - Worker's Comp Insurance	\$353,091.00	\$0.00	\$353,091.00	\$0.00	\$353,091.00	0%	\$720,095.57
Department 4314 - Unemployment Reserve								
3916	Chgs To Other Departments	34,589.00	.00	34,589.00	.00	34,589.00	0	72,675.33
	Department 4314 - Unemployment Reserve	\$34,589.00	\$0.00	\$34,589.00	\$0.00	\$34,589.00	0%	\$72,675.33
Department 4316 - Liability Insurance								
3909	Special Event Insurance	.00	.00	.00	1,524.84	(1,524.84)	+++	12,074.60
3916	Chgs To Other Departments	547,320.00	.00	547,320.00	.00	547,320.00	0	285,987.00
	Department 4316 - Liability Insurance Totals	\$547,320.00	\$0.00	\$547,320.00	\$1,524.84	\$545,795.16	0%	\$298,061.60
Department 4317 - Other Insurance								
3916	Chgs To Other Departments	16,000.00	.00	16,000.00	.00	16,000.00	0	25,414.98
	Department 4317 - Other Insurance Totals	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$16,000.00	0%	\$25,414.98
Department 4318 - Property Damage/Fire Ins								
3916	Chgs To Other Departments	33,000.00	.00	33,000.00	.00	33,000.00	0	211,451.01
	Department 4318 - Property Damage/Fire Ins	\$33,000.00	\$0.00	\$33,000.00	\$0.00	\$33,000.00	0%	\$211,451.01
Department 4320 - Vehicle Insurance								
3916	Chgs To Other Departments	16,000.00	.00	16,000.00	.00	16,000.00	0	11,661.00
	Department 4320 - Vehicle Insurance Totals	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$16,000.00	0%	\$11,661.00
	REVENUE TOTALS	\$1,000,000.00	\$0.00	\$1,000,000.00	\$4,367.61	\$995,632.39	0%	\$1,351,890.47
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
5201	Other Expense	.00	.00	.00	.00	.00	+++	3,800.00
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	284.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$4,084.00
Department 4301 - Administrative Services								
5201	Other Expense	.00	.00	.00	.00	.00	+++	40,000.00
6101	Legal Services	.00	.00	.00	15,575.81	(15,575.81)	+++	91,072.90
6106	Contractual Services	.00	.00	.00	.00	.00	+++	15,400.00
6510	Meetings & Conferences	.00	.00	.00	.00	.00	+++	1,117.24
6513	Meals & Lodging	.00	.00	.00	.00	.00	+++	1,268.49
6514	Travel Expense	.00	.00	.00	.00	.00	+++	181.61
	Department 4301 - Administrative Services	\$0.00	\$0.00	\$0.00	\$15,575.81	(\$15,575.81)	+++	\$149,040.24
Department 4312 - Worker's Comp Insurance								

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6451	Worker's Comp. Insurance	353,091.00	.00	353,091.00	.00	353,091.00	0	300,421.00
	Department 4312 - Worker's Comp Insurance	\$353,091.00	\$0.00	\$353,091.00	\$0.00	\$353,091.00	0%	\$300,421.00
	Department 4314 - Unemployment Reserve							
6461	Unemployment Insurance	34,589.00	.00	34,589.00	.00	34,589.00	0	19,962.00
	Department 4314 - Unemployment Reserve	\$34,589.00	\$0.00	\$34,589.00	\$0.00	\$34,589.00	0%	\$19,962.00
	Department 4316 - Liability Insurance							
6106	Contractual Services	.00	.00	.00	.00	.00	+++	10,533.00
6401	General Liability	352,320.00	.00	352,320.00	.00	352,320.00	0	255,002.00
6421	Boiler Insurance	.00	.00	.00	3,911.00	(3,911.00)	+++	3,777.00
6472	Other Ins./Employee Bond	.00	.00	.00	526.12	(526.12)	+++	9,692.64
6499	Earthquake & Flood Insurance	195,000.00	.00	195,000.00	202,969.00	(7,969.00)	104	200,007.00
	Department 4316 - Liability Insurance Totals	\$547,320.00	\$0.00	\$547,320.00	\$207,406.12	\$339,913.88	38%	\$479,011.64
	Department 4317 - Other Insurance							
6472	Other Ins./Employee Bond	16,000.00	.00	16,000.00	.00	16,000.00	0	1,772.00
6499	Earthquake & Flood Insurance	.00	.00	.00	.00	.00	+++	22,338.00
	Department 4317 - Other Insurance Totals	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$16,000.00	0%	\$24,110.00
	Department 4318 - Property Damage/Fire Ins							
6411	Property Damage Ins.	33,000.00	.00	33,000.00	21,878.00	11,122.00	66	87,789.78
	Department 4318 - Property Damage/Fire Ins	\$33,000.00	\$0.00	\$33,000.00	\$21,878.00	\$11,122.00	66%	\$87,789.78
	Department 4320 - Vehicle Insurance							
6473	Vehicle Insurance	16,000.00	.00	16,000.00	15,388.00	612.00	96	15,785.00
	Department 4320 - Vehicle Insurance Totals	\$16,000.00	\$0.00	\$16,000.00	\$15,388.00	\$612.00	96%	\$15,785.00
	Department 7710 - Interfund Transactions							
8501	Transfers Out	140,000.00	.00	140,000.00	.00	140,000.00	0	272,620.00
	Department 7710 - Interfund Transactions Totals	\$140,000.00	\$0.00	\$140,000.00	\$0.00	\$140,000.00	0%	\$272,620.00
	EXPENSE TOTALS	\$1,140,000.00	\$0.00	\$1,140,000.00	\$260,247.93	\$879,752.07	23%	\$1,352,823.66
	Fund 430 - Risk Management Totals							
	REVENUE TOTALS	1,000,000.00	.00	1,000,000.00	4,367.61	995,632.39	0	1,351,890.47
	EXPENSE TOTALS	1,140,000.00	.00	1,140,000.00	260,247.93	879,752.07	23	1,352,823.66
	Fund 430 - Risk Management Totals	(\$140,000.00)	\$0.00	(\$140,000.00)	(\$255,880.32)	\$115,880.32		(\$933.19)
Fund 500 - Assessment Districts								
	REVENUE							
	Department 6162 - North Point Park							

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3018	Property Tax Spec. Assess	5,645.00	.00	5,645.00	.00	5,645.00	0	5,645.00
	Department 6162 - North Point Park Totals	\$5,645.00	\$0.00	\$5,645.00	\$0.00	\$5,645.00	0%	\$5,645.00
	Department 6163 - Loperena Storm Drain No 1							
3018	Property Tax Spec. Assess	2,832.00	.00	2,832.00	79.68	2,752.32	3	2,832.48
	Department 6163 - Loperena Storm Drain No 1	\$2,832.00	\$0.00	\$2,832.00	\$79.68	\$2,752.32	3%	\$2,832.48
	Department 6167 - Cloisters Park							
3018	Property Tax Spec. Assess	148,944.00	.00	148,944.00	621.60	148,322.40	0	.00
	Department 6167 - Cloisters Park Totals	\$148,944.00	\$0.00	\$148,944.00	\$621.60	\$148,322.40	0%	\$0.00
	Department 7710 - Interfund Transactions							
3801	Transfers In	.00	.00	.00	.00	.00	+++	62,472.25
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$62,472.25
	REVENUE TOTALS	\$157,421.00	\$0.00	\$157,421.00	\$701.28	\$156,719.72	0%	\$70,949.73
	EXPENSE							
	Department 6162 - North Point Park							
6104	Engineering Services	5,645.00	.00	5,645.00	.00	5,645.00	0	.00
6300	Utilities	.00	.00	.00	379.04	(379.04)	+++	1,929.86
6710	Notices & Publications	.00	.00	.00	.00	.00	+++	139.13
	Department 6162 - North Point Park Totals	\$5,645.00	\$0.00	\$5,645.00	\$379.04	\$5,265.96	7%	\$2,068.99
	Department 6167 - Cloisters Park							
4910	Employer Paid Benefits	1,000.00	.00	1,000.00	52.27	947.73	5	.00
4999	Labor Costs Applied	3,500.00	.00	3,500.00	82.12	3,417.88	2	.00
5199	Misc. Operating Supplies	1,000.00	.00	1,000.00	.00	1,000.00	0	.00
5501	Grounds Maint. Supplies	2,000.00	.00	2,000.00	.00	2,000.00	0	.00
6106	Contractual Services	90,000.00	.00	90,000.00	.00	90,000.00	0	.00
6199	Other Professional Svc	500.00	.00	500.00	.00	500.00	0	.00
6300	Utilities	28,000.00	.00	28,000.00	.00	28,000.00	0	.00
6710	Notices & Publications	500.00	.00	500.00	.00	500.00	0	.00
6810	Equipment Rental	2,500.00	.00	2,500.00	.00	2,500.00	0	.00
	Department 6167 - Cloisters Park Totals	\$129,000.00	\$0.00	\$129,000.00	\$134.39	\$128,865.61	0%	\$0.00
	EXPENSE TOTALS	\$134,645.00	\$0.00	\$134,645.00	\$513.43	\$134,131.57	0%	\$2,068.99
	Fund 500 - Assessment Districts Totals							
	REVENUE TOTALS	157,421.00	.00	157,421.00	701.28	156,719.72	0	70,949.73
	EXPENSE TOTALS	134,645.00	.00	134,645.00	513.43	134,131.57	0	2,068.99

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 500 - Assessment Districts Totals		\$22,776.00	\$0.00	\$22,776.00	\$187.85	\$22,588.15		\$68,880.74
Fund 570 - Cloisters Park Maint AD								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	159.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$159.00
Department 6167 - Cloisters Park								
3018	Property Tax Spec. Assess	.00	.00	.00	621.60	(621.60)	+++	151,429.00
Department 6167 - Cloisters Park Totals		\$0.00	\$0.00	\$0.00	\$621.60	(\$621.60)	+++	\$151,429.00
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$621.60	(\$621.60)	+++	\$151,588.00
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	5.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$5.00
Department 6167 - Cloisters Park								
4910	Employer Paid Benefits	.00	.00	.00	177.33	(177.33)	+++	994.09
4999	Labor Costs Applied	.00	.00	.00	410.60	(410.60)	+++	2,856.17
5199	Misc. Operating Supplies	.00	.00	.00	16.18	(16.18)	+++	519.90
5501	Grounds Maint. Supplies	.00	.00	.00	327.21	(327.21)	+++	1,388.55
5502	Building Maint. Supplies	.00	.00	.00	.00	.00	+++	22.93
6106	Contractual Services	.00	.00	.00	14,129.00	(14,129.00)	+++	92,163.80
6199	Other Professional Svc	.00	.00	.00	.00	.00	+++	246.00
6300	Utilities	.00	.00	.00	583.53	(583.53)	+++	26,049.62
6411	Property Damage Ins.	.00	.00	.00	.00	.00	+++	300.00
6602	Outside Structural Repair	.00	.00	.00	.00	.00	+++	1,980.33
6710	Notices & Publications	.00	.00	.00	.00	.00	+++	139.13
Department 6167 - Cloisters Park Totals		\$0.00	\$0.00	\$0.00	\$15,643.85	(\$15,643.85)	+++	\$126,660.52
Department 7710 - Interfund Transactions								
8501	Transfers Out	.00	.00	.00	.00	.00	+++	24,768.48
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$24,768.48
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$15,643.85	(\$15,643.85)	+++	\$151,434.00
Fund 570 - Cloisters Park Maint AD Totals								
REVENUE TOTALS		.00	.00	.00	621.60	(621.60)	+++	151,588.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
	EXPENSE TOTALS	.00	.00	.00	15,643.85	(15,643.85)	+++	151,434.00
Fund 570 - Cloisters Park Maint AD	Totals	\$0.00	\$0.00	\$0.00	(\$15,022.25)	\$15,022.25		\$154.00
Fund 575 - Cloisters Park Accumulation								
	REVENUE							
Department 7710 - Interfund Transactions								
3801	Transfers In	.00	.00	.00	.00	.00	+++	50,039.84
Department 7710 - Interfund Transactions	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$50,039.84
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$50,039.84
Fund 575 - Cloisters Park Accumulation	Totals							
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	50,039.84
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	.00
Fund 575 - Cloisters Park Accumulation	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$50,039.84
Fund 599 - MB/CS Waste Water Fund								
	REVENUE							
Department 5255 - Wastewater Treatment								
3499	Other Rev/Current Svc	3,412,734.00	.00	3,412,734.00	.00	3,412,734.00	0	2,691,388.71
Department 5255 - Wastewater Treatment	Totals	\$3,412,734.00	\$0.00	\$3,412,734.00	\$0.00	\$3,412,734.00	0%	\$2,691,388.71
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	527,971.47
Department 7710 - Interfund Transactions	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$527,971.47
	REVENUE TOTALS	\$3,412,734.00	\$0.00	\$3,412,734.00	\$0.00	\$3,412,734.00	0%	\$3,219,360.18
	EXPENSE							
Department 5255 - Wastewater Treatment								
4110	Regular Pay	521,119.00	.00	521,119.00	113,741.49	407,377.51	22	492,989.29
4120	Overtime Pay	10,000.00	.00	10,000.00	1,282.00	8,718.00	13	20,624.81
4515	Standby Pay	13,050.00	.00	13,050.00	3,050.00	10,000.00	23	13,050.00
4599	Other Pay	1,000.00	.00	1,000.00	798.28	201.72	80	1,135.28
4910	Employer Paid Benefits	294,660.00	.00	294,660.00	66,610.43	228,049.57	23	278,670.28
4999	Labor Costs Applied	1,000.00	.00	1,000.00	.00	1,000.00	0	2,313.09
5101	Janitorial Supplies	1,500.00	.00	1,500.00	253.05	1,246.95	17	1,723.43
5105	First Aide Supplies	500.00	.00	500.00	.00	500.00	0	277.63
5108	Communication Supplies	2,000.00	.00	2,000.00	.00	2,000.00	0	1,162.08
5109	Uniforms/Safety Equipment	12,000.00	.00	12,000.00	2,485.57	9,514.43	21	12,940.74

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
5110	Fuel Oil & Lubricants	5,000.00	.00	5,000.00	1,388.39	3,611.61	28	3,767.88
5112	Lab Supplies	32,000.00	.00	32,000.00	5,094.03	26,905.97	16	17,390.88
5120	Chemical Supplies	130,000.00	.00	130,000.00	23,291.52	106,708.48	18	118,162.40
5125	Repairs/Maint. Materials	1,500.00	.00	1,500.00	.00	1,500.00	0	.00
5170	Computer Paper	2,500.00	.00	2,500.00	.00	2,500.00	0	.00
5175	Computer Operating Supp.	.00	.00	.00	2,333.64	(2,333.64)	+++	3,708.56
5199	Misc. Operating Supplies	1,500.00	.00	1,500.00	260.88	1,239.12	17	504.38
5301	General Office Supplies	2,500.00	.00	2,500.00	478.69	2,021.31	19	618.19
5302	Copying Supplies	.00	.00	.00	.00	.00	+++	86.51
5303	Books & Manuals	100.00	.00	100.00	.00	100.00	0	.00
5305	Forms Printing	.00	.00	.00	.00	.00	+++	66.41
5501	Grounds Maint. Supplies	2,500.00	.00	2,500.00	.00	2,500.00	0	1,560.56
5502	Building Maint. Supplies	30,000.00	.00	30,000.00	79.05	29,920.95	0	18,315.25
5504	Machinery/Equip/Supplies	195,000.00	.00	195,000.00	39,432.29	155,567.71	20	145,733.42
5530	Small Tools	2,000.00	.00	2,000.00	.00	2,000.00	0	2,007.30
6103	Financial Audits	6,000.00	.00	6,000.00	.00	6,000.00	0	5,900.00
6104	Engineering Services	50,000.00	.00	50,000.00	.00	50,000.00	0	.00
6105	Consulting Services	25,000.00	.00	25,000.00	.00	25,000.00	0	1,320.00
6106	Contractual Services	213,000.00	.00	213,000.00	765.22	212,234.78	0	209,330.92
6125	Professional Development	2,500.00	.00	2,500.00	.00	2,500.00	0	1,943.29
6160	Vehicle Inspections	250.00	.00	250.00	.00	250.00	0	.00
6161	Licenses & Permits	6,000.00	.00	6,000.00	.00	6,000.00	0	.00
6162	Mandated Fees/Inspections	35,000.00	.00	35,000.00	.00	35,000.00	0	25,567.00
6199	Other Professional Svc	1,500.00	.00	1,500.00	1,851.58	(351.58)	123	9,885.47
6201	Telephone	2,000.00	.00	2,000.00	483.82	1,516.18	24	2,747.73
6220	Postage	.00	.00	.00	.00	.00	+++	6.90
6300	Utilities	.00	.00	.00	594.09	(594.09)	+++	949.13
6301	Electricity	120,000.00	.00	120,000.00	29,233.71	90,766.29	24	144,737.41
6302	Natural Gas	5,000.00	.00	5,000.00	992.38	4,007.62	20	4,670.67
6303	Water	7,500.00	.00	7,500.00	.00	7,500.00	0	15,746.54
6305	Disposal	600.00	.00	600.00	132.82	467.18	22	911.52
6307	Disposal of Sludge	15,000.00	.00	15,000.00	.00	15,000.00	0	14,256.49
6399	Other Utilities	12,000.00	.00	12,000.00	1,519.68	10,480.32	13	10,800.44
6401	General Liability	51,272.00	.00	51,272.00	.00	51,272.00	0	50,316.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6411	Property Damage Ins.	1,151.00	.00	1,151.00	.00	1,151.00	0	1,130.00
6472	Other Ins./Employee Bond	134.00	.00	134.00	.00	134.00	0	134.00
6473	Vehicle Insurance	244.00	.00	244.00	.00	244.00	0	244.00
6499	Earthquake & Flood Insurance	169,154.00	.00	169,154.00	.00	169,154.00	0	168,362.40
6502	Shipping & Moving	2,500.00	.00	2,500.00	568.44	1,931.56	23	1,882.60
6510	Meetings & Conferences	.00	.00	.00	.00	.00	+++	20.00
6511	Mileage Reimbursement	.00	.00	.00	.00	.00	+++	749.86
6514	Travel Expense	1,500.00	.00	1,500.00	.00	1,500.00	0	510.60
6519	Association Membership	500.00	.00	500.00	.00	500.00	0	.00
6601	Outside Equip. Repair/Mat	145,000.00	.00	145,000.00	14,992.46	130,007.54	10	129,059.01
6602	Outside Structural Repair	20,000.00	.00	20,000.00	892.73	19,107.27	4	3,003.28
6603	Outside Ground Repair	.00	.00	.00	.00	.00	+++	1,035.85
6604	Outside Vehicle Repair/Maint	5,000.00	.00	5,000.00	.00	5,000.00	0	8,423.10
6710	Notices & Publications	.00	.00	.00	205.56	(205.56)	+++	203.55
6810	Equipment Rental	2,500.00	.00	2,500.00	.00	2,500.00	0	.00
7102	Buildings & Structures	1,221,000.00	.00	1,221,000.00	.00	1,221,000.00	0	.00
8711	Non Capital Asset Expense	.00	.00	.00	.00	.00	+++	46,845.65
8721	Payment To Other Agency	30,000.00	.00	30,000.00	.00	30,000.00	0	7,003.40
8730	Cap. Asset Depreciation	.00	.00	.00	.00	.00	+++	466,079.15
Department 5255 - Wastewater Treatment Totals		\$3,412,734.00	\$0.00	\$3,412,734.00	\$312,811.80	\$3,099,922.20	9%	\$2,470,584.33
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	526,971.47
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$526,971.47
Department 8312 - WWTP Relocation & Trmt								
4910	Employer Paid Benefits	.00	.00	.00	2,758.50	(2,758.50)	+++	12,894.49
4999	Labor Costs Applied	.00	.00	.00	7,952.31	(7,952.31)	+++	38,278.96
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	3,138.76
6105	Consulting Services	.00	.00	.00	21,999.65	(21,999.65)	+++	185,973.50
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(240,285.71)
Department 8312 - WWTP Relocation & Trmt		\$0.00	\$0.00	\$0.00	\$32,710.46	(\$32,710.46)	+++	\$0.00
EXPENSE TOTALS		\$3,412,734.00	\$0.00	\$3,412,734.00	\$345,522.26	\$3,067,211.74	10%	\$2,997,555.80
Fund 599 - MB/CS Waste Water Fund Totals								
REVENUE TOTALS		3,412,734.00	.00	3,412,734.00	.00	3,412,734.00	0	3,219,360.18

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
	EXPENSE TOTALS	3,412,734.00	.00	3,412,734.00	345,522.26	3,067,211.74	10	2,997,555.80
Fund 599 - MB/CS Waste Water Fund	Totals	\$0.00	\$0.00	\$0.00	(\$345,522.26)	\$345,522.26		\$221,804.38
Fund 900 - Governmental Impact Fees								
	REVENUE							
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	3,800.00
Department 1111 - Undistributed/Non-Dept.	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$3,800.00
Department 3110 - City Manager's Office								
3950	Impact Fees	10,000.00	.00	10,000.00	5,753.46	4,246.54	58	23,346.79
Department 3110 - City Manager's Office	Totals	\$10,000.00	\$0.00	\$10,000.00	\$5,753.46	\$4,246.54	58%	\$23,346.79
Department 4110 - Police Department								
3950	Impact Fees	2,500.00	.00	2,500.00	1,855.96	644.04	74	7,531.23
Department 4110 - Police Department	Totals	\$2,500.00	\$0.00	\$2,500.00	\$1,855.96	\$644.04	74%	\$7,531.23
Department 4210 - Fire Department								
3950	Impact Fees	2,500.00	.00	2,500.00	2,041.55	458.45	82	8,284.34
Department 4210 - Fire Department	Totals	\$2,500.00	\$0.00	\$2,500.00	\$2,041.55	\$458.45	82%	\$8,284.34
Department 5230 - Street Maintenance								
3950	Impact Fees	15,000.00	.00	15,000.00	8,537.40	6,462.60	57	34,643.62
Department 5230 - Street Maintenance	Totals	\$15,000.00	\$0.00	\$15,000.00	\$8,537.40	\$6,462.60	57%	\$34,643.62
Department 5235 - Storm Drain/Creek Maint.								
3950	Impact Fees	.00	.00	.00	371.20	(371.20)	+++	1,506.29
Department 5235 - Storm Drain/Creek Maint.	Totals	\$0.00	\$0.00	\$0.00	\$371.20	(\$371.20)	+++	\$1,506.29
Department 6160 - R & P Parks Division								
3950	Impact Fees	10,000.00	.00	10,000.00	5,539.20	4,460.80	55	23,114.22
Department 6160 - R & P Parks Division	Totals	\$10,000.00	\$0.00	\$10,000.00	\$5,539.20	\$4,460.80	55%	\$23,114.22
	REVENUE TOTALS	\$40,000.00	\$0.00	\$40,000.00	\$24,098.77	\$15,901.23	60%	\$102,226.49
	EXPENSE							
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	114.00
Department 1111 - Undistributed/Non-Dept.	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$114.00
Department 7710 - Interfund Transactions								
8501	Transfers Out	115,000.00	.00	115,000.00	.00	115,000.00	0	.00
Department 7710 - Interfund Transactions	Totals	\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$115,000.00	0%	\$0.00
	EXPENSE TOTALS	\$115,000.00	\$0.00	\$115,000.00	\$0.00	\$115,000.00	0%	\$114.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 900 - Governmental Impact Fees Totals								
	REVENUE TOTALS	40,000.00	.00	40,000.00	24,098.77	15,901.23	60	102,226.49
	EXPENSE TOTALS	115,000.00	.00	115,000.00	.00	115,000.00	0	114.00
Fund 900 - Governmental Impact Fees Totals (\$75,000.00) \$0.00 (\$75,000.00) \$24,098.77 (\$99,098.77) \$102,112.49								
Fund 904 - Park Fee Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	510.00
Department 1111 - Undistributed/Non-Dept. \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 +++ \$510.00								
Department 6160 - R & P Parks Division								
3431	Parks In-Lieu	.00	.00	.00	17,282.00	(17,282.00)	+++	43,840.24
Department 6160 - R & P Parks Division Totals \$0.00 \$0.00 \$0.00 \$17,282.00 (\$17,282.00) +++ \$43,840.24								
REVENUE TOTALS \$0.00 \$0.00 \$0.00 \$17,282.00 (\$17,282.00) +++ \$44,350.24								
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	16.00
Department 1111 - Undistributed/Non-Dept. \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 +++ \$16.00								
Department 6160 - R & P Parks Division								
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	2,565.46
5501	Grounds Maint. Supplies	.00	.00	.00	.00	.00	+++	15,145.16
6106	Contractual Services	.00	.00	.00	.00	.00	+++	6,072.45
Department 6160 - R & P Parks Division Totals \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 +++ \$23,783.07								
EXPENSE TOTALS \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 +++ \$23,799.07								
Fund 904 - Park Fee Fund Totals								
	REVENUE TOTALS	.00	.00	.00	17,282.00	(17,282.00)	+++	44,350.24
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	23,799.07
Fund 904 - Park Fee Fund Totals \$0.00 \$0.00 \$0.00 \$17,282.00 (\$17,282.00) \$20,551.17								
Fund 915 - Capital Projects Fund								
REVENUE								
Department 7710 - Interfund Transactions								
3801	Transfers In	.00	.00	.00	.00	.00	+++	968,742.17
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	43,320.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department	7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,012,062.17
Department	8213 - Parks Renovation							
3371	State Grant Public Svc	.00	.00	.00	.00	.00	+++	16,608.00
Department	8213 - Parks Renovation Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$16,608.00
Department	8313 - Morro Creek Trail/Bridge							
3301	Fed Grant Capital Impv	.00	.00	.00	57,566.48	(57,566.48)	+++	233,915.23
Department	8313 - Morro Creek Trail/Bridge Totals	\$0.00	\$0.00	\$0.00	\$57,566.48	(\$57,566.48)	+++	\$233,915.23
Department	8444 - Fire Station 53 Admin							
3304	USDA/FEMA Grant Funding	.00	.00	.00	.00	.00	+++	1,449,000.00
Department	8444 - Fire Station 53 Admin Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,449,000.00
Department	9614 - Pavement Management Plan							
3370	State Grant Capital Impv	.00	.00	.00	.00	.00	+++	67,793.46
3403	Sale of Plans/Specs	.00	.00	.00	.00	.00	+++	325.00
Department	9614 - Pavement Management Plan Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$68,118.46
Department	9909 - Misc. City Bike Paths							
3372	State Grant Other Govt Sv	.00	.00	.00	.00	.00	+++	35,205.83
3403	Sale of Plans/Specs	.00	.00	.00	.00	.00	+++	150.00
Department	9909 - Misc. City Bike Paths Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$35,355.83
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$57,566.48	(\$57,566.48)	+++	\$2,815,059.69
	EXPENSE							
Department	7710 - Interfund Transactions							
8501	Transfers Out	.00	.00	.00	.00	.00	+++	2,138,840.68
Department	7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,138,840.68
Department	8137 - New World Upgrades							
6105	Consulting Services	.00	.00	.00	.00	.00	+++	4,680.64
6125	Professional Development	.00	.00	.00	.00	.00	+++	26,487.20
6514	Travel Expense	.00	.00	.00	.00	.00	+++	1,219.69
Department	8137 - New World Upgrades Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$32,387.53
Department	8213 - Parks Renovation							
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	88.00
6106	Contractual Services	.00	.00	.00	.00	.00	+++	16,520.00
Department	8213 - Parks Renovation Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$16,608.00
Department	8313 - Morro Creek Trail/Bridge							
4910	Employer Paid Benefits	.00	.00	.00	2,556.85	(2,556.85)	+++	21,535.95

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
4999	Labor Costs Applied	.00	.00	.00	5,487.28	(5,487.28)	+++	53,335.35
5199	Misc. Operating Supplies	.00	.00	.00	1,106.28	(1,106.28)	+++	4,593.41
6105	Consulting Services	.00	.00	.00	34,677.22	(34,677.22)	+++	266,532.85
6161	Licenses & Permits	.00	.00	.00	.00	.00	+++	4,912.25
6514	Travel Expense	.00	.00	.00	.00	.00	+++	269.97
6710	Notices & Publications	.00	.00	.00	.00	.00	+++	555.45
Department 8313 - Morro Creek Trail/Bridge		\$0.00	\$0.00	\$0.00	\$43,827.63	(\$43,827.63)	+++	\$351,735.23
Department 9614 - Pavement Management Plan								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	2,821.14
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	16,342.70
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	26,905.64
6104	Engineering Services	.00	.00	.00	10,447.50	(10,447.50)	+++	21,153.96
6106	Contractual Services	.00	.00	.00	.00	.00	+++	895.02
Department 9614 - Pavement Management Plan		\$0.00	\$0.00	\$0.00	\$10,447.50	(\$10,447.50)	+++	\$68,118.46
Department 9635 - South Bay Blvd. Project								
4910	Employer Paid Benefits	.00	.00	.00	49.61	(49.61)	+++	.00
4999	Labor Costs Applied	.00	.00	.00	287.42	(287.42)	+++	.00
6104	Engineering Services	.00	.00	.00	.00	.00	+++	16,702.50
6105	Consulting Services	.00	.00	.00	9,367.50	(9,367.50)	+++	.00
Department 9635 - South Bay Blvd. Project		\$0.00	\$0.00	\$0.00	\$9,704.53	(\$9,704.53)	+++	\$16,702.50
Department 9909 - Misc. City Bike Paths								
4910	Employer Paid Benefits	.00	.00	.00	860.85	(860.85)	+++	3,188.17
4999	Labor Costs Applied	.00	.00	.00	1,364.69	(1,364.69)	+++	7,602.05
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	187.00
6104	Engineering Services	.00	.00	.00	.00	.00	+++	24,378.61
Department 9909 - Misc. City Bike Paths Totals		\$0.00	\$0.00	\$0.00	\$2,225.54	(\$2,225.54)	+++	\$35,355.83
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$66,205.20	(\$66,205.20)	+++	\$2,659,748.23
Fund 915 - Capital Projects Fund Totals								
REVENUE TOTALS		.00	.00	.00	57,566.48	(57,566.48)	+++	2,815,059.69
EXPENSE TOTALS		.00	.00	.00	66,205.20	(66,205.20)	+++	2,659,748.23
Fund 915 - Capital Projects Fund Totals		\$0.00	\$0.00	\$0.00	(\$8,638.72)	\$8,638.72		\$155,311.46
Fund 921 - Water Capital Impv Fund								
REVENUE								

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	102,751.61
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$102,751.61
Department 8464 - Desal Energy Recovery Sys								
3371	State Grant Public Svc	.00	.00	.00	5,759.70	(5,759.70)	+++	429,108.34
Department 8464 - Desal Energy Recovery Sys		\$0.00	\$0.00	\$0.00	\$5,759.70	(\$5,759.70)	+++	\$429,108.34
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$5,759.70	(\$5,759.70)	+++	\$531,859.95
EXPENSE								
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	531,860.56
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$531,860.56
Department 8437 - Nutmeg Tank								
4910	Employer Paid Benefits	.00	.00	.00	192.59	(192.59)	+++	2,113.33
4999	Labor Costs Applied	.00	.00	.00	395.63	(395.63)	+++	4,767.82
6105	Consulting Services	.00	.00	.00	3,372.50	(3,372.50)	+++	22,652.90
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(29,534.05)
Department 8437 - Nutmeg Tank Totals		\$0.00	\$0.00	\$0.00	\$3,960.72	(\$3,960.72)	+++	\$0.00
Department 8464 - Desal Energy Recovery Sys								
4110	Regular Pay	.00	.00	.00	.00	.00	+++	146.98
4910	Employer Paid Benefits	.00	.00	.00	57.73	(57.73)	+++	2,966.76
4999	Labor Costs Applied	.00	.00	.00	103.14	(103.14)	+++	6,934.00
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	94.66
6105	Consulting Services	.00	.00	.00	.00	.00	+++	28,883.00
6106	Contractual Services	.00	.00	.00	.00	.00	+++	459,213.89
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(498,239.90)
Department 8464 - Desal Energy Recovery Sys		\$0.00	\$0.00	\$0.00	\$160.87	(\$160.87)	+++	(\$0.61)
Department 9704 - Chorro Creek Stream Gauge								
6105	Consulting Services	.00	.00	.00	1,503.16	(1,503.16)	+++	2,543.90
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(2,543.90)
Department 9704 - Chorro Creek Stream Gauge		\$0.00	\$0.00	\$0.00	\$1,503.16	(\$1,503.16)	+++	\$0.00
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$5,624.75	(\$5,624.75)	+++	\$531,859.95
Fund 921 - Water Capital Impv Fund Totals								
REVENUE TOTALS		.00	.00	.00	5,759.70	(5,759.70)	+++	531,859.95

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
	EXPENSE TOTALS	.00	.00	.00	5,624.75	(5,624.75)	+++	531,859.95
Fund 921 - Water Capital Impv Fund	Totals	\$0.00	\$0.00	\$0.00	\$134.95	(\$134.95)		\$0.00
Fund 922 - Sewer Capital Impv Fund								
	REVENUE							
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	75,692.41
Department 7710 - Interfund Transactions	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$75,692.41
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$75,692.41
	EXPENSE							
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	75,692.41
Department 7710 - Interfund Transactions	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$75,692.41
Department 8204 - L/S #1 Upgrade								
4910	Employer Paid Benefits	.00	.00	.00	307.67	(307.67)	+++	1,598.89
4999	Labor Costs Applied	.00	.00	.00	1,320.96	(1,320.96)	+++	6,441.22
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	344.91
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(8,385.02)
Department 8204 - L/S #1 Upgrade	Totals	\$0.00	\$0.00	\$0.00	\$1,628.63	(\$1,628.63)	+++	\$0.00
Department 8460 - Manhole Cover								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	903.55
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	4,888.66
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	50.18
6106	Contractual Services	.00	.00	.00	.00	.00	+++	61,465.00
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(67,307.39)
Department 8460 - Manhole Cover	Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$1,628.63	(\$1,628.63)	+++	\$75,692.41
Fund 922 - Sewer Capital Impv Fund	Totals							
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++	75,692.41
	EXPENSE TOTALS	.00	.00	.00	1,628.63	(1,628.63)	+++	75,692.41
Fund 922 - Sewer Capital Impv Fund	Totals	\$0.00	\$0.00	\$0.00	(\$1,628.63)	\$1,628.63		\$0.00
Fund 923 - Harbor Capital Impv Fund								
	REVENUE							
Department 7710 - Interfund Transactions								

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	430,480.50
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$430,480.50
	Department 8005 - Slip Repairs							
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	3,433.00
	Department 8005 - Slip Repairs Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$3,433.00
	Department 8006 - Anchor Park Pier							
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	13,153.28
	Department 8006 - Anchor Park Pier Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$13,153.28
	Department 8413 - Infrastructure Repairs &							
3403	Sale of Plans/Specs	.00	.00	.00	.00	.00	+++	700.00
	Department 8413 - Infrastructure Repairs &	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$700.00
	Department 8470 - Derelict Vessels							
3371	State Grant Public Svc	.00	.00	.00	.00	.00	+++	6,899.22
	Department 8470 - Derelict Vessels Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$6,899.22
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$454,666.00
	EXPENSE							
	Department 8002 - TOT Audits							
6103	Financial Audits	.00	.00	.00	.00	.00	+++	26,945.00
	Department 8002 - TOT Audits Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$26,945.00
	Department 8005 - Slip Repairs							
6106	Contractual Services	.00	.00	.00	3,400.00	(3,400.00)	+++	5,549.00
	Department 8005 - Slip Repairs Totals	\$0.00	\$0.00	\$0.00	\$3,400.00	(\$3,400.00)	+++	\$5,549.00
	Department 8006 - Anchor Park Pier							
6602	Outside Structural Repair	.00	.00	.00	.00	.00	+++	16,800.00
	Department 8006 - Anchor Park Pier Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$16,800.00
	Department 8025 - Oil Collection Center							
6106	Contractual Services	.00	.00	.00	27.22	(27.22)	+++	473.22
	Department 8025 - Oil Collection Center Totals	\$0.00	\$0.00	\$0.00	\$27.22	(\$27.22)	+++	\$473.22
	Department 8106 - Harbor Storage Yard							
6602	Outside Structural Repair	.00	.00	.00	8,460.00	(8,460.00)	+++	682.50
	Department 8106 - Harbor Storage Yard Totals	\$0.00	\$0.00	\$0.00	\$8,460.00	(\$8,460.00)	+++	\$682.50
	Department 8138 - Boatyard & Haulout Facility							
6105	Consulting Services	.00	.00	.00	.00	.00	+++	2,345.00
	Department 8138 - Boatyard & Haulout Facility	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,345.00

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department 8413 - Infrastructure Repairs &								
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	23.33
6106	Contractual Services	.00	.00	.00	319,105.27	(319,105.27)	+++	392,136.48
6710	Notices & Publications	.00	.00	.00	.00	.00	+++	2,169.63
Department 8413 - Infrastructure Repairs &		\$0.00	\$0.00	\$0.00	\$319,105.27	(\$319,105.27)	+++	\$394,329.44
Department 8470 - Derelict Vessels								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	279.85
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	339.99
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	449.00
6106	Contractual Services	.00	.00	.00	.00	.00	+++	6,313.00
6199	Other Professional Svc	.00	.00	.00	.00	.00	+++	160.00
Department 8470 - Derelict Vessels Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$7,541.84
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$330,992.49	(\$330,992.49)	+++	\$454,666.00
Fund 923 - Harbor Capital Impv Fund Totals								
REVENUE TOTALS		.00	.00	.00	.00	.00	+++	454,666.00
EXPENSE TOTALS		.00	.00	.00	330,992.49	(330,992.49)	+++	454,666.00
Fund 923 - Harbor Capital Impv Fund Totals		\$0.00	\$0.00	\$0.00	(\$330,992.49)	\$330,992.49		\$0.00
Fund 924 - State Park Marina								
REVENUE								
Department 8107 - St Park Marina Dredging								
3440	Harbor Leases	65,000.00	.00	65,000.00	17,347.14	47,652.86	27	73,143.47
Department 8107 - St Park Marina Dredging		\$65,000.00	\$0.00	\$65,000.00	\$17,347.14	\$47,652.86	27%	\$73,143.47
REVENUE TOTALS		\$65,000.00	\$0.00	\$65,000.00	\$17,347.14	\$47,652.86	27%	\$73,143.47
EXPENSE								
Department 6510 - Harbor Department								
6106	Contractual Services	.00	.00	.00	.00	.00	+++	448.45
Department 6510 - Harbor Department Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$448.45
Department 8107 - St Park Marina Dredging								
6106	Contractual Services	65,000.00	.00	65,000.00	.00	65,000.00	0	14,634.23
Department 8107 - St Park Marina Dredging		\$65,000.00	\$0.00	\$65,000.00	\$0.00	\$65,000.00	0%	\$14,634.23
EXPENSE TOTALS		\$65,000.00	\$0.00	\$65,000.00	\$0.00	\$65,000.00	0%	\$15,082.68

Fund **924 - State Park Marina Totals**

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
	REVENUE TOTALS	65,000.00	.00	65,000.00	17,347.14	47,652.86	27	73,143.47
	EXPENSE TOTALS	65,000.00	.00	65,000.00	.00	65,000.00	0	15,082.68
	Fund 924 - State Park Marina Totals	\$0.00	\$0.00	\$0.00	\$17,347.14	(\$17,347.14)		\$58,060.79
Fund 930 - WWTP Capital Impv Fund								
	REVENUE							
	Department 7710 - Interfund Transactions							
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	526,971.47
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$526,971.47
	Department 8112 - WWTP MMRP							
3403	Sale of Plans/Specs	.00	.00	.00	400.00	(400.00)	+++	1,000.00
	Department 8112 - WWTP MMRP Totals	\$0.00	\$0.00	\$0.00	\$400.00	(\$400.00)	+++	\$1,000.00
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$400.00	(\$400.00)	+++	\$527,971.47
	EXPENSE							
	Department 7710 - Interfund Transactions							
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++	527,971.47
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$527,971.47
	Department 8011 - Digester #2 Clean/Coat							
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	22,730.75
5504	Machinery/Equip/Supplies	.00	.00	.00	16,429.46	(16,429.46)	+++	81,174.35
6106	Contractual Services	.00	.00	.00	.00	.00	+++	853.14
6601	Outside Equip. Repair/Mat	.00	.00	.00	.00	.00	+++	45,839.21
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(150,597.45)
	Department 8011 - Digester #2 Clean/Coat Totals	\$0.00	\$0.00	\$0.00	\$16,429.46	(\$16,429.46)	+++	\$0.00
	Department 8112 - WWTP MMRP							
4910	Employer Paid Benefits	.00	.00	.00	2,130.09	(2,130.09)	+++	5,362.42
4999	Labor Costs Applied	.00	.00	.00	7,296.62	(7,296.62)	+++	19,648.43
5199	Misc. Operating Supplies	.00	.00	.00	311.00	(311.00)	+++	2,271.53
6105	Consulting Services	.00	.00	.00	(15,047.21)	15,047.21	+++	137,626.95
6106	Contractual Services	.00	.00	.00	.00	.00	+++	102,714.25
6710	Notices & Publications	.00	.00	.00	.00	.00	+++	917.95
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(268,541.53)
	Department 8112 - WWTP MMRP Totals	\$0.00	\$0.00	\$0.00	(\$5,309.50)	\$5,309.50	+++	\$0.00
	Department 8214 - Chlorine Bldg Rehab							
5504	Machinery/Equip/Supplies	.00	.00	.00	12,463.97	(12,463.97)	+++	12,367.84

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
6601	Outside Equip. Repair/Mat	.00	.00	.00	.00	.00	+++	16,091.00
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(28,458.84)
Department 8214 - Chlorine Bldg Rehab Totals		\$0.00	\$0.00	\$0.00	\$12,463.97	(\$12,463.97)	+++	\$0.00
Department 9509 - Interstate Pump/Valve								
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	46,635.65
6106	Contractual Services	.00	.00	.00	.00	.00	+++	210.00
8950	Construction In Progress	.00	.00	.00	.00	.00	+++	(46,845.65)
Department 9509 - Interstate Pump/Valve		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$23,583.93	(\$23,583.93)	+++	\$527,971.47
Fund 930 - WWTP Capital Impv Fund Totals								
REVENUE TOTALS		.00	.00	.00	400.00	(400.00)	+++	527,971.47
EXPENSE TOTALS		.00	.00	.00	23,583.93	(23,583.93)	+++	527,971.47
Fund 930 - WWTP Capital Impv Fund Totals		\$0.00	\$0.00	\$0.00	(\$23,183.93)	\$23,183.93		\$0.00
Fund 941 - Affordable Housing In-Lieu Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3432	Housing In-Lieu	.00	.00	.00	871.83	(871.83)	+++	11,471.20
3710	Interest Income	.00	.00	.00	.00	.00	+++	1,062.00
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	25,000.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$871.83	(\$871.83)	+++	\$37,533.20
Department 7710 - Interfund Transactions								
3801	Transfers In	.00	.00	.00	.00	.00	+++	9,410.00
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$9,410.00
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$871.83	(\$871.83)	+++	\$46,943.20
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	31.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$31.00
Department 7710 - Interfund Transactions								
8501	Transfers Out	1,000.00	.00	1,000.00	.00	1,000.00	0	63,000.00
Department 7710 - Interfund Transactions Totals		\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0%	\$63,000.00
EXPENSE TOTALS		\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0%	\$63,031.00

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 941 - Affordable Housing In-Lieu Fund	Totals							
	REVENUE TOTALS	.00	.00	.00	871.83	(871.83)	+++	46,943.20
	EXPENSE TOTALS	1,000.00	.00	1,000.00	.00	1,000.00	0	63,031.00
Fund 941 - Affordable Housing In-Lieu Fund	Totals	(\$1,000.00)	\$0.00	(\$1,000.00)	\$871.83	(\$1,871.83)		(\$16,087.80)
Fund 951 - Water Accumulation Fund								
	REVENUE							
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	5,000.00	.00	5,000.00	.00	5,000.00	0	20,990.00
	Department 1111 - Undistributed/Non-Dept.	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	0%	\$20,990.00
Department 5205 - Public Services Admin								
3455	Water NSF Fees	.00	.00	.00	.00	.00	+++	404.00
	Department 5205 - Public Services Admin Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$404.00
Department 5240 - Water								
3950	Impact Fees	25,000.00	.00	25,000.00	3,606.00	21,394.00	14	28,075.00
	Department 5240 - Water Totals	\$25,000.00	\$0.00	\$25,000.00	\$3,606.00	\$21,394.00	14%	\$28,075.00
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	9.68
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$9.68
	REVENUE TOTALS	\$30,000.00	\$0.00	\$30,000.00	\$3,606.00	\$26,394.00	12%	\$49,478.68
	EXPENSE							
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	575.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$575.00
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	2,255,341.00	.00	2,255,341.00	.00	2,255,341.00	0	1,829,534.84
	Department 7710 - Interfund Transactions Totals	\$2,255,341.00	\$0.00	\$2,255,341.00	\$0.00	\$2,255,341.00	0%	\$1,829,534.84
	EXPENSE TOTALS	\$2,255,341.00	\$0.00	\$2,255,341.00	\$0.00	\$2,255,341.00	0%	\$1,830,109.84
Fund 951 - Water Accumulation Fund	Totals							
	REVENUE TOTALS	30,000.00	.00	30,000.00	3,606.00	26,394.00	12	49,478.68
	EXPENSE TOTALS	2,255,341.00	.00	2,255,341.00	.00	2,255,341.00	0	1,830,109.84
Fund 951 - Water Accumulation Fund	Totals	(\$2,225,341.00)	\$0.00	(\$2,225,341.00)	\$3,606.00	(\$2,228,947.00)		(\$1,780,631.16)
Fund 952 - Sewer Accumulation Fund								
	REVENUE							

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	24,209.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$24,209.00
Department 5251 - Wastewater Collection								
3950	Impact Fees	.00	.00	.00	6,619.50	(6,619.50)	+++	54,256.00
Department 5251 - Wastewater Collection Totals		\$0.00	\$0.00	\$0.00	\$6,619.50	(\$6,619.50)	+++	\$54,256.00
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	.00	.00	.00	.00	.00	+++	362,899.14
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$362,899.14
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$6,619.50	(\$6,619.50)	+++	\$441,364.14
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	701.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$701.00
Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	2,826,853.00	.00	2,826,853.00	.00	2,826,853.00	0	190,692.41
Department 7710 - Interfund Transactions Totals		\$2,826,853.00	\$0.00	\$2,826,853.00	\$0.00	\$2,826,853.00	0%	\$190,692.41
EXPENSE TOTALS		\$2,826,853.00	\$0.00	\$2,826,853.00	\$0.00	\$2,826,853.00	0%	\$191,393.41
Fund 952 - Sewer Accumulation Fund Totals								
REVENUE TOTALS		.00	.00	.00	6,619.50	(6,619.50)	+++	441,364.14
EXPENSE TOTALS		2,826,853.00	.00	2,826,853.00	.00	2,826,853.00	0	191,393.41
Fund 952 - Sewer Accumulation Fund Totals		(\$2,826,853.00)	\$0.00	(\$2,826,853.00)	\$6,619.50	(\$2,833,472.50)		\$249,970.73
Fund 953 - Harbor Accumulation Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	.00	.00	+++	7,334.00
Department 1111 - Undistributed/Non-Dept.		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$7,334.00
Department 7710 - Interfund Transactions								
3802	Intrafund Revenue Trans.	2,677.00	.00	2,677.00	.00	2,677.00	0	116,949.97
Department 7710 - Interfund Transactions Totals		\$2,677.00	\$0.00	\$2,677.00	\$0.00	\$2,677.00	0%	\$116,949.97
REVENUE TOTALS		\$2,677.00	\$0.00	\$2,677.00	\$0.00	\$2,677.00	0%	\$124,283.97
EXPENSE								
Department 1111 - Undistributed/Non-Dept.								

Budget Performance Report

Fiscal Year to Date 09/30/14

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
8710	Loss on Investment	.00	.00	.00	.00	.00	+++	207.00
	Department 1111 - Undistributed/Non-Dept.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$207.00
	Department 7710 - Interfund Transactions							
8410	Intrafund Expense Trans.	899,327.00	.00	899,327.00	.00	899,327.00	0	460,480.50
	Department 7710 - Interfund Transactions Totals	\$899,327.00	\$0.00	\$899,327.00	\$0.00	\$899,327.00	0%	\$460,480.50
	EXPENSE TOTALS	\$899,327.00	\$0.00	\$899,327.00	\$0.00	\$899,327.00	0%	\$460,687.50
	Fund 953 - Harbor Accumulation Fund Totals							
	REVENUE TOTALS	2,677.00	.00	2,677.00	.00	2,677.00	0	124,283.97
	EXPENSE TOTALS	899,327.00	.00	899,327.00	.00	899,327.00	0	460,687.50
	Fund 953 - Harbor Accumulation Fund Totals	(\$896,650.00)	\$0.00	(\$896,650.00)	\$0.00	(\$896,650.00)		(\$336,403.53)
	Grand Totals							
	REVENUE TOTALS	29,439,641.00	.00	29,439,641.00	3,724,131.59	25,715,509.41	13	39,477,417.22
	EXPENSE TOTALS	35,495,238.00	.00	35,495,238.00	4,543,531.35	30,951,706.65	13	38,133,059.98
	Grand Totals	(\$6,055,597.00)	\$0.00	(\$6,055,597.00)	(\$819,399.76)	(\$5,236,197.24)		\$1,344,357.24

CITY OF MORRO BAY
QUARTERLY PORTFOLIO PERFORMANCE
9/30/2014

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
LAIF	LOCAL AGENCY INVESTMENT FUND	\$ 624,120	\$ 624,120	0.228%	DAILY	DAILY	1
MONEY MARKET ACCOUNT:							
MM	RABOBANK - MONEY MARKET	4,099,797	4,099,797	0.228%	DAILY	DAILY	1
SWEEP	RABOBANK - SWEEP	3,029,707	3,029,707	0.010%	DAILY	DAILY	1
MM	UNION BANK	2,003,612	2,003,612	0.050%	DAILY	DAILY	1
MM	FOOTHILL SECURITIES	15,363	15,363	0.010%	DAILY	DAILY	1
AGENCY INVESTMENTS HELD BY SUTTER SECURITIES:							
3130A1LF3	FEDERAL HOME LOAN BANK	525,004	525,787	2.100%	4/30/2014	4/30/2019	1,673
3133ECGC2	FEDERAL FARM CREDIT BANK	500,004	497,095	1.080%	2/26/2013	2/26/2018	1,245
3136G1KD0	FEDERAL NATIONAL MORTGAGE ASSN	493,254	491,745	1.000%	6/13/2013	4/30/2018	1,308
CERTIFICATES OF DEPOSIT:							
71 013310 2	BROADWAY BANK	250,000	250,000	1.450%	1/13/2012	1/13/2015	105
39049713	UNION BANK	249,000	249,000	1.000%	11/14/2012	11/14/2015	410
02005QT94	FOOTHILL SECURITIES - ALLY BANK	250,000	250,000	0.900%	12/5/2012	12/7/2015	433
4656	FIRST CHOICE	250,000	250,000	1.100%	12/15/2012	12/14/2015	440
11413176	OPUS BANK	250,000	250,000	0.900%	12/20/2012	12/20/2015	446
4975900855	STERLING BANK & TRUST	200,000	200,000	1.100%	1/22/2013	1/22/2016	479
38143AXT7	FOOTHILL SECURITIES - GOLDMAN SACHS BANK	250,000	250,000	1.400%	8/1/2012	8/1/2016	671
02587DVF2	FOOTHILL SECURITIES - AMERICAN EXPRESS	250,000	250,000	1.100%	10/24/2013	10/24/2016	755
814602 - 814604	TRIUMPH SAVINGS BANK (3)	250,000	250,000	1.916%	1/11/2012	1/11/2017	834
50007651	UNITED CENTRAL BANK	249,000	249,000	1.920%	1/11/2012	1/11/2017	834
254671VW7	FOOTHILL BANK - DISCOVER BANK	250,000	250,000	2.000%	9/11/2013	9/11/2018	1,442
3090683803	STATE FARM BANK	250,000	250,000	1.980%	10/21/2013	10/21/2018	1,482
05568P5Y9	FOOTHILL SECURITIES - BMW BANK	250,000	250,000	2.100%	10/25/2013	10/25/2018	1,486
36160NYZ6	FOOTHILL SECURITIES - GE CAPITAL RETAIL	250,000	250,000	2.150%	10/25/2013	10/25/2018	1,486
3960279010	PENTAGON FEDERAL CREDIT UNION	250,000	250,000	3.000%	2/6/2014	2/6/2019	1,590
		<u>\$ 14,988,861</u>	<u>\$ 14,985,226</u>				

% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE RATE OF EARNINGS	WEIGHTED AVERAGE MATURITY
65.199%	0.620%	357

QUARTERLY PERFORMANCE COMPARISON - PORTFOLIO VS LAIF

	9/30/2013	12/31/2013	3/13/2014	6/30/2014	9/30/2014
Portfolio - weighted average rate of earnings	0.713%	0.783%	0.882%	0.673%	0.620%
LAIF - quarterly earnings rate	0.257%	0.257%	0.230%	0.228%	0.228%
Portfolio over (under) LAIF	0.418%	0.456%	0.526%	0.445%	0.392%

Portfolio holdings as of the first quarter ended September 30, 2014, are in compliance with the current Investment Policy. With 65.199% of the portfolio held in liquid instruments, the cash needs of the City will be met.

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number 001-3110 6106 Contractural Services							Balance To Date:		\$0.00
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		24.80		24.80
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
0080552	DocuTeam			Document Storage Admin July 2014	08/01/2014	Check	146169	24.80	24.80
							Total	\$24.80	\$24.80
Month August 2014 Totals							\$24.80	\$0.00	\$24.80
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		27.90		52.70
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
0081675	DocuTeam			Admin Storage 08/01-08/31/14	09/01/2014	Check	146400	27.90	27.90
							Total	\$27.90	\$27.90
Month September 2014 Totals							\$27.90	\$0.00	\$52.70
Account Contractural Services Totals							\$52.70	\$0.00	\$52.70
Department City Manager's Office Totals							\$52.70	\$0.00	
G/L Account Number 001-3140 6106 Contractural Services							Balance To Date:		\$0.00
07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		3,928.00		3,928.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
180912	Liebert Cassidy Whitmore			Membership 07/01/14-06/30/15	05/29/2014	Check	145848	3,928.00	3,928.00
							Total	\$3,928.00	\$3,928.00
Month July 2014 Totals							\$3,928.00	\$0.00	\$3,928.00
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		39.29		3,967.29
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
0080556	DocuTeam			Document Storage Personel July 2014	08/01/2014	Check	146169	39.29	39.29
							Total	\$39.29	\$39.29
Month August 2014 Totals							\$39.29	\$0.00	\$3,967.29
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		41.39		4,008.68
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
0081679	DocuTeam			Personnel Storage 08/01-08/31/14	09/01/2014	Check	146400	41.39	41.39
							Total	\$41.39	\$41.39
Month September 2014 Totals							\$41.39	\$0.00	\$4,008.68

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
Account Contractual Services Totals							\$4,008.68	\$0.00	\$4,008.68
Department Human Resources Totals							\$4,008.68	\$0.00	
G/L Account Number	001-3171 6105 Consulting Services					Balance To Date:		\$0.00	
07/24/2014	2015-00000044	JE	AP	A/P Invoice Entry	Accounts Payable		833.00		833.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
07212014	Morro Bay Chamber Of			July 2014 Membership dues	07/21/2014	Check	145995	833.00	833.00
							Total	\$833.00	\$833.00
Month July 2014 Totals							\$833.00	\$0.00	\$833.00
Account Consulting Services Totals							\$833.00	\$0.00	\$833.00
Department Chamber of Comm - Economic Dev Totals							\$833.00	\$0.00	
G/L Account Number	001-3210 6101 Legal Services					Balance To Date:		\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		8,466.32		8,466.32
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
08142014	Aleshire & Wynder, LLP			Billing Services 07/01-07/31/14	08/14/2014	Check	146127	21,165.80	8,466.32
							Total	\$21,165.80	\$8,466.32
Month August 2014 Totals							\$8,466.32	\$0.00	\$8,466.32
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		12,338.10		20,804.42
P0092.PARK - Outside Counsel, Park v CMB/Reddell									
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
196982	Richards, Watson, & Gershon			Save the Park v. City/Reddell 6/30/14	07/23/2014	Check	146333	11,486.50	11,486.50
197483	Richards, Watson, & Gershon			Save the Park v. City/Reddell 07/31/14	08/20/2014	Check	146333	851.60	851.60
							Total	\$12,338.10	\$12,338.10
Month September 2014 Totals							\$12,338.10	\$0.00	\$20,804.42
Account Legal Services Totals							\$20,804.42	\$0.00	\$20,804.42
G/L Account Number	001-3210 6106 Contractual Services					Balance To Date:		\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		250.14		250.14
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
830067929	THOMSON WEST			westlaw subscription July 2014	08/01/2014	Check	146240	205.50	205.50
0080553	DocuTeam			Document Storage Attorney July 2014	08/01/2014	Check	146169	44.64	44.64
							Total	\$250.14	\$250.14
Month August 2014 Totals							\$250.14	\$0.00	\$250.14

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		317.55		567.69
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
830253426	THOMSON WEST			West Information charges Augsut 2014	09/01/2014	Check	146467	205.50	205.50
0081676	DocuTeam			Attorney storage 08/01-08/31/14	09/01/2014	Check	146400	112.05	112.05
							Total	\$317.55	\$317.55

Month	September 2014	Totals	\$317.55	\$0.00	\$567.69
Account	Contractual Services	Totals	\$567.69	\$0.00	\$567.69
Department	City Attorney	Totals	\$21,372.11	\$0.00	

G/L Account Number **001-3510 6106 Contractual Services** Balance To Date: \$0.00

07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		226.77		226.77
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
15531416	Great America Leasing			Postage Meter Lease July 14	07/01/2014	Check	145844	226.77	226.77
							Total	\$226.77	\$226.77

Month	July 2014	Totals	\$226.77	\$0.00	\$226.77
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08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		486.45		713.22
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
0080554	DocuTeam			Document Storage Finance July 2014	08/01/2014	Check	146169	259.68	259.68
15667699	Great America Leasing			Postage Meter Lease for Aug 2014	08/01/2014	Check	146183	226.77	226.77
							Total	\$486.45	\$486.45

Month	August 2014	Totals	\$486.45	\$0.00	\$713.22
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09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		1,515.46		2,228.68
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
0022769-IN	HDL SOFTWARE LLC			Sales Tax 3rd Quarter	09/12/2014	Check	146417	1,000.72	1,000.72
0081677	DocuTeam			Finance Storage 08/01-08/31/14	09/01/2014	Check	146400	287.97	287.97
15790255	Great America Leasing			Postage Meter Lease Sept 2014	09/01/2014	Check	146413	226.77	226.77
							Total	\$1,515.46	\$1,515.46

Month	September 2014	Totals	\$1,515.46	\$0.00	\$2,228.68
Account	Contractual Services	Totals	\$2,228.68	\$0.00	\$2,228.68
Department	Accounting & Treasury	Totals	\$2,228.68	\$0.00	

G/L Account Number **001-4110 6106 Contractual Services** Balance To Date: \$0.00

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
07/24/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		199.49		199.49
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
Police Aug 14	Charter Communications			Police Internet Service 7/16-8/15/14	07/07/2014	Check	145962	199.49	199.49
							Total	\$199.49	\$199.49

Month	July 2014	Totals	\$199.49	\$0.00	\$199.49
Account	Contractual Services	Totals	\$199.49	\$0.00	\$199.49
Department	Police Department	Totals	\$199.49	\$0.00	

G/L Account Number **001-4210 6104 Engineering Services** Balance To Date: \$0.00

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		357.82		357.82
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
Olson07/14	Rabobank Visa Card			Visa Card	08/01/2014	EFT	1104	333.57	357.82
							Total	\$333.57	\$357.82

Month	August 2014	Totals	\$357.82	\$0.00	\$357.82
Account	Engineering Services	Totals	\$357.82	\$0.00	\$357.82

G/L Account Number **001-4210 6106 Contractual Services** Balance To Date: \$0.00

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		2,302.50		2,302.50
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
16937	TargetSolutions			Membership renewal 07/25/14-07/24/15	07/25/2014	Check	145867	3,450.00	2,302.50
							Total	\$3,450.00	\$2,302.50

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
07/24/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		839.00		3,141.50
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
16622	Alpha Fire & Security Alarm Corp			Monitoring Fire Alarm System-Aug-Oct	07/01/2014	Check	145942	90.00	90.00
7102319	Coast Electronics			Modify Radio in #5391, #5392	07/15/2014	Check	145963	745.00	745.00
20	VILLAGE CENTER DRY			Sew shirt patch for M Talmadge	07/13/2014	Check	146020	4.00	4.00
							Total	\$839.00	\$839.00

Month	July 2014	Totals	\$3,141.50	\$0.00	\$3,141.50
Account	Contractual Services	Totals	\$3,141.50	\$0.00	\$3,141.50
Department	Fire Department	Totals	\$3,499.32	\$0.00	

G/L Account Number **001-5205 6105 Consulting Services** Balance To Date: \$0.00

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		1,056.17		1,056.17

P0268.5205 - Housing Element Update, Housing Element Update

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
40854	PMC			Morro Bay housing element update 6/28-	08/09/2014	Check	146219	1,056.17	1,056.17
							Total	\$1,056.17	\$1,056.17
Month August 2014 Totals							\$1,056.17	\$0.00	\$1,056.17
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		718.75		1,774.92
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
40793	PMC			Nutmeg Water Tank	08/05/2014	Check	146328	1,121.25	718.75
							Total	\$1,121.25	\$718.75
Month September 2014 Totals							\$718.75	\$0.00	\$1,774.92
Account Consulting Services Totals							\$1,774.92	\$0.00	\$1,774.92
							Balance To Date:		\$0.00
G/L Account Number	001-5205 6106 Contractural Services								\$0.00
07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		5.50		5.50
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
PS0714	Charter Communications			Charter phone 06/29-07/28/14	06/19/2014	Check	145832	5.50	5.50
							Total	\$5.50	\$5.50
07/24/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		717.33		722.83
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
PS WATER	CULLIGAN			WATER SERVICES FR 7/1-7/31/14	06/30/2014	Check	145967	28.00	28.00
92763422	Ricoh USA, Inc			Services from 06/29/14-07/28/14	07/04/2014	Check	146004	600.87	600.87
16617	Alpha Fire & Security Alarm Corp			Monitoring: Aug - Oct 2014	07/01/2014	Check	145942	75.00	75.00
PS 0714	Charter Communications			CHARTER TV SERVICES FROM 7/3-8/2/14	06/23/2014	Check	145962	13.46	13.46
							Total	\$717.33	\$717.33
Month July 2014 Totals							\$722.83	\$0.00	\$722.83
08/07/2014	2015-00000074	JE	AP	A/P Invoice Entry	Accounts Payable		18.96		741.79
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
PSERVICE 7/23/14	Charter Communications			Service from 8/3/14-9/2/14	07/23/2014	Check	146061	13.46	13.46
P. Service 0814	Charter Communications			Service from 7/29/14-8/28/14	07/19/2014	Check	146061	5.50	5.50
							Total	\$18.96	\$18.96
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		3,537.20		4,278.99
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
0080558	DocuTeam			Storage 7/1-7/31/2014	08/01/2014	Check	146169	315.34	315.34

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
PS-Aug.	CULLIGAN			PS water service 8/1-8/31/14	07/31/2014	Check	146165	28.00	28.00
92942482	Ricoh USA, Inc			Rental and extra copies 7/29-8/28/14	08/04/2014	Check	146223	3,193.86	3,193.86
Total								\$3,537.20	\$3,537.20

						Month	August 2014 Totals			
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		1,971.33	\$3,556.16	\$0.00	\$4,278.99
										6,250.32

Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Dist. Amount
0081681	DocuTeam	Storage 8/1-8/31/14	09/01/2014	Check	146400	319.00	319.00
MB-14-07	California Code Check Inc	CASp retainer for July-14	07/31/2014	Check	146375	200.00	200.00
MB14-08	California Code Check Inc	CASp Retainer for Aug.-2014	08/31/2014	Check	146375	200.00	200.00
ons-MB1402	California Code Check Inc	5 hrs. onsite building Inspector	09/11/2014	Check	146375	400.00	400.00
PS Cable Sept.	Charter Communications	Publi Serv. 9/3- 10/02/2014	08/23/2014	Check	146382	13.46	13.46
3330	Alpha Fire & Security Alarm Corp	Reconnect lines to fax	08/27/2014	Check	146361	210.00	210.00
93146527	Ricoh USA, Inc	P.S. Printer rental 8/29-09/28/2014	09/04/2014	Check	146450	600.87	600.87
P.S. Sept.	CULLIGAN	Service 09/01-09/30/14	08/31/2014	Check	146396	28.00	28.00
Total						\$1,971.33	\$1,971.33

				Month	September 2014 Totals			
				Account	Contractual Services Totals	\$1,971.33	\$0.00	\$6,250.32
				Department	Public Services Admin Totals	\$6,250.32	\$0.00	\$6,250.32
				Department	Public Services Admin Totals	\$8,025.24	\$0.00	

G/L Account Number	001-5220 6106 Contractual Services						Balance To Date:	\$0.00
07/24/2014	2015-00000044	JE	AP	A/P Invoice Entry	Accounts Payable		38.40	38.40

Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Dist. Amount
Collections 7/14	CULLIGAN	RO services 07/01-07/31/14	06/30/2014	Check	145967	67.65	38.40
Total						\$67.65	\$38.40

				Month	July 2014 Totals			
				Account	Contractual Services Totals	\$38.40	\$0.00	\$38.40
				Department	Vehicle Maintenance Totals	\$38.40	\$0.00	

G/L Account Number	001-5230 6106 Contractual Services						Balance To Date:	\$0.00
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		4,752.12	4,752.12

Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Dist. Amount
48689	SP Maintenance Services Inc	Street sweeping services 7/8 - 8/7/2014.	08/08/2014	Check	146234	4,752.12	4,752.12
Total						\$4,752.12	\$4,752.12

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
							Month August 2014 Totals	\$4,752.12	\$0.00	\$4,752.12
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		200.00		4,952.12	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
4464	Don Pierce Trucking	Cold mix for pothole.			09/03/2014	Check	146401	200.00	200.00	
							Total	\$200.00	\$200.00	
							Month September 2014 Totals	\$200.00	\$0.00	\$4,952.12
							Account Contractual Services Totals	\$4,952.12	\$0.00	\$4,952.12
							Department Street Maintenance Totals	\$4,952.12	\$0.00	
G/L Account Number	001-5232 6106 Contractual Services						Balance To Date:		\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		3,275.00		3,275.00	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
5275	Greenvale Tree Co	Remove hanging limb on Morro Bay Blvd			07/11/2014	Check	146184	175.00	175.00	
10724	Bunyon Bros. Tree Service	Eucalyptus trimming @ 508 Shasta.			08/06/2014	Check	146145	3,100.00	3,100.00	
							Total	\$3,275.00	\$3,275.00	
							Month August 2014 Totals	\$3,275.00	\$0.00	\$3,275.00
							Account Contractual Services Totals	\$3,275.00	\$0.00	\$3,275.00
							Department Street Trees Totals	\$3,275.00	\$0.00	
G/L Account Number	001-5234 6106 Contractual Services						Balance To Date:		\$0.00	
08/07/2014	2015-00000074	JE	AP	A/P Invoice Entry	Accounts Payable		175.00		175.00	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
1405	Lee Wilson Electric Inc	Traffic signal maintenance - Quintana &			06/30/2014	Check	146079	175.00	175.00	
							Total	\$175.00	\$175.00	
							Month August 2014 Totals	\$175.00	\$0.00	\$175.00
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		175.00		350.00	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
1407	Lee Wilson Electric Inc	Traffic signal maintenance - July 2014			08/24/2014	Check	146431	175.00	175.00	
							Total	\$175.00	\$175.00	
							Month September 2014 Totals	\$175.00	\$0.00	\$350.00
							Account Contractual Services Totals	\$350.00	\$0.00	\$350.00
							Department Street Lighting Totals	\$350.00	\$0.00	
G/L Account Number	001-5235 6106 Contractual Services						Balance To Date:		\$0.00	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
08/07/2014	2015-00000074	JE	AP	A/P Invoice Entry	Accounts Payable		330.00		330.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
482217A	FGL Enviromental			LTB Series 25 Tube	07/17/2014	Check	146067	330.00	330.00
							Total	\$330.00	\$330.00
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		1,467.24		1,797.24
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
5401	Greenvale Tree Co			Remove storm damaged limb behind	08/04/2014	Check	146184	200.00	200.00
1800259767	CA Dept of Corrections and			CMC work crew - July 2014	08/04/2014	Check	146147	1,169.76	1,169.76
1800259768	CA Dept of Corrections and			CMC work crew I/M benefits - July 2014.	08/04/2014	Check	146147	97.48	97.48
							Total	\$1,467.24	\$1,467.24
Month August 2014 Totals							\$1,797.24	\$0.00	\$1,797.24
Account Contractural Services Totals							\$1,797.24	\$0.00	\$1,797.24
Department Storm Drain/Creek Maint. Totals							\$1,797.24	\$0.00	
							Balance To Date:		\$0.00
G/L Account Number	001-6125 6106 Contractural Services								
08/07/2014	2015-00000074	JE	AP	A/P Invoice Entry	Accounts Payable		1,208.70		1,208.70
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
July2014	39+ Dance Club			Dance receipts for July 2014.	07/31/2014	Check	146049	1,208.70	1,208.70
							Total	\$1,208.70	\$1,208.70
Month August 2014 Totals							\$1,208.70	\$0.00	\$1,208.70
Account Contractural Services Totals							\$1,208.70	\$0.00	\$1,208.70
Department Dance 39+ Totals							\$1,208.70	\$0.00	
							Balance To Date:		\$0.00
G/L Account Number	001-6130 6106 Contractural Services								
07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		3,425.25		3,425.25
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
14-16479ABC	AMERICAN STAR TRAILWAYS			Rock to Pier bus transportation.	06/10/2014	Check	145828	1,986.00	1,986.00
9345	HARVEY'S HONEYHUTS			Rock to Pier portable toilets.	04/30/2014	Check	145845	1,439.25	1,439.25
							Total	\$3,425.25	\$3,425.25
07/18/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		3,609.38		7,034.63
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
Rock2PierRun	Eternal Timing			Timing services for Rock 2 Pier Run	07/14/2014	Check	145972	3,609.38	3,609.38
							Total	\$3,609.38	\$3,609.38

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
Month July 2014 Totals							\$7,034.63	\$0.00	\$7,034.63	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		300.35		7,334.98	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
4536244	Morro Bay Garbage			Trash service - Rock 2 Pier Run.	08/01/2014	Check	146206	112.33	112.33	
Cirone07/14	Rabobank Visa Card			Visa card	08/01/2014	EFT	1104	1,994.98	188.02	
Total								\$2,107.31	\$300.35	
Month August 2014 Totals							\$300.35	\$0.00	\$7,334.98	
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		208.16		7,543.14	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
10385	HARVEY'S HONEYHUTS			Toilet Rental - Morro Elementary	08/27/2014	Check	146415	208.16	208.16	
Total								\$208.16	\$208.16	
Month September 2014 Totals							\$208.16	\$0.00	\$7,543.14	
Account Contractural Services Totals							\$7,543.14	\$0.00	\$7,543.14	
Department Rec & Parks Sports Totals							\$7,543.14	\$0.00		
G/L Account Number 001-6140 6106 Contractural Services									Balance To Date:	\$0.00
07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		3,835.00		3,835.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
14-16424	AMERICAN STAR TRAILWAYS			Downtown SLO trip on 7/11/14	06/23/2014	Check	145828	725.00	725.00	
14-16425	AMERICAN STAR TRAILWAYS			Avila Valley Barn trip on 7/18/14	06/23/2014	Check	145828	750.00	750.00	
14-16426	AMERICAN STAR TRAILWAYS			Monterey Aquarium & Park trip on 7/25/14	06/23/2014	Check	145828	1,165.00	1,165.00	
14-16427	AMERICAN STAR TRAILWAYS			Gilroy Gardens trip on 8/1/14	06/23/2014	Check	145828	1,195.00	1,195.00	
Total								\$3,835.00	\$3,835.00	
07/18/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		200.00		4,035.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
MBSP2014	CALIF STATE PARKS DEPT			Permit fee for Kids' Camp trip on 8/8/14.	07/01/2014	Check	145955	200.00	200.00	
Total								\$200.00	\$200.00	
Month July 2014 Totals							\$4,035.00	\$0.00	\$4,035.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		1,397.40		5,432.40	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
Gallardo,A 07/14	Rabobank Visa Card			Visa Card	08/01/2014	EFT	1104	2,069.90	1,397.40	
Total								\$2,069.90	\$1,397.40	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
							Month August 2014 Totals	\$1,397.40	\$0.00	\$5,432.40
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		200.00		5,632.40	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
242807	LD Quality Carpet Care	Carpet and rug cleaning - Kids' Club/Camp			08/20/2014	Check	146309	200.00	200.00	
							Total	\$200.00	\$200.00	
							Month September 2014 Totals	\$200.00	\$0.00	\$5,632.40
							Account Contractual Services Totals	\$5,632.40	\$0.00	\$5,632.40
							Department R & P Youth Services Totals	\$5,632.40	\$0.00	
							Balance To Date:			\$0.00
G/L Account Number	001-6150 6106 Contractual Services									
08/07/2014	2015-00000074	JE	AP	A/P Invoice Entry	Accounts Payable		1,290.00		1,290.00	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
1589	Maul Plumbing	Repairs to generator gas supply - MBCC			07/25/2014	Check	146080	1,290.00	1,290.00	
							Total	\$1,290.00	\$1,290.00	
							Month August 2014 Totals	\$1,290.00	\$0.00	\$1,290.00
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		225.00		1,515.00	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
1577	Maul Plumbing	Installed 2" PRV valve at Rock restrooms.			08/15/2014	Check	146310	225.00	225.00	
							Total	\$225.00	\$225.00	
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		475.00		1,990.00	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
1212	Heacock Elevator Co	Monthly elevator maintenance Aug. 2014 -			08/26/2014	Check	146418	65.00	65.00	
1679	Bay-View Carpet Cleaning	Chair cleaning - City Hall			09/01/2014	Check	146370	410.00	410.00	
							Total	\$475.00	\$475.00	
							Month September 2014 Totals	\$700.00	\$0.00	\$1,990.00
							Account Contractual Services Totals	\$1,990.00	\$0.00	\$1,990.00
							Department R & P City Facilities Totals	\$1,990.00	\$0.00	
							Balance To Date:			\$0.00
G/L Account Number	001-6160 6106 Contractual Services									
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		100.00		100.00	
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
23506	K D Janni Landscaping Inc	Landscape maintenance - Lila Keiser.			07/31/2014	Check	146195	100.00	100.00	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
							Total	\$100.00	\$100.00	
							Month August 2014 Totals	\$100.00	\$0.00	\$100.00
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		150.00		250.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
338549	NORTH COUNTY BACKFLOW			Repair backflow devices - Anchor &	08/25/2014	Check	146322	150.00	150.00	
							Total	\$150.00	\$150.00	
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		100.00		350.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
24741	K D Janni Landscaping Inc			Landscape maintenance Aug 2014 - Lila	08/29/2014	Check	146427	100.00	100.00	
							Total	\$100.00	\$100.00	
							Month September 2014 Totals	\$250.00	\$0.00	\$350.00
							Account Contractual Services Totals	\$350.00	\$0.00	\$350.00
							Department R & P Parks Division Totals	\$350.00	\$0.00	
							Fund General Fund Totals	\$67,356.22	\$0.00	
G/L Account Number	003-5230 6106 Contractual Services						Balance To Date:		\$0.00	
07/24/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		3,454.00		3,454.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
Williams 140702	Williams Concrete & Gen Eng			Sidewalk repairs at Harbor & Piney.	07/02/2014	Check	146021	3,454.00	3,454.00	
							Total	\$3,454.00	\$3,454.00	
							Month July 2014 Totals	\$3,454.00	\$0.00	\$3,454.00
							Account Contractual Services Totals	\$3,454.00	\$0.00	\$3,454.00
							Department Street Maintenance Totals	\$3,454.00	\$0.00	
							Fund Sales & Use Tax Measure Q Totals	\$3,454.00	\$0.00	
G/L Account Number	052-6150 6106 Contractual Services						Balance To Date:		\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		800.00		800.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
07302014	Central Coast Powder Coating			Sand blast metal gates - Centennial	07/30/2014	Check	146150	800.00	800.00	
							Total	\$800.00	\$800.00	
							Month August 2014 Totals	\$800.00	\$0.00	\$800.00
							Account Contractual Services Totals	\$800.00	\$0.00	\$800.00
							Department R & P City Facilities Totals	\$800.00	\$0.00	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
							Fund G/F Facility Maint. Fund Totals	\$800.00	\$0.00	
G/L Account Number	200-3630 6106 Contractural Services						Balance To Date:		\$0.00	
07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		22,459.17		22,459.17	
G0066.FY13 - City Pedestrian Accessility Project, FY 12/13 Sidewalk										
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
3-Final	Williams Concrete & Gen Eng			ADA Accessiblitiy improvements	07/02/2014	Check	145871	15,535.08	15,535.08	
Retention Paymen	Williams Concrete & Gen Eng			ADA Accessiblitiy improvements & Sidewalks	07/03/2014	Check	145871	6,924.09	6,924.09	
							Total	\$22,459.17	\$22,459.17	
							Month July 2014 Totals	\$22,459.17	\$0.00	\$22,459.17
							Account Contractural Services Totals	\$22,459.17	\$0.00	\$22,459.17
							Department County CDBG Totals	\$22,459.17	\$0.00	
							Fund Comm. Development Grants Totals	\$22,459.17	\$0.00	
G/L Account Number	301-5261 6106 Contractural Services						Balance To Date:		\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		272.00		272.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
71233	Tolosa Press			Transit AD	07/17/2014	Check	146241	136.00	136.00	
71267	Tolosa Press			Transit AD	07/24/2014	Check	146241	136.00	136.00	
							Total	\$272.00	\$272.00	
							Month August 2014 Totals	\$272.00	\$0.00	\$272.00
							Account Contractural Services Totals	\$272.00	\$0.00	\$272.00
							Department MB Transit Totals	\$272.00	\$0.00	
							Fund Transit Fund Totals	\$272.00	\$0.00	
G/L Account Number	311-5240 6101 Legal Services						Balance To Date:		\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		4,233.16		4,233.16	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
08142014	Aleshire & Wynder, LLP			Billing Services 07/01-07/31/14	08/14/2014	Check	146127	21,165.80	4,233.16	
							Total	\$21,165.80	\$4,233.16	
							Month August 2014 Totals	\$4,233.16	\$0.00	\$4,233.16
							Account Legal Services Totals	\$4,233.16	\$0.00	\$4,233.16
G/L Account Number	311-5240 6105 Consulting Services						Balance To Date:		\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		160.08		160.08	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance																																																		
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:40%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>14070249</td> <td>Underground Service Alert</td> <td colspan="3">Annuaul Membership Acc#121944</td> <td>07/20/2014</td> <td>Check</td> <td>146245</td> <td>160.08</td> <td>160.08</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$160.08</td> <td style="border-top: 1px solid black;">\$160.08</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	14070249	Underground Service Alert	Annuaul Membership Acc#121944			07/20/2014	Check	146245	160.08	160.08								Total	\$160.08	\$160.08																				
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																																																		
14070249	Underground Service Alert	Annuaul Membership Acc#121944			07/20/2014	Check	146245	160.08	160.08																																																		
							Total	\$160.08	\$160.08																																																		
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		675.50		835.58																																																		
P0237.8442 - Nitrate Study, Nitrate Study																																																											
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:40%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>20140726</td> <td>Cleath-Harris Geologists, Inc</td> <td colspan="3">Semi-monthly stream flow monitoring</td> <td>08/07/2014</td> <td>Check</td> <td>146157</td> <td>675.50</td> <td>675.50</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$675.50</td> <td style="border-top: 1px solid black;">\$675.50</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	20140726	Cleath-Harris Geologists, Inc	Semi-monthly stream flow monitoring			08/07/2014	Check	146157	675.50	675.50								Total	\$675.50	\$675.50																				
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																																																		
20140726	Cleath-Harris Geologists, Inc	Semi-monthly stream flow monitoring			08/07/2014	Check	146157	675.50	675.50																																																		
							Total	\$675.50	\$675.50																																																		
							Month August 2014 Totals	\$835.58	\$0.00	\$835.58																																																	
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		3,929.58		4,765.16																																																		
P0237.8442 - Nitrate Study, Nitrate Study																																																											
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:40%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>1085</td> <td>Water Systems Consulting Inc</td> <td colspan="3">Water Rights Lic. Services 7/1/14-7/31/14</td> <td>07/31/2014</td> <td>Check</td> <td>146350</td> <td>3,929.58</td> <td>3,929.58</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$3,929.58</td> <td style="border-top: 1px solid black;">\$3,929.58</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	1085	Water Systems Consulting Inc	Water Rights Lic. Services 7/1/14-7/31/14			07/31/2014	Check	146350	3,929.58	3,929.58								Total	\$3,929.58	\$3,929.58																				
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																																																		
1085	Water Systems Consulting Inc	Water Rights Lic. Services 7/1/14-7/31/14			07/31/2014	Check	146350	3,929.58	3,929.58																																																		
							Total	\$3,929.58	\$3,929.58																																																		
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		553.00		5,318.16																																																		
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:40%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>BWA294B-1001</td> <td>Bartle Wells Associates</td> <td colspan="3">services Handler, Lechowicz through</td> <td>07/28/2014</td> <td>Check</td> <td>146369</td> <td>1,106.00</td> <td>553.00</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$1,106.00</td> <td style="border-top: 1px solid black;">\$553.00</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	BWA294B-1001	Bartle Wells Associates	services Handler, Lechowicz through			07/28/2014	Check	146369	1,106.00	553.00								Total	\$1,106.00	\$553.00																				
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																																																		
BWA294B-1001	Bartle Wells Associates	services Handler, Lechowicz through			07/28/2014	Check	146369	1,106.00	553.00																																																		
							Total	\$1,106.00	\$553.00																																																		
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		616.90		5,935.06																																																		
P0237.8442 - Nitrate Study, Nitrate Study																																																											
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:40%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>20140821</td> <td>Cleath-Harris Geologists, Inc</td> <td colspan="3">Semi-monthly stream flow monitoring</td> <td>09/08/2014</td> <td>Check</td> <td>146386</td> <td>616.90</td> <td>616.90</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$616.90</td> <td style="border-top: 1px solid black;">\$616.90</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	20140821	Cleath-Harris Geologists, Inc	Semi-monthly stream flow monitoring			09/08/2014	Check	146386	616.90	616.90								Total	\$616.90	\$616.90																				
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																																																		
20140821	Cleath-Harris Geologists, Inc	Semi-monthly stream flow monitoring			09/08/2014	Check	146386	616.90	616.90																																																		
							Total	\$616.90	\$616.90																																																		
							Month September 2014 Totals	\$5,099.48	\$0.00	\$5,935.06																																																	
							Account Consulting Services Totals	\$5,935.06	\$0.00	\$5,935.06																																																	
G/L Account Number	311-5240 6106 Contractural Services							Balance To Date:	\$0.00																																																		
07/24/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		1,909.00		1,909.00																																																		
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:40%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>482294A</td> <td>FGL Enviromental</td> <td colspan="3">Organic Analysis EPA 551.1</td> <td>07/15/2014</td> <td>Check</td> <td>145974</td> <td>644.00</td> <td>644.00</td> </tr> <tr> <td>482338A</td> <td>FGL Enviromental</td> <td colspan="3">Bacti Analysis Coliform Quanti Tray</td> <td>07/15/2014</td> <td>Check</td> <td>145974</td> <td>114.00</td> <td>114.00</td> </tr> <tr> <td>482354A</td> <td>FGL Enviromental</td> <td colspan="3">Bacti Analysis Coliform Collert</td> <td>07/15/2014</td> <td>Check</td> <td>145974</td> <td>80.00</td> <td>80.00</td> </tr> <tr> <td>482214A</td> <td>FGL Enviromental</td> <td colspan="3">Coliform Collert P/A</td> <td>07/02/2014</td> <td>Check</td> <td>145974</td> <td>80.00</td> <td>80.00</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	482294A	FGL Enviromental	Organic Analysis EPA 551.1			07/15/2014	Check	145974	644.00	644.00	482338A	FGL Enviromental	Bacti Analysis Coliform Quanti Tray			07/15/2014	Check	145974	114.00	114.00	482354A	FGL Enviromental	Bacti Analysis Coliform Collert			07/15/2014	Check	145974	80.00	80.00	482214A	FGL Enviromental	Coliform Collert P/A			07/02/2014	Check	145974	80.00	80.00
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																																																		
482294A	FGL Enviromental	Organic Analysis EPA 551.1			07/15/2014	Check	145974	644.00	644.00																																																		
482338A	FGL Enviromental	Bacti Analysis Coliform Quanti Tray			07/15/2014	Check	145974	114.00	114.00																																																		
482354A	FGL Enviromental	Bacti Analysis Coliform Collert			07/15/2014	Check	145974	80.00	80.00																																																		
482214A	FGL Enviromental	Coliform Collert P/A			07/02/2014	Check	145974	80.00	80.00																																																		

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
482215A	FGL Enviromental			Bacti Analysis Coliform Colilert/Inorganic	07/02/2014	Check	145974	56.00	56.00	
482256A	FGL Enviromental			Inorganic Analysis Wet Chemistry-	07/15/2014	Check	145974	162.00	162.00	
482291A	FGL Enviromental			Bacti Analysis Coliform Colilert	07/10/2014	Check	145974	56.00	56.00	
482292A	FGL Enviromental			Bacti Analysis Coliform Colilert	07/10/2014	Check	145974	80.00	80.00	
482293A	FGL Enviromental			Bacti Analysis Coliform Quanti	07/14/2014	Check	145974	637.00	637.00	
							Total	\$1,909.00	\$1,909.00	
07/24/2014	2015-00000044	JE	AP	A/P Invoice Entry	Accounts Payable		2,726.25		4,635.25	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
201407080205	Alexander's Contract Services,			Monthly Reading meters 07/08-07/10/14	07/08/2014	Check	145941	5,452.50	2,726.25	
							Total	\$5,452.50	\$2,726.25	
							Month July 2014 Totals	\$4,635.25	\$0.00	\$4,635.25
08/07/2014	2015-00000074	JE	AP	A/P Invoice Entry	Accounts Payable		328.00		4,963.25	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
482448A	FGL Enviromental			BWRO Weekly Nitrate Blending	07/29/2014	Check	146067	56.00	56.00	
482576A	FGL Enviromental			BWRO Weekly Nitrate Blending	07/29/2014	Check	146067	56.00	56.00	
482353A	FGL Enviromental			BWRO Weekly Nitrate Blending	07/17/2014	Check	146067	56.00	56.00	
482444A	FGL Enviromental			Batch 3 Lab # 1482444	07/18/2014	Check	146067	80.00	80.00	
482575A	FGL Enviromental			Batch 1 lab # 1482575	07/22/2014	Check	146067	80.00	80.00	
							Total	\$328.00	\$328.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		4,742.75		9,706.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
Lic#667636	Williams Concrete & Gen Eng			Curb and Gutter	07/29/2014	Check	146251	997.00	997.00	
1168	Allstar Industrial Supply			Service Safety Cabinets	07/21/2014	Check	146129	35.00	35.00	
201408080205	Alexander's Contract Services,			Monthly reading meters 08/08-08/11/14	08/08/2014	Check	146128	5,471.50	2,735.75	
482665A	FGL Enviromental			BWRO Weekly Nitrate Blending	08/05/2014	Check	146177	56.00	56.00	
482666A	FGL Enviromental			Biweekly Nitrate Blending Batch 2	08/05/2014	Check	146177	80.00	80.00	
482758A	FGL Enviromental			BWRO weekly Nitrate Blending	08/13/2014	Check	146177	56.00	56.00	
482759A	FGL Enviromental			BWRO Weekly Nitrate Blending Batch3	08/14/2014	Check	146177	80.00	80.00	
482760A	FGL Enviromental			Routine Monthly Samples	08/14/2014	Check	146177	589.00	589.00	
482840A	FGL Enviromental			Re-Test from 8-5-14	08/14/2014	Check	146177	114.00	114.00	
							Total	\$7,478.50	\$4,742.75	
							Month August 2014 Totals	\$5,070.75	\$0.00	\$9,706.00
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		413.31		10,119.31	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
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Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Dist. Amount	
9729932219	Verizon Wireless	Water July 8- Aug 07 2014	08/07/2014	Check	146349	450.21	413.31	
						Total	\$450.21	\$413.31

09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		3,197.38		13,316.69
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Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Dist. Amount	
482880A	FGL Enviromental	Batch 1 Bacti Analysis 8/12/14	08/19/2014	Check	146411	80.00	80.00	
4282881A	FGL Enviromental	BWRO Weekly Nitrate Blending	08/19/2014	Check	146411	56.00	56.00	
482944A	FGL Enviromental	Batch 2 Bacti Analysis 8/19/14	08/27/2014	Check	146411	80.00	80.00	
482945A	FGL Enviromental	BWRO Weekly Nitrate Blending	08/27/2014	Check	146411	56.00	56.00	
483011A	FGL Enviromental	Batch #3 Coliform-Colilert-P/A 8/26/14	09/02/2014	Check	146411	80.00	80.00	
483012A	FGL Enviromental	BWRO Weekly Nitrate Blending 8/26/14	09/02/2014	Check	146411	56.00	56.00	
483079A	FGL Enviromental	BWRO Coliform-Colilert 9/2/14	09/11/2014	Check	146411	56.00	56.00	
201409080205	Alexander's Contract Services,	Monthly meter reading 09/08-09/10/14	09/08/2014	Check	146358	5,466.75	2,733.38	
						Total	\$5,930.75	\$3,197.38

Month	September 2014 Totals	\$3,610.69	\$0.00	\$13,316.69
Account	Contractual Services Totals	\$13,316.69	\$0.00	\$13,316.69
Department	Water Totals	\$23,484.91	\$0.00	
Fund	Water Revenue Fund Totals	\$23,484.91	\$0.00	

G/L Account Number	321-5251 6101 Legal Services						Balance To Date:	\$0.00
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable	4,233.16		4,233.16

Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Dist. Amount	
08142014	Aleshire & Wynder, LLP	Billing Services 07/01-07/31/14	08/14/2014	Check	146127	21,165.80	4,233.16	
						Total	\$21,165.80	\$4,233.16

Month	August 2014 Totals	\$4,233.16	\$0.00	\$4,233.16
Account	Legal Services Totals	\$4,233.16	\$0.00	\$4,233.16

G/L Account Number	321-5251 6105 Consulting Services						Balance To Date:	\$0.00
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable	1,010.50		1,010.50

Invoice Number	Vendor	Description	Invoice Date	Payment Type	Payment Number	Amount	Dist. Amount	
12-170	MBS Land Surveys	16200 Preston Lane Easement	08/06/2014	Check	146434	457.50	457.50	
BWA294B-1001	Bartle Wells Associates	services Handler, Lechowicz through	07/28/2014	Check	146369	1,106.00	553.00	
						Total	\$1,563.50	\$1,010.50

Month	September 2014 Totals	\$1,010.50	\$0.00	\$1,010.50
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Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
							Account Consulting Services Totals	\$1,010.50	\$0.00	\$1,010.50
G/L Account Number	321-5251 6106 Contractural Services							Balance To Date:	\$0.00	
07/24/2014	2015-00000044	JE	AP	A/P Invoice Entry	Accounts Payable		2,726.25		2,726.25	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
201407080205	Alexander's Contract Services,			Monthly Reading meters 07/08-07/10/14	07/08/2014	Check	145941	5,452.50	2,726.25	
							Total	\$5,452.50	\$2,726.25	
							Month July 2014 Totals	\$2,726.25	\$0.00	\$2,726.25
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		2,770.75		5,497.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
1167	Allstar Industrial Supply			Service Safety Cabinets	07/21/2014	Check	146129	35.00	35.00	
201408080205	Alexander's Contract Services,			Monthly reading meters 08/08-08/11/14	08/08/2014	Check	146128	5,471.50	2,735.75	
							Total	\$5,506.50	\$2,770.75	
							Month August 2014 Totals	\$2,770.75	\$0.00	\$5,497.00
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		2,736.37		8,233.37	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
201409080205	Alexander's Contract Services,			Monthly meter reading 09/08-09/10/14	09/08/2014	Check	146358	5,466.75	2,733.37	
27046	Mission Uniform Service			Jean Denim - Alex	07/30/2014	Check	146436	3.00	3.00	
							Total	\$5,469.75	\$2,736.37	
							Month September 2014 Totals	\$2,736.37	\$0.00	\$8,233.37
							Account Contractural Services Totals	\$8,233.37	\$0.00	\$8,233.37
							Department Wastewater Collection Totals	\$13,477.03	\$0.00	
							Fund Sewer Revenue Fund Totals	\$13,477.03	\$0.00	
G/L Account Number	331-6510 6101 Legal Services							Balance To Date:	\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		4,233.16		4,233.16	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
08142014	Aleshire & Wynder, LLP			Billing Services 07/01-07/31/14	08/14/2014	Check	146127	21,165.80	4,233.16	
							Total	\$21,165.80	\$4,233.16	
							Month August 2014 Totals	\$4,233.16	\$0.00	\$4,233.16
							Account Legal Services Totals	\$4,233.16	\$0.00	\$4,233.16
G/L Account Number	331-6510 6105 Consulting Services							Balance To Date:	\$0.00	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		3,000.00		3,000.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
1137	REEDER, GILMAN & ASSOC.			Lease Site Appraisal	08/27/2014	Check	146331	3,000.00	3,000.00
							Total	\$3,000.00	\$3,000.00
				Month	September 2014	Totals	\$3,000.00	\$0.00	\$3,000.00
				Account	Consulting Services	Totals	\$3,000.00	\$0.00	\$3,000.00
								Balance To Date:	\$0.00
G/L Account Number	331-6510 6106 Contractural Services								
07/02/2014	2015-00000004	JE	AP	A/P Invoice Entry	Accounts Payable		6,000.00		6,000.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
50% Dep	Luis Pinel			50% deposit for removal of Shillelagh	07/02/2014	Check	145735	6,000.00	6,000.00
							Total	\$6,000.00	\$6,000.00
07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		6,000.00		12,000.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
PO62344	Luis Pinel			Final Pyt Sale/Disposal F/V Shillelagh	07/02/2014	Check	145856	6,000.00	6,000.00
							Total	\$6,000.00	\$6,000.00
07/24/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		867.87		12,867.87
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
14-62	LAND/SEA INTERFACE			Mooring Inspection A1-1-28	07/14/2014	Check	145988	867.87	867.87
							Total	\$867.87	\$867.87
				Month	July 2014	Totals	\$12,867.87	\$0.00	\$12,867.87
				Account	Contractural Services	Totals	\$12,867.87	\$0.00	\$12,867.87
				Department	Harbor Department	Totals	\$20,101.03	\$0.00	
								Balance To Date:	\$0.00
G/L Account Number	331-8479 6106 Contractural Services								
07/10/2014	2015-00000012	JE	AP	A/P Invoice Entry	Accounts Payable		75.00		75.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
199686	Digital Payment Technologies			Jul 2014 EMS Services	07/01/2014	Check	145839	75.00	75.00
							Total	\$75.00	\$75.00
07/24/2014	2015-00000043	JE	AP	A/P Invoice Entry	Accounts Payable		1,175.00		1,250.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
201475	Digital Payment Technologies			Aug 2014 EMS Services	07/01/2014	Check	145970	75.00	75.00
202106	Digital Payment Technologies			Extended Standard Warranty	07/04/2014	Check	145970	1,100.00	1,100.00
							Total	\$1,175.00	\$1,175.00

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
							Month July 2014 Totals	\$1,250.00	\$0.00	\$1,250.00
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		75.00		1,325.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
203220	Digital Payment Technologies			Sep 2014 EMS Services	08/01/2014	Check	146168	75.00	75.00	
							Total	\$75.00	\$75.00	
							Month August 2014 Totals	\$75.00	\$0.00	\$1,325.00
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		75.00		1,400.00	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
204852	Digital Payment Technologies			Oct 2014 EMS Services	09/01/2014	Check	146399	75.00	75.00	
							Total	\$75.00	\$75.00	
							Month September 2014 Totals	\$75.00	\$0.00	\$1,400.00
							Account Contractual Services Totals	\$1,400.00	\$0.00	\$1,400.00
							Department Launch Ramp Parking Totals	\$1,400.00	\$0.00	
							Fund Harbor Operating Fund Totals	\$21,501.03	\$0.00	
G/L Account Number	430-4301 6101 Legal Services						Balance To Date:		\$0.00	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		132.50		132.50	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
1390944	Liebert Cassidy Whitmore			Professional Services Rendered Through	07/31/2014	Check	146199	132.50	132.50	
							Total	\$132.50	\$132.50	
							Month August 2014 Totals	\$132.50	\$0.00	\$132.50
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		15,443.31		15,575.81	
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
188	James Gardiner Associates			Investigation Services July-Sept2014	09/10/2014	Check	146423	5,233.31	5,233.31	
1392078	Liebert Cassidy Whitmore			Professional Services through 08/31/14	08/31/2014	Check	146432	10,210.00	10,210.00	
							Total	\$15,443.31	\$15,443.31	
							Month September 2014 Totals	\$15,443.31	\$0.00	\$15,575.81
							Account Legal Services Totals	\$15,575.81	\$0.00	\$15,575.81
							Department Administrative Services Totals	\$15,575.81	\$0.00	
							Fund Risk Management Totals	\$15,575.81	\$0.00	
G/L Account Number	570-6167 6106 Contractual Services						Balance To Date:		\$0.00	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		7,924.00		7,924.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
23611	K D Janni Landscaping Inc			Landscape maintenance & irrigation repairs	07/31/2014	Check	146195	7,924.00	7,924.00
							Total	\$7,924.00	\$7,924.00
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		6,205.00		14,129.00
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
24846	K D Janni Landscaping Inc			Monthly landscape maintenance Aug 2014 -	08/29/2014	Check	146427	6,205.00	6,205.00
							Total	\$6,205.00	\$6,205.00
Month August 2014 Totals							\$7,924.00	\$0.00	\$7,924.00
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		765.22		765.22
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
WWTP Sept.	Charter Communications			Cable 09/07-10/06/14	08/27/2014	Check	146382	765.22	765.22
							Total	\$765.22	\$765.22
Month September 2014 Totals							\$765.22	\$0.00	\$765.22
Account Contractual Services Totals							\$14,129.00	\$0.00	\$14,129.00
Department Cloisters Park Totals							\$14,129.00	\$0.00	\$14,129.00
Fund Cloisters Park Maint AD Totals							\$14,129.00	\$0.00	\$14,129.00
G/L Account Number	599-5255 6106 Contractural Services							Balance To Date:	\$0.00
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		765.22		765.22
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
WWTP Sept.	Charter Communications			Cable 09/07-10/06/14	08/27/2014	Check	146382	765.22	765.22
							Total	\$765.22	\$765.22
Month September 2014 Totals							\$765.22	\$0.00	\$765.22
Account Contractual Services Totals							\$765.22	\$0.00	\$765.22
Department Wastewater Treatment Totals							\$765.22	\$0.00	\$765.22
G/L Account Number	599-8312 6105 Consulting Services							Balance To Date:	\$0.00
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		2,405.00		2,405.00
P0234.8312 - WWTP Facility, Relocation & Treatment Alternatives									
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
00502.01-1	Larry Walker Associates, Inc.			consulting on Project relocation	07/09/2014	Check	146197	2,405.00	2,405.00
							Total	\$2,405.00	\$2,405.00
Month August 2014 Totals							\$2,405.00	\$0.00	\$2,405.00
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		9,896.25		12,301.25
P0239.GENR - Station 53 Admin, General Construction Costs									

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance																														
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:35%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>00502.01.2</td> <td>Larry Walker Associates, Inc.</td> <td colspan="3">Facility Relocation</td> <td>08/11/2014</td> <td>Check</td> <td>146308</td> <td>9,896.25</td> <td>9,896.25</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$9,896.25</td> <td style="border-top: 1px solid black;">\$9,896.25</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	00502.01.2	Larry Walker Associates, Inc.	Facility Relocation			08/11/2014	Check	146308	9,896.25	9,896.25								Total	\$9,896.25	\$9,896.25
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																														
00502.01.2	Larry Walker Associates, Inc.	Facility Relocation			08/11/2014	Check	146308	9,896.25	9,896.25																														
							Total	\$9,896.25	\$9,896.25																														
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		6,665.90		18,967.15																														
P0234.8312 - WWTP Facility, Relocation & Treatment Alternatives																																							
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:35%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>69</td> <td>JOHN RICKENBACH</td> <td colspan="3">WRF Project per3-3-14 contract mod.</td> <td>08/11/2014</td> <td>Check</td> <td>146305</td> <td>6,665.90</td> <td>6,665.90</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$6,665.90</td> <td style="border-top: 1px solid black;">\$6,665.90</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	69	JOHN RICKENBACH	WRF Project per3-3-14 contract mod.			08/11/2014	Check	146305	6,665.90	6,665.90								Total	\$6,665.90	\$6,665.90
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																														
69	JOHN RICKENBACH	WRF Project per3-3-14 contract mod.			08/11/2014	Check	146305	6,665.90	6,665.90																														
							Total	\$6,665.90	\$6,665.90																														
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		3,032.50		21,999.65																														
P0234.8312 - WWTP Facility, Relocation & Treatment Alternatives																																							
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:35%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>20140822</td> <td>Cleath-Harris Geologists, Inc</td> <td colspan="3">Wastewater benefits analysis Project #231-</td> <td>09/08/2014</td> <td>Check</td> <td>146386</td> <td>3,032.50</td> <td>3,032.50</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$3,032.50</td> <td style="border-top: 1px solid black;">\$3,032.50</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	20140822	Cleath-Harris Geologists, Inc	Wastewater benefits analysis Project #231-			09/08/2014	Check	146386	3,032.50	3,032.50								Total	\$3,032.50	\$3,032.50
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																														
20140822	Cleath-Harris Geologists, Inc	Wastewater benefits analysis Project #231-			09/08/2014	Check	146386	3,032.50	3,032.50																														
							Total	\$3,032.50	\$3,032.50																														
							Month September 2014 Totals	\$19,594.65	\$0.00	\$21,999.65																													
							Account Consulting Services Totals	\$21,999.65	\$0.00	\$21,999.65																													
							Department WWTP Relocation & Trmt Altern Totals	\$21,999.65	\$0.00																														
							Fund MB/CS Waste Water Fund Totals	\$22,764.87	\$0.00																														
								Balance To Date:	\$0.00																														
G/L Account Number	915-8313 6105 Consulting Services																																						
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		19,941.97		19,941.97																														
P0054.FHWA - Morro Creek Trail/Bridge Project, National Scenic Byways																																							
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:35%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>1311040-0614</td> <td>RRM Design Group</td> <td colspan="3">Morro Creek Multi use trail and bridge</td> <td>07/21/2014</td> <td>Check</td> <td>146224</td> <td>19,941.97</td> <td>19,941.97</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$19,941.97</td> <td style="border-top: 1px solid black;">\$19,941.97</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	1311040-0614	RRM Design Group	Morro Creek Multi use trail and bridge			07/21/2014	Check	146224	19,941.97	19,941.97								Total	\$19,941.97	\$19,941.97
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																														
1311040-0614	RRM Design Group	Morro Creek Multi use trail and bridge			07/21/2014	Check	146224	19,941.97	19,941.97																														
							Total	\$19,941.97	\$19,941.97																														
							Month August 2014 Totals	\$19,941.97	\$0.00	\$19,941.97																													
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		14,735.25		34,677.22																														
P0054.FHWA - Morro Creek Trail/Bridge Project, National Scenic Byways																																							
<table border="0" style="width:100%"> <tr> <td style="width:15%"><i>Invoice Number</i></td> <td style="width:15%"><i>Vendor</i></td> <td colspan="3" style="width:35%"><i>Description</i></td> <td style="width:10%"><i>Invoice Date</i></td> <td style="width:10%"><i>Payment Type</i></td> <td style="width:10%"><i>Payment Number</i></td> <td style="width:10%"><i>Amount</i></td> <td style="width:10%"><i>Dist. Amount</i></td> </tr> <tr> <td>1311040-0714</td> <td>RRM Design Group</td> <td colspan="3">Morro Creek Trail & Bridge</td> <td>08/14/2014</td> <td>Check</td> <td>146453</td> <td>14,735.25</td> <td>14,735.25</td> </tr> <tr> <td colspan="7"></td> <td style="text-align:right">Total</td> <td style="border-top: 1px solid black;">\$14,735.25</td> <td style="border-top: 1px solid black;">\$14,735.25</td> </tr> </table>										<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	1311040-0714	RRM Design Group	Morro Creek Trail & Bridge			08/14/2014	Check	146453	14,735.25	14,735.25								Total	\$14,735.25	\$14,735.25
<i>Invoice Number</i>	<i>Vendor</i>	<i>Description</i>			<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>																														
1311040-0714	RRM Design Group	Morro Creek Trail & Bridge			08/14/2014	Check	146453	14,735.25	14,735.25																														
							Total	\$14,735.25	\$14,735.25																														
							Month September 2014 Totals	\$14,735.25	\$0.00	\$34,677.22																													
							Account Consulting Services Totals	\$34,677.22	\$0.00	\$34,677.22																													
							Department Morro Creek Trail/Bridge Totals	\$34,677.22	\$0.00																														

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
G/L Account Number	915-9614 6104 Engineering Services							Balance To Date:	\$0.00	
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		10,447.50		10,447.50	
P0146.FY15 - Pavement Management Plan, Pavement Plan FY14/15										
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
98	Road Scouts Inc			Engineers Estimate MB-2015-S1	09/01/2014	Check	146451	10,447.50	10,447.50	
							Total	\$10,447.50	\$10,447.50	
							Month September 2014 Totals	\$10,447.50	\$0.00	\$10,447.50
							Account Engineering Services Totals	\$10,447.50	\$0.00	\$10,447.50
							Department Pavement Management Plan Totals	\$10,447.50	\$0.00	
G/L Account Number	915-9635 6105 Consulting Services							Balance To Date:	\$0.00	
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		9,367.50		9,367.50	
P0041.9635 - Street Rehabilitation, South Bay Blvd										
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
97	Road Scouts Inc			SB Blvd. Traffic Control MB-2015-S2	09/01/2014	Check	146451	9,367.50	9,367.50	
							Total	\$9,367.50	\$9,367.50	
							Month September 2014 Totals	\$9,367.50	\$0.00	\$9,367.50
							Account Consulting Services Totals	\$9,367.50	\$0.00	\$9,367.50
							Department South Bay Blvd. Project Totals	\$9,367.50	\$0.00	
							Fund Capital Projects Fund Totals	\$54,492.22	\$0.00	
G/L Account Number	921-8437 6105 Consulting Services							Balance To Date:	\$0.00	
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		3,372.50		3,372.50	
P0231.8437 - Nutmeg Tank, Nutmeg Tank										
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
57131	Cannon Associates			Professiona Services through July 31,2014	07/31/2014	Check	146270	2,970.00	2,970.00	
40793	PMC			Nutmeg Water Tank	08/05/2014	Check	146328	1,121.25	402.50	
							Total	\$4,091.25	\$3,372.50	
							Month September 2014 Totals	\$3,372.50	\$0.00	\$3,372.50
							Account Consulting Services Totals	\$3,372.50	\$0.00	\$3,372.50
							Department Nutmeg Tank Totals	\$3,372.50	\$0.00	
G/L Account Number	921-9704 6105 Consulting Services							Balance To Date:	\$0.00	
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		1,503.16		1,503.16	
P0237.9704 - Nitrate Study, Chorro Creek Steam Gauges										

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
1117	Water Systems Consulting Inc			Water rights License- Chorro Valley Permits	08/31/2014	Check	146479	1,503.16	1,503.16
							Total	\$1,503.16	\$1,503.16

Month	September 2014	Totals	\$1,503.16	\$0.00	\$1,503.16
Account	Consulting Services	Totals	\$1,503.16	\$0.00	\$1,503.16
Department	Chorro Creek Stream Gauge	Totals	\$1,503.16	\$0.00	
Fund	Water Capital Impv Fund	Totals	\$4,875.66	\$0.00	

G/L Account Number	923-8005 6106 Contractural Services			Balance To Date:	\$0.00			
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable	3,400.00		3,400.00

P0101.SLAU - Harbor Slip Repairs/Maintenance, South Launch Ramp

<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
34850	Henderson Marine Supply Inc			Storage Dock Project	08/25/2014	Check	146297	3,822.62	3,400.00
							Total	\$3,822.62	\$3,400.00

Month	September 2014	Totals	\$3,400.00	\$0.00	\$3,400.00
Account	Contractural Services	Totals	\$3,400.00	\$0.00	\$3,400.00
Department	Slip Repairs	Totals	\$3,400.00	\$0.00	

G/L Account Number	923-8025 6106 Contractural Services			Balance To Date:	\$0.00			
08/07/2014	2015-00000074	JE	AP	A/P Invoice Entry	Accounts Payable	27.22		27.22

G0040.8025 - Harbor Dept, Oil Collection Center

<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
163744	ASAP Reprographics			Oil Collection Center Plans	07/28/2014	Check	146053	27.22	27.22
							Total	\$27.22	\$27.22

Month	August 2014	Totals	\$27.22	\$0.00	\$27.22
Account	Contractural Services	Totals	\$27.22	\$0.00	\$27.22
Department	Oil Collection Center	Totals	\$27.22	\$0.00	

G/L Account Number	923-8413 6106 Contractural Services			Balance To Date:	\$0.00			
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable	263,025.19		263,025.19

P0015.8413 - North T-Pier, Maintenance Repairs

<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>
PP-04 R1	ASSOCIATED PACIFIC			North T-Pier Repair Project	07/31/2014	Check	146136	253,101.44	253,101.44
250086	Earth Systems Pacific			N T-Pier Repair Project	07/29/2014	Check	146170	6,562.50	6,562.50
250369	Earth Systems Pacific			N T-Pier Repair Project	08/12/2014	Check	146170	3,361.25	3,361.25

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance	
							Total	\$263,025.19	\$263,025.19	
							Month August 2014 Totals	\$263,025.19	\$0.00	\$263,025.19
09/18/2014	2015-00000137	JE	AP	A/P Invoice Entry	Accounts Payable		56,080.08		319,105.27	
P0015.8413 - North T-Pier, Maintenance Repairs										
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
391-02-16	Shoreline Engineering Inc			North T-Pier Eng: August 2014	09/02/2014	Check	146460	150.00	150.00	
250496	Earth Systems Pacific			N T-Pier Repair Project	08/26/2014	Check	146403	2,388.75	2,388.75	
250786	Earth Systems Pacific			N T-Pier Repair Project	09/09/2014	Check	146403	1,604.50	1,604.50	
PP-05 R1	ASSOCIATED PACIFIC			North T-Pier Repair Project	08/31/2014	Check	146363	51,936.83	51,936.83	
							Total	\$56,080.08	\$56,080.08	
							Month September 2014 Totals	\$56,080.08	\$0.00	\$319,105.27
							Account Contractual Services Totals	\$319,105.27	\$0.00	\$319,105.27
							Department Infrastructure Repairs & Maint. Totals	\$319,105.27	\$0.00	
							Fund Harbor Capital Impv Fund Totals	\$322,532.49	\$0.00	
G/L Account Number	930-8112 6105 Consulting Services							Balance To Date:	\$0.00	
08/20/2014	2015-00000097	JE	RA	Revenue Collection Payment	Collections			17,391.66	(17,391.66)	
P0233.MMRP - WWTP Facility (JPA), Major Maint & Repair Plan										
<i>Receipt Number</i>	<i>Receipt Batch</i>			<i>Receipt Description</i>	<i>Received From</i>	<i>Payment Date</i>	<i>Amount</i>	<i>Dist. Amount</i>		
2015-00006404	2015-00000265			Black & Veatch Corp refund for over payment 06/18/14	Black & Veatch Corp	08/20/2014	17,391.66	(17,391.66)		
							Total	\$17,391.66	(\$17,391.66)	
08/21/2014	2015-00000095	JE	AP	A/P Invoice Entry	Accounts Payable		2,246.95		(15,144.71)	
P0233.MMRP - WWTP Facility (JPA), Major Maint & Repair Plan										
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
386	Michael K Nunley & Associates,			Review Of MMRP Project and schedule	07/21/2014	Check	146201	1,125.00	1,125.00	
385	Michael K Nunley & Associates,			Review project MMRP/mileage	07/21/2014	Check	146201	1,121.95	1,121.95	
							Total	\$2,246.95	\$2,246.95	
							Month August 2014 Totals	\$2,246.95	\$17,391.66	(\$15,144.71)
09/04/2014	2015-00000117	JE	AP	A/P Invoice Entry	Accounts Payable		97.50		(15,047.21)	
P0233.MMRP - WWTP Facility (JPA), Major Maint & Repair Plan										
<i>Invoice Number</i>	<i>Vendor</i>			<i>Description</i>	<i>Invoice Date</i>	<i>Payment Type</i>	<i>Payment Number</i>	<i>Amount</i>	<i>Dist. Amount</i>	
412	Michael K Nunley & Associates,			Project Engineer Task #7	08/19/2014	Check	146312	97.50	97.50	
							Total	\$97.50	\$97.50	

Accumulated Transaction Listing

G/L Date Range 07/01/14 - 09/30/14

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
Month September 2014 Totals						\$97.50	\$0.00	(\$15,047.21)
Account Consulting Services Totals						\$2,344.45	\$17,391.66	(\$15,047.21)
Department WWTP MMRP Totals						\$2,344.45	\$17,391.66	
Fund WWTP Capital Impv Fund Totals						\$2,344.45	\$17,391.66	
Grand Totals						\$589,518.86	\$17,391.66	

CITY OF MORRO BAY
 CONTRACT SERVICES BY VENDOR
 THROUGH SEPTEMBER 30, 2014

<u>Invoice #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Date</u>	<u>Check #</u>	<u>Invoice Amount</u>	<u>Total Vendor</u>
July2014	39+ Dance Club	Dance receipts for July 2014.	07/31/2014	146049	1,208.70	1,208.70
08142014	Aleshire & Wynder, LLP	Billing Services 07/01-07/31/14	08/14/2014	146127	21,165.80	21,165.80
201407080205	Alexander's Contract Services, Inc	Monthly Reading meters 07/08-07/10/14	07/08/2014	145941	5,452.50	
201408080205	Alexander's Contract Services, Inc	Monthly reading meters 08/08-08/11/14	08/08/2014	146128	5,471.50	
201409080205	Alexander's Contract Services, Inc	Monthly meter reading 09/08-09/10/14	09/08/2014	146358	5,466.75	16,390.75
1168	Allstar Industrial Supply	Service Safety Cabinets	07/21/2014	146129	70.00	70.00
16617	Alpha Fire & Security Alarm Corp	Monitoring: Aug - Oct 2014	07/01/2014	145942	75.00	
16622	Alpha Fire & Security Alarm Corp	Monitoring Fire Alarm System-Aug-Oct 2014	07/01/2014	145942	90.00	
3330	Alpha Fire & Security Alarm Corp	Reconnect lines to fax	08/27/2014	146361	210.00	375.00
14-16479ABC	AMERICAN STAR TRAILWAYS	Rock to Pier bus transportation.	06/10/2014	145828	1,986.00	
14-16424	AMERICAN STAR TRAILWAYS	Downtown SLO trip on 7/11/14	06/23/2014	145828	725.00	
14-16425	AMERICAN STAR TRAILWAYS	Avila Valley Barn trip on 7/18/14	06/23/2014	145828	750.00	
14-16426	AMERICAN STAR TRAILWAYS	Monterey Aquarium & Park trip on 7/25/14	06/23/2014	145828	1,165.00	
14-16427	AMERICAN STAR TRAILWAYS	Gilroy Gardens trip on 8/1/14	06/23/2014	145828	1,195.00	5,821.00
163744	ASAP Reprographics	Oil Collection Center Plans	07/28/2014	146053	27.22	27.22
PP-04 R1	ASSOCIATED PACIFIC CONSTRUCTOR	North T-Pier Repair Project	07/31/2014	146136	253,101.44	
PP-05 R1	ASSOCIATED PACIFIC CONSTRUCTOR	North T-Pier Repair Project	08/31/2014	146363	51,936.83	305,038.27
BWA294B-1001	Bartle Wells Associates	services Handler, Lechowicz through 6/30/14	07/28/2014	146369	1,106.00	1,106.00
1679	Bay-Vue Carpet Cleaning	Chair cleaning - City Hall	09/01/2014	146370	410.00	410.00
10724	Bunyon Bros. Tree Service	Eucalyptus trimming @ 508 Shasta.	08/06/2014	146145	3,100.00	3,100.00
1800259767	CA Dept of Corrections and Rehabilitat	CMC work crew - July 2014	08/04/2014	146147	1,169.76	
1800259768	CA Dept of Corrections and Rehabilitat	CMC work crew I/M benefits - July 2014.	08/04/2014	146147	97.48	1,267.24
MBSP2014	CALIF STATE PARKS DEPT	Permit fee for Kids' Camp trip on 8/8/14.	07/01/2014	145955	200.00	200.00
MB-14-07	California Code Check Inc	CASp retainer for July-14	07/31/2014	146375	200.00	
MB14-08	California Code Check Inc	CASp Retainer for Aug.-2014	08/31/2014	146375	200.00	
ons-MB1402	California Code Check Inc	5 hrs. onsite building Inspector	09/11/2014	146375	400.00	800.00
57131	Cannon Associates	Professiona Services through July 31,2014	07/31/2014	146270	2,970.00	2,970.00
07302014	Central Coast Powder Coating	Sand blast metal gates - Centennial restroom.	07/30/2014	146150	800.00	800.00

CITY OF MORRO BAY
 CONTRACT SERVICES BY VENDOR
 THROUGH SEPTEMBER 30, 2014

<u>Invoice #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Date</u>	<u>Check #</u>	<u>Invoice Amount</u>	<u>Total Vendor</u>
Police Aug 14	Charter Communications	Police Internet Service 7/16-8/15/14	07/07/2014	145962	199.49	
PS0714	Charter Communications	Charter phone 06/29-07/28/14	06/19/2014	145832	5.50	
PS 0714	Charter Communications	CHARTER TV SERVICES FROM 7/3-8/2/14	06/23/2014	145962	13.46	
PService 7/23/14	Charter Communications	Service from 8/3/14-9/2/14	07/23/2014	146061	13.46	
P. Service 0814	Charter Communications	Service from 7/29/14-8/28/14	07/19/2014	146061	5.50	
PS Cable Sept.	Charter Communications	Publi Serv. 9/3- 10/02/2014	08/23/2014	146382	13.46	
WWTP Sept.	Charter Communications	Cable 09/07-10/06/14	08/27/2014	146382	765.22	1,016.09
20140726	Cleath-Harris Geologists, Inc	Semi-monthly stream flow monitoring	08/07/2014	146157	675.50	
20140821	Cleath-Harris Geologists, Inc	Semi-monthly stream flow monitoring	09/08/2014	146386	616.90	
20140822	Cleath-Harris Geologists, Inc	Wastewater benefits analysis Project #231-1401	09/08/2014	146386	3,032.50	4,324.90
7102319	Coast Electronics	Modify Radio in #5391, #5392	07/15/2014	145963	745.00	745.00
PS WATER	CULLIGAN	WATER SERVICES FR 7/1-7/31/14	06/30/2014	145967	28.00	
PS-Aug.	CULLIGAN	PS water service 8/1-8/31/14	07/31/2014	146165	28.00	
P.S. Sept.	CULLIGAN	Service 09/01-09/30/14	08/31/2014	146396	28.00	
Collections 7/14	CULLIGAN	RO services 07/01-07/31/14	06/30/2014	145967	38.40	122.40
199686	Digital Payment Technologies Corp	Jul 2014 EMS Services	07/01/2014	145839	75.00	
201475	Digital Payment Technologies Corp	Aug 2014 EMS Services	07/01/2014	145970	75.00	
202106	Digital Payment Technologies Corp	Extended Standard Warranty	07/04/2014	145970	1,100.00	
203220	Digital Payment Technologies Corp	Sep 2014 EMS Services	08/01/2014	146168	75.00	
204852	Digital Payment Technologies Corp	Oct 2014 EMS Services	09/01/2014	146399	75.00	1,400.00
0080552	DocuTeam	Document Storage Admin July 2014	08/01/2014	146169	24.80	
0080553	DocuTeam	Document Storage Attorney July 2014	08/01/2014	146169	44.64	
0080554	DocuTeam	Document Storage Finance July 2014	08/01/2014	146169	259.68	
0080556	DocuTeam	Document Storage Personel July 2014	08/01/2014	146169	39.29	
0080558	DocuTeam	Storage 7/1-7/31/2014	08/01/2014	146169	315.34	
0081675	DocuTeam	Admin Storage 08/01-08/31/14	09/01/2014	146400	27.90	
0081676	DocuTeam	Attorney storage 08/01-08/31/14	09/01/2014	146400	112.05	
0081677	DocuTeam	Finance Storage 08/01-08/31/14	09/01/2014	146400	287.97	
0081679	DocuTeam	Personnel Storage 08/01-08/31/14	09/01/2014	146400	41.39	
0081681	DocuTeam	Storage 8/1/-8/31/14	09/01/2014	146400	319.00	1,472.06
4464	Don Pierce Trucking	Cold mix for pothole.	09/03/2014	146401	200.00	200.00
250086	Earth Systems Pacific	N T-Pier Repair Project	07/29/2014	146170	6,562.50	
250369	Earth Systems Pacific	N T-Pier Repair Project	08/12/2014	146170	3,361.25	
250496	Earth Systems Pacific	N T-Pier Repair Project	08/26/2014	146403	2,388.75	
250786	Earth Systems Pacific	N T-Pier Repair Project	09/09/2014	146403	1,604.50	13,917.00

CITY OF MORRO BAY
 CONTRACT SERVICES BY VENDOR
 THROUGH SEPTEMBER 30, 2014

<u>Invoice #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Date</u>	<u>Check #</u>	<u>Invoice Amount</u>	<u>Total Vendor</u>
Rock2PierRun	Eternal Timing	Timing services for Rock 2 Pier Run	07/14/2014	145972	3,609.38	3,609.38
482217A	FGL Enviromental	LTB Series 25 Tube	07/17/2014	146067	330.00	
482294A	FGL Enviromental	Organic Analysis EPA 551.1	07/15/2014	145974	644.00	
482338A	FGL Enviromental	Bacti Analysis Coliform Quanti Tray	07/15/2014	145974	114.00	
482354A	FGL Enviromental	Bacti Analysis Coliform Colilert	07/15/2014	145974	80.00	
482214A	FGL Enviromental	Coliform Colilert P/A	07/02/2014	145974	80.00	
482215A	FGL Enviromental	Bacti Analysis Coliform Colilert/Inorganic Analysis Wet C	07/02/2014	145974	56.00	
482256A	FGL Enviromental	Inorganic Analysis Wet Chemistry-Nitrate/Orgaanic Anal	07/15/2014	145974	162.00	
482291A	FGL Enviromental	Bacti Analysis Coliform Colilert	07/10/2014	145974	56.00	
482292A	FGL Enviromental	Bacti Analysis Coliform Colilert	07/10/2014	145974	80.00	
482293A	FGL Enviromental	Bacti Analysis Coliform Quanti Tray/Inorganic Analysis v	07/14/2014	145974	637.00	
482448A	FGL Enviromental	BWRO Weekly Nitrate Blending	07/29/2014	146067	56.00	
482576A	FGL Enviromental	BWRO Weekly Nitrate Blending	07/29/2014	146067	56.00	
482353A	FGL Enviromental	BWRO Weekly Nitrate Blending	07/17/2014	146067	56.00	
482444A	FGL Enviromental	Batch 3 Lab # 1482444	07/18/2014	146067	80.00	
482575A	FGL Enviromental	Batch 1 lab # 1482575	07/22/2014	146067	80.00	
482665A	FGL Enviromental	BWRO Weekly Nitrate Blending	08/05/2014	146177	56.00	
482666A	FGL Enviromental	Biweekly Nitrate Blending Batch 2	08/05/2014	146177	80.00	
482758A	FGL Enviromental	BWRO weekly Nitrate Blending	08/13/2014	146177	56.00	
482759A	FGL Enviromental	BWRO Weekly Nitrate Blending Batch3	08/14/2014	146177	80.00	
482760A	FGL Enviromental	Routine Monthly Samples	08/14/2014	146177	589.00	
482840A	FGL Enviromental	Re-Test from 8-5-14	08/14/2014	146177	114.00	
482880A	FGL Enviromental	Batch 1 Bacti Analysis 8/12/14	08/19/2014	146411	80.00	
4282881A	FGL Enviromental	BWRO Weekly Nitrate Blending	08/19/2014	146411	56.00	
482944A	FGL Enviromental	Batch 2 Bacti Analysis 8/19/14	08/27/2014	146411	80.00	
482945A	FGL Enviromental	BWRO Weekly Nitrate Blending	08/27/2014	146411	56.00	
483011A	FGL Enviromental	Batch #3 Coliform-Colilert-P/A 8/26/14	09/02/2014	146411	80.00	
483012A	FGL Enviromental	BWRO Weekly Nitrate Blending 8/26/14	09/02/2014	146411	56.00	
483079A	FGL Enviromental	BWRO Coliform-Colilert 9/2/14	09/11/2014	146411	56.00	4,006.00
15531416	Great America Leasing	Postage Meter Lease July 14	07/01/2014	145844	226.77	
15667699	Great America Leasing	Postage Meter Lease for Aug 2014	08/01/2014	146183	226.77	
15790255	Great America Leasing	Postage Meter Lease Sept 2014	09/01/2014	146413	226.77	680.31
5275	Greenvale Tree Co	Remove hanging limb on Morro Bay Blvd	07/11/2014	146184	175.00	
5401	Greenvale Tree Co	Remove storm damaged limb behind Albertsons.	08/04/2014	146184	200.00	375.00
9345	HARVEY'S HONEYHUTS	Rock to Pier portable toilets.	04/30/2014	145845	1,439.25	
10385	HARVEY'S HONEYHUTS	Toilet Rental - Morro Elementary	08/27/2014	146415	208.16	1,647.41
0022769-IN	HDL SOFTWARE LLC	Sales Tax 3rd Quarter	09/12/2014	146417	1,000.72	1,000.72

CITY OF MORRO BAY
 CONTRACT SERVICES BY VENDOR
 THROUGH SEPTEMBER 30, 2014

<u>Invoice #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Date</u>	<u>Check #</u>	<u>Invoice Amount</u>	<u>Total Vendor</u>
1212	Heacock Elevator Co	Monthly elevator maintenance Aug. 2014 - MBCC	08/26/2014	146418	65.00	65.00
34850	Henderson Marine Supply Inc	Storage Dock Project	08/25/2014	146297	3,400.00	3,400.00
188	James Gardiner Associates	Investigation Services July-Sept2014	09/10/2014	146423	5,233.31	5,233.31
69	JOHN RICKENBACH	WRF Project per3-3-14 contract mod.	08/11/2014	146305	6,665.90	6,665.90
23506	K D Janni Landscaping Inc	Landscape maintenance - Lila Keiser.	07/31/2014	146195	100.00	
24741	K D Janni Landscaping Inc	Landscape maintenance Aug 2014 - Lila Keiser	08/29/2014	146427	100.00	
23611	K D Janni Landscaping Inc	Landscape maintenance & irrigation repairs - Cloisters	07/31/2014	146195	7,924.00	
24846	K D Janni Landscaping Inc	Monthly landscape maintenance Aug 2014 - Cloisters	08/29/2014	146427	6,205.00	14,329.00
14-62	LAND/SEA INTERFACE	Mooring Inspection A1-1-28	07/14/2014	145988	867.87	867.87
00502.01-1	Larry Walker Associates, Inc.	consulting on Project relocation	07/09/2014	146197	2,405.00	
00502.01.2	Larry Walker Associates, Inc.	Facility Relocation	08/11/2014	146308	9,896.25	12,301.25
242807	LD Quality Carpet Care	Carpet and rug cleaning - Kids' Club/Camp	08/20/2014	146309	200.00	200.00
1405	Lee Wilson Electric Inc	Traffic signal maintenance - Quintana & Main	06/30/2014	146079	175.00	
1407	Lee Wilson Electric Inc	Traffic signal maintenance - July 2014	08/24/2014	146431	175.00	350.00
180912	Liebert Cassidy Whitmore	Membership 07/01/14-06/30/15	05/29/2014	145848	3,928.00	
1390944	Liebert Cassidy Whitmore	Professional Services Rendered Through 07/31/14	07/31/2014	146199	132.50	
1392078	Liebert Cassidy Whitmore	Professional Services through 08/31/14	08/31/2014	146432	10,210.00	14,270.50
50% Dep PO62344	Luis Pinel Luis Pinel	50% deposit for removal of Shillelagh Final Pyt Sale/Disposal F/V Shillelagh	07/02/2014 07/02/2014	145735 145856	6,000.00 6,000.00	12,000.00
1589	Maul Plumbing	Repairs to generator gas supply - MBCC	07/25/2014	146080	1,290.00	
1577	Maul Plumbing	Installed 2" PRV valve at Rock restrooms.	08/15/2014	146310	225.00	1,515.00
12-170	MBS Land Surveys	16200 Preston Lane Easement	08/06/2014	146434	457.50	457.50
386	Michael K Nunley & Associates, Inc	Review Of MMRP Project and schedule	07/21/2014	146201	1,125.00	
385	Michael K Nunley & Associates, Inc	Review project MMRP/mileage	07/21/2014	146201	1,121.95	
412	Michael K Nunley & Associates, Inc	Project Engineer Task #7	08/19/2014	146312	97.50	2,344.45
27046	Mission Uniform Service	Jean Denim - Alex	07/30/2014	146436	3.00	3.00
07212014	Morro Bay Chamber Of Commerce	July 2014 Membership dues	07/21/2014	145995	833.00	833.00

CITY OF MORRO BAY
 CONTRACT SERVICES BY VENDOR
 THROUGH SEPTEMBER 30, 2014

<u>Invoice #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Date</u>	<u>Check #</u>	<u>Invoice Amount</u>	<u>Total Vendor</u>
4536244	Morro Bay Garbage	Trash service - Rock 2 Pier Run.	08/01/2014	146206	112.33	112.33
338549	NORTH COUNTY BACKFLOW	Repair backflow devices - Anchor & Centennial Parks	08/25/2014	146322	150.00	150.00
40854	PMC	Morro Bay housing element update 6/28-7/25/14	08/09/2014	146219	1,056.17	
40793	PMC	Nutmeg Water Tank	08/05/2014	146328	1,121.25	2,177.42
Olson07/14	Rabobank Visa Card	Visa Card	08/01/2014	1104	357.82	
Cirone07/14	Rabobank Visa Card	Visa card	08/01/2014	1104	188.02	
Gallardo,A 07/14	Rabobank Visa Card	Visa Card	08/01/2014	1104	1,397.40	1,943.24
1137	REEDER, GILMAN & ASSOC.	Lease Site Appraisal	08/27/2014	146331	3,000.00	3,000.00
196982	Richards, Watson, & Gershon	Save the Park v. City/Reddell 6/30/14	07/23/2014	146333	11,486.50	
197483	Richards, Watson, & Gershon	Save the Park v. City/Reddell 07/31/14	08/20/2014	146333	851.60	12,338.10
92763422	Ricoh USA, Inc	Services from 06/29/14-07/28/14	07/04/2014	146004	600.87	
92942482	Ricoh USA, Inc	Rental and extra copies 7/29-8/28/14	08/04/2014	146223	3,193.86	
93146527	Ricoh USA, Inc	P.S. Printer rental 8/29-09/28/2014	09/04/2014	146450	600.87	4,395.60
98	Road Scouts Inc	Engineers Estimate MB-2015-S1	09/01/2014	146451	10,447.50	
97	Road Scouts Inc	SB Blvd. Traffic Control MB-2015-S2	09/01/2014	146451	9,367.50	19,815.00
1311040-0614	RRM Design Group	Morro Creek Multi use trail and bridge	07/21/2014	146224	19,941.97	
1311040-0714	RRM Design Group	Morro Creek Trail & Bridge	08/14/2014	146453	14,735.25	34,677.22
391-02-16	Shoreline Engineering Inc	North T-Pier Eng: August 2014	09/02/2014	146460	150.00	150.00
48689	SP Maintenance Services Inc	Street sweeping services 7/8 - 8/7/2014.	08/08/2014	146234	4,752.12	4,752.12
16937	TargetSolutions	Membership renewal 07/25/14-07/24/15	07/25/2014	145867	2,302.50	2,302.50
830067929	THOMSON WEST	westlaw subscription July 2014	08/01/2014	146240	205.50	
830253426	THOMSON WEST	West Information charges Augsut 2014	09/01/2014	146467	205.50	411.00
71233	Tolosa Press	Transit AD	07/17/2014	146241	136.00	
71267	Tolosa Press	Transit AD	07/24/2014	146241	136.00	272.00
14070249	Underground Service Alert	Annuaul Membership Acc#121944	07/20/2014	146245	160.08	160.08
9729932219	Verizon Wireless	Water July 8- Aug 07 2014	08/07/2014	146349	413.31	413.31

CITY OF MORRO BAY
 CONTRACT SERVICES BY VENDOR
 THROUGH SEPTEMBER 30, 2014

<u>Invoice #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Date</u>	<u>Check #</u>	<u>Invoice Amount</u>	<u>Total Vendor</u>
20	VILLAGE CENTER DRY CLEANERS	Sew shirt patch for M Talmadge	07/13/2014	146020	4.00	4.00
1085	Water Systems Consulting Inc	Water Rights Lic. Services 7/1/14-7/31/14	07/31/2014	146350	3,929.58	
1117	Water Systems Consulting Inc	Water rights License- Chorro Valley Permits	08/31/2014	146479	1,503.16	5,432.74
Williams 140702	Williams Concrete & Gen Eng	Sidewalk repairs at Harbor & Piney.	07/02/2014	146021	3,454.00	
3-Final	Williams Concrete & Gen Eng	ADA Accessiblilty improvements	07/02/2014	145871	15,535.08	
Retention Paymen	Williams Concrete & Gen Eng	ADA Accessiblilty improvements & Sidewalks	07/03/2014	145871	6,924.09	
Lic#667636	Williams Concrete & Gen Eng	Curb and Gutter	07/29/2014	146251	997.00	26,910.17
					<u>589,518.86</u>	<u>589,518.86</u>



AGENDA NO: A-9

MEETING DATE: 10/28/2014

Staff Report

TO: Mayor and City Council

DATE: October 17, 2014

FROM: Susan Slayton, Administrative Services Director/Treasurer

SUBJECT: Resolution No. 72-14 Adopting the Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU) Local 620 and Related Compensation

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 72-14, approving the two-year MOU with the Service Employees International Union (SEIU) Local 620. The term of the MOU is from July 1, 2014 through June 30, 2016.

FISCAL IMPACT

As per City Council's direction, this two-year MOU provides:

1. 1½% salary increase, July 1, 2014 and January 1, 2015 - \$78,994 in salary, \$26,625 in benefits = \$105,619 for the two-year period;
2. Increase in standby pay from \$35 to \$42, for the term of the MOU – approximate cost \$2,427;
3. Incentive for Class A Driver's license and Captain's license - \$50/month, for the term of the MOU; a possible \$10,000;
4. Bilingual (Spanish) for up to 3 employees - \$75/month for speaking, \$75/month for writing upon successful passage of tests – possible \$8,100 for the term of the agreement;
5. \$20,000 increase in life insurance benefit (from \$30,000 to \$50,000) for all City employees – annual cost \$22 per employee, \$352/year, \$704 for the term of the MOU for this group; and
6. Increase of the City contribution to health banks – for SEIU members, \$31,848/year; \$47,772 for the term of the MOU.

Total: \$174,622

SUMMARY:

The previous one-year MOU with SEIU is currently on the City's website (link: "Employee

Prepared By: SS

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

Compensation Information”). The proposed July 1, 2014 – June 30, 2016 two-year MOU, which is attached in a draft red-lined format, includes the following substantive changes:

- Effective the pay periods containing July 1, 2014 and January 1, 2015, all SEIU members will receive a 1½% salary increase for a total of 3%.
- Effective with the passage of the Resolution, standby pay for SEIU members will increase from \$35 to \$42 per hour.
- Effective with the passage of the Resolution, all qualifying SEIU members will receive \$50 per month for the possession and use of a Class A Driver’s license and a Captain’s license (Harbor Patrol).
- Effective with the passage of the Resolution, bilingual pay (Spanish) will be offered to no more than 3 SEIU members at a rate of \$75/month for speaking and \$75/month for writing (tests required).
- Effective January 1, 2015, all City employees’ life insurance benefit will increase from \$30,000 to \$50,000.
- Effective December 1, 2014, all City employees’ health bank will increase by \$58 for Employee + 1 or \$100 for Employee +2+.

The MOU has been accepted by the SEIU membership.

CONCLUSION

Staff is recommending the City Council adopt Resolution No. 72-14, which approves the two-year MOU with the Service Employees International Union (SEIU) Local 620 for the period of July 1, 2014 to June 30, 2016. Additionally, the City Council is asked to direct the City Manager to implement the conditions of the MOU.

RESOLUTION NO. 72-14

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH THE
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620
AND RELATED COMPENSATION**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, representatives of the City of Morro Bay (CITY) and representatives of the Service Employees International Union (SEIU) Local 620 met and discussed the terms and conditions of employment, through the Meet and Confer process; and

WHEREAS, the meetings between the SEIU and the CITY have resulted in a mutual agreement and understanding; and

WHEREAS, the employees represented by the SEIU accept all of the terms and conditions as set forth in the MOU attached and made a part of this Resolution herewith; and

WHEREAS, the CITY now desires to provide said salaries, benefits and conditions to the members of SEIU.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morro Bay does hereby adopt this Resolution adopting an MOU on the compensation and working conditions for the Service Employees International Union (SEIU) Local 620 for the period July 1, 2014 through June 30, 2016, and authorizes the City Manager to execute all necessary documents to implement said changes.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a meeting thereof held this 28th day of October, 2014 by the following vote:

AYES:
NOES:
ABSENT:

JAMIE L. IRONS, Mayor

ATTEST:

JAMIE BOUCHER, City Clerk

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MEMORANDUM OF UNDERSTANDING BETWEEN
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL NO. 620, AFL-CIO
AND THE CITY OF MORRO BAY
JULY 201~~3~~4 - JUNE 201~~4~~6

ARTICLE 1 – PURPOSE

- 1.1 WHEREAS, the City of Morro Bay is a municipal corporation existing under the laws of the State of California as a general law city; and
- 1.2 WHEREAS, the City of Morro Bay is limited, insofar as funds are concerned, because of a fixed tax rate, and in structure because it is a public entity rather than a profit making business; and
- 1.3 WHEREAS, Service Employees International Union Local No. 620 and the City of Morro Bay recognize that the mission and the purpose of the City is to provide for high-quality and economical municipal services and facilities to the residents of the City of Morro Bay.
- 1.4 THEREFORE, this Memorandum of Understanding is entered into as of July 1, 201~~3~~4, between the City of Morro Bay, ~~referred to as~~hereafter called the "CITY," and Service Employees' International Union Local No. 620, ~~referred to as~~hereafter called the "UNION."
- 1.5 It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations and conditions between the parties hereto; to provide for an orderly and peaceable method and manner of resolving any differences which may arise,; and to negotiate any misunderstanding, which could arise, and to set forth, herein, the basic and full agreement between the parties, concerning the pay, wages, hours of employment, and other terms and conditions of employment.

ARTICLE 2 – MANAGEMENT

- 2.1 In order to ensure that the CITY shall continue to carry out its municipal functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public service for the citizens of Morro Bay, the CITY continues to reserve, and retain solely and exclusively, all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law, and those CITY rights set forth in the CITY's Personnel Rules and Regulations, and including, but not limited, to the following:
 - 2.1.1 To manage the CITY, determine policies and procedures, and the right to manage the affairs of all Departments.
 - 2.1.2 To determine the existence, or nonexistence, of facts that are the basis of the management decision in compliance with State law.

- 2.1.3 To determine the necessity, organization, implementation, and termination of any service or activity conducted by the CITY or other government jurisdiction, and to expand or diminish services.
- 2.1.4 To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees, in accordance with Department or CITY Rules, Regulations, or Ordinances.
- 2.1.5 To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of services to be provided to the public.
- 2.1.6 To require performance of other public services, not specifically stated herein, in the event of emergency or disaster, as deemed necessary by the CITY.
- 2.1.7 To lay off employees because of lack of work or funds or under conditions where continued work would be inefficient or nonproductive or not cost effective, as determined by the CITY.
- 2.1.8 To determine and/or change facilities, methods, technology, equipment, operations to be performed, organization structure, and allocate or assign work by which the CITY operations and services are to be conducted.
- 2.1.9 To determine method(s) of financing.
- 2.1.10 To plan, determine, and manage Departments' budget, which includes, but is not limited to, changes in the number of locations and types of operations, processes and materials to be used in carrying out all functions, and the right to contract or subcontract any work or operations.
- 2.1.11 To determine the size and composition of the work force, assign work to employees of the CITY, in accordance with requirements determined by the CITY, and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this ~~agreement~~MEMORANDUM, or subsequent ~~agreement~~MEMORANDUMs.
- 2.1.12 To establish and modify goals and objectives, related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and required compliance therewith.

- 2.1.13 To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees, in accordance with division and/or CITY Rules and Regulations.
- 2.1.14 To determine the issues of public policy and the overall goals and objectives of the CITY, and to take necessary action to achieve the goals and objectives of the CITY.
- 2.1.15 To hire, transfer intra- or inter-Department, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons, in accordance with Department and/or CITY Rules, Regulations and Ordinances.
- 2.1.16 To determine policies, procedures and standards for recruiting, selecting, training and promoting employees.
- 2.1.17 To establish, implement, and/or modify Rules and Regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety, health, and order, and to require compliance therewith.
- 2.1.18 To maintain order and efficiency in facilities and operation.
- 2.1.19 To restrict the activity of an employee organization on CITY facilities, except as set forth in this ~~agreement~~MEMORANDUM.
- 2.1.20 To take any and all necessary steps and actions to carry out the service requirements and mission of the CITY, in emergencies or any other time deemed necessary by the CITY, and not specified above.
- 2.2 Nothing herein is meant to diminish CITY rights provided by the Government Code.
- 2.3 Authority of Third Party Neutral – Management Rights
All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the CITY. No third party neutral shall have the authority to diminish any of the management rights that are included in this ~~agreement~~MEMORANDUM.
- 2.4 Nothing herein is meant to diminish employee rights provided by the Government Code.

ARTICLE 3 – RECOGNITION

- 3.1 Pursuant to Resolution No. 74-69, the Employer-Employee Relations Resolution of the City of Morro Bay and applicable state law, Service Employees International Union Local 620 (~~hereafter "UNION"~~) was designated by the City of Morro Bay (~~hereafter "CITY"~~) City Council as the exclusive representative of City employees in the Miscellaneous

Employees Unit (hereafter "UNIT"). The UNIT is comprised of the following classifications:

Account Clerk I
Account Clerk II
Account Clerk III
Administrative Technician
Administrative Utilities Technician
Assistant Planner
Associate Planner
Building Inspector
Engineering Technician I
Engineering Technician II
Engineering Technician III
Engineering Technician IV
Facility Maintenance Worker
Harbor Business Coordinator
Harbor Patrol Officer
Harbor Patrol Officer Supervisor
Housing Programs Coordinator
Maintenance Leadworker (Facilities, Parks, Streets)
Maintenance Worker I (Facilities, Parks, Streets)
Maintenance Worker II (Facilities, Parks, Streets)
Maintenance Worker III (Facilities, Parks, Streets)
Mechanic
Office Assistant II
Office Assistant III
Office Assistant IV
Permit Technician
Recreation Supervisor - Sports
Recreation Supervisor — Youth
Support Services Technician
Wastewater Treatment Plant Leadworker
Wastewater Treatment Plant Operator In-Training
Wastewater Treatment Plant Operator I
Wastewater Treatment Plant Operator II
Wastewater Treatment Plant Operator II/Lab Analyst
Wastewater Treatment Plant Supervisor
Wastewater Collection System Leadworker
Wastewater Collection System Operator I
Wastewater Collection System Operator II
Wastewater Collection System Operator III
Wastewater Collection System Supervisor
Water System Operator I
Water System Operator II

Water System Operator III
Water System Supervisor

The term “employee” or “employees,” as used herein, shall refer only to the foregoing classifications.

3.2 Employees, working on a regular basis in a classified position, but less than full-time, shall receive vacation and sick leave accruals on a pro-rated basis, commensurate with hours worked. Effective January 1, 1998, all benefits for new hires, including insurance benefits, will be allocated on a pro-rated basis, commensurate with hours worked.

3.3 Electronic Deposit:

All Employees, hired after the effective date of this contract, shall receive their pay by electronic methods. New hires must present account information for a checking or a savings account with an ACH-member financial institution.

ARTICLE 4 - UNION BUSINESS

4.1 Employee representatives, designated by the UNION, shall be granted time off, without loss of pay, to attend "meet and confer" sessions with the City Manager, and/or his/her designee, on subjects within the scope of representation, when such meetings are scheduled during regular working hours. Should such meeting extend beyond an employee representative's regular working hours, the employee representative shall be paid for only the regular working hours.

It is understood that this “time-off provision” shall only apply to a maximum of three (3) employees attending any one meeting between CITY and UNION. Where exceptional circumstances warrant, the City Manager may approve the attendance at such meetings of additional employee representatives. The UNION shall, whenever practicable, submit the names of all employee representatives to ~~the Municipal Employee Relations Officer~~the City Manager, or designee, at least two working days in advance of such meetings. Provided further: 1) that no employee representative shall leave his/her duty or work station or assignment without specific approval of the department head or other authorized CITY management official; and 2) that any such meeting is subject to scheduling by CITY management and UNION, in a manner consistent with operating needs and work schedules.

4.2 Nothing provided herein shall limit or restrict CITY management and UNION from scheduling such meetings before or after regular CITY or work hours.

4.3 Off-duty employees will not be paid for attending meet and confer sessions, nor will over-time be paid for same.

ARTICLE 5 - AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this ~~a~~AgreementMEMORANDUM:

- 5.1 Management's principal authorized agent shall be the City Manager, or his/her duly authorized representative (address: 595 Harbor Street, Morro Bay, CA 93442; telephone: (805) 772-6201), except where a particular management representative is specifically designated in the ~~a~~AgreementMEMORANDUM.
- 5.2 The UNIT's principal authorized representative shall be: Service Employees International Union Local 620 (2345 South Broadway, Ste C, Santa Maria, CA 93454 (805) 963-0601).
- 5.3 The UNION shall furnish the CITY's City Manager with a written list, identifying by name and work location, up to three stewards and one chief steward.
- 5.4 UNION stewards shall be authorized, when participating in the investigation and processing of a grievance, to take a reasonable amount of CITY-time, without loss of compensation or benefits, to perform these duties.
- 5.5 UNION stewards shall be selected in accordance with current SEIU written policy on file with the CITY ~~Personnel~~Human Resources Office.

ARTICLE 6 – UNION SECURITY and WITHHOLDING OF UNION DUES/FEEES

6.1 “Maintenance of Membership”
All UNIT employees who, on the effective date of this Memorandum, are members of SEIU, Local 620, and all such employees, who thereafter voluntarily become members of Local 620, shall maintain their membership in Local 620, subject to the right to resign membership during the period commencing thirty days prior to ~~the~~ June 30 of each year of this MOU.

6.2 Agency Shop
Pursuant to UNION’s initiation, allowed by an amendment to the Meyers-Milias-Brown Act, the CITY and the UNION will abide by the following provisions, as they relate to an agency shop.

Agency Shop, as defined under Meyers-Milias-Brown, means “an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.” CITY recognizes that UNION has petitioned for, and a majority of employees have cast ballots in a secret ballot election in favor of, agency shop for this bargaining ~~unit~~UNIT.

The United States Supreme Court has decided that Unions may not charge non-members for expenses unrelated to the actual representation of the employees in the bargaining ~~unit~~UNIT, such as political contributions, organizing activities, and member-only benefits. Employees, who question whether the amount of the UNION's Agency Fee contains unlawful charges, may file a written objection with the UNION to the Agency Fee, and if successful, have their Agency Fee reduced to cover only the lawfully-chargeable amount. Any costs related to this objection process will be borne by the UNION.

6.3 Conscientious Objection

Any employee, who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support any public employee organization as a condition of employment. Such employees shall be required to, in lieu of periodic dues, initiation fees, or agency fees, pay sums, equal to the dues, initiation fees, or agency fees, to a nonreligious, non-labor charitable fund, exempt from taxation under Section 501(C)(3) of the Internal Revenue Code, chosen by the employee from the following: Hospice, CASA, or United Way for the purpose of payroll deductions. Proof of payments shall be made on a monthly basis to the ~~Public Agency~~CITY, as a condition of continued exemption from the requirement of financial support to the UNION.

6.4 Covered employees shall execute written authorization for either UNION dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the CITY shall deduct the agency fee from the employees' paycheck, pursuant to California Government Code Sec. 3502. The CITY agrees to promptly remit, to the UNION, all monies deducted, accompanied by an "Agency Fee Deduction Report," to include the names and amounts of the deductions in the same manner and timeframes as the current provision of the dues deduction reports.

6.5 Rescission of Agency Shop

This agency shop provision may be rescinded by a majority vote of all the employees in the ~~unit~~UNIT covered by the Memorandum of Understanding, provided that:

6.5.1 A request for such a vote is supported by a petition of at least 30% of the employees in the bargaining ~~unit~~UNIT;

6.5.2 The vote is by secret ballot;

6.5.3 The vote may be taken at any time during the term of the Memorandum of Understanding, but in no event shall there be more than one vote taken during each contract year.

6.6 Applicability

An agency shop arrangement shall not apply to management, confidential, or supervisory employees.

6.7 Reporting Requirement

The UNION shall keep an adequate itemized record of its financial transactions, and shall make available annually, to the CITY and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report, thereof, in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, a certified public accountant, or as otherwise required by law.

6.8 Indemnification

The UNION shall indemnify, and hold the CITY harmless, against any liability arising from any claims, demands, or other action relating to the CITY's compliance with the agency shop obligation. The UNION shall comply with all statutory and legal requirements, with respect to agency shop.

ARTICLE 7 - TERM

Except as otherwise specifically provided herein, the term of this ~~Agreement~~ MEMORANDUM commences July 1, ~~2013~~ 2014, and expires, and is otherwise fully terminated, at midnight on June 30, ~~2014~~ 2016.

ARTICLE 8 - RENEGOTIATIONS

8.1 In the event either party wants to renegotiate a successor ~~Agreement~~ MEMORANDUM, such party shall serve, upon the other during the period December 1, ~~2013~~ 2015 to January 30, ~~2014~~ 2016, its written request to begin negotiations, as well as its full and entire written proposals amending this ~~agreement~~ MEMORANDUM.

8.2 The parties agree that, except by mutual agreement, no new subjects may be introduced into the process after the third negotiations meeting.

8.3 Upon receipt of such written notice and proposals, negotiations shall begin no later than March 1, ~~2014~~ 2016.

ARTICLE 9 - ANTI-DISCRIMINATION

The CITY and UNION mutually agree they will not discriminate against employees for the exercise of their rights under the State of California Government Code Section 3502.

ARTICLE 10 - WORK SCHEDULE

This article is intended to define the normal hours of work, and shall not be construed as a guarantee of work per day or per week, or of days of work per week.

10.1 Workday

The normal workday shall be eight hours of work in a 24 consecutive hour period, except in cases of emergencies. Alternative work schedules can be implemented, upon approval of the City Manager, and providing they are not in violation of Fair Labor Standards Act (FLSA) regulations.

10.2 Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without 24 hour prior notice to the employee. Call-out or overtime does not constitute as change in work shift.

10.3 Work Week

The normal workweek shall be five workdays and two consecutive days of rest in a seven day period, beginning Saturday, 12:00 a.m., and ending seven days later on Friday night at 11:59 p.m., except in cases of emergencies, or at the specific request of an employee and approval of department head. Nothing herein shall be construed to eliminate currently established irregular work schedules.

10.4 Overtime Compensation

10.4.1 All work required by the CITY₂ and actually performed beyond 40 hours worked in a workweek₂ is defined as ~~Fair Labor Standards Act (FLSA)~~ overtime. FLSA overtime shall be compensated at one and one-half (times the employee's regular rate of pay, as defined by FLSA.

10.4.2 Designated CITY holidays shall be considered as time worked₂ for purposes of computing overtime₂ for personnel working a Monday through Friday, eight hours a day, schedule with Saturday and Sunday as regular days off. Employees working other schedules will accrue eight hours holiday time₂ and₇ if working on the CITY designated holiday, be paid at the rate of one and one-half (times₂ the employee's regular rate of pay, as defined by FLSA. Effective upon the ratification of this contract, vacation hours used shall also be considered as time worked₂ for overtime calculation purposes.

10.4.3 There shall be no double compensation for the same hours of work, nor any "pyramiding" of overtime.

10.5 Compensatory Time Off (CTO):

10.5.1 At the employee's option, CTO may be taken in lieu of payment for overtime.

10.5.2 CTO may be accrued. An employee's CTO balance shall indicate the amount of CTO available for employee's use. For example, if an employee works two hours

of FLSA overtime, and elects to accrue CTO, the employee's CTO balance shall indicate three hours.

10.5.3 An employee's CTO balance shall not exceed a maximum of 60 hours. If overtime is earned that would exceed this limit, the excess shall be paid in cash.

10.5.4 All CTO, requested by an employee, must be approved in advance by the employee's Department Head.

10.5.5 Employees, separating from the CITY, are entitled to pay for accumulated CTO at his/her their current base rate of pay.

10.6 Emergencies

10.6.1 Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts, or duties, for the purpose of meeting an emergency. Such emergency assignments shall not extend beyond the period of said emergency.

10.6.2 Short-staffing, caused solely by absences due to employees taking approved paid leave, shall not be considered an emergency.

10.7 Shift Rotation

Shift rotation shall coincide with the first day of a pay period.

ARTICLE 11 - VACATION LEAVE

NOTE: All leave time (vacation, sick leave, holiday, etc.) will be taken off on an hour-for-hour basis, equaling employee actual time off, regardless of accumulation rates.

11.1 During the term of this ~~agreement~~MEMORANDUM, paid vacation leave shall be earned at the following rate:

Service Years	Days	Maximum Entitlement	
		Hours	
1 thru 2	10	80	
3 thru 4	11	88	
5 thru 6	12	96	
7 thru 8	13	104	
9 thru 10	14	112	
11 thru 12	15	120	
13 thru 14	16	128	
15 thru 16	17	136	
17 thru 18	18	144	

19 thru 20	19	152
21 or more	20	160

11.2 The standard for vacation time is eight hours equals one day.

11.3 Effective July 1, ~~2013~~2014, employees will be provided an option to convert up to 40 hours of vacation into compensation per fiscal year provided that at the time of the conversion request at least 20 hours of vacation time remains in the employee's vacation bank. Conversion ~~shall be requested by November 1st for payment to be made in December.~~ may be requested throughout the fiscal year, with a minimum of 30 days' notice to payroll, and Department Head approval.

11.4 Maximum Accumulation

It is recognized that long-standing accumulations of vacation time exist for some employees. In order to compensate employees for this unused vacation time, and reduce this liability for the CITY, CITY and UNION agree on the following policy:

11.4.1 CITY and UNION agree that the vacation cap to be in place for this ~~unit~~UNIT will be 220 hours, to be achieved in the following manner:

11.4.1.1 Unused vacation leave may be carried over into the calendar year 2008 and subsequent calendar years to a maximum of 220 hours. Employees exceeding the 220 hour maximum, as of the pay period containing November 1st - will be paid off for vacation time ~~that exceeds~~ sing the 220 hour maximum. Payment shall be computed based upon the employee's current base hourly rate of pay ~~as of June 30th of the same calendar year.~~ Vacation pay out will occur in the first pay period occurring on or after December 1st.

11.4.2 Employees, separating from the CITY, are entitled to pay for accumulated vacation based upon employee's current base hourly rate of pay ~~as of June 30 prior to separation.~~

ARTICLE 12 - HOLIDAYS

12.1 For the purpose of this ~~agreement~~MEMORANDUM, the following days are the holidays for the employees in this ~~unit~~UNIT:

New Year's Day	January 1
Martin Luther King, Jr.'s, Day	3 rd Monday in January
Lincoln's Birthday	February 12 th
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th

Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25 th
Two (2) Floating Holidays	Varies

- 12.2 Holidays, falling on Saturday, shall be observed on the preceding Friday, and holidays, falling on Sunday, shall be observed on the following Monday, and shall be considered designated holidays for purposes of overtime.
- 12.3 One holiday equals eight hours. For those UNIT employees, participating in alternative work schedules, one holiday may equal 9 or 10 hours shall equal the number of hours the employee is scheduled to work on the day of the holiday. Accrued holiday time may be taken in less than eight hour increments.
- 12.4 It is agreed that when a holiday is proclaimed by the Mayor of the CITY, then each employee shall be granted time-off in the same number of equivalent work hours. Such time-off shall be selected by the Department Head.
- 12.5 Employees may accumulate up to a maximum of 48 hours holiday time for holidays worked. Hours of holiday time, accumulated over 48 hours, will be paid off. When an employee terminates employment with the CITY, he/she shall receive pay for his/her current holiday balance up to a maximum of 48 hours at his/her current base hourly rate.
- 12.6 CITY's denial of requested holiday time off shall be neither arbitrary nor capricious.
- 12.7 Employees, who work on a CITY-designated holiday, shall have eight hours banked, and also shall be paid one and one-half times their base hourly rate for the hours actually worked on the holiday.

ARTICLE 13 - SICK LEAVE

- 13.1 During the term of this ~~agreement~~ MEMORANDUM, sick leave shall be earned at the rate of one eight-hour workday for each calendar month of service. Sick leave used shall be actual employee time off. For example, if an employee works four 10 hour days per week and is off sick for one of the 10 hour days, 10 hours shall be deducted from employee's sick leave balance. There shall be no maximum to the amount of sick leave that an employee may accumulate.
- 13.2 Based on individual utilization of paid sick leave in the preceding calendar year, employee may convert unused accumulated sick leave into paid vacation leave once ~~during the following-per~~ fiscal calendar year, pursuant to the formula below:

<u>Sick Leave Utilization</u>	<u>Sick Leave</u>	<u>Maximum Conversion To Vacation Leave</u>
0 hours	96 hours	48 hours
.25 to 8 hours	72 hours	36 hours
8.25 to 16 hours	48 hours	24 hours
16.25 to 25 hours	24 hours	12 hours
Over 25 hours	0	0

At least 160 accrued hours ~~shall~~must remain in employee's sick leave bank ~~after any conversion is authorized, for any employee to be eligible for conversion or for any conversion to be authorized. In addition, the right to convert, along with any conversion hours, do not carry over or rollover from fiscalcalendar year to fiscalcalendar year; failure; failure to request conversion in any fiscalcalendar year eliminates the right to do so for that fiscalcalendar year.~~

- 13.3 Upon the service retirement of an employee who has more than 10 years of service with the CITY, said employee shall be entitled to receive payment for up to ~~the first 90 days~~720 hours of his/her accrued sick leave at thirty percent (30%) of the employee's rate of pay as of the date of service retirement.

Service retirement is defined as service retirement from both the CITY and the respective retirement system thereof.

NOTE: Sick leave, converted to service credit for PERS purposes, cannot be compensated (converted to dollars).

ARTICLE 14 - RETIREMENT BENEFITS

- 14.1 All employees will contribute the entire employee retirement contribution, which is currently: 1) classic members, Tier 1 - 8% Miscellaneous/9% Safety; classic members, Tier 2 - 7% Miscellaneous/9% Safety; or PEPRAs members, Tier 3 - 6.25% Miscellaneous/11.5% Safety.

- 14.2 The CITY agrees to continue providing all ~~employees hired prior to January 1, 2012~~ CalPERS Miscellaneous employees in this ~~unit~~UNIT, who were hired prior to January 1, 2012 ~~with,~~ with the following CalPERS retirement formula and optional benefits (existing employees promoted to another position within the ~~City~~ITY, will not be considered new hires, with respect to retirement formulas):

- 14.2.1 2.7% ~~at~~@ 55 ~~plan~~formula (Section 21354.5)
- 14.2.2 Unused Sick Leave Credit Option (Section 20965)
- 14.2.3 Military Service Credit (Section 21024 & 21027)
- 14.2.4 Single Highest ~~Year~~Year Final Compensation (Section 20042)
- 14.2.5 1959 Survivor Benefit, Level 4 (Section 21574)
- 14.2.6 Pre-Retirement Option 2W Death Benefit (Section 21548)

14.3 For CalPERS Miscellaneous employees, who were hired on or after January 1, 2012, but before January 1, 2013, and those hired on or after January 1, 2013, who meet the definition of classic member, pursuant to the California Public Employee's Pension Reform Act of 2013 (PEPRA), the CITY shall provide the following CalPERS optional benefits as follows:

14.3.1 2% @ 60 plan formula (benefit factor increases to 2.418% @ 63+) (21353)

14.3.2 Unused Sick Leave Option (Section 20965)

14.3.3 Military Service Credit (Section 21024 & 21027)

14.3.4 Final Compensation Average 36 consecutive highest months (20037)

14.3.5 Military Service Credit (21024)

14.3.5 1959 Survivor Benefit, 4th Level 4 (21574)

14.3.6 Pre-Retirement Option 2W Death Benefit (Section 21548)

14.4 Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, employees hired, who meet the definition of new member under PEPRA, will be covered by following retirement formula and receive the following CalPERS optional benefits:

~~the~~ 14.4.1 2% @ 62 retirement formula (benefit factor increases to 2.5% @ 67+);

14.4.2 Final eCompensation Average 36 consecutive highest months (20037) provision;

14.4.3 and shall pay a mMember contribution rate of fifty (50) percent of the expected normal cost rate, and receive the following CalPERS optional benefits: (currently 6.25%)

14.4.4 Unused Sick Leave Option Credit (Section 20965)

14.4.5 Military Service Credit (Section 21024 and 21027)

14.4.6 Final Compensation Average 36 consecutive highest months (20037)

14.4.7 Military Service Credit (21024)

14.4.8 1959 Survivor Benefit, 4th Level 4 (21574)

14.4.9 Pre-Retirement Option 2W Death Benefit (Section 21548)

14.5 The CITY agrees to continue providing employees hired prior to September 17, 2011 CalPERS Safety employees (Harbor Officers reclassified to Safety 10/17/1998) in this uUnit UNIT, who were hired prior to September 17, 2011, with the following CalPERS retirement formula and optional benefits (existing employees, promoted to another position within the CityITY, will not be considered new hires, with respect to retirement formulas):

14.5.1 Highest Single Year Compensation (Section 20042) 3% @ 50 plan (21362.2)

14.5.2 Unused Sick Leave Credit (Section 20965)

14.5.3 1959 Survivor Benefit (Section 21580) Military Service Credit (Section 21024 & 21027)

14.5.4 3% @ 50 Retirement Formula (Section 21362.2) Highest Single Year Final Compensation (Section 20042)

~~14.5.5 3rd Level Survivor Benefit (Section 21573)~~

~~14.5.6 Military Service Credit (Section 21204)~~

~~14.5.7 4th 1959 Survivor Benefit, Level 4 Survivor Benefit (Section 21574)~~

~~14.5.8 Pre-Retirement Option 2W Death Benefit (Section 21548)~~

14.6 For CalPERS Safety employees (Harbor Patrol Officers, who were hired on or after September 17, 2011, and those hired on or after January 1, 2013, who meet the definition of classic member pursuant to the California Public Employee's Pension Reform Act of 2013 (PEPRA), the CITY will provide ~~a retirement benefit program through Public Employees Retirement System (PERS) the retirement benefits set forth in 14.4 above will be modified and reads as follows~~ the following CalPERS optional benefits:-

~~14.6.1 36 consecutive months final compensation 3% @ 55 plan (Section 21363.1)~~

~~14.6.2 Unused Sick Leave Credit effective 6-24-89 (Section 20965)~~

~~14.6.3 4th Level Survivor Benefit (Section 21574) Military Service Credit effective 6-24-89 (Section 21024)~~

~~14.6.4 1959 Survivor Benefit effective 6-24-89 (Section 21580) Final Compensation Average 36 consecutive highest months 3 Year (20037)~~

~~14.6.5 Military Service Credit effective 6-9-98 (Section 21024) 1959 Survivor Benefit Level 4 effective 6-24-89 (Section 2158074)~~

~~14.6.6 3% @ 55 Retirement Formula 4th Level Survivor Benefit (Section 21574)~~

~~14.6.7 Pre-Retirement Death Optional Settlement 2W Death Benefit~~

14.7 Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, safety employees hired who meet the definition of new member under PEPRA, will be covered by the following retirement formula and optional CalPERS benefits:

~~14.7.1 2.7% @ 57 retirement formula (benefit increases to Section 7522.25(d))~~

~~14.7.2 Final Compensation Average 36 consecutive highest months (20037)~~

~~with the 36 highest months final compensation provision, and shall pay a~~

~~14.7.3 m Member contribution rate of fifty (50) percent of the expected normal cost rate; and receive the following optional CalPERS benefits: (currently 11.5%)~~

~~14.7.1 36 consecutive months final compensation~~

~~14.7.2 Unused Sick Leave Credit effective 6-24-89 Option (Section 20965)~~

~~14.7.3 4th Level Survivor Benefit (Section 21574) Military Service Credit (Section 21024)~~

~~14.7.4 1959 Survivor Benefit effective 6-24-89 (Section 21580) 4th Level Survivor Benefit (Section 21574)~~

~~14.7.5 Military Service Credit effective 6-9-98 (Section 21024)~~

~~14.7.6 Pre-Retirement Death Optional Settlement 2W Death Benefit~~

ARTICLE 15 - HEALTH BENEFITS

15.1 ~~HEALTH INSURANCE:~~ Health Insurance

15.1.1 Employees of this UNIT shall participate in the CalPERS medical insurance plans on a cafeteria style basis, with the CITY contributing the CalPERS minimum

(currently \$11~~59~~/month) to the active employee's medical insurance, and \$1.00/month, or the amount required by CalPERS, to retiree medical insurance. Any costs in excess of these contribution rates shall be paid by the employee and retiree.

15.1.2 UNIT employees receive a cafeteria plan contribution (including the amount required by CalPERS in 15.1.1 above) as follows:

Employee only - up to \$715/month or cost of insurance, whichever is less
 Employee + 1 – up to \$967/month or cost of insurance, whichever is less
 Employee + family - up to \$1,080/month or cost of insurance, whichever is less

Effective January 1, 2015 (beginning with the first pay period in December), UNIT employees will receive the following cafeteria plan contribution, including the contribution amount required by CalPERS, as follows:

Employee only - up to \$715/month or cost of insurance, whichever is less
Employee + 1 – up to \$1,025/month or cost of insurance, whichever is less
Employee + family - up to \$1,180/month or cost of insurance, whichever is less

15.1.3 Effective January 1, 2009, cash-back was eliminated, except as provided herein. Employees receiving cash-back in December 2008, shall continue to receive the same amount for the term of this ~~agreement~~ MEMORANDUM, except that if a cash-back employees changes the structure of their insurance (add dependents, delete dependents, drop insurance with the CITY, change carriers, etc.) cash-back is not an option. Cash-back will be eliminated for employees during the open enrollment period in 2012 for calendar year 2013, and in subsequent years, if said employees are required (because of eliminated plans) to change carrier. In the event an employee receiving cash-back is forced to make a plan change because the CITY changes plans and/or ceases to contract with PERS for insurance, that employee will maintain cash-back.

15.2 ~~DENTAL AND VISION INSURANCE~~ Dental, Life and Vision Insurance:

15.2.1 Life Insurance is provided at \$30,000 per employee (\$50,000 effective January 1, 2015). The following rates are effective January 1, 2013~~4~~.

	Vision	Dental	Life	Totals	City pays	EE pays
Employee only	\$ 7.87	\$ 43.37	\$5.70	\$ 56.94	\$ 54.01	\$ 2.93
Employee + 1	\$15.68	\$106.91	\$5.70	\$128.29	\$116.54	\$11.75
Employee + 2+	\$20.25	\$107.08	\$5.70	\$133.03	\$120.82	\$12.21

CITY will pay the remaining premium for dental/life and vision.

15.3 Any coverage made available to future retirees beyond COBRA time requirements shall be paid for by the retiree.

15.4. The provisions of this section shall be binding on the parties through the remainder of this MEMORANDUM, and for the term of the MEMORANDUM, which will be effective July 1, 2013. The parties agree herewith that no further to retain the option to re-open discussion-collective bargaining will occur, with respect to this Section, for any changes to the term of the agreement ending June 30, 2014 2016 health rates. Re-opening would occur in July 2015, or as soon as the 2016 health rates become available.

ARTICLE 16 - EDUCATION INCENTIVES

16.1 CITY agrees to reimburse the costs for job-related and job-required certifications, correspondence courses, and licenses (except Class III driver's license) upon successful completion of the examination, or course, by the employees, having written authorization in advance from their department head. This shall include application fees, examination fees, and certificate fees. Renewal fees may be paid in advance by the CITY. This provision does not apply to continuing education requirements.

CITY agrees to provide a CITY vehicle, when available, during normal working hours for required transportation, and will permit paid time for employees to take examinations scheduled during normal working hours. No mileage payments are authorized for personal transportation, and time spent outside normal working hours shall not be compensated, except that tests taken for CITY-required certifications shall be taken in paid status.

16.2 College Degrees

16.2.1 CITY agrees to pay the following education incentives on base salary to regular employees, hired prior to January 1, 1998, who hold degrees above the minimum required in their respective classification.

Associate of Arts Degree	\$ 600 annually
Bachelors Degree	\$1,200 annually

16.2.2 If an employee's job description requires an AA degree, and the employee has a Bachelor's Degree, the employee will receive only the difference between an AA and a BA degree, or \$600 annually.

16.2.3 If an employee's job description requires a degree, or if an employee is promoted to a classification that requires a degree, the employee shall not receive education incentive pay for the required degree.

The parties agree that this section shall not be interpreted to reduce the amount of education incentive pay that any employee, hired prior to January 1, 1998 receives, notwithstanding the fact that the employee is promoted to a higher position requiring a particular degree, or the fact that the job description for the employee's existing position has been revised to require a particular degree. In the event an employee, hired prior to January 1, 1998, promotes to a position requiring a degree not required by the lower position, or if the job description for an employee, hired prior to January 1, 1998, is revised to require a degree not previously required for the position, the employee shall continue to receive the amount of the education incentive pay received in the lower position or previous job description.

16.2.4 Based on the new job descriptions for all classifications, which were adopted in May 1996, employees currently in positions now required to hold an AA or BA degree, according to the job description for the classification they hold, will continue to receive an educational incentive for said degree. Any employees hired on or after January 1, 1998 or current employees promoted on or after January 1, 1998 to positions requiring degrees will be subject to Section 16.2.3 above.

ARTICLE 17 - WORK UNIFORMS

17.1 CITY will provide work coveralls, including laundry service, for each employee whose working conditions create undue wear and tear on work clothing.

CITY will select and provide uniform work shirt, including laundry service, for all field employees. Work shirts shall include a CITY logo and the employee's name.

17.2 Determination of individual entitlement to CITY-provided work uniforms will be at the discretion of the appropriate department head, and with the approval of the City Manager. ~~Unit~~UNIT members in classifications currently receiving uniforms shall continue to do so.

17.3 ~~SAFETY SHOES:~~Safety Shoes

Effective July 1, 2013, employees₁ required to wear steel-toed safety shoes in the performance of their duties₂ shall be eligible to receive an annual allowance₃ for the provision of said shoes₃ in the amount of \$150 per fiscal year. Proof of purchase is required. Once purchased, such appropriate footwear must be worn while working.

ARTICLE 18 – WAGES AND INCENTIVES

18.1 Effective with the pay period including ~~January~~ July 1, 2014, UNIT members' salaries shall be increased by ~~two-one and one-half (2% 1½%)~~ percent.

Effective with the pay period including January 1, 2015, UNIT members' salaries shall be increased ~~on~~by one and one-half (1½%) percent.

18.2 Required Certificate.

Employees in the Maintenance Worker classifications in the Collections division shall receive a \$75 per month incentive for the California Water Environment Association Collections Certificate required by their classification. Those employee classifications are: Wastewater Collection System Leadworker and Wastewater Collection System Operator I, II and III.

18.3 Additional Certificate. An employee ~~certified-classified~~ as a Wastewater Treatment Plant Operator with a certificate issued by the California State Water Resources Control Board, or those employees ~~certified-classified~~ as Water System Operator and Wastewater Collection System Operator, shall receive a \$50 per month incentive for one certification above that required by the position held.

Those employees ~~certified-classified~~ as Water System Operator will additionally receive a \$50 per month incentive for one treatment certification above that required by the position held.

18.4 All salary adjustments, including but not limited to merit increases, educational incentives, and any other pay adjustments will take effect at the beginning of the next payroll period after the scheduled effective date of the increase.

18.5 Any and all special pay incentives will be calculated on base salary.

18.6 Attached Exhibit A reflects wages for UNIT members ~~of this unit~~ for the duration of this ~~Agreement~~ MEMORANDUM.

ARTICLE 19 - SPECIAL PAY PRACTICES

19.1 ~~STANDBY:~~ Standby

19.1.1 Standby duty is defined as that circumstance which requires an employee so assigned to:

Be ready to respond immediately to a call for service;

Be readily available at all hours by telephone or other agreed upon communication equipment; and

Refrain from activities which might impair his/her assigned duties upon call.

19.1.2 It is agreed that personnel, who are scheduled, on a routine basis, for standby duty, shall be compensated at the rate of ~~thirty five dollars (\$35.00)~~ forty-two (\$42) per day for each day of scheduled standby duty performed. This increase is effective upon the City Council ratification of this MEMORANDUM.

Effective July 1~~st~~, 2013, standby pay rates for the following, agreed--upon days, regardless of the City recognized holiday schedule, shall be compensated at the rate of sixty dollars (\$60.00).

- 1) New Year's Eve
- 2) New Year's Day
- 3) Memorial Day Weekend Friday
- 4) Memorial Day Weekend Saturday
- 5) Independence Day
- 6) Labor Day Weekend Friday
- 7) Labor Day Weekend Saturday
- 8) Thanksgiving Day
- 9) Day after Thanksgiving
- 10) Christmas Eve
- 11) Christmas Day

19.2 ~~CALL-BACK:~~Call Back

19.2.1 Call back is defined as that circumstance which requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's work shift; except that an early call in of up to two (2) hours prior to the scheduled start of a work shift shall not be counted as a call back.

19.2.2 CITY will guarantee a minimum of three (3) work hours credit (four and one half (4-1/2) hours compensation), for each employee called back for work, as defined above.

19.2.3 Whenever an employee is called back to work, the CITY considers the employee "on-duty" for three hours, even if employee returns home. No additional call-back time pay is allowed during this period, if the employee is again called back. However, if more than three hours have passed since the initial call-back, and the employee is called back to work again, the employee may claim an additional three work hours credit (four and one half hours call-back compensation) under the conditions set forth in 19.2.1 above.

19.2.4 Said employee shall receive either pay or compensatory time-off, pursuant to Article 10 - Overtime Compensation, for the minimum or for all time actually worked, whichever is greater.

19.2.5 Employees called back to work, pursuant to this section, shall be eligible for mileage reimbursement when utilizing their personal vehicle.

19.3 Members of this ~~Unit~~UNIT who are required by their supervisor to attend meetings outside of the normal work schedule shall be paid a minimum of three hours at time and

one-half without regard to hours actually worked during the work week. Meetings during regular work hours shall be included in employees' regular rate of pay and not compensated beyond that.

19.4 Class A Driver's License and Captain's License

Effective with the City Council ratification of this MEMORANDUM, UNIT members, possessing a Class A Driver's License, will receive \$50 per month.

Effective with the City Council ratification of this MEMORANDUM, UNIT members in the Harbor Department, possessing a Captain's License, will receive \$50 per month.

19.5 Bilingual Pay (Spanish)

Effective with the City Council ratification of this MEMORANDUM, up to three (3) UNIT members may earn \$75 per month for speaking Spanish, and \$75 per month for writing in Spanish, for a total possible of \$150 per month.

A test is required; Human Resources, or designee, will administer the test.

UNIT employees have the option to re-open and discuss this section to add other languages, if the need is demonstrated.

ARTICLE 20 - PROBATION

The probationary period for newly hired employees shall be 12 months. The probationary period for employees promoted to a higher classification shall be six months in the new classification. The CITY shall have the option of granting a newly hired employee regular status at any time after nine months of service.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 Purpose of the Procedure

The primary purpose of this procedure shall be to provide a means whereby an employee, without jeopardizing his/her employment, can express a personal grievance relating to his/her wages, hours of work, and working conditions, and obtain a fair and equitable disposition of his/her grievance.

21.2 Definition of Informal Grievance

An informal grievance is defined as an oral (or email) concern by an employee expressed to his/her supervisor with a request to informally discuss the grievance with the supervisor and/or the department head.

21.3 Definition of Formal Grievance

A formal grievance shall be defined as any formal written complaint of an employee filed with his/her immediate supervisor within thirty days of the action or inaction by the CITY which constitutes the subject of the grievance relating to his/her wages, hours of work, and working conditions. Such grievance shall not include performance evaluations or reprimands. However, employees may provide a written rebuttal to a performance evaluation or written reprimand that will be attached to the original document for placement in the employee's file.

21.4 Informal Discussion with Supervisor

An employee shall first pursue all informal grievances with his/her supervisor and at any time that the employee deems that the informal grievance is a formal grievance, the employee may reduce it to a formal written grievance.

21.5 Formal Conference with Supervisor

If an employee does not obtain satisfaction of his/her informal grievance by means of an informal discussion with his/her supervisor, or if employee is unable to communicate with his/her supervisor, employee and/or his/her representative may, by written grievance, request and shall be accorded a formal conference within ten days with the supervisor and/or department head. The decision of the supervisor shall be reported to the employee and/or his/her representative within five business days of the date the conference was held with the supervisor.

21.6 Department Review

In the event the employee does not obtain satisfaction at any level of review by means of informal or formal grievance and a formal conference with his/her supervisors, employee and/or his/her representative may submit the grievance in writing to the supervisor or department head. The procedure to be followed by the supervisor who receives a grievance in writing shall be established by each department head for his/her department, and shall include review of the grievance by the immediate supervisor and such successively higher levels of management as may be determined by the department head. A cumulative record of the decision and the reason for the decision at each level of review shall be maintained. The ultimate decision shall be that of the department head. The decision must be reported to the employee in writing within ten business days of the date that the request for departmental review was submitted to the supervisor.

21.7 Mediation

If, within ten working days after receipt of the written decision of the Department Head the employee is still dissatisfied, he/she may request the services of a

mediator from the State Mediation and Conciliation Service. CITY is not bound by the determination and/or recommendations of said mediator.

21.8 Appeal to the City Manager

In the event the employee does not obtain satisfaction by means of the mediator, employee and/or his/her representative shall submit the grievance in writing to the City Manager within ten days after notification of the mediator's determination is given to the employee. The City Manager may meet with the employee and/or his/her representative, the mediator and the department head before making a decision; or may waive administrative review and refer the grievance directly to a committee of the City Council appointed to hear grievances. A copy of the City Manager's decision on the matter must be presented to the employee within ten business days of the date the grievance was filed with the City Manager.

21.9 Submission to a Committee of the City Council

In the event that the employee does not obtain satisfaction by means of the administrative procedures outlined above, he/she may request a hearing by a committee of the City Council. The hearing shall be held by the committee within fifteen business days of the date of receipt of the request at the convenience of all parties, unless waived by mutual consent of the employee and the department head. The hearing shall be informal. The employee and/or his/her representative, the department head and/or the City Manager shall appear before the committee to present the facts pertinent to the case. The burden of proof shall rest with the employee. The committee shall limit its review of the grievance to the subject matter contained in the previous steps of the grievance procedure and shall make its decision within thirty days after the termination of the hearing unless of the hearing unless a reasonable time extension is deemed necessary and all parties are notified.

21.10 Time Limits

In case the time limits outlined above are not observed by the representative of the CITY, the employee and/or his/her representative shall have the right to carry the grievance directly to the next higher level of review.

21.11 Group Grievance Procedure

The recognized employee organizations may present a general grievance (affecting several employees) in writing directly to the City Manager. Upon receipt of such grievance, the City Manager shall establish a time for a hearing, at which time all affected parties may appear before the City Manager to present facts pertinent to the issue. The decision of the City Manager shall be presented to all parties

concerned within fifteen business days and, within five business days of receipt of the City Manager's decision which is unacceptable, shall be appealable by the group to a committee of the City Council for their findings and recommendations within thirty days thereafter. If either party wishes to appeal, they may file an appeal with the City Council as a whole within five business days of the final decision of the committee of the City Council.

ARTICLE 22 - NO STRIKE, NO LOCK-OUT

- 22.1 During the term of this ~~Agreement~~MEMORANDUM, the CITY will not lockout any employees nor will ~~Unit~~UNIT employees or the UNION cause, authorize, advise or encourage any interruption of work or any other concerted action. The term "interruption of work" shall mean any work stoppage "sick out", or strike (including economic, sympathy, and unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by the UNION.
- 22.2 There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute.
- 22.3 Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or such other discipline as the CITY may assess. Such discharge or discipline shall not be reviewable through the Grievance Procedure.

ARTICLE 23 - FULL UNDERSTANDING, MODIFICATION, WAIVER

- 23.1 This ~~Agreement~~MEMORANDUM sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 23.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein. Notwithstanding the foregoing, It is agreed that from time-to-time the CITY may introduce changes in its Personnel Rules and offer the Union an opportunity to meet and confer prior to implementing changes within the scope of bargaining.
- 23.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the CITY and ratified by the membership of the UNION.
- 23.4 The waiver of any breach of any term, or condition of this ~~Agreement~~MEMORANDUM by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

24.4 The City agrees to meet and confer regarding any change in job titles and descriptions of represented employees.

ARTICLE 24 - SEVERABILITY

If any provision(s) are held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Date: _____

Date: _____

SEIU LOCAL 620

CITY OF MORRO BAY

Darryl Scheck, Field Representative

Edward Kreins, Chief Negotiator

John Gunderlock, Team Member

Susan Slayton, Administrative Svs Dir

Dustin Pitman, Team Member

Laurie Goforth, Human Resources

Lori Stilts, Team Member

Mike Mobley, ~~Team Member~~ Shop Steward



AGENDA NO: A-10

MEETING DATE: October 28, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE:** October 16, 2014

FROM: Eric Endersby, Harbor Director

SUBJECT: Resolution No. 71-14 Authorizing the City of Morro Bay to Enter Into a 2014/2015 Boating Safety and Enforcement Equipment Grant Contract with the State of California Division of Boating and Waterways in the Amount of \$50,000 for Purchase of Two New Engines for Harbor Patrol Vessel 68

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 71-14 authorizing the Harbor Director to execute and manage the attached Boating Safety and Enforcement (BS&E) Equipment Grant Contract Agreement #C8957115 with the California Division of Boating and Waterways (DBW) for \$50,000 for the funding of two new Mercruiser gasoline engine and outdrive packages for twin Harbor Patrol vessel 68.

ALTERNATIVES

There are no alternatives being presented to this as we are guaranteed to receive these grant monies.

FISCAL IMPACT

This is a fully funded grant with no required funding match. The estimated cost for the purchase and installation of the engines is approximately \$55,000. The remainder of the funding will come from available Harbor Operating funds.

BACKGROUND

The Harbor Department has obtained numerous BS&E grants from DBW for engine re-powers, miscellaneous equipment, two rescue personal watercraft, and most recently, funding towards the new 29-foot rescue/patrol vessel and trailer.

In April of 2014, the Harbor Department applied for but was denied this grant as we had recently received significant vessel and trailer grants; therefore, we were placed on DBW's "secondary" list for this year. DBW has awarded grants to all agencies on their "primary" list. We have recently been notified there is still funding available and as such, our request is being fulfilled.

DISCUSSION

Prepared By: EE Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

Prior to the construction of the department's newest twin-diesel powered vessel 64, Harbor Patrol vessel 68 was the department's primary all-weather multi-purpose craft. In early 2012, vessel 68 suffered a structural failure that precipitated the building of the new vessel, 64, to replace her. Repaired and back in limited service, 68 still plays a valuable backup role, augmenting the City's waterfront vessel assist, rescue and firefighting capabilities.

The current engines on 68, also acquired with a DBW grant in 2008, have over 5,400 hours on them and have been deemed by DBW's equipment inspectors to have served their useful lives and due for replacement. Under ideal circumstances, typically we would get 3,000-4,000 hours out of our engines. This grant will allow the replacement of those engines, thus extending the useful life of vessel 68 as a critical backup.

CONCLUSION

Given the important role vessel 68 still plays in the department and as we continue to evaluate and eventually downsize our fleet, department staff believes it prudent and necessary to keep this vessel in service, and these new grant-funded engines will allow this. Staff recommends the City Council adopt Resolution No. 71-14 accepting this \$50,000 BS&E grant from the California Division of Boating and Waterways towards the purchase of two new engines and outdrives for Harbor Patrol vessel 68.

RESOLUTION NO. 71-14

**RESOLUTION OF THE CITY COUNCIL
OF MORRO BAY, CALIFORNIA
AUTHORIZING THE CITY OF MORRO BAY
TO ENTER INTO 2014/2015 BOATING SAFETY
& ENFORCEMENT GRANT CONTRACT WITH THE STATE OF
CALIFORNIA, DIVISION OF BOATING AND WATERWAYS IN THE
AMOUNT OF \$50,000 FOR THE PURCHASE OF TWO NEW ENGINE
PACKAGES FOR HARBOR PATROL VESSEL 68**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, the City of Morro Bay applied for a grant from the Division of Boating and Waterways (DBW) under the Boating Safety and Enforcement (BS&E) grant program; and

WHEREAS, the City of Morro Bay was awarded a DBW grant in the amount of \$50,000 under the BS&E program for the purchase of two new engine packages for Harbor Patrol vessel 68.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California as follows:

1. The City of Morro Bay is hereby authorized to enter into BS&E contract #C8957115 with DBW for the purchase of two new engine packages for Harbor Patrol vessel 68.
2. Harbor Director Eric Endersby is hereby authorized to execute and act as the City's agent in regard to all aspects of the grant agreement.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 28th day of October, 2014 on the following vote:

AYES:

NOES:

ABSENT:

Jamie L. Irons, Mayor

ATTEST:

Jamie Boucher, City Clerk

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE CITY OF MORRO BAY HARBOR DEPARTMENT

THE TERM OF THIS AGREEMENT IS: OCTOBER 15, 2014 THROUGH JUNE 30, 2029

GRANT TITLE: LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

GRANT NUMBER: C8957115

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The General and Special Provisions attached are made a part of and incorporated into the Agreement.

Grantee: City of Morro Bay
Harbor Department

Agency: Department of Parks and Recreation,
Division of Boating and Waterways
ATTN: Corrina Dugger

Address: 1275 Embarcadero
Morro Bay, CA 93442

Address: One Capitol Mall, Suite 500
Sacramento, CA 95814

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

(Printed Name and Title of Authorized Representative)

RAMONA FERNANDEZ, CHIEF OF OPERATIONS
(Printed Name and Title of Authorized Representative)

Date _____

Date _____

CERTIFICATE OF FUNDING

CONTRACT NO C8957115	AMENDMENT NO	CALSTARS VENDOR NO 4000000048-02		PROJECT NO
AMOUNT ENCUMBERED BY THIS DOCUMENT \$50,000.00	FUND TITLE Federal Trust Fund #0890		AGENCY BILLING CODE NO 032011	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	ITEM 3790-101-0890	CHAPTER 25	STATUTE 14	FISCAL YEAR 2014/2015
TOTAL AMOUNT ENCUMBERED TO DATE \$50,000.00	INDEX 1706	OBJECT CODE 702	PCA CODE 68110	PROJECT/WORK PHASE
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE		DATE	

"FOR STATE USE ONLY" Please do not sign in this section

***BOATING SAFETY AND ENFORCEMENT
GRANT AGREEMENT***

CITY OF MORRO BAY HARBOR DEPARTMENT

EQUIPMENT GRANT # C8957115



**State of California
Department of Parks and Recreation
Division of Boating and Waterways**

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**BOATING SAFETY AND ENFORCEMENT GRANT
EQUIPMENT AND OPERATION CONTRACT**

This GRANT AGREEMENT #C8957115, is entered into on October 15, 2014 between the California Department of Parks and Recreation, Division of Boating and Waterways (DEPARTMENT) and the CITY OF MORRO BAY, HARBOR DEPARTMENT (GRANTEE).

The DEPARTMENT and the GRANTEE agree as follows:

1. **CONTRACT**

This CONTRACT includes **EXHIBIT A**, Standard Terms and Conditions, **EXHIBIT B**, General Terms and Conditions, **EXHIBIT C**, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and **EXHIBIT D**, Circular No. A-128, Audits of State and Local Government, **EXHIBIT E**, Suggested Language for Recycling Certification, Contractor Certification Clauses, DVBE and Darfur, **EXHIBIT F**, Darfur Contracting Act.

2. **GRANT**

The DEPARTMENT will make a grant to the GRANTEE of up to \$50,000.00, (FIFTY-THOUSAND DOLLARS AND NO/100 (\$50,000.00)). This GRANT shall not exceed this amount, shall be made using Federal funds, and shall be used to purchase MISCELLANEOUS EQUIPMENT (engines) accordance with **EXHIBIT A**.

3. **PURCHASE COMPLETION DATE**

The EQUIPMENT purchase shall be completed no later than June 30, 2015. The DEPARTMENT will make payment under this CONTRACT upon receipt of a written request by the GRANTEE as specified in Article III and XIII of **EXHIBIT A** attached hereto.

4.SPECIAL PROVISIONS

- (a) GRANTEE hereby certifies that the obligations created by this CONTRACT do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- (b) This CONTRACT is not fully executed until signed by the DEPARTMENT, GRANTEE, and approved by the Department of General Services, if required. Grantee may not go out to bid until CONTRACT is fully executed and equipment specifications have been approved by the DEPARTMENT.
- (c) GRANTEE hereby certifies that during the performance of this CONTRACT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of Disabled Veteran business participation goals as set forth in ARTICLE XVI, **Disabled Veteran Business Enterprise Participation Requirements**, ARTICLE XVII, **Recycling Certification**, and ARTICLE XVIII, **CONTRACTORS CERTIFICATION CLAUSES**.
- (d) GRANTEE shall continue with the responsibilities of this CONTRACT during any dispute.
- (e) Notices required between the DEPARTMENT and the GRANTEE shall be deemed to have been given when mailed to the respective addresses, first-class postage fully prepaid thereon.

EXHIBIT A

STANDARD TERMS AND CONDITIONS FOR BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANT AGREEMENT

ARTICLE I — DEFINITIONS

- A. **GRANT AGREEMENT** means the contract to which these standard terms and conditions are appended.
- B. **EQUIPMENT** means a DEPARTMENT approved electronics, power plant and other equipment purchased for use in boating safety and law enforcement activities.
- C. **PURCHASE COSTS** means those costs incurred by the GRANTEE in purchasing the EQUIPMENT; such PURCHASE COSTS shall not include any operation and maintenance costs, nor any costs incurred prior to the effective date of this CONTRACT, nor any indirect or overhead costs claimed by the GRANTEE.
- D. **GRANTEE FUNDS** mean any funds provided by the GRANTEE for the operation and maintenance of the EQUIPMENT.
- E. **GRANT** means a grant, using FEDERAL FUNDS, made by the DEPARTMENT to the GRANTEE to finance all or part of the PURCHASE COSTS.

ARTICLE II — TERM OF CONTRACT

- A. The term of this CONTRACT shall begin on the effective date of the CONTRACT and shall continue for FIFTEEN [15] YEARS from such date unless terminated earlier in accordance with the terms and conditions of this CONTRACT.

- B. No amendment or variation of the terms of this CONTRACT shall be valid unless made in writing, signed by the DEPARTMENT, GRANTEE, AND approved as required. No oral understanding or CONTRACT not incorporated in the CONTRACT is binding on any of the parties.

ARTICLE III — DISBURSEMENT OF GRANT

- A. The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval of the DEPARTMENT of the type and cost of the EQUIPMENT and attendant equipment.
- B. The DEPARTMENT will reimburse the GRANTEE through the GRANT for the PURCHASE COSTS of the EQUIPMENT.
- C. The DEPARTMENT may make payment under this CONTRACT upon receipt of a written payment request by the GRANTEE, such request shall be substantiated by invoices or other such evidence of PURCHASE COSTS and a signed certification that the GRANTEE complied with procurement procedures as outlined in ARTICLE XIII.

ARTICLE IV — EQUIPMENT OWNERSHIP

The DEPARTMENT shall be the legal owner of the EQUIPMENT. The GRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the EQUIPMENT without the prior written approval of the DEPARTMENT.

ARTICLE V — OPERATION AND MAINTENANCE OF EQUIPMENT

- A. The GRANTEE shall use the EQUIPMENT for the purposes of boating safety and law enforcement and shall keep the EQUIPMENT available for search and rescue operations.

ARTICLE V — OPERATION AND MAINTENANCE OF EQUIPMENT(CONTINUED)

- B.** The GRANTEE shall be responsible for the costs of operating and maintaining the EQUIPMENT; the DEPARTMENT shall not be liable for such costs.
- C.** The GRANTEE shall maintain the EQUIPMENT in good repair.
- D.** The GRANTEE, at its own expense, agrees to replace the EQUIPMENT if it is destroyed or rendered useless prior to the expiration of this GRANT.
- E.** Representatives, agents or employees of the GRANTEE in the performance of this GRANT shall act in independent capacity and not as officers, employees or agents of the DEPARTMENT.
- F.** The GRANTEE shall keep complete and accurate records of all expenditures pertaining to the purchase of additional equipment and the operation and maintenance of the EQUIPMENT; such records shall be available and open to the DEPARTMENT at all reasonable times for inspection and audit by any authorized representative of the DEPARTMENT.

ARTICLE VI – TERMINATION OF GRANT

- A.** Either DEPARTMENT or GRANTEE may unilaterally terminate this GRANT if a material breach of the GRANT is made by the other; such termination shall become effective NINETY [90] DAYS following the date of receipt by either the DEPARTMENT or the GRANTEE of a written notice of termination from the party initiating the termination.
- B.** The GRANTEE may terminate this GRANT if the GRANTEE becomes financially or legally unable to comply with the terms and conditions of this GRANT; such termination shall become effective NINETY [90] DAYS following receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.
- C.** The DEPARTMENT may terminate this GRANT immediately and be relieved of any payments should the legislative body of the GRANTEE fail to appropriate GRANTEE FUNDS or if the

GRANTEE fails to perform the requirements of this Agreement at the time and in the manner herein provided; such termination to become effective upon receipt by the GRANTEE of a written termination notice from the DEPARTMENT.

- D. This GRANT shall terminate three years after the effective date specified on page 1 of the GRANT if the GRANTEE has not received all of the GRANT prior to such date.

ARTICLE VII — REVERSION OF EQUIPMENT TO DEPARTMENT

If, for any reason whatsoever, this GRANT is terminated prior to the expiration of the term of the GRANT, then the GRANTEE shall deliver the EQUIPMENT to the DEPARTMENT and shall execute any document necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach of this GRANT which may be available to the DEPARTMENT.

ARTICLE VIII — LIABILITY

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this GRANT.
- B. Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GRANTEE in the performance of this Agreement. GRANTEE warrants, represents and agrees that it and its subcontractors, employees

and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this agreement.

- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

ARTICLE IX — WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this GRANT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with this GRANT shall not be deemed to be a waiver with respect to any other default or matter.

ARTICLE X — REMEDIES NOT EXCLUSIVE

The use by either the DEPARTMENT or GRANTEE of any remedy specified in this GRANT for the enforcement of this GRANT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE XI — OPINIONS AND DETERMINATIONS

Where the terms of GRANT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE XII — ASSIGNMENT OR TRANSFER OF EQUIPMENT

No assignment or transfer of this GRANT or any part hereof, rights hereunder, or interest herein by GRANTEE shall be valid unless and until it is approved by the DEPARTMENT and made subject to such reasonable terms and conditions as the DEPARTMENT may impose.

ARTICLE XIII — PROCUREMENT PROCEDURES

- A. The GRANTEE may use its own procurement procedures which reflect applicable State and Local laws and regulations, provided that the procedures conform to applicable Federal law, the standards identified in EXHIBIT C, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and the specifications prepared by the GRANTEE and approved by the DEPARTMENT. **There shall be no changes, corrections, modifications or exceptions to DEPARTMENT approved specifications without advance approval by the DEPARTMENT.**
- B. Procurement procedures for boats must be invitation for Bids. Please pay special attention to the specific procurement standards regarding advertising **by your department**, adequate purchase descriptions, sealed bids, and public openings.
- C. Procurement procedures used by the GRANTEE must conform to State law and regulations regarding **Disabled Veteran Business Enterprise Participation Requirements**, ARTICLE XVI, **Recycling Certification**, ARTICLE XVII, AND **CONTRACTORS CERTIFICATION CLAUSES**, ARTICLE XVIII. The GRANTEE is responsible, in its sole discretion, for the review of all bids for compliance.
- D. **EQUIPMENT AND ELECTRONICS PROCEDUREMENT PROCEDURES:**
Grantee must obtain at least three (3) bids or rate quotations from qualified sources for each item that has a unit cost of \$5,000 or more. The bids may be obtained over the phone, but must

be verified with a fax or original copy from the vendor, and must include the make, model, size, name of vendor, date, and cost of item.

E. AWARDING AGENCY REVIEW

(1) Grantees and sub-grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or services specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub-grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub-grantees must on request make available for Awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(A) A grantee's or sub-grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(B) The procurement is expected to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(C) The proposed award is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(D) A proposed GRANT modification changes the scope of a contract.

(3) A grantee or sub-grantee will be exempt from the pre-award review in paragraph (D)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(A) A grantee or sub-grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there

is a continuous high-dollar funding, a third-party contracts are awarded on a regular basis.

(B) A grantee or sub-grantee may self-certify its Procurement system. Such self-certification shall not Limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub-grantee that it is complying with these standards. A grantee or sub-grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

ARTICLE XIV - SUBJECT TO AUDIT

GRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., and CCR Title 2, Section 1896).

ARTICLE XV — NON-DISCRIMINATION CLAUSE

A. During the performance of this GRANT, GRANTEE and its sub grantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. GRANTEES and sub-grantees shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. GRANTEES and sub-grantees shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the

applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), are set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations and are incorporated into this GRANT by reference and made a part hereof as if set forth in full. GRANTEE and sub-grantees shall give written notice of their obligations under this clause to labor organization with which they have a collective bargaining or other agreement.

- B. GRANTEE shall include the non-discrimination and compliance provisions of this clause in all sub-grants to perform work under this GRANT.

ARTICLE XVI — DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT

- A. State law requires that State contracts have participation goals of 3% for Disabled Veteran Business Enterprises (DVBEs). Local governmental agency contracts where the State retains a proprietary interest must comply with this requirement.
- B. GRANTEE is responsible for advising all prospective bidders of responsibilities and requirements by including specific language in any and all invitations for Bids and Requests for proposals.
- C. The GRANTEE is responsible for reviewing all bids for compliance with the DVBE participation requirement.

ARTICLE XVII — RECYCLING CERTIFICATION

- A. State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200.

Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

- B. GRANTEE is responsible for advising all prospective bidders of responsibilities and requirements by including specific language in any and all Invitations for Bids and Requests for Proposals. Suggested language and forms which may be used are attached to this exhibit.
- C. The GRANTEE is responsible for reviewing all bids for compliance with Recycling Certification requirement.

ARTICLE XVIII — CONTRACTOR CERTIFICATION CLAUSES

- A. The CONTRACTOR CERTIFICATION CLAUSES contained in document CCC307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- B. GRANTEE is responsible for advising all prospective bidders of responsibilities and requirements by including specific language in any and all Invitations for Bids and Requests for Proposals. Suggested language and forms which may be used are attached to this exhibit.
- C. The GRANTEE is responsible for reviewing all bids for compliance with Recycling Certification requirement.

ARTICLE XIX — DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT

If the GRANTEE has contributed money other than GRANT funds to cover the payment of PURCHASE COSTS, and in the event of a sale of the EQUIPMENT after the expiration or termination of this GRANT or the reversion of the EQUIPMENT to the DEPARTMENT, then the proceeds of the EQUIPMENT sale shall be distributed between the DEPARTMENT and the GRANTEE in proportion to their respective contributions in paying the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled \$100,000 and the GRANT contribution amounts to \$60,000, then the DEPARTMENT would receive 60% of the EQUIPMENT sale proceeds and the GRANTEE would receive 40%.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the

State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This GRANT is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid.

Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If this GRANT Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If this GRANT Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT C

[Code of Federal Regulations]

[Title 49, Volume 1, Parts 1 to 99]

[Revised as of October 1, 1997]

From the U.S. Government Printing Office via GPO Access

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TITLE 49—TRANSPORTATION

Subtitle A—Office of the Secretary of Transportation

PART 18—UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Subpart A—General

Sec.

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Authority: 49 U.S.C. 322(a). Source: 53 FR 8086 and 8087, Mar. 11, 1988, unless otherwise noted.

Editorial Note: For additional information, see related documents published at 49 FR 24958, June 18, 1984, 52 FR 20198, May 29, 1987, and 53 FR 8028, March 11, 1988.

A—General

Sec. 18.1 Purpose and scope of this part.

This part establishes uniform administrative rules for Federal grants and cooperative agreements and sub awards to State, local and Indian tribal governments.

Sec. 18.2 Scope of subpart.

This subpart contains general rules pertaining to this part and procedures for control of exceptions from this part.

Sec. 18.3 Definitions.

As used in this part:

Accrued expenditures mean the charges incurred by the grantee during a given period requiring the provision of funds for:

- (1) Goods and other tangible property received;
- (2) services performed by employees, contractors, sub grantees, subcontractors, and other payees; and
- (3) other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other benefit payments.

Accrued income means the sum of:

- (1) Earnings during a given period from services performed by the grantee and goods and other tangible property delivered to purchasers, and
- (2) amounts becoming owed to the grantee for which no current services or performance is required by the grantee.

Acquisition cost of an item of purchased equipment means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired.

Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices. Administrative requirements mean those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from "programmatically" requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

Awarding agency means:

- (1) with respect to a grant, the Federal agency,
- (2) with respect to a sub grant, the party that awarded the sub grant.

Cash contributions means the grantee's cash outlay, including the outlay of money contributed to the grantee or sub grantee by other public agencies and institutions, and private organizations and individuals. When authorized by Federal legislation, Federal funds received from other assistance agreements may be considered as grantee or sub grantee cash contributions.

Contract means (except as used in the definitions for "grant" and "sub grant" in this section and except where qualified by "Federal") a procurement contract under a grant or sub grant, and means a procurement subcontract under a contract.

Cost sharing or matching means the value of the third party in-kind contributions and the portion of the costs of a federally assisted project or program not borne by the Federal Government.

Cost-type contract means a contract or subcontract under a grant in which the contractor or subcontractor is paid on the basis of the costs it incurs, with or without a fee.

Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

Expenditure report means:

- (1) For non-construction grants, the SF-269 "Financial Status Report" (or other equivalent report);
- (2) for construction grants, the SF-271 "Outlay Report and Request for Reimbursement" (or other equivalent report).

Grant means an award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the Federal Government to an eligible grantee. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Also, the term does not include assistance, such as a fellowship or other lump sum award, which the grantee is not required to account for.

Grantee means the government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

Local government means a county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937) school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

Obligations means the amounts of orders placed, contracts and sub grants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

OMB means the United States Office of Management and Budget.

Outlays (expenditures) mean charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and sub grantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in kind contributions applied, and the new increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, sub grantees, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.

Percentage of completion method refers to a system under which payments are made for construction work according to the percentage of completion of the work, rather than to the grantee's cost incurred.

Prior approval means documentation evidencing consent prior to incurring specific cost.

Real property means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Share, when referring to the awarding agency's portion of real property, equipment or supplies, means the same percentage as the awarding agency's portion of the acquiring party's total costs under the grant to which the acquisition costs of the property was charged. Only costs are to be counted—not the value of third-party in-kind contributions.

State means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments. The term does not include any public and Indian housing agency under United States Housing Act of 1937.

Sub grant means an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible sub grantee. The term includes financial assistance when provided by contractual legal agreement, but does not include procurement purchases, nor does it include any form of assistance which is excluded from the definition of “grant” in this part.

Sub grantee means the government or other legal entity to which a sub grant is awarded and which is accountable to the grantee for the use of the funds provided.

Supplies means all tangible personal property other than “equipment” as defined in this part. Suspension means depending on the context, either:

- (1) temporary withdrawal of the authority to obligate grant funds pending corrective action by the grantee or sub grantee or a decision to terminate the grant, or
- (2) an action taken by a suspending official in accordance with agency regulations implementing E.O. 12549 to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

Termination means permanent withdrawal of the authority to obligate previously-awarded grant funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the grantee or sub grantee. “Termination” does not include:

- (1) Withdrawal of funds awarded on the basis of the grantee's underestimate of the un-obligated balance in a prior period;
- (2) Withdrawal of the un-obligated balance as of the expiration of a grant;
- (3) Refusal to extend a grant or award additional funds, to make a competing or non-competing continuation, renewal, extension, or supplemental award; or

- (4) voiding of a grant upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Terms of a grant or sub grant mean all requirements of the grant or sub grant, whether in statute, regulations, or the award document.

Third party in-kind contributions mean property or services which benefit a federally assisted project or program and which are contributed by non-Federal third parties without charge to the grantee, or a cost-type contractor under the grant agreement.

Un-liquidated obligations for reports prepared on a cash basis mean the amount of obligations incurred by the grantee that has not been paid. For reports prepared on an accrued expenditure basis, they represent the amount of obligations incurred by the grantee for which an outlay has not been recorded.

Un-obligated balance means the portion of the funds authorized by the Federal agency that has not been obligated by the grantee and is determined by deducting the cumulative obligations from the cumulative funds authorized.

Sec. 18.4 Applicability.

(a) General. Subparts A through D of this part apply to all grants and sub grants to governments, except where inconsistent with Federal statutes or with regulations authorized in accordance with the exception provision of Sec. 18.6, or:

(1) Grants and sub grants to State and local institutions of higher education or State and local hospitals.

(2) The block grants authorized by the Omnibus Budget Reconciliation Act of 1981 (Community Services; Preventive Health and Health Services; Alcohol, Drug Abuse, and Mental Health Services; Maternal and Child Health Services; Social Services; Low-Income Home Energy Assistance; States' Program of Community Development Block Grants for Small Cities; and Elementary and Secondary Education other than programs administered by the Secretary of Education under title V, subtitle D, chapter 2, Section 583—the Secretary's discretionary grant program) and titles I-III of the Job Training Partnership Act of 1982 and under the Public Health Services Act (Section 1921), Alcohol and Drug Abuse Treatment and Rehabilitation Block Grant and part C of title V, Mental Health Service for the Homeless Block Grant).

(3) Entitlement grants to carry out the following programs of the Social Security Act:

(i) Aid to Needy Families with Dependent Children (title IV-A of the Act, not including the Work Incentive Program (WIN) authorized by section 402(a)19(G); HHS grants for WIN are subject to this part);

(ii) Child Support Enforcement and Establishment of Paternity (title IV-D of the Act);

(iii) Foster Care and Adoption Assistance (title IV-E of the Act);

(iv) Aid to the Aged, Blind, and Disabled (titles I, X, XIV, and XVI-AABD of the Act); and

(v) Medical Assistance (Medicaid) (title XIX of the Act) not including the State Medicaid Fraud Control program authorized by section 1903(a)(6)(B).

(4) Entitlement grants under the following programs of The National School Lunch Act:

(i) School Lunch (section 4 of the Act),

(ii) Commodity Assistance (section 6 of the Act),

(iii) Special Meal Assistance (section 11 of the Act),

(iv) Summer Food Service for Children (section 13 of the Act), and

(v) Child Care Food Program (section 17 of the Act).

(5) Entitlement grants under the following programs of The Child Nutrition Act of 1966:

(i) Special Milk (section 3 of the Act), and

(ii) School Breakfast (section 4 of the Act).

- (6) Entitlement grants for State Administrative expenses under The Food Stamp Act of 1977 (section 16 of the Act).
 - (7) A grant for an experimental, pilot, or demonstration project that is also supported by a grant listed in paragraph (a)(3) of this section;
 - (8) Grant funds awarded under subsection 412(e) of the Immigration and Nationality Act (8 U.S.C. 1522(e)) and subsection 501(a) of the Refugee Education Assistance Act of 1980 (Pub. L.96-422, 94 Stat. 1809), for cash assistance, medical assistance, and supplemental security income benefits to refugees and entrants and the administrative costs of providing the assistance and benefits;
 - (9) Grants to local education agencies under 20 U.S.C. 236 through 241-1(a), and 242 through 244 (portions of the Impact Aid program), except for 20 U.S.C. 238(d)(2)(c) and 240(f) (Entitlement Increase for Handicapped Children); and
 - (10) Payments under the Veterans Administration's State Home Per Diem Program (38 U.S.C. 641(a)).
- (b) Entitlement programs. Entitlement programs enumerated above in Sec. 18.4(a) (3) through (8) are subject to subpart E.

Sec. 18.5 Effect on other issuance's.

All other grants administration provisions of codified program regulations, program manuals, handbooks and other nonregulatory materials which are inconsistent with this part are superseded, except to the extent they are required by statute, or authorized in accordance with the exception provision in Sec. 18.6.

Sec. 18.6 Additions and exceptions.

- (a) For classes of grants and grantees subject to this part, Federal agencies may not impose additional administrative requirements except in codified regulations published in the Federal Register.
- (b) Exceptions for classes of grants or grantees may be authorized only by OMB.
 - (1) All Departmental requests for exceptions shall be processed through the Assistant Secretary of Administration.
 - (2) [Reserved]
- (c) Exceptions on a case-by-case basis and for subgrantees may be authorized by the affected Federal agencies.
 - (1) All case-by-case exceptions may be authorized by the affected operating administrations or departmental offices, with the concurrence of the Assistant Secretary for Administration.
 - (2) [Reserved]

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 60 FR 19646, Apr. 19, 1995]

Subpart B—Pre-Award Requirements

Sec. 18.10 Forms for applying for grants.

- (a) Scope.
 - (1) This section prescribes forms and instructions to be used by governmental organizations (except hospitals and institutions of higher education operated by a government) in applying for grants. This section is not applicable, however, to formula grant programs which do not require applicants to apply for funds on a project basis.
 - (2) This section applies only to applications to Federal agencies for grants, and is not required to be applied by grantees in dealing with applicants for sub grants. However, grantees are encouraged to avoid more detailed or burdensome application requirements for sub grants.

- (3) Forms and procedures for Federal Highway Administration (FHWA) projects are contained in 23 CFR part 630, subpart B, 23 CFR part 420, subpart A, and 49 CFR part 450.
- (b) Authorized forms and instructions for governmental organizations.
- (1) In applying for grants, applicants shall only use standard application forms or those prescribed by the granting agency with the approval of OMB under the Paperwork Reduction Act of 1980.
- (2) Applicants are not required to submit more than the original and two copies of preapplications or applications.
- (3) Applicants must follow all applicable instructions that bear OMB clearance numbers. Federal agencies may specify and describe the programs, functions, or activities that will be used to plan, budget, and evaluate the work under a grant. Other supplementary instructions may be issued only with the approval of OMB to the extent required under the Paperwork Reduction Act of 1980. For any standard form, except the SF-424 face sheet, Federal agencies may shade out or instruct the applicant to disregard any line item that is not needed.
- (4) When a grantee applies for additional funding (such as a continuation supplemental award) or amends a previously submitted application, only the affected pages need be submitted. Previously submitted pages with information that is still current need not be resubmitted. [53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988] Sec. 18.11 State plans.
- (a) Scope. The statutes for some programs require States to submit plans before receiving grants. Under regulations implementing Executive Order 12372, "Intergovernmental Review of Federal Programs," States are allowed to simplify, consolidate and substitute plans. This section contains additional provisions for plans that are subject to regulations implementing the Executive order.
- (b) Requirements. A State need meet only Federal administrative or programmatic requirements for a plan that are in statutes or codified regulations.
- (c) Assurances. In each plan the State will include an assurance that the State shall comply with all applicable Federal statutes and regulations in effect with respect to the periods for which it receives grant funding. For this assurance and other assurances required in the plan, the State may:
- (1) Cite by number the statutory or regulatory provisions requiring the assurances and affirm that it gives the assurances required by those provisions,
- (2) Repeat the assurance language in the statutes or regulations, or
- (3) Develop its own language to the extent permitted by law.
- (d) Amendments. A State will amend a plan whenever necessary to reflect:
- (1) New or revised Federal statutes or regulations or
- (2) a material change in any State law, organization, policy, or State agency operation. The State will obtain approval for the amendment and its effective date but need submit for approval only the amended portions of the plan.

Sec. 18.12 Special grant or sub grant conditions for "high-risk" grantees.

- (a) A grantee or sub grantee may be considered "high risk" if an awarding agency determines that a grantee or sub grantee:
- (1) Has a history of unsatisfactory performance, or
- (2) Is not financially stable, or
- (3) Has a management system which does not meet the management standards set forth in this part, or
- (4) Has not conformed to terms and conditions of previous awards, or

- (5) Is otherwise not responsible; and if the awarding agency determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- (b) Special conditions or restrictions may include:
- (1) Payment on a reimbursement basis;
 - (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
 - (3) Requiring additional, more detailed financial reports;
 - (4) Additional project monitoring;
 - (5) Requiring the grantee or sub grantee to obtain technical or management assistance; or
 - (6) Establishing additional prior approvals.
- (c) If an awarding agency decides to impose such conditions, the awarding official will notify the grantee or sub grantee as early as possible, in writing, of:
- (1) The nature of the special conditions/restrictions;
 - (2) The reason(s) for imposing them;
 - (3) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
 - (4) The method of requesting reconsideration of the conditions/ restrictions imposed.

Subpart C—Post-Award Requirements

Financial Administration

Sec. 18.20 Standards for financial management systems.

- (a) A State must expand and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its sub grantees and cost-type contractors, must be sufficient to—
- (1) Permit preparation of reports required by this part and the statutes authorizing the grant, and
 - (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
- (b) The financial management systems of other grantees and sub grantees must meet the following standards:
- (1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant or sub grant.
 - (2) Accounting records. Grantees and sub grantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
 - (3) Internal control. Effective control and accountability must be maintained for all grant and sub grant cash, real and personal property, and other assets. Grantees and sub grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
 - (4) Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant or sub grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or sub grant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

(5) Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant and sub grant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.

(6) Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub grant award documents, etc.

(7) Cash management. Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by grantees and sub grantees must be followed whenever advance payment procedures are used. Grantees must establish reasonable procedures to ensure the receipt of reports on sub grantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. When advances are made by letter-of-credit or electronic transfer of funds methods, the grantee must make drawdowns as close as possible to the time of making disbursements. Grantees must monitor cash drawdowns by their sub grantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees.

(c) An awarding agency may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

(d) Certain Urban Mass Transportation Administration (UMTA) grantees shall comply with the requirements of section 15 of the Urban Mass Transportation (UMT) Act of 1964, as amended, as implemented by 49 CFR part 630, regarding a uniform system of accounts and records and a uniform reporting system for certain grantees.[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988]

Sec. 18.21 Payment.

(a) Scope. This section prescribes the basic standard and the methods under which a Federal agency will make payments to grantees, and grantees will make payments to sub grantees and contractors.

(b) Basic standard. Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or sub grantee, in accordance with Treasury regulations at 31 CFR part 205.

(c) Advances. Grantees and sub grantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or sub grantee.

(d) Reimbursement. Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and sub grantees may also be paid by reimbursement for any construction grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee or sub grantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or sub grantee will be based on the grantee's or sub grantee's actual rate of disbursement.

(e) Working capital advances. If a grantee cannot meet the criteria for advance payments described in paragraph (c) of this section, and the Federal agency has determined that reimbursement is not feasible because the grantee lacks sufficient working capital, the awarding agency may provide cash or a working capital advance basis. Under this procedure the awarding agency shall advance cash to the grantee to cover its estimated disbursement needs for an initial period generally geared to the grantee's disbursing cycle. Thereafter, the awarding agency shall reimburse the grantee for its actual cash disbursements.

The working capital advance method of payment shall not be used by grantees or sub grantees if the reason for using such method is the unwillingness or inability of the grantee to provide timely advances to the sub grantee to meet the sub grantee's actual cash disbursements.

- (f) Effect of program income, refunds, and audit recoveries on payment.
- (1) Grantees and sub grantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.
 - (2) Except as provided in paragraph (f) (1) of this section, grantees and sub grantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.
- (g) Withholding payments.
- (1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or sub grantees unless—
 - (i) The grantee or sub grantee has failed to comply with grant award conditions or
 - (ii) The grantee or sub grantee is indebted to the United States.
 - (2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with Sec. 18.43(c).
 - (3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or sub grantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or sub grantees actually disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (h) Cash depositories.
- (1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and sub grantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.
 - (2) A grantee or sub grantee shall maintain a separate bank account only when required by Federal-State agreement.
 - (i) Interest earned on advances. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self Determination Act (23 U.S.C. 450), grantees and sub grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub grantee may keep interest amounts up to \$100 per year for administrative expenses.
- (j) 23 U.S.C. 121 limits payments to States for highway construction projects to the Federal share of the costs of construction incurred to date, plus the Federal share of the value of stockpiled materials.
- (k) Section 404 of the Surface Transportation Assistance Act of 1982 directs the Secretary to reimburse States for the Federal share of costs incurred. [53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988]

Sec. 18.22 Allowable costs.

- (a) Limitation on use of funds. Grant funds may be used only for:
- (1) The allowable costs of the grantees, sub grantees and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and

(2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or sub grantee.

(b) Applicable cost principles. For each kind of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

For the costs of a—	Use the principles in—
State, local or Indian tribal government...	OMB Circular A-87.
Private nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122.
Educational institutions.....	OMB Circular A-21.
For-profit organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular.	48 CFR part 31. Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the Federal agency.

(c) The overhead cost principles of OMB Circular A-87 shall not apply to State highway agencies for FHWA funded grants.

(d) Sections 3(1) and 9(p) of the UMT Act of 1964, as amended, authorize the Secretary to include in the net project cost eligible for Federal assistance, the amount of interest earned and payable on bonds issued by the State or local public body to the extent that the proceeds of such bonds have actually been expended in carrying out such project or portion thereof. Limitations are established in sections 3 and 9 of the UMT Act of 1964, as amended.

(e) Section 9 of the UMT Act of 1964, as amended, authorizes grants to finance the leasing of facilities and equipment for use in mass transportation services provided leasing is more cost effective than acquisition or construction.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988]

Sec. 18.23 Period of availability of funds.

(a) General. Where a funding period is specified, a grantee may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

(b) Liquidation of obligations. A grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period (or as specified in a program regulation) to coincide with the submission of the annual Financial Status Report (SF-269). The Federal agency may extend this deadline at the request of the grantee.

Sec. 18.24 Matching or cost sharing.

(a) Basic rule: Costs and contributions acceptable. With the qualifications and exceptions listed in paragraph (b) of this section, a matching or cost sharing requirement may be satisfied by either or both of the following:

- (1) Allowable costs incurred by the grantee, sub grantee or a cost-type contractor under the assistance agreement. This includes allowable costs borne by non-Federal grants or by others cash donations from non-Federal third parties.
- (2) The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirements applies.

(b) Qualifications and exceptions—

- (1) Costs borne by other Federal grant agreements. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant. This prohibition does not apply to income earned by a grantee or sub grantee from a contract awarded under another Federal grant.
- (2) General revenue sharing. For the purpose of this section, general revenue sharing funds distributed under 31 U.S.C. 6702 are not considered Federal grant funds.
- (3) Cost or contributions counted towards other Federal costs-sharing requirements. Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds.
- (4) Costs financed by program income. Costs financed by program income, as defined in Sec. 18.25, shall not count towards satisfying a cost sharing or matching requirement unless they are expressly permitted in the terms of the assistance agreement. (This use of general program income is described in Sec. 18.25(g).)
- (5) Services or property financed by income earned by contractors. Contractors under a grant may earn income from the activities carried out under the contract in addition to the amounts earned from the party awarding the contract. No costs of services or property supported by this income may count toward satisfying a cost sharing or matching requirement unless other provisions of the grant agreement expressly permit this kind of income to be used to meet the requirement.
- (6) Records. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and sub grantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs.
- (7) Special standards for third party in-kind contributions.
 - (i) Third party in-kind contributions count towards satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.
 - (ii) Some third party in-kind contributions are goods and services that, if the grantee, sub grantee, or contractor receiving the contribution had to pay for them, the payments would have been an indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, sub grantee or

contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions.

(iii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in:

(A) An increase in the services or property provided under the contract (without additional cost to the grantee or sub grantee) or

(B) A cost savings to the grantee or sub grantee.

(iv) The values placed on third party in-kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable.

(8) 23 U.S.C. 121(a) permits reimbursement for actual construction cost incurred by States for highway construction projects. Except for private donations of right-of-way, contributions and donations shall not be considered State costs, and shall not be allowable for matching purposes for highway construction contracts. 23 U.S.C. 323 permits private donations of right-of-way to be used for a State's matching share, and establishes procedures for determining the fair market value of such donated right-of-way.

(9) Section 4(a) of the UMT Act of 1964, as amended, provides that the Federal grant for any project to be assisted under section 3 of the UMT Act of 1964, as amended, shall be in an amount equal to 75 percent of the net project costs. Net project cost is defined as that portion of the cost of the project which cannot be reasonably financed from revenues.

(10) Section 18(e) of the UMT Act of 1964, as amended, limits the Federal share to 80 percent of the net cost of construction, as determined by the Secretary of Transportation. The Federal share for the payment of subsidies for operating expenses, as defined by the Secretary, shall not exceed 50 percent of the net cost of such operating expense projects.

(c) Valuation of donated services—

(1) Volunteer services. Unpaid services provided to a grantee or sub grantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee's or sub grantee's organization. If the grantee or sub grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation. Employees of other organizations. When an employer other than a grantee, sub grantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (c)(1) of this section applies.

(3) Section 5(g) of the Department of Transportation Act (49 U.S.C. 1654(g)) limits in-kind service contributions under the local Rail Service Assistance Program to "the cash equivalent of State salaries for State public employees working in the State rail assistance program, but not including overhead and general administrative costs."

(d) Valuation of third party donated supplies and loaned equipment or space.

(1) If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.

(2) If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space.

(e) Valuation of third party donated equipment, buildings, and land. If a third party donates equipment, buildings, or land, and title passes to a grantee or sub grantee, the treatment of the donated property will depend upon the purpose of the grant or sub grant, as follows:

(1) Awards for capital expenditures. If the purpose of the grant or sub grant is to assist the grantee or sub grantee in the acquisition of property, the market value of that property at the time of donation may be counted as cost sharing or matching;

(2) Other awards. If assisting in the acquisition of property is not the purpose of the grant or sub grant, paragraphs (e)(2)(i) and (ii) of this section apply:

(i) If approval is obtained from the awarding agency, the market value at the time of donation of the donated equipment or buildings and the fair rental rate of the donated land may be counted as cost sharing or matching. In the case of a sub grant, the terms of the grant agreement may require that the approval be obtained from the Federal agency as well as the grantee. In all cases, the approval may be given only if a purchase of the equipment or rental of the land would be approved as an allowable direct cost. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost sharing or matching.

(ii) If approval is not obtained under paragraph (e)(2)(i) of this section, no amount may be counted for donated land, and only depreciation or use allowances may be counted for donated equipment and buildings. The depreciation or use allowances for this property are not treated as third party in-kind contributions. Instead, they are treated as costs incurred by the grantee or sub grantee. They are computed and allocated (usually as indirect costs) in accordance with the cost principles specified in Sec. 18.22, in the same way as depreciation or use allowances for purchased equipment and buildings. The amount of depreciation or use allowances for donated equipment and buildings is based on the property's market value at the time it was donated.

(f) Valuation of grantee or sub grantee donated real property for construction/acquisition. If a grantee or sub grantee donates real property for a construction or facilities acquisition project, the current market value of that property may be counted as cost sharing or matching. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost sharing or matching.

(g) Appraisal of real property. In some cases under paragraphs (d), (e) and (f) of this section, it will be necessary to establish the market value of land or a building or the fair rental rate of land or of space in a building. In these cases, the Federal agency may require the market value or fair rental value be set by an independent appraiser, and that the value or rate be certified by the grantee. This requirement will also be imposed by the grantee on sub grantees.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988]

Sec. 18.25 Program income.

(a) General. Grantees are encouraged to earn income to defray program costs. Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant funds. Except as otherwise provided in regulations of the Federal agency, program income does not include interest on grant funds, rebates, credits, discounts, refunds, etc. and interest earned on any of them.

(b) Definition of program income.

Program income means gross income received by the grantee or sub grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

(c) Cost of generating program income. If authorized by Federal regulations or the grant agreement, costs incident to the generation of program income may be deducted from gross income to determine program income.

(d) Governmental revenues. Taxes, special assessments, levies, fines, and other such revenues raised by a grantee or sub grantee are not program income unless the revenues are specifically identified in the grant agreement or Federal agency regulations as program income.

(e) Royalties. Income from royalties and license fees for copyrighted material, patents, and inventions developed by a grantee or sub grantee is program income only if the revenues are specifically identified in the grant agreement or Federal agency regulations as program income. (See Sec. 18.34.)

(f) Property. Proceeds from the sale of real property or equipment will be handled in accordance with the requirements of Secs. 18.31 and 18.32.

(g) Use of program income. Program income shall be deducted from outlays which may be both Federal and non-Federal as described below, unless the Federal agency regulations or the grant agreement specify another alternative (or a combination of the alternatives). In specifying alternatives, the Federal agency may distinguish between income earned by the grantee and income earned by sub grantees and between the sources, kinds, or amounts of income. When Federal agencies authorize the alternatives in paragraphs (g) (2) and (3) of this section, program income in excess of any limits stipulated shall also be deducted from outlays.

(1) Deduction. Ordinarily program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless the Federal agency authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the Federal agency and grantee contributions rather than to increase the funds committed to the project.

(2) Addition. When authorized, program income may be added to the funds committed to the grant agreement by the Federal agency and the grantee. The program income shall be used for the purposes and under the conditions of the grant agreement.

(3) Cost sharing or matching. When authorized, program income may be used to meet the cost sharing or matching requirement of the grant agreement. The amount of the Federal grant award remains the same.

(4) Section 3(a)(1)(D) of the UMT Act of 1964, as amended, provides that the Secretary shall establish requirements for the use of income derived from appreciated land values for certain UMTA grants. Specific requirements shall be contained in grant agreements.

(5) UMTA grantees may retain program income for allowable capital or operating expenses.

(6) For grants awarded under section 9 of the UMT Act of 1964, as amended, any revenues received from the sale of advertising and concessions in excess of fiscal year 1985 levels shall be excluded from program income.

(7) 23 U.S.C. 156 requires that States shall charge fair market value for the sale, lease, or use of right-of-way airspace for non-transportation purposes and that such income shall be used for projects eligible under 23 U.S.C.

(h) Income after the award period. There are no Federal requirements governing the disposition of program income earned after the end of the award period (i.e., until the ending

date of the final financial report, see paragraph (a) of this section), unless the terms of the agreement or the Federal agency regulations provide otherwise.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988]

Sec. 18.26 Non-Federal audits.

(a) Basic rule. Grantees and sub grantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

(b) Sub grantees. State or local governments, as those terms are defined for purposes of the Single Audit Act Amendments of 1996, that provide Federal awards to a sub grantee, which expends \$300,000 or more (or other amount as specified by OMB) in Federal awards in a fiscal year, shall:

- (1) Determine whether State or local sub grantees have met the audit requirements of the Act and whether sub grantees covered by OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," have met the audit requirements of the Act. Commercial contractors (private for-profit and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. State and local governments should use their own procedures to ensure that the contractor has complied with laws and regulations affecting the expenditure of Federal funds;
- (2) Determine whether the sub grantee spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the sub grantee made in accordance with the Act, Circular A-110, or through other means (e.g., program reviews) if the sub grantee has not had such an audit;
- (3) Ensure that appropriate corrective action is taken within six months after receipt of the audit report in instance of noncompliance with Federal laws and regulations;
- (4) Consider whether sub grantee audits necessitate adjustment of the grantee's own records; and
- (5) Require each sub grantee to permit independent auditors to have access to the records and financial statements.

(c) Auditor selection. In arranging for audit services, Sec. 18.36 shall be followed.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 61 FR 21387, May 10, 1996; 62 FR 45939, 45947, Aug. 29, 1997]

Changes, Property, and Sub Awards

Sec. 18.30 Changes.

(a) General. Grantees and sub grantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency.

(b) Relation to cost principles. The applicable cost principles (see Sec. 18.22) contain requirements for prior approval of certain types of costs. Except where waived, those

requirements apply to all grants and sub grants even if paragraphs (c) through (f) of this section do not.

(c) Budget changes—

(1) Non-construction projects. Except as stated in other regulations or an award document, grantees or sub grantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a non construction award:

(i) Any revision which would result in the need for additional funding.

(ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.

(iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).

(2) Construction projects. Grantees and sub grantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) Combined construction and non-construction projects. When a grant or sub grant provides funding for both construction and non-construction activities, the grantee or sub grantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from non-construction to construction or vice versa.

(d) Programmatic changes. Grantees or sub grantees must obtain the prior approval of the awarding agency whenever any of the following actions is anticipated:

(1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

(2) Need to extend the period of availability of funds.

(3) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.

(4) Under non-construction projects, contracting out, sub granting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award. This approval requirement is in addition to the approval requirements of Sec. 18.36 but does not apply to the procurement of equipment, supplies, and general support services.

(e) Additional prior approval requirements. The awarding agency may not require prior approval for any budget revision which is not described in paragraph (c) of this section.

(f) Requesting prior approval.

(1) A request for prior approval of any budget revision will be in the same budget form the grantee used in its application and shall be accompanied by a narrative justification for the proposed revision.

(2) A request for a prior approval under the applicable Federal cost principles (see Sec. 18.22) may be made by letter.

(3) A request by a sub grantee for prior approval will be addressed in writing to the grantee. The grantee will promptly review such request and shall approve or disapprove the request in writing. A grantee will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the grantee.

If the revision, requested by the sub grantee would result in a change to the grantee's approved project which requires Federal prior approval, the grantee will obtain the Federal agency's approval before approving the sub grantee's request.

Sec. 18.31 Real property.

(a) Title. Subject to the obligations and conditions set forth in this section, title to real property acquired under a grant or sub grant will vest upon acquisition in the grantee or sub grantee respectively.

(b) Use. Except as otherwise provided by Federal statutes, real property will be used for the originally authorized purposes as long as needed for that purposes, and the grantee or sub grantee shall not dispose of or encumber its title or other interests.

(c) Disposition. When real property is no longer needed for the originally authorized purpose, the grantee or sub grantee will request disposition instructions from the awarding agency. The instructions will provide for one of the following alternatives:

(1) Retention of title. Retain title after compensating the awarding agency. The amount paid to the awarding agency will be computed by applying the awarding agency's percentage of participation in the cost of the original purchase to the fair market value of the property. However, in those situations where a grantee or sub grantee is disposing of real property acquired with grant funds and acquiring replacement real property under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sale of property. Sell the property and compensate the awarding agency. The amount due to the awarding agency will be calculated by applying the awarding agency's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When a grantee or sub grantee is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer of title. Transfer title to the awarding agency or to a third-party designated/approved by the awarding agency. The grantee or sub grantee shall be paid an amount calculated by applying the grantee or sub grantee's percentage of participation in the purchase of the real property to the current fair market value of the property.

(d) If the conditions in 23 U.S.C. 103(e) (5), (6), or (7), as appropriate, are met and approval is given by the Secretary, States shall not be required to repay the Highway Trust Fund for the cost of right-of-way and other items when certain segments of the Interstate System are withdrawn.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988]

Sec. 18.32 Equipment.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or sub grant will vest upon acquisition in the grantee or sub grantee respectively.

(b) States. A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and sub grantees will follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment shall be used by the grantee or sub grantee in the program or project for which it was acquired as long as needed, whether or not the project or program

continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or sub grantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in Sec. 18.25(a) to earn program income, the grantee or sub grantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute. (4) When acquiring replacement equipment, the grantee or sub grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or sub grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a grant or sub grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or sub grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub grantee to take excess and disposition actions.

(f) Federal equipment. In the event a grantee or sub grantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or sub grantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or sub grantee will request disposition instructions from the Federal agency.

(g) Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow Sec. 18.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

Sec. 18.33 Supplies.

(a) Title. Title to supplies acquired under a grant or sub grant will vest, upon acquisition, in the grantee or sub grantee respectively.

(b) Disposition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the grantee or sub grantee shall compensate the awarding agency for its share.

Sec. 18.34 Copyrights.

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and

(b) Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.

Sec. 18.35 Sub awards to debarred and suspended parties.

Grantees and sub grantees must not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Sec. 18.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and sub grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

- (2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (3) Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.
- (4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
- (6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (9) Grantees and sub grantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (10) Grantees and sub grantees will use time and material type contracts only—
 - (i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding, (iii)

Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall

set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed—

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 18.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and sub grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 18.22).

Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- (i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
 - (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
 - (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
 - (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
 - (2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
 - (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
 - (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants for construction or repair)
 - (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub grantees when required by Federal grant program legislation)
 - (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
 - (7) Notice of awarding agency requirements and regulations pertaining to reporting.
 - (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - (10) Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - (11) Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
 - (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000)
 - (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- (j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.
- (k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurements utilizing exclusionary or discriminatory specifications.
- (l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

- (m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.
- (n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.
- (o) Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.
- (p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.
- (q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.
- (r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.
- (s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.
- (t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and sub grantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988; 60 FR 19639, 19647, Apr. 19, 1995]

Sec. 18.37 Sub grants.

- (a) States. States shall follow state law and procedures when awarding and administering sub grants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. States shall:
 - (1) Ensure that every sub grant includes any clauses required by Federal statute and executive orders and their implementing regulations;
 - (2) Ensure that sub grantees are aware of requirements imposed upon them by Federal statute and regulation;
 - (3) Ensure that a provision for compliance with Sec. 18.42 is placed in every cost reimbursement sub grant; and
 - (4) Conform any advances of grant funds to sub grantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies.
- (b) All other grantees. All other grantees shall follow the provisions of this part which are applicable to awarding agencies when awarding and administering sub grants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. Grantees shall:
 - (1) Ensure that every sub grant includes a provision for compliance with this part;

- (2) Ensure that every sub grant includes any clauses required by Federal statute and executive orders and their implementing regulations; and
 - (3) Ensure that sub grantees are aware of requirements imposed upon them by Federal statutes and regulations.
- (c) Exceptions. By their own terms, certain provisions of this part do not apply to the award and administration of sub grants:
- (1) Section 18.10;
 - (2) Section 18.11;
 - (3) The letter-of-credit procedures specified in Treasury Regulations at 31 CFR part 205, cited in Sec. 18.21; and
 - (4) Section 18.50.

Reports, Records, Retention, and Enforcement

Sec. 18.40 Monitoring and reporting program performance.

- (a) Monitoring by grantees. Grantees are responsible for managing the day-to-day operations of grant and sub grant supported activities. Grantees must monitor grant and sub grant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.
- (b) Non-construction performance reports. The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.
- (1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.
 - (2) Performance reports will contain, for each grant, brief information on the following:
 - (i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.
 - (ii) The reasons for slippage if established objectives were not met.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
 - (3) Grantees will not be required to submit more than the original and two copies of performance reports.
 - (4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for sub grantees.
- (c) Construction performance reports. For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and sub grants. The Federal agency will

require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(1) Section 12(h) of the UMT Act of 1964, as amended, requires pre-award testing of new buses models.

(2) [Reserved]

(d) Significant developments. Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or sub grant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) Waivers, extensions.

(1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a sub grantee when not needed. The grantee may extend the due date for any performance report from a sub grantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

**[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988]Sec. 18.41
Financial Reporting.**

(a) General.

(1) Except as provided in paragraphs (a) (2) and (5) of this section, grantees will use only the forms specified in paragraphs (a) through (e) of this section, and such supplementary or other forms as may from time to time be authorized by OMB, for:

(i) Submitting financial reports to Federal agencies, or

(ii) Requesting advances or reimbursements when letters of credit are not used.

(2) Grantees need not apply the forms prescribed in this section in dealing with their sub grantees. However, grantees shall not impose more burdensome requirements on sub grantees.

(3) Grantees shall follow all applicable standard and supplemental Federal agency instructions approved by OMB to the extent required under the Paperwork Reduction Act of 1980 for use in connection with forms specified in paragraphs (b) through (e) of this section. Federal agencies may issue substantive supplementary instructions only with the approval of OMB.

Federal agencies may shade out or instruct the grantee to disregard any line item that the Federal agency finds unnecessary for its decision making purposes.

(4) Grantees will not be required to submit more than the original and two copies of forms required under this part.

(5) Federal agencies may provide computer outputs to grantees to expedite or contribute to the accuracy of reporting. Federal agencies may accept the required information from grantees in machine usable format or computer printouts instead of prescribed forms.

(6) Federal agencies may waive any report required by this section if not needed.

(7) Federal agencies may extend the due date of any financial report upon receiving a justified request from a grantee.

(b) Financial Status Report—

(1) Form. Grantees will use Standard

Form 269 or 269A, Financial Status Report, to report the status of funds for all non-construction grants and for construction grants when required in accordance with Sec. 18.41(e)(2)(iii).

(2) Accounting basis. Each grantee will report program outlays and program income on a cash or accrual basis as prescribed by the awarding agency. If the Federal agency requires accrual information and the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system but shall develop such accrual information through an analysis of the documentation on hand.

(3) Frequency. The Federal agency may prescribe the frequency of the report for each project or program. However, the report will not be required more frequently than quarterly. If the Federal agency does not specify the frequency of the report, it will be submitted annually. A final report will be required upon expiration or termination of grant support.

(4) Due date. When reports are required on a quarterly or semiannual basis, they will be due 30 days after the reporting period. When required on an annual basis, they will be due 90 days after the grant year. Final reports will be due 90 days after the expiration or termination of grant support.

(c) Federal Cash Transactions Report—

(1) Form.

(i) For grants paid by letter or credit, Treasury check advances or electronic transfer of funds, the grantee will submit the Standard Form 272, Federal Cash Transactions Report, and when necessary, its continuation sheet, Standard Form 272a, unless the terms of the award exempt the grantee from this requirement.

(ii) These reports will be used by the Federal agency to monitor cash advanced to grantees and to obtain disbursement or outlay information for each grant from grantees. The format of the report may be adapted as appropriate when reporting is to be accomplished with the assistance of automatic data processing equipment provided that the information to be submitted is not changed in substance.

(2) Forecasts of Federal cash requirements. Forecasts of Federal cash requirements may be required in the "Remarks" section of the report.

(3) Cash in hands of sub grantees. When considered necessary and feasible by the Federal agency, grantees may be required to report the amount of cash advances in excess of three days needs in the hands of their sub grantees or contractors and to provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(4) Frequency and due date. Grantees must submit the report no later than 15 working days following the end of each quarter. However, where an advance either by letter of credit or electronic transfer of funds is authorized at an annualized rate of one million dollars or more, the Federal agency may require the report to be submitted within 15 working days following the end of each month.

(d) Request for advance or reimbursement—

(1) Advance payments. Requests for Treasury check advance payments will be submitted on Standard Form 270, Request for Advance or Reimbursement. (This form will not be used for draw downs under a letter of credit, electronic funds

- transfer or when Treasury check advance payments are made to the grantee automatically on a predetermined basis.)
- (2) Reimbursements. Requests for reimbursement under non-construction grants will also be submitted on Standard Form 270. (For reimbursement requests under construction grants, see paragraph (e)(1) of this section.)
- (3) The frequency for submitting payment requests is treated in Sec. 18.41 (b)(3).
- (e) Outlay report and request for reimbursement for construction programs.
- (1) Grants that support construction activities paid by reimbursement method.
- (i) Requests for reimbursement under construction grants will be submitted on Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. Federal agencies may, however, prescribe the Request for Advance or Reimbursement form, specified in Sec. 18.41(d), instead of this form.
- (ii) The frequency for submitting reimbursement requests is treated in Sec. 18.41(b)(3).
- (2) Grants that support construction activities paid by letter of credit, electronic funds transfer or Treasury check advance.
- (i) When a construction grant is paid by letter of credit, electronic funds transfer or Treasury check advances, the grantee will report its outlays to the Federal agency using Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. The Federal agency will provide any necessary special instruction. However, frequency and due date shall be governed by Sec. 18.41(b) (3) and (4).
- (ii) When a construction grant is paid by Treasury check advances based on periodic requests from the grantee, the advances will be requested on the form specified in Sec. 18.41(d).
- (iii) The Federal agency may substitute the Financial Status Report specified in Sec. 18.41(b) for the Outlay Report and Request for Reimbursement for Construction Programs.
- (3) Accounting basis. The accounting basis for the Outlay Report and Request for Reimbursement for Construction Programs shall be governed by Sec. 18.41(b)(2).
- (f) Notwithstanding the provisions of paragraphs (a)(1) of this section, recipients of FHWA and National Highway Traffic Safety Administration (NHTSA) grants shall use FHWA, NHTSA or State financial reports.

Sec. 18.42 Retention and access requirements for records.

(a) Applicability.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or sub grantees which are:

- (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
- (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 18.36(i)(10).

(b) Length of retention period.

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and sub grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or sub grantee

(c) Starting date of retention period—

(1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or sub grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or sub grant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form

the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for original the records.

(e) Access to records—

(1) Records of grantees and sub grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and sub grantees are not required to permit public access to their records.

Sec. 18.43 Enforcement.

(a) Remedies for noncompliance. If a grantee or sub grantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or sub grantee or more severe enforcement action by the awarding agency,

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or sub grantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or sub grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or sub grantee is entitled under any statute or regulation applicable to the action involved.

(c) Effects of suspension and termination. Costs of grantee or sub grantee resulting from obligations incurred by the grantee or sub grantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently.

Other grantee or sub grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or sub grantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- (d) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or sub grantee from being subject to "Debarment and Suspension" under E.O. 12549 (see Sec. 18.35).

Sec. 18.44 Termination for convenience.

Except as provided in Sec. 18.43 awards may be terminated in whole or in part only as follows:

- (a) By the awarding agency with the consent of the grantee or sub grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (b) By the grantee or sub grantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either Sec. 18.43 or paragraph (a) of this section.

Subpart D—After-The-Grant Requirements

Sec. 18.50 Closeout.

- (a) General. The Federal agency will close out the award when it determines that all applicable administrative actions and all required work of the grant has been completed.
- (b) Reports. Within 90 days after the expiration or termination of the grant, the grantee must submit all financial, performance, and other reports required as a condition of the grant. Upon request by the grantee, Federal agencies may extend this timeframe. These may include but are not limited to:
 - (1) Final performance or progress report.
 - (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable).
 - (3) Final request for payment (SF-270) (if applicable).
 - (4) Invention disclosure (if applicable).
 - (5) Federally-owned property report:

In accordance with Sec. 18.32(f), a grantee must submit an inventory of all federally owned property (as distinct from property acquired with grant funds) for which it is accountable and request disposition instructions from the Federal agency of property no longer needed.

(c) Cost adjustment. The Federal agency will, within 90 days after receipt of reports in paragraph (b) of this section, make upward or downward adjustments to the allowable costs.

(d) Cash adjustments.

- (1) The Federal agency will make prompt payment to the grantee for allowable reimbursable costs.
- (2) The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

Sec. 18.51 Later disallowances and adjustments.

The closeout of a grant does not affect:

- (a) The Federal agency's right to disallow costs and recover funds on the basis of a later audit or other review;
- (b) The grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- (c) Records retention as required in Sec. 18.42;
- (d) Property management requirements in Secs. 18.31 and 18.32; and Audit requirements in Sec. 18.26.

Sec. 18.52 Collection of amounts due.

(a) Any funds paid to a grantee in excess of the amount to which the grantee is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government. If not paid within a reasonable period after demand, the Federal agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements,
- (2) Withholding advance payments otherwise due to the grantee, or
- (3) Other action permitted by law.

(b) Except where otherwise provided by statutes or regulations, the Federal agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Subpart E—Entitlements [Reserved]

EXHIBIT D

Appendix A to Part 96—Office of Management and Budget Circular No. A-128—Uniform Audit Requirements for State and Local Governments

EXECUTIVE OFFICE OF THE PRESIDENT, Office of Management and Budget, CIRCULAR NO. A-128, April 12, 1985

To the Heads of Executive Departments and Establishments.
Subject: Audits of State and Local Governments.

1. Purpose. This Circular is issued pursuant to the Single Audit Act of 1984, Pub. L. 98-502. It establishes audit requirements for State and local governments that receive Federal aid, and defines Federal responsibilities for implementing and monitoring those requirements.
2. Super session. The Circular supersedes Attachment P, "Audit Requirements," of Circular A-102, "Uniform requirements for grants to State and local governments."
3. Background. The Single Audit Act builds upon earlier efforts to improve audits of Federal aid programs. The Act requires State or local governments that receive \$100,000 or more a year in Federal funds to have an audit made for that year. Section 7505 of the Act requires the Director of the Office of Management and Budget to prescribe policies, procedures and guidelines to implement the Act. It specifies that the Director shall designate "cognizant" Federal agencies, determine criteria for making appropriate charges to Federal programs for the cost of audits, and provide procedures to assure that small firms or firms owned and controlled by disadvantaged individuals have the opportunity to participate in contracts for single audits.
4. Policy. The Single Audit Act requires the following:
 - a. State or local governments that receive \$100,000 or more a year in Federal financial assistance shall have an audit made in accordance with this Circular.
 - b. State or local governments that receive between \$25,000 and \$100,000 a year shall have an audit made in accordance with this Circular, or in accordance with Federal laws and regulations governing the programs they participate in.
 - c. State or local governments that receive less than \$25,000 a year shall be exempt from compliance with the Act and other Federal audit requirements. These State and local governments shall be governed by audit requirements prescribed by State or local law or regulation.
 - d. Nothing in this paragraph exempts State or local governments from maintaining records of Federal financial assistance or from providing access to such records to Federal agencies, as provided for in Federal law or in Circular A-102, "Uniform requirements for grants to State or local governments."
5. Definitions. For the purposes of this Circular the following definitions from the Single Audit Act apply:
 - a. Cognizant agency means the Federal agency assigned by the Office of Management and Budget to carry out the responsibilities described in paragraph 11 of this Circular.
 - b. Federal financial assistance means assistance provided by a Federal agency in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance, or direct appropriations, but does not include direct Federal cash assistance to individuals.

It includes awards received directly from Federal agencies, or indirectly through other units of State and local governments.

c. Federal agency has the same meaning as the term agency in section 551(1) of title 5, U.S.C.

d. Generally accepted accounting principles has the meaning specified in the generally accepted government auditing standards.

e. Generally accepted government auditing standards means the Standards For Audit of Government Organizations, Programs, Activities, and Functions, developed by the Controller General, dated February 27, 1981.

f. Independent auditor means:

(1) A State or local government auditor who meets the independence standards specified in generally accepted government auditing standards; or

(2) A public accountant who meets such independence standards.

g. Internal controls means the plan of organization and methods and procedures adopted by management to ensure that:

(1) Resource use is consistent with laws, regulations, and policies;

(2) Resources are safeguarded against waste, loss, and misuse; and

(3) Reliable data is obtained, maintained, and fairly disclosed in reports.

h. Indian tribe means any Indian tribe, band, nations, or other organized group or community, including any Alaskan Native village or regional or village corporations (as defined in, or established under, the Alaskan Native Claims Settlement Act) that is recognized by the United States as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

i. Local government means any unit of local government within a State, including a county, a borough, municipality, city, town, township, parish, local public authority, special district, school district, intrastate district, council of governments, and any other instrumentality of local government.

j. Major Federal Assistance Program, as defined by Pub. L. 98-502, is described in the Attachment to this Circular.

k. Public accountants means those individuals who meet the qualification standards included in generally accepted government auditing standards for personnel performing government audits.

l. State means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Trust Territory of the Pacific Islands, any

instrumentality thereof, and any multi-State, regional, or interstate entity that has governmental functions and any Indian tribe.

m. Sub-recipient means any person or government department, agency, or establishment that receives Federal financial assistance to carry out a program through a State or local government, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a direct recipient of Federal financial assistance.

6. Scope of Audit. The Single Audit Act provides that:

a. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

b. The audit shall cover the entire operations of a State or local government or, at the option of that government, it may cover departments, agencies or establishments that received, expended, or otherwise administered Federal financial assistance during the year. However, if a State or local government receives \$25,000 or more in General Revenue Sharing Funds in a fiscal year, it shall have an audit of its entire

operations. A series of audits of individual departments, agencies, and establishments for the same fiscal year may be considered a single audit.

c. Public hospitals and public colleges and universities may be excluded from State and local audits and the requirements of this Circular. However, if such entities are excluded, audits of these entities shall be made in accordance with statutory requirements and the provisions of Circular A-110, "Uniform requirements for grants to universities, hospitals, and other nonprofit organizations."

d. The auditor shall determine whether:

- (1) The financial statements of the government, department, agency or establishment present fairly its financial position and the results of its financial operations in accordance with generally accepted accounting principles;
- (2) The organization has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations; and
- (3) The organization has complied with laws and regulations that may have material effect on its financial statements and on each major Federal assistance program.

7. Frequency of Audit. Audits shall be made annually unless the State or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only for fiscal years beginning before January 1, 1987.

8. Internal Control and Compliance Reviews. The Single Audit Act requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs in compliance with applicable laws and regulations.

(a). Internal control review. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems. As part of this review, the auditor shall:

- (1) Test whether these internal control systems are functioning in accordance with prescribed procedures.
- (2) Examine the recipient's system for monitoring sub-recipients and obtaining and acting on sub-recipient audit reports.

(b). Compliance review. The law also requires the auditor to determine whether the organization has complied with laws and regulations that may have a material effect on each major Federal assistance program.

- (1) In order to determine which major programs are to be tested for compliance, State and local governments shall identify in their accounts all Federal funds received and expended and the programs under which they were received. This shall include funds received directly from Federal agencies and through other State and local governments.
- (2) The review must include the selection and testing of a representative number of charges from each major Federal assistance program. The selection and testing of transactions shall be based on the auditor's professional judgment considering such factors as the amount of expenditures for the program and the individual awards; the newness of the program or changes in its conditions; prior experience with the program, particularly as revealed in audits and other evaluations (e.g., inspections,

program reviews); the extent to which the program is carried out through sub-recipients; the extent to which the program contracts for goods or services; the level to which the program is already subject to program reviews or other forms of independent oversight; the adequacy of the controls for ensuring compliance; the expectation of adherence or lack of adherence to the applicable laws and regulations; and the potential impact of adverse findings.

(a) In making the test of transactions, the auditor shall determine whether:
—The amounts reported as expenditures were for allowable services, and
—The records show that those who received services or benefits were eligible to receive them.

(b) In addition to transaction testing, the auditor shall determine whether:
—Matching requirements, levels of effort and earmarking limitations were met,
—Federal financial reports and claims for advances and reimbursements contain information that is supported by the books and records from which the basic financial statements have been prepared, and
—Amounts claimed or used for matching were determined in accordance with OMB Circular A-87, “Cost principles for State and local governments,” and Attachment F of Circular A-102, “Uniform requirements for grants to State and local governments.”

(c) The principal compliance requirements of the largest Federal aid programs may be ascertained by referring to the Compliance Supplement for Single Audits of State and Local Governments, issued by OMB and available from the Government Printing Office. For those programs not covered in the Compliance Supplement, the auditor may ascertain compliance requirements by researching the statutes, regulations, and agreements governing individual programs.

(1) Transactions related to other Federal assistance programs that are selected in connection with examinations of financial statements and evaluations of internal controls shall be tested for compliance with Federal laws and regulations that apply to such transactions.

9. Sub-recipients. State or local governments that receive Federal financial assistance and provide \$25,000 or more of it in a fiscal year to a sub-recipient shall:

(a). Determine whether State or local sub-recipients have met the audit requirements of this Circular and whether sub-recipients covered by Circular A-110, “Uniform requirements for grants to universities, hospitals, and other nonprofit organizations,” have met that requirement;

(b). Determine whether the sub-recipient spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the sub-recipient made in accordance with this Circular, Circular A-110, or through other means (e.g., program reviews) if the sub-recipient has not yet had such an audit;

(c). Ensure that appropriate corrective action is taken within six months after receipt of the audit report in instances of noncompliance with Federal laws and regulations;

(d). Consider whether sub-recipient audits necessitate adjustment of the recipient's own records; and

(e). Require each sub-recipient to permit independent auditors to have access to the records and financial statements as necessary to comply with this Circular.

10. Relation to Other Audit Requirements. The Single Audit Act provides that an audit made in accordance with this Circular shall be in lieu of any financial or financial compliance audit required under individual Federal assistance programs.

To the extent that a single audit provides Federal agencies with information and assurances they need to carry out their overall responsibilities, they shall rely upon and

use such information. However, a Federal agency shall make any additional audits which are necessary to carry out its responsibilities under Federal law and regulation. Any additional Federal audit effort shall be planned and carried out in such a way as to avoid duplication.

(a). The provisions of this Circular do not limit the authority of Federal agencies to make, or contract for audits and evaluations of Federal financial assistance programs, nor do they limit the authority of any Federal agency Inspector General or other Federal audit official.

(b). The provisions of this Circular do not authorize any State or local government or sub-recipient thereof to constrain Federal agencies, in any manner, from carrying out additional audits.

(c). A Federal agency that makes or contracts for audits in addition to the audits made by recipients pursuant to this Circular shall, consistent with other applicable laws and regulations, arrange for funding the cost of such additional audits. Such additional audits include economy and efficiency audits, program results audits, and program evaluations.

11. Cognizant Agency Responsibilities. The Single Audit Act provides for cognizant Federal agencies to oversee the implementation of this Circular.

(a). The Office of Management and Budget will assign cognizant agencies for States and their subdivisions and larger local governments and their subdivisions. Other Federal agencies may participate with an assigned cognizant agency, in order to fulfill the cognizance responsibilities. Smaller governments not assigned a cognizant agency will be under the general oversight of the Federal agency that provides them the most funds whether directly or indirectly.

(b). A cognizant agency shall have the following responsibilities:

(1) Ensure that audits are made and reports are received in a timely manner and in accordance with the requirements of this Circular.

(2) Provide technical advice and liaison to State and local governments and independent auditors.

(3) Obtain or make quality control reviews of selected audits made by non-Federal audit organizations, and provide the results, when appropriate, to other interested organizations.

(4) Promptly inform other affected Federal agencies and appropriate Federal law enforcement officials of any reported illegal acts or irregularities. They should also inform State or local law enforcement and prosecuting authorities, if not advised by the recipient, of any violation of law within their jurisdiction.

(5) Advise the recipient of audits that have been found not to have met the requirements set forth in this Circular. In such instances, the recipient will be expected to work with the auditor to take corrective action. If corrective action is not taken, the cognizant agency shall notify the recipient and Federal awarding agencies of the facts and make recommendations for follow-up action. Major inadequacies or repetitive substandard performance of independent auditors shall be referred to appropriate professional bodies for disciplinary action.

(6) Coordinate, to the extent practicable, audits made by or for Federal agencies that are in addition to the audits made pursuant to this Circular; so that the additional audits upon such audits.

(7) Oversee the resolution of audit findings that affect the programs of more than one agency.

12. Illegal Acts or Irregularities. If the auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to recipient management officials above the

level of involvement. (See also paragraph 13(a)(3) below for the auditor's reporting responsibilities.) The recipient, in turn, shall promptly notify the cognizant agency of the illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports, and misappropriations of funds or other assets.

13. Audit Reports. Audit reports must be prepared at the completion of the audit. Reports serve many needs of State and local governments as well as meeting the requirements of the Single Audit Act.

(a). The audit report shall state that the audit was made in accordance with the provisions of this Circular. The report shall be made up of at least:

(1) The auditor's report on financial statements and on a schedule of Federal assistance; the financial statements; and a schedule of Federal assistance, showing the total expenditures for each Federal assistance program as identified in the Catalog of Federal Domestic Assistance. Federal programs or grants that have not been assigned a catalog number shall be identified under the caption "other Federal assistance.

(2) The auditor's report on the study and evaluation of internal control systems must identify the organization's significant internal accounting controls, and those controls designed to provide reasonable assurance that Federal programs are being managed in compliance with laws and regulations. It must also identify the controls that were evaluated, the controls that were not evaluated, and the material weaknesses identified as a result of the evaluation.

(3) The auditor's report on compliance containing:

—A statement of positive assurance with respect to those items tested for compliance, including compliance with law and regulations pertaining to financial reports and claims for advances and reimbursements;

—Negative assurance on those items not tested;

—A summary of all instances of noncompliance; and

—An identification of total amounts questioned, if any, for each Federal assistance award, as a result of noncompliance.

(b). The three parts of the audit report may be bound into a single report, or presented at the same time as separate documents.

(c). All fraud abuse, or illegal acts or indications of such acts, including all questioned costs found as the result of these acts that auditors become aware of, should normally be covered in a separate written report submitted in accordance with paragraph 13f.

(d). In addition to the audit report, the recipient shall provide including a plan for corrective action taken or planned and comments on the status of corrective action taken. If prior corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

(e). The reports shall be made available by the State or local government for public inspection within 30 days after the completion of the audit.

(f). In accordance with generally accepted government audit standards, reports shall be submitted by the auditor to the organization audited and to those requiring or arranging for the audit. In addition, the recipient shall submit copies of the reports to each Federal department or agency that provided Federal assistance funds to the recipient.

Sub-recipients shall submit copies to recipients that provided them Federal assistance funds. The reports shall be sent within 30 days after the completion of the audit, but no later than one year after the end of the audit period unless a longer period is agreed to with the cognizant agency.

(g). Recipients of more than \$100,000 in Federal funds shall submit one copy of the audit report within 30 days after issuance to a central clearinghouse to be designated by the Office of Management and Budget. The clearinghouse will keep completed audits on file and follow up with State and local governments that have not submitted required audit reports.

(h). Recipients shall keep audit reports on file for three years from their issuance.

14. Audit Resolution. As provided in paragraph 11, the cognizant agency shall be responsible for monitoring the resolution of audit findings that affect the programs of more than one Federal agency. Resolution of findings that relate to the programs of a single Federal agency will be the responsibility of the recipient and that agency. Alternate arrangements may be made on a case-by-case basis by agreement among the agencies concerned.

Resolution shall be made within six months after receipt of the report by the Federal departments and agencies. Corrective action should proceed as rapidly as possible.

15. Audit Work papers and Reports. Work papers and reports shall be retained for a minimum of three years from the date of the audit report, unless the auditor is notified in writing by the cognizant agency to extend the retention period. Audit work papers shall be made available upon request to the cognizant agency or its designee or the General Accounting Office, at the completion of the audit.

16. Audit Costs. The cost of audits made in accordance with the provisions of this Circular are allowable charges to Federal assistance programs.

(a). The charges may be considered a direct cost or an allocated indirect cost, determined in accordance with the provision of Circular A-87, "Cost principles for State and local governments."

(b). Generally, the percentage of costs charged to Federal assistance programs for a single audit shall not exceed the percentage that Federal funds expended represent of total funds expended by the recipient during the fiscal year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual cost:

17. Sanctions. The Single Audit Act provides that no cost may be charged to Federal assistance programs for audits required by the Act that are not made in accordance with this Circular. In cases of continued inability or unwillingness to have a proper audit, Federal agencies must consider other appropriate sanctions including:

—Withholding a percentage of assistance payments until the audit is completed satisfactorily,

—Withholding or disallowing overhead costs, and

—Suspending the Federal assistance agreement until the audit is made.

18. Auditor Selection. In arranging for audit services State and local governments shall follow the procurement standards prescribed by Attachment 0 of Circular A-102, "Uniform requirements for grants to State and local governments." The standards provide that while recipients are encouraged to enter into intergovernmental agreements for audit and other services, analysis should be made to determine whether it would be more economical to purchase the services from private firms. In instances where use of such intergovernmental agreements are required by State statutes (e.g., audit services) these statutes will take precedence.

19. Small and Minority Audit Firms. Small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in contracts awarded to fulfill the requirements of this Circular. Recipients of Federal assistance shall take the following steps to further this goal:

(a). Assure that small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals are used to the fullest extent practicable.

(b). Make information on forthcoming opportunities available and arrange time frames for the audit so as to encourage and facilitate participation by small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals.

- (c). Consider in the contract process whether firms competing for larger audits intend to subcontract with small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals.
 - (d). Encourage contracting with small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals which have traditionally audited government programs and, in such cases where this is not possible, assure that these firms are given consideration for audit subcontracting opportunities.
 - (e). Encourage contracting with consortiums of small audit firms as described in paragraph (a) above when a contract is too large for an individual small audit firm or audit firm owned and controlled by socially and economically disadvantaged individuals.
 - (f). Use the services and assistance, as appropriate, of such organizations as the Small Business Administration in the solicitation and utilization of small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals.
20. Reporting. Each Federal agency will report to the Director of OMB on or before March 1, 1987, and annually thereafter on the effectiveness of State and local governments in carrying out the provisions of this Circular. The report must identify each State or local government or Indian tribe that, in the opinion of the agency, is failing to comply with the Circular.
21. Regulations. Each Federal agency shall include the provisions of this Circular in its regulations implementing the Single Audit Act.
22. Effective Date. This Circular is effective upon publication and shall apply to fiscal years of State and local governments that begin after December 31, 1984. Earlier implementation is encouraged. However, until it is implemented, the audit provisions of

Attachment P to Circular A-102 shall continue to be observed.

23. Inquiries. All questions or inquiries should be addressed to Financial Management Division, Office of Management and Budget, telephone number 202/395-3993.

24. Sunset Review Date. This Circular shall have an independent policy review to ascertain its effectiveness three years from the date of issuance.

Attachment—Circular A-128

Definition of Major Program as Provided in Pub. L. 98-502

Major Federal Assistance Program, for State and local governments having Federal assistance expenditures between \$100,000 and \$100,000,000, means any program for which Federal expenditures during the applicable year exceed the larger of \$300,000, or 3 percent of such total expenditures.

Where total expenditures of Federal assistance exceed \$100,000,000, the following criteria apply:

Total expenditures of Federal financial assistance for all programs		Major Federal assistance program means any program that exceeds
More than	But less than	
\$100 million.....	\$1 billion.....	\$3 million.
\$1 billion.....	\$2 billion.....	\$4 million.
\$2 billion.....	\$3 billion.....	\$7 million.
\$3 billion.....	\$4 billion.....	\$10 million.
\$4 billion.....	\$5 billion.....	\$13 million.
\$5 billion.....	\$6 billion.....	\$16 million.
\$6 billion.....	\$7 billion.....	\$19 million.
Over \$7 billion.....	\$20 million.

EXHIBIT E

SUGGESTED LANGUAGE FOR RECYCLING CERTIFICATION

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

RECYCLED CONTENT CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Print Name and Title of Person Signing	Date Executed
Authorized Signature	Executed in the County of
Title	TELEPHONE NUMBER ()
Legal Business Name	Federal ID Number

The Contractor hereby certifies under penalty of perjury, that _____ percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

EXHIBIT E(Continued)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification. Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Sample Bid/Proposal Attachment regarding the
Darfur Contracting Act of 2008

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

EXHIBIT F

DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____
 Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
 Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____
 Initials
 + certification
 below We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Agency Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Your bid or proposal will be disqualified unless you include this form with either paragraph #1 or #2 initialed or paragraph #3 initialed and certified.



AGENDA NO: A-11

MEETING DATE: 10/28/2014

Staff Report

TO: Mayor and City Council **DATE:** October 18, 2014
FROM: Susan Slayton, Administrative Services Director/Treasurer
SUBJECT: Resolution No. 73-14 Adopting the Memorandum of Understanding (MOU) with the Morro Bay Fire Fighters Association and Related Compensation

RECOMMENDATION

Staff recommends the City Council adopt Resolution No. 73-14, approving the two-year MOU with the Morro Bay Fire Fighters Association. The term of the MOU is from July 1, 2014 through June 30, 2016.

FISCAL IMPACT

As per City Council's direction, this two-year MOU provides:

1. Salary increase, July 1, 2014 and July 1, 2015 - \$49,903 in salary, \$23,404 in benefits = \$73,307 for the two-year period (a total of 6%), broken down as follows:
 - a. Each July 1, 1½% salary increase (total both years \$25,891 salary / \$11,724 benefits);
 - b. Each July 1, 1% salary increase in-lieu of paramedic incentive increase (total both years \$16,020 salary / \$7,792 benefits); and
 - c. Each July 1, ½% salary increase to restore FFA to the same financial position as all other groups (total both years \$7,992 salary / \$3,888 benefits).
2. Option to cash out 112 hours of accrued vacation leave – no impact unless requested, but would lower accrual bank liability;
3. Option to convert up to 96 hours of sick leave to 48 hours of vacation annually – no impact unless requested;
4. Increase to compensable call back hours from 2 to 3;
5. Acting Captain pay at 5% of base salary on an hour-for-hour basis;
6. \$20,000 increase in life insurance benefit (from \$30,000 to \$50,000) for all City employees – annual cost \$22 per employee, \$242/year, \$484 for the term of the MOU for FFA members; and
7. Increase of the City contribution to health banks – for FFA members, \$6,696/year, \$10,044 for the term of the MOU.

Total = \$83,835

Prepared By: SS Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

SUMMARY:

The previous one-year MOU with the Morro Bay Fire Fighters is currently on the City's website (link: "Employee Compensation Information"). The proposed July 1, 2014 – June 30, 2016 two-year MOU, which is attached in a draft red-lined format, includes the following substantive changes:

- Effective the pay periods containing July 1, 2014 and July 1, 2015, all FFA members will receive a 3% salary increase:
 - The 1½% each year is identical to the increase offered POA, SEIU, Management and Confidential employees.
 - The additional 1% each year represents adding to salary and benefits the in-lieu cost of a paramedic incentive for the term of the agreement (potential for \$26,400 for all 11 firefighters; actual \$23,812).
 - The additional ½% increase each year is the result of a disparity that occurred with the 2011/12 pickup of the CalPERS employee portion of retirement (9%). FFA received a 6% salary increase to offset its 9% employee portion of CalPERS. This resulted in a 3% salary reduction, which was 1% greater than the impact to other groups.

- Effective with the passage of the Resolution, all FFA members have the option to cash out accrued vacation up to 112 hours, and, if qualified, convert up to 96 hours of accrued sick leave to 48 hours of vacation on an annual basis.

- Effective January 1, 2015, all City employees' life insurance benefit will increase from \$30,000 to \$50,000.

- Effective December 1, 2014, all City employees' health bank will increase by \$58 for Employee + 1 or \$100 for Employee +2+.

The MOU has been accepted by the Morro Bay Fire Fighters Association.

CONCLUSION

Staff is recommending the City Council adopt Resolution No. 73-14, which approves the two-year MOU with the Morro Bay Fire Fighters Association for the period of July 1, 2014 to June 30, 2016. Additionally, the City Council is asked to direct the City Manager to implement the conditions of the MOU.

RESOLUTION NO. 73-14

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH THE
MORRO BAY FIRE FIGHTERS ASSOCIATION AND RELATED COMPENSATION**

**THE CITY COUNCIL
City of Morro Bay, California**

WHEREAS, representatives of the City of Morro Bay (CITY) and representatives of the Morro Bay Fire Fighters Association (FFA) met and discussed the terms and conditions of employment, through the Meet and Confer process; and

WHEREAS, the meetings between the FFA and the CITY have resulted in a mutual agreement and understanding; and

WHEREAS, the employees represented by the FFA accept all of the terms and conditions as set forth in the MOU attached and made a part of this Resolution herewith; and

WHEREAS, the CITY now desires to provide said salaries, benefits and conditions to the members of the FFA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morro Bay does hereby adopt this Resolution adopting an MOU on the compensation and working conditions for the Morro Bay Fire Fighters Association for the period July 1, 2014 through June 30, 2016, and authorizes the City Manager to execute all necessary documents to implement said changes.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a meeting thereof held this 28th day of October, 2014 by the following vote:

AYES:

NOES:

ABSENT:

JAMIE L. IRONS, Mayor

ATTEST:

JAMIE BOUCHER, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MORRO BAY
FIREFIGHTERS ASSOCIATION
AND
THE CITY OF MORRO BAY

JULY 1, 2014 – JUNE 30, 2016

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MORRO BAY FIRE FIGHTERS
AND THE CITY OF MORRO BAY**
~~2013-2014~~2014 - 2016

ARTICLE I PURPOSE

WHEREAS, the City of Morro Bay is a municipal corporation, existing under the laws of the State of California as a general law city; and

WHEREAS, the City of Morro Bay is limited, insofar as funds are concerned, because of a fixed tax rate, and in structure because it is a public entity, rather than a profit-making business; and

WHEREAS, the Morro Bay Fire Fighters and the City of Morro Bay recognize that the mission and the purpose of the City are to provide high-quality and economical municipal services and facilities to the residents of the City of Morro Bay.

THEREFORE, this Memorandum of Understanding (MOU) is entered into as of ~~MONTH DD~~July 1, 2014, between the City of Morro Bay, referred to as "CITY," and the Morro Bay Fire Fighters, referred to as "MBFF."

It is the intent and purpose of this ~~m~~MOU ~~emorandum~~ to assure sound and mutually-beneficial working and economic relations and conditions between the parties hereto, to provide for an orderly and peaceable method and manner of resolving any differences, which may arise, and to negotiate any misunderstanding, which could arise, and to set forth, herein, the basic and full agreement between the parties, concerning the pay, wages, hours of employment, and other terms and conditions of employment.

ARTICLE 2 MANAGEMENT

2.1 In order to ensure that the ~~City~~CITY shall continue to carry out its public safety functions, programs, and responsibilities to the public, imposed by law, and to maintain efficient public safety service for the citizens of Morro Bay, the ~~City~~CITY continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law, and those ~~City~~CITY rights set forth in the ~~City's~~CITY's Personnel Rules and Regulations and including, but not limited to, the following:

2.1.1 To manage the Fire Department, and determine policies and procedures and the right to manage the affairs of the Department.

2.1.2 To determine the existence, or nonexistence, of facts which are the basis of the management decision, in compliance with State law.

- 2.1.3 To determine the necessity, organization, implementation, and termination of any service or activity conducted by the ~~City~~CITY or other government jurisdiction, and to expand or diminish fire services.
- 2.1.4 To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees, in accordance with Department or ~~City~~CITY ~~R~~Rules, ~~R~~Regulations, or ~~O~~Ordinances.
- 2.1.5 To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of fire services to be provided to the public.
- 2.1.6 To require performance of other public safety services not specifically stated herein, in the event of emergency or disaster, as deemed necessary by the ~~City~~CITY.
- 2.1.7 To lay off employees of the Fire Department because of lack of work or funds or under conditions where continued work would be inefficient or nonproductive or not cost effective, as determined by the ~~City~~CITY.
- 2.1.8 To determine and/or change the fire facilities, methods, technology, equipment, operations to be performed, organization structure, and allocate or assign work by which the ~~City~~CITY fire operations and services are to be conducted.
- 2.1.9 To determine method of financing.
- 2.1.10 To plan, determine, and manage Department's budget, which includes, but is not limited to, changes in the number of locations and types of operations, processes, and materials to be used in carrying out all Fire Department functions and the right to contract or subcontract any work or operations of the Fire Department.
- 2.1.11 To determine the size and composition of the Fire Department work force, assign work to employees of the Fire Department, in accordance with requirements determined by the Fire Department, and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this ~~agreement~~MOU, or subsequent ~~agreement~~MOUs.
- 2.1.12 To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and required compliance therewith.
- 2.1.13 To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees, in accordance with division and/or ~~City~~CITY Rules and Regulations.

- 2.1.14 To determine the issues of public policy, and the overall goals and objectives of the Fire Department, and to take necessary action to achieve the goals and objectives of the Fire Department.
- 2.1.15 To hire, transfer (intra- or inter- Department), promote, reduce in rank, demote, reallocate, terminate and take other personnel action for non-disciplinary reasons, in accordance with Department and/or ~~City~~CITY Rules, Regulations and Ordinances.
- 2.1.16 To determine policies, procedures and standards for recruiting, selecting, training, and promoting employees.
- 2.1.17 To establish, implement, and/or modify rules and regulations, policies, and procedures, related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety, health, and order, and to require compliance therewith.
- 2.1.18 To maintain order and efficiency in Fire facilities and operation.
- 2.1.19 To restrict the activity of an employee organization on ~~City~~CITY facilities, except as set forth in this ~~agreement~~MOU.
- 2.1.20 To take any, and all, necessary steps and actions to carry out the service requirements and mission of the ~~City~~CITY in emergencies or any other time deemed necessary by the ~~City~~CITY, and not specified above.
- 2.2 Nothing herein is meant to diminish ~~City~~CITY rights provided by the Government Code.
- 2.3 Nothing herein is meant to diminish employee rights as provided by the Government Code, including the right to meet and confer on changes in standards for promotion.

ARTICLE 3 MBFF RECOGNITION

3.1 Pursuant to Resolution No. 74-69, the Employer-Employee Relations Resolution of the ~~City~~CITY of Morro Bay and applicable state law, the ~~Morro Bay Fire Fighters~~, was designated by the ~~City of Morro Bay~~CITY as the representative of ~~City~~CITY fire fighting employees. The term “employee” or “employees” as used herein is comprised of the following classifications:

- Captain/Paramedic
- Captain
- Engineer/Paramedic
- Engineer
- Firefighter/Paramedic
- Firefighter

3.2 Employees working on a regular basis in a classified position, but less than full-time, shall receive vacation and sick leave accruals on a pro-rated basis, commensurate with hours worked. All benefits for new hires, including insurance benefits, will be allocated on a pro-rated basis, commensurate with hours worked.

3.3 FIRE ENGINEER RATING

3.3.1 It is recognized, in principle, as long as the full-time MBFF personnel complement of the Morro Bay Fire Department remains at ten (10) or less, that efficient operation of the Department requires an increase in the authorized number of Fire Engineers. Accordingly, CITY agrees to promote to Fire Engineer all personnel classified as Fire Fighter hired after the effective date of this ~~agreement~~MOU provided that they have served for eighteen (18) months with the CITY in the Fire Fighter classification; that at the completion of eighteen months of employment, they have been recommended by the Fire Chief for promotion and have demonstrated, through successful completion of written and practical examinations that they have successfully completed six semester units of Fire Science courses at an institution approved by the Fire Chief. The ~~City~~CITY shall make every effort to schedule the examination to be completed prior to the expiration of eighteen months. The content and passing grade of the written and practical examinations will be determined by the Fire Chief subject to the approval of the City Manager.

3.3.2 An individual recommended for promotion, and failing to attain a passing grade in either the written or practical examination, shall not be eligible for reexamination until six (6) months after the date of failure.

ARTICLE 4 MBFF BUSINESS

4.1 Employee representatives, designated by the MBFF, shall be granted time off, without loss of pay, to attend "meet and confer" sessions with the ~~Municipal Employee Relations Officer~~City Manager, and/or his/her designee(s), on subjects within the scope of representation, when such meetings are scheduled during regular working hours. Should such meeting extend beyond an employee representative's regular working hours, the employee representative shall be paid for only the regular working hours.

4.2 It is understood that this time-off provision shall only apply to a maximum of two employees attending any one meeting between CITY and MBFF; where exceptional circumstances warrant, the City Manager may approve the attendance, at such meetings, of additional employee representatives. The MBFF shall, whenever practicable, submit the names of all employee representatives to the ~~Municipal Employee Relations Officer~~City Manager, or his/her designee(s), at least two working days in advance of such meetings. Provided further: (1) ~~that~~ no employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized ~~City~~CITY management official; and (2) ~~that~~ any such meeting is subject to scheduling by ~~City~~CITY management, in a manner consistent with operational needs and work schedules.

- 4.3 Off-duty employees will not be paid for attending meet and confer sessions, nor will over-time be paid for same. The parties agree to consider the shift schedules of team members in scheduling meetings.
- 4.4 MBFF may hold unit meetings at the Fire Station, 715 Harbor Street, after 1700 hours, with two days' prior notice to Fire Chief. The Fire Chief has the authority to deny and/or cancel said meeting, if it conflicts with official ~~City~~CITY activities for MBFF duties.

ARTICLE 5 AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this ~~agreement~~MOU:

- 5.1 Management's principal authorized agent shall be the City Manager, or his/her duly authorized representative(s), (address: 595 Harbor Street, Morro Bay, CA 93442; telephone (805) 772-6200), except where a particular management representative is specifically designated in the ~~agreement~~MOU.
- 5.2 The ~~Morro Bay Fire Fighters~~ principal authorized representative shall be the shop steward of the unit, or his/her duly authorized representative(s) (address 715 Harbor St., Morro Bay, CA 93442).

ARTICLE 6 WITHHOLDING OF MBFF DUES AND INSURANCE

- 6.1 It is agreed that CITY will withhold MBFF dues and MBFF group insurance premiums from the monthly pay of each regular ~~City~~CITY employee, who is a member of the MBFF. MBFF agrees to provide CITY with individual MBFF member authorizations signed by the individual MBFF member, authorizing CITY to make agreed deductions, specifying the amount of each deduction, and authorizing CITY to issue a check, payable to MBFF, for the collective amount of the individual deductions. CITY does not accept responsibility for computing the amounts of deductions or for meeting payment dates, which may not coincide with established pay periods. CITY will issue a single check to the MBFF for the total amount of deductions withheld from the individual employees' pay. The MBFF will be responsible for the accounting and disbursing of all such funds received from CITY. MBFF will be responsible for properly notifying CITY of any changes in deductions, and will be the sole agent, through which CITY will act, in explaining, initiating, executing, or terminating the provisions of this Article. Such notification must be received by the CITY at least two weeks prior to the effective date of the change. Also, such change notice must include a copy of the notice sent to the employees officially, telling them of the change.
- 6.2 MBFF shall indemnify and hold harmless the ~~City~~CITY of ~~Morro Bay~~, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.
- 6.3 It is agreed that CITY will deposit payroll deductions made payable to a ~~City~~CITY-approved Credit Union, providing the MBFF makes arrangements for such services that are acceptable to both members and CITY.

ARTICLE 7 TERM

Except as otherwise specifically provided herein, the term of this ~~Memorandum of Understanding~~MOU commences on July 1, 2014, and expires and is otherwise fully terminated June 30, 2016.

ARTICLE 8 RENEGOTIATIONS

- 8.1 In the event either party wants to renegotiate a successor ~~Agreement~~MOU, such party shall serve upon the other, during the period of February 15, ~~2014~~2016 to March 15, ~~2014~~2016, its written request to begin negotiations, as well as its full and entire written proposals amending this ~~agreement~~MOU.
- 8.2 The parties agree that, except by mutual agreement, no new subjects may be introduced into the process after the third (3rd) negotiations meeting.
- 8.3 Should the parties be unable to reach agreement on a new contract before the current contract expires, all applicable provisions of this ~~Agreement~~MOU shall remain in full force and effect until such time as a new ~~Agreement~~MOU is reached, or September 30, ~~2014~~2016, whichever first occurs.

ARTICLE 9 ANTI-DISCRIMINATION

The CITY and MBFF mutually agree they will not discriminate against employees for the exercise of their rights under the State of California Government Code Section 3502.

ARTICLE 10 WORK SCHEDULE

This article is intended to define the normal hours of work, and shall not be construed as a guarantee of work per day or work per week or of days of work per week.

10.1 WORKDAY

The normal workday shall be a twenty-four (24) consecutive hour period, except in cases of emergency or for reasons of attendance at extended training opportunities, or temporary duty assignments while on light duty, when other shifts may be assigned by the Chief, provided there is mutual agreement between the parties.

10.2 WORKSHIFT

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without four days (96 hours) prior written notice to the employee. Call out or overtime does not constitute a change in work shift.

10.3 WORKWEEK

The normal workweek shall average fifty-six (56) hours of work in a seven (7) consecutive day period, except in cases of emergency.

10.4 OVERTIME

10.4.1 Overtime is defined as all hours worked in excess of 106 hours worked in a 14 day work period. For those assigned to an 8-hour day, overtime shall be defined as all hours worked in excess of forty-hours per week. Vacation time and compensatory time off shall be treated as hours worked.

10.4.2 All overtime₂ as defined above₂ shall be paid at one and one-half (1.5) times the employee's regular rate of pay. Compensatory time off earned₂ pursuant to 10.4.4 below₂ will accrue at one and one-half (1.5) times hours worked.

10.4.3 Employees₂ required to return to work on a scheduled vacation day, shall be paid at the rate of 1.5 times their regular rate of pay for the hours actually worked.

10.4.4 Employees may elect compensatory time off (CTO) in lieu of paid overtime₂ subject to the following provisions.

10.4.4.1 CTO may be elected for overtime incurred due to training time only.

10.4.4.2 Maximum CTO accrual will be 140 hours. All overtime earned after CTO is accrued to the 140 hour maximum will be paid in cash.

10.4.4.3 Accrued CTO may be cashed out upon the request of the employee and the approval of the department. CTO accrued at time of separation will be paid off.

10.4.4.4 CTO may be taken off upon employee request and department approval. CTO will not be approved if it will require overtime.

10.4.4.5 Other overtime provisions notwithstanding, employees forced to hold over for 12 hours or more will receive time and one-half compensation for the hours worked on that day.

10.5 EMERGENCIES

10.5.1 Nothing herein shall be construed to limit or restrict the authority of management to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting an emergency.

10.5.2 Such emergency assignments shall not extend beyond the period of said emergency.

10.5.3 Short-staffing₂ caused solely by absences due to employees taking approved paid leave₂ shall not be considered an emergency.

ARTICLE 11 VACATIONS AND HOLIDAYS

11.1 CITY and MBFF agree that difficulties exist in equating the work schedules of fire fighters to the work schedule of non-shift personnel, i.e., shift periods compared to hours and days worked by other ~~City~~CITY employees. Therefore, a formula is agreed to for computing the vacations and holiday periods for fire fighters. Such formula is agreed to be a ratio as follows: Fire Fighter's total available shifts per year is to the general employees' total available work days per year (260) as X is to the number of authorized vacation and holidays days of the general employees, when X equals the amount of shifts off for Fire Fighters comparing Fire Fighters to employees of equal tenure.

11.2 Pursuant to Section 11.1, the following lists the vacation and holiday annual accrual schedule for members of the MBFF assigned to shift work:

<u>SERVICE YEARS</u>	<u>VACATION ACCRUAL</u>	<u>HOLIDAY ACCRUAL</u>	<u>TOTAL ANNUAL ENTITLEMENT</u>	<u>SHIFTS/ YEAR</u>
0 thru 2	112.0 hrs.	146.96 hrs.	258.96 hrs.	10.792
3 thru 4	123.2 hrs.	146.96 hrs.	270.16 hrs.	11.257
5 thru 6	134.4 hrs.	146.96 hrs.	281.36 hrs.	11.723
7 thru 8	145.6 hrs.	146.96 hrs.	292.52 hrs.	12.19
9 thru 10	156.8 hrs.	146.96 hrs.	303.76 hrs.	12.657
11 thru 12	168.0 hrs.	146.96 hrs.	314.96 hrs.	13.123
13 thru 14	179.2 hrs.	146.96 hrs.	326.16 hrs.	13.59
15 thru 16	190.4 hrs.	146.96 hrs.	337.36 hrs.	14.057
17 thru 18	201.6 hrs.	146.96 hrs.	348.56 hrs.	14.523
19 thru 20	212.8 hrs.	146.96 hrs.	359.76 hrs.	14.99
21 +	224.0 hrs.	146.96 hrs.	370.96 hrs.	15.547

11.3 **MAXIMUM ACCUMULATION**

It is recognized long-standing accumulations of vacation/holiday time exist for some employees. In order to compensate employees for this unused time, CITY and MBFF agree on the following policy:

11.3.1 Unused vacation/holiday leave may be carried over into the following year to a maximum of two times an employee's annual accumulation of vacation time plus one year of holiday time. Employees exceeding the maximum, as of the pay period containing November 1 of each year, will be paid off for time exceeding the maximum. The ~~City~~CITY shall make said payment with the pay period containing December 1 of each year. Payment shall be computed, based upon the employee's base hourly rate of pay as of June 30 of the same calendar year.

11.3.2 Employees separating from the ~~City~~CITY are entitled to pay for the accumulated vacation based upon employee's base hourly rate of pay ~~as of June 30 prior to at~~ separation.

11.3.3 A member of the MBFF may exercise an option to convert into cash a maximum of fifty-six (56) hours of accrued vacation leave each fiscal year. Such conversion shall be computed at the employee's current base hourly rate, on an hour-per-hour basis.

11.4 The following holidays are used in Section 11.2 above, to determine total annual entitlement. Employees may be scheduled to work on holidays. All employees, except those assigned to 8-hour shifts, shall be compensated for holidays as provided in 11.2 above.

<u>New Year's Day.....</u>	<u>January 1</u>
<u>Martin Luther King, Jr., Day.....</u>	<u>3rd Monday in January</u>
<u>Lincoln's Birthday.....</u>	<u>February 12</u>
<u>President's Day.....</u>	<u>3rd Monday in February</u>
<u>Memorial Day.....</u>	<u>Last Monday in May</u>
<u>Independence Day.....</u>	<u>July 4</u>
<u>Labor Day.....</u>	<u>1st Monday in September</u>
<u>Veteran's Day.....</u>	<u>November 11</u>
<u>Thanksgiving Day.....</u>	<u>4th Thursday in November</u>
<u>Day after Thanksgiving Day.....</u>	<u>4th Friday in November</u>
<u>Christmas Day.....</u>	<u>December 25</u>
<u>Floating Holiday.....</u>	<u>Varies</u>
<u>Floating Holiday.....</u>	<u>Varies</u>

11.5 For any additional holiday proclaimed by the Mayor, shift employees shall be paid (not banked) for 11.2 hours of work, and employees assigned to eight hour duty shall receive the holiday off. Employees may be scheduled to work on such holidays.

ARTICLE 12 SICK LEAVE

12.1 It is agreed that the firefighters will earn sick leave per month at the same ratio that their assigned shift schedule compares to other full-time employees (1.4:1) for 24-hour shift workers or (1.0:1) for eight-hour shift employees. There shall be no maximum number of sick leave hours that a member of MBFF may accrue.

12.2 All use of sick leave shall be charged on an hour-for-hour basis.

12.3 At termination, accumulated in the ~~S~~sick ~~L~~leave ~~A~~accrual is not compensable; however, upon retirement, Sick Leave Accrual may be converted to additional time, as provided by the California Public Employees Retirement System (CalPERS) unused sick leave option credit.

- 12.4 Any use of sick leave, covering a period beyond seven calendar days, may require approval by a qualified medical authority for release to resume regular duties.
- 12.5 Recognizing Section 12.1 above requires a transition from the method of accruing and charging sick leave contained in earlier Memoranda of Understanding, the following conversion of previously accrued sick leave shall be made:
- 12.5.1 For shift workers, all Sick Leave hours accrued, but unused, as of December 31, 2002, shall be multiplied by a factor of three (3) and shall become the employee's Sick Leave Accrual account, until utilized on an hour for hour basis.
- 12.5.2 Credits added to the Sick Leave Accrual account for full-time employees, after the date above, shall be 11.2 hours per month, or 0.046154 hours, for each regular hours worked for part-time employees on shift work or eight (8) hours per month for employees assigned to an eight-hour day.
- 12.6 belowBased on individual utilization of paid sick leave in the preceding calendar year, employee may convert unused accumulated sick leave into paid vacation leave once per calendar year, pursuant to the formula below:

<u>Sick Leave Utilization</u>	<u>Maximum Conversion</u>		
	<u>Sick Leave</u>	<u>To</u>	<u>Vacation Leave</u>
0 hours	96 hours		48 hours
.25 to 8 hours	72 hours		36 hours
8.25 to 16 hours	48 hours		24 hours
16.25 to 25 hours	24 hours		12 hours
Over 25 hours	0 hours		0 hours

At least 160 accrued hours must remain in employee's sick leave bank for any employee to be eligible for conversion, or for any conversion to be authorized. In addition, the right to convert, along with any conversion hours, does not carry over or rollover from fiscal year to fiscal year; failure to request conversion, in the current current year, eliminates the right to do so for that calendar year, and does not permit employees to aggregate conversion hours in any other calendar year.

ARTICLE 13 RETIREMENT BENEFITS

- 13.1 It is the employee's obligation to contribute the employee's contribution to CalPERS. The employee shall pay his/her own contribution by payroll deduction, consistent with the provisions of 414 (h) 2 of the Internal Revenue Code (9% CalPERS Safety for *classic members*; 50% of the expected normal cost, which is currently 23% (employee pays 11.5%), for *new members*).

13.2 The CITY agrees to continue to provide ~~Fire~~MBFF, hired prior to March 19, 2011, with a retirement benefit program through the ~~California Public Employees Retirement System (CalPERS)~~ as follows:

- 13.2.1 3% @ 50 formula (Section 21362.2)
- 13.2.2 Unused Sick Leave Credit (Section 20965)
- 13.2.3 Military Service Credit (Section 21023.5, 21024 & 21027)
- 13.2.4 Final Compensation 1 year (Section 20042)
- 13.2.5 1959 Survivor Benefit Level 4 (Section 21574)
- 13.2.6 Pre-Retirement Death Benefits (Section 21548 Option 2W & 21551)
- 13.2.7 Retired Death Benefit \$500 (Section 21620)
- 13.2.8 Prior Service (Section 20055)
- 13.2.9 Public Service Credit for Periods of Layoff (Section 21022)

13.3 All employees, hired on or after March 19, 2011, but before January 1, 2013, and those hired on or after January 1, 2013, who meet the definition of *classic member*, pursuant to the California Public Employee's Pension Reform Act of 2013 (PEPRA), in the regular, full-time classifications listed in Article 3.1 of this MOU between the CITY and the MBFF, shall be provided with the following CalPERS retirement benefits:

- 13.3.1 3% @ 55 formula (Section 21363.1)
- 13.3.2 Unused Sick Leave Credit (Section 20965)
- 13.3.3 Military Service Credit (Section 21023.5, 21024 & 21027)
- 13.3.4 Final compensation 3 Year (Section 20037)
- 13.3.5 1959 Survivor Benefit Level 4 (Section 21574)
- 13.3.6 Pre-Retirement Death Benefits (Section 21548 Option 2W & 21551)
- 13.3.7 Retired Death Benefit \$500 (Section 21620)
- 13.3.8 Prior Service (Section 20055)
- 13.3.9 Public Service Credit for Periods of Layoff (Section 21022)

13.4 Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), effective January 1, 2013, Sworn employees hired, who meet the definition of *new member* under PEPRA and are not eligible for reciprocity, will be provided the following CalPERS benefits:

- 13.4.1 2.7% @ 57 formula (Section 7522.25(d))
- 13.4.2 Unused Sick Leave Credit (Section 20965)
- 13.4.3 Military Service Credit (Sections 21023.5, 21024 & 21027)
- 13.4.4 Final compensation 3 Year (Section 20037)
- 13.4.5 1959 Survivor Benefit Level 4 (Section 21574)
- 13.4.6 Pre-Retirement Death Benefits (Section 21548 Option 2W and 21551)
- 13.4.7 Retired Death Benefit \$500 (Section 21620)
- 13.4.8 Prior Service (Section 20055)
- 13.4.9 Public Service Credit for Periods of Layoff (Section 21022)

13.5 ~~City~~CITY and MBFF to jointly explore the establishment of an employee-funded Retirement Health Savings Account.

ARTICLE 14 HEALTH BENEFITS

14.1 ~~City~~CITY shall pay, to each active employee by each pay period, the monthly sum of the health plan selected by the employee, and dental/life and vision plans. CITY and MBFF agree that ~~City~~CITY payment of this lump sum is to be used to provide medical care coverage for the employee and/or employees dependents, and that the employees hold harmless the ~~City~~CITY, its officers and agents, including, but not limited to, liability arising out of this ~~agreement~~MOU. Employees will be supplied with the current division of payment for medical, dental/life, and vision insurance between ~~City~~CITY and each employee in MBFF, as changes occur during this ~~Agreement~~MOU.

14.2 HEALTH INSURANCE

14.2.1 ~~Employees of this UNIT shall participate in the CalPERS medical insurance plans on a cafeteria style basis, with the CITY contributing the PERSCALPERS minimum (currently \$1159/month) to the active employee's medical insurance and \$1.00/month or the amount required by CalPERS to retiree medical insurance. Any costs in excess of these contribution rates shall be paid by the employee and retiree.~~

14.2.12 MBFF shall receive a cafeteria plan contribution, ~~(including the minimum contribution amount required by CalPERS in 14.2.1 above),~~ as follows:

- Employee only - up to \$715/month or cost of insurance, whichever is less
- Employee + 1 – up to \$967/month or cost of insurance, whichever is less
- Employee + family - up to \$1,080/month or cost of insurance, whichever is less

14.2.2 Beginning January 1, 2015 (effective with the pay period beginning December 1, 2014) MBFF shall receive a cafeteria plan contribution, including the minimum contribution amount required by CalPERS, as follows:

- Employee only - up to \$715/month or cost of insurance, whichever is less
- Employee + 1 – up to \$1,025/month or cost of insurance, whichever is less
- Employee + family - up to \$1,180/month or cost of insurance, whichever is less

14.3 DENTAL/LIFE AND VISION INSURANCE

Life Insurance is provided at \$30,000 per employee (~~\$350,000~~ beginning January 1, 201~~35~~). The following rates were effective January 1, 201~~34~~.

	Vision	Dental	Life	Totals	City pays	EE pays
Employee only	\$ 7.87	\$ 43.37	\$5.70	\$ 56.94	\$ 54.01	\$ 2.93
Employee + 1	\$15.68	\$106.91	\$5.70	\$128.29	\$116.54	\$11.75

Employee + 2+	\$20.25	\$107.08	\$5.70	\$133.03	\$120.82	\$12.21
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CITY will pay the remaining premium for dental/life and vision.

ARTICLE 15 EDUCATIONAL INCENTIVES

15.1 COLLEGE DEGREES

15.1.1 CITY agrees to pay the following education incentives on base salary to regular employees hired prior to January 1, 1998 who hold degrees above the minimum required in their respective classification.

Achievement in Fire Science	\$ 300 annually
Associates Degree	\$ 600 annually
Bachelor's Degree	\$1200 annually

15.1.2 If an employee's job description requires an Associate's degree, and the employee has a Bachelor's Degree, the employee will receive only the difference between an Associate's and a Bachelor's degree, or \$600 annually.

15.1.3 If an employee's job description requires a degree, or if an employee is promoted to a classification that requires a degree, the employee shall not receive education incentive pay for the required degree.

This section shall not be interpreted to reduce the amount of education incentive pay that any employee, hired prior to January 1, 1998, receives, notwithstanding the fact that the employee is promoted to a higher position requiring a particular degree, or the fact that the job description for the employee's existing position has been revised to require a particular degree. -In the event an employee hired prior to January 1, 1998 promotes to a position requiring a degree not required by the lower position, or if the job description for an employee hired prior to January 1, 1998, is revised to require a degree, not previously required for the position, the employee shall, for the term of this MOU, continue to receive the amount of education incentive pay received in the lower position or previous job description.

15.1.4 Based on the new job descriptions for all classifications, which were adopted in May 1995, as well as salary survey implementation over the last three years, employees currently in positions now required to hold an AA or BA degree, according to the job description for the classification they hold, will continue to receive an educational incentive for said degree. Any employees, hired on or after January 1, 1998, or current employees, promoted on or after January 1, 1998, to positions requiring degrees, will be subject to ~~s~~Section 15.1.3 above.

15.1.5 Employees, hired on or after January 1, 1998, shall not be eligible for this incentive. Additionally, MBFF, hired prior to January 1, 1998, and in the process of obtaining their AA or BA degree, have until December 31, 2000, to obtain said degree and be

eligible for the incentive. After December 31, 2000, this incentive shall expire, except as otherwise set forth in this section.

ARTICLE 16 UNIFORM ALLOWANCE

The uniform for the Fire Department is a two-piece work uniform, and two T-shirts, of a style, material and manufacture determined by the Fire Chief. Two (2) complete uniforms will be provided upon initial employment with the Fire Department, and replacements provided are on an "as needed basis," as determined by the Fire Chief. The CITY will provide safety footgear of a type, style, and manufacture, as recommended by the Fire Chief. CITY is responsible for normal upkeep, i.e., heels and soles, with replacement as determined by the Fire Chief.

ARTICLE 17 SALARIES

17.1 ~~Effective the pay period including January 1, 2014, salaries shall be increased by two (2%) percent. Effective with the pay period including July 1, 2014, MBFF salaries shall be increased by three percent (3%).~~

~~Effective with the pay period including July 1, 2015, MBFF salaries shall be increased by three percent (3%).~~

Attached Exhibit ~~BA~~ reflects salaries for the MBFF for the duration of this ~~Agreement~~ MOU.

17.2 All salary adjustments, including, but not limited to, merit increases, educational incentives, and any other pay adjustments, will take effect at the beginning of the next payroll period after the scheduled effective date of the increase.

17.3 Any and all education/special pay incentives will be added to base salary.

17.4 Electronic Deposit. All employees hired after January 1, 2003, shall receive their pay by electronic methods. New hires must present account information for a checking or a savings account, with an ACH member financial institution.

17.5 The following agencies shall be utilized for compensation comparison purposes: Arroyo Grande, Atascadero, CDF, Cambria, Paso Robles, and San Luis Obispo.

17.6 ~~MBFF to conduct a comparable cities compensation survey prior to the commencement of negotiations for the period beginning July 1, 2014.~~

ARTICLE 18 SPECIAL PAY PRACTICES

18.1 MEDIC DIFFERENTIAL

18.1.1 An employee, certified as an EMT-P (Paramedic), shall receive a monthly differential of \$450 per month.

18.1.2 The ~~City~~CITY may require any employee to attend EMT-P training.

18.1.2 The CITY and MBFF retains the right to re-open negotiations after January 1, 2015, to discuss increases to Article 18.1.1.

18.2 CALL-OUT PAY

18.2.1 It is agreed that the CITY will guarantee a minimum of ~~two~~three (3) hours pay, computed at straight hourly rates, for any MBFF member called back to duty from an off-duty status.

18.2.2 If an employee is called to return to duty, such call-out shall not be canceled until the employee reports to the ~~f~~Fire ~~s~~Station. To be eligible to receive the minimum, the employee must report to the ~~f~~Fire ~~s~~Station.

18.2.3 If an employee is on-duty and held beyond the end of the work period, time worked will be paid as actual hours worked, under Section 10.4 of this ~~agreement~~MOU. Such holdover shall not qualify for Call-out Pay.

18.3 WORKING OUT-OF-CLASS

Employees may be worked on an out-of-class assignment only as provided in the Personnel Rules and Regulations of the ~~City~~CITY of ~~Morro Bay~~, except as provided herein below:

18.3.1 Employees shall receive an additional 5% compensation for out-of-class assignments that last 24 consecutive hours. Such additional 5% pay shall start on the 25th hour, retroactive to the first hour of the out-of-class assignment. Such additional compensation shall be paid during the first six (6) months of the out-of-class assignment.

18.3.2 If the assignment is extended by ~~6~~six (6) months, then starting on the first day of the extension:

18.3.2.1 ~~€~~The employee shall continue to receive the 5% compensation, if the out-of-class assignment is required to fill an absence due to an employee who is out on 4850 leave.

18.3.2.2 ~~€~~The employee shall receive an additional 5% for a total of 10% additional compensation, if the out-of-class assignment is required to fill a vacant position.

18.3.3 An employee placed in an out-of-class assignment will not be taken off that assignment for the sole purpose of avoiding the payment provided above.

18.3.4 Whenever possible, ~~City~~CITY intends to fill vacancies with qualified employees.

~~18.3.4~~ 18.3.5 Short-term out-of-class assignments (such as Acting Captain) will be paid on an hour-for-hour basis.

18.4 STANDBY PAY

Compensation for standby duty for acting Fire Chief position, when not called back to duty, shall be paid two (2) hours of overtime pay (acting rate) per full 24 hour shift.

~~18.5 ACTING PAY~~

~~18.5.1 In the absence of a captain on any shift, an engineer will be designated as Acting Captain.~~

~~18.5.2 Employees, designated as indicated in 18.5.1, shall receive an additional 5% per hour, while performing that assignment, on an hour for hour basis.~~

ARTICLE 19 HEALTH AND SAFETY ARTICLE

19.1 Management shall provide and maintain safe and healthy work facilities and equipment.

19.2 Safety and health conditions in employment in the ~~City~~CITY of Morro Bay are subject to the provisions of State and Federal legislation, which regulates the health environment and safety conditions of the work place.

19.3 A Citywide Safety/Loss Control Committee shall be established, and shall review accidents, review alleged safety deficiencies, and recommend safety training and safety equipment. The MBFF may appoint one unit representative to serve on the committee. If the committee meets, during the designated employee's normal working hours, the employee shall receive paid release time to attend the meeting.

19.4 If an employee becomes alerted to an unsafe condition or health hazard, he/she shall report such condition to his/her immediate supervisor. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally, or through the steward, to his/her Department Head, or designated safety representative. On any matter of safety not resolved, after proceeding through the above process, consultation will take place between management and the MBFF, if requested.

19.5 A first aid kit shall be furnished and maintained at work facilities readily and conveniently accessible to MBFF employees.

19.6 Management agrees to provide to employees, who are exposed to potentially toxic agents or toxic materials, the appropriate medical services at no cost to the employee.

19.7 Any safety equipment required by the CITY shall be furnished by the CITY.

ARTICLE 20 MINIMUM STAFFING

- 20.1 CITY agrees to provide minimum staffing of three full-time personnel except in cases of emergency as determined by the Fire Chief.
- a. Exception: For brief transitional periods lasting 10 hours or less, minimum staffing may be allowed to drop to a minimum of two with the Chief's approval.
- 20.2 The 2004 Morro Bay Fire Department 5-Year Strategic Plan recommended that the ~~City~~CITY of Morro Bay provide 4-person daily staffing in the Fire Department.
- a. The ~~City~~CITY and MBFFA agree that 4-person full-time minimum staffing will be provided in the MOU, when a second fire station or second company is staffed and operational. The 4-person minimum refers to the total on-duty staffing of full-time firefighters in the ~~City~~CITY of Morro Bay.
 - b. The ~~City~~CITY currently staffs a single, two-piece suppression company consisting of an engine and a rescue. This response configuration is not affected by item a. above.
- 20.3 The ~~City~~CITY agrees to cap the total number of part-time, unrepresented firefighters to one per scheduled 24 hour shift.
- a. Exception: In an emergency, and for mutual aid response coverage, the ~~City~~CITY may have more than one reserve firefighter working 24-hour shifts, provided the ~~City~~CITY is meeting its minimum staffing requirements.
- 20.3.1 For as there are seven filled Firefighter/Engineer positions within the Department, the least senior qualified person will be assigned to vacation relief. In the event of retirement, resignation or termination, vacation relief individual will have the first right of refusal to that open position. If the seventh Firefighter/Engineer position is eliminated, there will be no vacation relief position.
- 20.3.2 The ~~City~~CITY will post a work schedule every 30 days for the vacation relief position, and provide 96 hours notice prior to making schedule changes. There will be no more than two schedule changes within each 30 day schedule.
- 20.4 ~~If the City~~CITY ~~agrees to an economic package substantively different from the MBFF settlement for the period of July 1, 2013 through June 30, 2016, it will reopen negotiations with the MBFF.~~

ARTICLE 21 PERSONNEL RULES

Parties recognize the applicability and agreement with the Personnel Rules utilized by the ~~City~~CITY for all employees. From time to time, the Personnel Rules may be amended, and the ~~City~~CITY will offer the opportunity to meet and confer on those items, within the scope of bargaining. Nothing in this article shall make the ~~City~~CITY's Personnel Rules subject to the Grievance Procedure.

ARTICLE 22 LAYOFFS

The parties agree to use the layoff procedure as set forth in 2.32.120 of the ~~City~~CITY's of Morro Bay-Municipal Code along with the CITY Layoff Policy.

For purposes of workforce reductions, as outlined by the ~~City~~CITY's ~~p~~Personnel ~~r~~Rules and Regulations, shifts worked by part-time, unrepresented employees will be eliminated prior to a reduction in full-time MOU represented personnel.

ARTICLE 23 PROCESSING OF FORMAL GRIEVANCES

23.1 The MBFF agrees that whenever investigation or processing of a grievance is to be transacted during working hours, only the amount of time necessary to bring about a prompt disposition of the matter will be utilized. It is further agreed that the time spent on an investigation and processing of grievances will not interfere with the normal operation of the department. CITY agrees to provide a reasonable amount of time for the investigation and the processing of a grievance, but by so agreeing does not imply that the processing or investigation of a grievance shall take priority over normal functions of the department.

23.2 CITY further agrees that any payment of overtime arising because of MBFF personnel's involvement in grievance investigation or processing shall not be authorized. Time spent on the investigation and processing of grievances will be recorded on a form provided by CITY. Stewards will be permitted reasonable time-off with pay for the investigation and processing of grievances provided, however, stewards shall first obtain permission from the department head and/or his/her designee and inform him/her of the nature of his/her business. CITY shall grant such permission promptly unless such absence would cause an undue interruption of work or would require the CITY to pay overtime in order to maintain the normal operation of the department.

23.3 Upon entering the work location, the steward shall inform the department head and supervisor of the nature of his/her business. Permission to leave a job will be granted to the employee involved unless such absence would cause an interruption of work. If the employee cannot be made available, the steward will seek an alternate time for employee availability with the department head or supervisor.

23.4 It is agreed that in some instances the investigation and processing of a grievance may be accomplished on the employee's time. This ~~agreement~~MOU is in recognition of the mutual sharing of costs involved in the handling of employee-initiated actions.

23.5 Procedures shall be in accordance with Resolution No. 46-74 and any amendments thereto.

ARTICLE 24 ELIMINATION OF FIRE SERVICE

If the fire service function of the ~~City~~CITY of ~~Morro Bay~~ is merged into another agency, or if another agency assumes said function, then prior to such action, the ~~City~~CITY shall meet and confer with MBFF concerning the effects of such action.

ARTICLE 25 NO STRIKE, NO LOCK-OUT

25.1 During the life of this ~~agreement~~MOU, the ~~City~~CITY will not lock out any employees nor will the MBFF cause, authorize, advise or encourage any interruption of work or any other concerted refusal to render services or to work, including overtime or any other curtailment or restriction of work at any time during the term of this ~~Agreement~~MOU. The term "interruption of work" shall mean any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slow down of work.

25.2 There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute.

25.3 Any employee engaging in any action prohibited by this Article shall be subject to immediate discharge or such other discipline as the CITY may assess. Such discharge or discipline shall not be reviewable through the Grievance Procedure.

ARTICLE 26 FULL UNDERSTANDING, MODIFICATION, WAIVER

26.1 This ~~Agreement~~MOU sets forth the full and entire understanding of the parties, regarding the matters set forth herein, and any other prior or existing understanding or ~~agreement~~MOUs by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

26.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

26.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the CITY and ratified by the membership of the MBFF.

26.4 The waiver of any breach of any term, or condition of this ~~Agreement~~MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 27 SEVERABILITY

If any provision(s) are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Date: _____

Date: _____

MORRO BAY FIRE FIGHTERS

CITY OF MORRO BAY

Jeff Simpson

Edward Kreins, Interim City Manager

Michael Talmadge

Susan Slayton, Admin Svcs Dir

Laurie Goforth, Human Resources Analyst



AGENDA NO: A-12

MEETING DATE: October 28, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE:** October 24, 2014

FROM: Robert Livick, PE/PLS – Public Services Director/City Engineer
Richard Sauerwein, PE, Capital Projects Manager

SUBJECT: Award of Contract to Souza Construction, Inc. of San Luis Obispo, CA for the Project No. MB-2015-ST01: Morro Bay Streets Rehabilitation Program: Citywide Streets Rehabilitation and Pavement Replacement

RECOMMENDATION

Staff recommends the City Council provide up to \$193,552 in additional funds for this project from excess reserves as a result of the Dynegy payment; accept the bid from the low bidder, Souza Construction of San Luis Obispo in the amount of \$1,511,635; and, direct staff to reduce contract costs through change orders to a maximum expenditure of \$1,318,083.

ALTERNATIVES

- 1) Fully fund the entire project scope by authorizing an expenditure of up to \$193,552 in additional funds for this project from excess reserves as a result of the Dynegy payment, and accept the bid from the low bidder, Souza Construction of San Luis Obispo in the amount of \$1,511,635.
- 2) Reject all of the bids and re-bid the project, thereby delaying Pavement Renovation until Spring 2015.
- 3) Eliminate Del Mar Park Parking Lot (Bid Alternate C) in its entirety, if Council rejects the use of Governmental (Park) Impact Fees for funding the parking lot repairs.

FISCAL IMPACT

The Project is funded from multiple sources as noted in the attached Budget Summary. With the adoption of the FY 2014/2015 Budget, Council approved \$708,083, which is derived from \$457,340 in Measure Q funds and \$277,233 from a prior year carry-over, for the Pavement Maintenance program. Additionally, the San Luis Obispo Council of Governments (SLOCOG) approved \$275,000 in Regional Surface Transportation Program (RSTP) funds for design and construction for South Bay Boulevard. A Bicycle Transportation Account (BTA) Grant provides \$60,000 including the \$11,200 City cost share from Measure Q for the Bike Gap Project. The Recreation & Parks Department has requested \$75,000 from Government Impact Fees and allocated \$105,000 from existing operating accounts (Del Mar Park Parking Lot); a \$30,000 increase from budget request. The Water Revenue Funds can provide \$180,000 for trench line repair, a \$30,000 increase from the original budget request. The Sewer Operating Budget has

Prepared By: RPS

Dept Review: RL

City Manager Review: _____

City Attorney Review: _____

allocated \$40,000 for manhole frames and lid replacement. \$100,000 is apportioned, from the Measure Q, Storm Drain Improvements allocation. Total allocated revenue is \$1,543,083.

City staff has apportioned \$50,000 for day to day street maintenance activities, such as potholing, crack sealing and other safety related street repairs, and \$25,000 for equipment lease. In addition, staff expects to expend approximately \$150,000 for Design / Construction Management consultants. Therefore, a total of \$1,736,635 is needed to fund the entire Street Improvement Program including the 2015 Pavement Management Program Street Rehabilitation Project. There is a \$193,552 shortfall and additional funds are required from unallocated excess reserves (resulting from the Dynegy Payment) and/or risk management funds to award the contract to the low bidder.

SUMMARY

The Invitation for Bids was posted in the San Luis Obispo Tribune on October 5th and 12th. Bids were opened on October 23rd at 2 PM in the Public Services Conference Room. Bids were received from three (3) contractors as noted in the attached Bid Summary Sheet. All bidders were deemed responsive. The bids ranged from a low of \$1,511,635 to a high of \$1,925,825. The City Engineer's estimate for this project is \$1,450,263.

BACKGROUND

On January 14, 2013, the PWAB held a public meeting (The "Streets Summit") to discuss street maintenance and solicit public comment. From March through May 2013, the City Council and staff conducted a series of Goal Setting Workshops to establish City priorities for the upcoming fiscal year. In response to community priorities, the City Council approved the FY2014/15 Budget that allocated additional resources from Measure Q to augment General Fund and Gas Tax revenues for the repair and maintenance of Morro Bay streets. The list of streets included in the 2015 program has been modified based on expanded application of 3-Layer Cape Seal which was initially demonstrated two years ago and the results of our annual pavement survey which indicated increased deterioration on many of the streets selected. Due to funding limitations, the 3-Layer Cape was not used as extensively as staff desired and the current program largely represents stop-gap measures until a new revenue stream is identified to fully fund a program that can achieve our goal of a Pavement Condition Index of 70 throughout the City.

DISCUSSION

This contract award is the only project which will be awarded to complete the 2015 Pavement Rehabilitation Program. This marks the third consecutive year that City streets have been rehabilitated under the City's Pavement Management Plan, adopted by City Council in June 2011.

This project entails the dig-out and replacement of badly deteriorated pavement on rehabilitation of 44 sections of roadway on the streets shown on the attached map. The project includes major rehabilitation on South Bay Boulevard, a portion of Panorama Avenue, and Del Mar Park parking lot, where work is expected to be concluded before the New Year. Preliminary trench repairs will be performed by City water crews, crack sealing by City street crews, while the larger structural pavement will be repaired by contractors who have the necessary equipment.

Staff believes the bid to be very competitive. The bid contains one minor irregularity; a misunderstanding of the line item requirement that resulted in a corrected bid item of \$21,000 less than the written bid.

Due to budget constraints, only a minimal amount of work items adjacent to the streets to be rehabilitated (i.e. sidewalks, curbs, gutters, etc.) were included. These work items amount to approximately \$25,000.

CONCLUSION

Staff recommends the City Council award the project contract to Souza Construction, Inc., in the amount of \$1,511,635 which requires authority to obligate an additional \$193,552 from reserve to cover a potential shortfall until a deductive change order can be agreed upon after award to reduce project scope.

ATTACHMENT

- 1) Project Budget Summary
- 2) Bid Summary Sheet
- 3) Citywide Street Map

PROJECT BUDGET SUMMARY

REVENUES

\$ 708,083	Measure Q
275,000	SLOCOG RSTP
60,000	BTA Grant (includes \$11,200 city cost share from Measure Q)
180,000	Parks (Delmar Parking Lot)(\$30k increase from budget request)
180,000	Water Revenue Fund (\$30k increase from budget)
40,000	Sewer Operating Budget
<u>100,000</u>	Storm Drain Improvements (Measure Q)
\$ 1,543,083	

COSTS

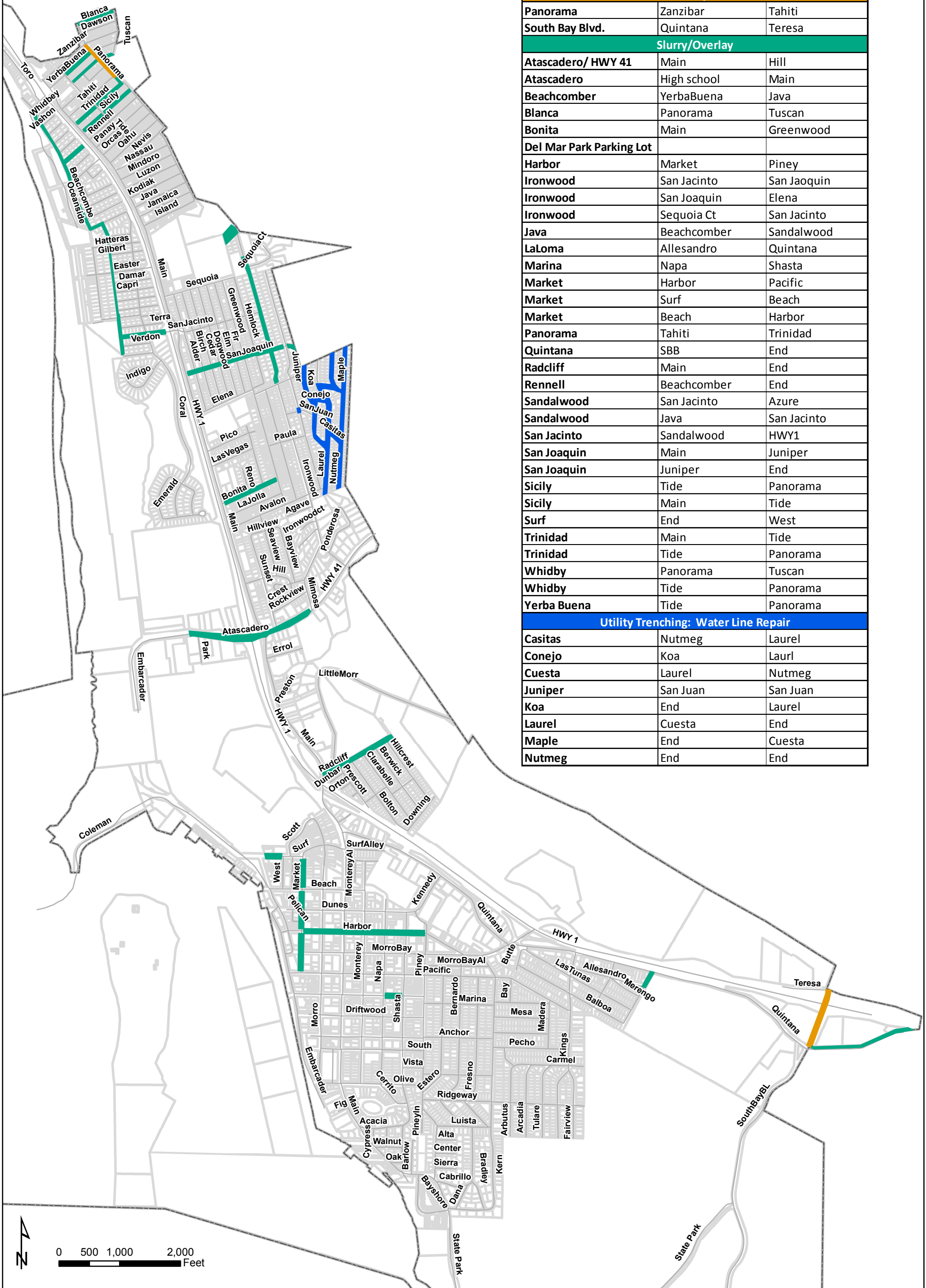
1,511,635	Low Bid
150,000	Design / Constr Mgt
50,000	Street Maintenance
<u>25,000</u>	Skid Steer Lease
\$ 1,736,635 Total	\$193,552 Additional Funds required

City of Morro Bay

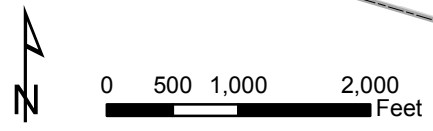
Pavement Replacement Project MB2015-ST01: Bid Summary

CONTRACTOR	Total Bid Amount
Souza Construction P.O. Box 3810 San Luis Obispo, CA 93403 A-479476	\$1,511,635.00
Calportland P.O. Box 1280 Santa Maria, CA 93456 A-523019	\$1,560,772.90
R. Burke P.O. Box 956 San Luis Obispo, CA 93406 A-264193	\$1,905,024.50

City of Morro Bay 2014 Street Rehabilitation



Project Street	Start Cross Street	End Cross Street
Pavement Replacement		
Panorama	Zanzibar	Tahiti
South Bay Blvd.	Quintana	Teresa
Slurry/Overlay		
Atascadero/ HWY 41	Main	Hill
Atascadero	High school	Main
Beachcomber	YerbaBuena	Java
Blanca	Panorama	Tuscan
Bonita	Main	Greenwood
Del Mar Park Parking Lot		
Harbor	Market	Piney
Ironwood	San Jacinto	San Joaquin
Ironwood	San Joaquin	Elena
Ironwood	Sequoia Ct	San Jacinto
Java	Beachcomber	Sandalwood
LaLoma	Allesandro	Quintana
Marina	Napa	Shasta
Market	Harbor	Pacific
Market	Surf	Beach
Market	Beach	Harbor
Panorama	Tahiti	Trinidad
Quintana	SBB	End
Radcliff	Main	End
Rennell	Beachcomber	End
Sandalwood	San Jacinto	Azure
Sandalwood	Java	San Jacinto
San Jacinto	Sandalwood	HWY1
San Joaquin	Main	Juniper
San Joaquin	Juniper	End
Sicily	Tide	Panorama
Sicily	Main	Tide
Surf	End	West
Trinidad	Main	Tide
Trinidad	Tide	Panorama
Whidby	Panorama	Tuscan
Whidby	Tide	Panorama
Yerba Buena	Tide	Panorama
Utility Trenching: Water Line Repair		
Casitas	Nutmeg	Laurel
Conejo	Koa	Lauri
Cuesta	Laurel	Nutmeg
Juniper	San Juan	San Juan
Koa	End	Laurel
Laurel	Cuesta	End
Maple	End	Cuesta
Nutmeg	End	End





AGENDA NO: A-13
MEETING DATE: October 28, 2014

Staff Report

TO: Honorable Mayor and City Council **DATE:** October 21, 2014
FROM: Rob Livick, PE/PLS – Public Services Director/City Engineer
Barry Rands, PE – Associate Engineer
SUBJECT: Authorization to Rebid Contract for the Project No. MB-2013-S2:
Morro Creek Multi-Use Trail and Bridge Project

RECOMMENDATION

Staff recommends the City Council reject all bids and authorize staff rebid the project as soon as possible.

ALTERNATIVES

- 1) Provide up to \$402,560 in additional funds for this project from excess reserves as a result of the Dynegy payment, accept the bid from the low bidder, Souza Construction of San Luis Obispo, and reduce project costs through change orders and cost reduction incentives.

FISCAL IMPACT

The construction phase of the project, including construction management services, is partially funded by a grant from federal and state funds for \$1,268,000. The funding application committed the City to a match of \$168,670. Total available funds are \$1,436,670. Construction management is expected to cost approximately \$150,000. This leaves \$1,286,670 for construction costs, including contingencies. The low bid came in at \$1,560,560, exceeding available funding by \$273,890. Adding a 10% contingency reserve of \$128,670, the shortfall becomes \$402,560. To award the bid, the City Council would have to provide a minimum of \$273,890 in additional funds and ideally \$402,560 in additional funds to cover contingencies.

SUMMARY

The Morro Creek Multi-Use Trail and Bridge Project was approved for design in July, 2013. The design was completed and all permits acquired in August, 2014. Additional funding was also procured to cover increase in anticipated costs due to design changes (emergency vehicle loading and lighting) and revised cost estimates based on detailed design. The Invitation for Bids was posted in the San Luis Obispo Tribune on September 11th and 16th. Bids were opened on October 14th at 2pm in the Public Services Conference Room. Eight bids were received, ranging from a high of \$2,064,060 to a low of \$1,560,560. The low bidder was Souza Construction of San Luis Obispo. Staff review of the bid proposals revealed no irregularities in the low bidder’s proposal. Staff recommends that all bids be rejected and the project reconfigured to lower the estimated project cost to be compatible with available funds. Construction is expected to take six months, but less if we

Prepared By: BCR Dept Review: RL
City Manager Review: _____
City Attorney Review: _____

have a mild winter.

DISCUSSION

As stated in the Fiscal Impact section, available funds are insufficient to award the contract to the low bidder. City staff have contacted SLOCOG about the availability of additional funds but did not receive a favorable response. Investigations into reducing costs however, have been fruitful. By changing the specifications on two bid items, significant cost savings could be realized. Currently, the hydroseeding specification requires the contractor to bid the cost of initial establishment of vegetation and five years of maintenance. By removing the maintenance requirements from the contract, a 75% cost savings should be realized. However, the City would then be required to perform the necessary vegetative maintenance called for in the Restoration Plan. The other item is the bridge foundation. The current specification requires the contractor to use a specific proprietary method to install piles for the bridge foundation on each bank. The method is a good one and will provide a stable foundation with little risk of environmental impact but may be cost prohibitive. Other less expensive methods are possible, but require the contractor to use additional care and be aware of the potential issues when drilling to avoid damaging sensitive habitat. If the contractor is allowed to bid an alternative pile installation method while at the same time assuming the environmental risk, significant cost savings in this area could also be realized. Other potential cost reductions such as phasing of improvements may also be employed as cost saving measures.

One of the major risks in rebidding this project is the associated delay which will make it more difficult to meet the deadlines proscribed by the funding agency. According to grant requirements, the construction contract must be awarded by December 31, 2014. If all goes well, the City can still meet this deadline, but any complications could jeopardize funding. City staff has applied with the California Transportation Commission (CTC) for an extension of the December 31st deadline, but the next meeting of the CTC to consider our request will not be held until December 10th, after the last City Council meeting of the year.

The alternative to rejecting bids is for the Council to provide additional funds for the project, accept the low bid and reduce project costs through change orders and cost reduction incentives. This alternative would have the advantage of meeting the current deadline for awarding funds and would likely result in earlier project completion, but the magnitude of potential cost reductions is likely to be smaller than if the project were rebid. The Public Contract Code allows deliberations with the low bidder to discuss potential cost saving strategies, but does not allow specific cost negotiations prior to award. The best way to assure cost reductions prior to award is to rebid the project with reduced cost design elements incorporated in the revised project.

CONCLUSION

Staff recommends the City Council reject all bids and rebid the project as soon as possible.

ATTACHMENT

Bid Summary Sheet

MB-2013-S2 Bid Summary

1.) FRICKER & BUTTERS \$ 1,600,593 ⁷⁵

Comments:

2.) E. BURKE CORP. \$ 2,064,060

Comments:

3.) WHITAKER CONST. \$ 1,815,460

Comments:

4.) JOHN MADRONIA CONST \$ 1,814,633 ⁶⁵

Comments:

5.) REMINHA CONST. \$ 1,796,217

Comments:

6.) CAL PORTLAND \$ 1,592,971

Comments:

7.) SANZA CONST. \$ 1,560,560

Comments: Apparent low bidder

8.) V. LOPEZ JR. & SONS \$ 1,701,606 ⁵⁰

Comments:

9.) _____ \$ _____

Comments:

10.) _____ \$ _____

Comments:

11.) _____ \$ _____

Comments:



AGENDA NO: C-1

MEETING DATE: 10/28/14

Staff Report

TO: Honorable Mayor and City Council **DATE:** October 22, 2014
FROM: David Buckingham, City Manager
SUBJECT: Discussion and Direction on the Municipal Audit Services (MAS) Business License Compliance Audit Program

RECOMMENDATION

Staff recommends the Council affirm its decision to conduct a business license audit using Municipal Auditing Services (MAS) of Fresno, CA as a consultant while directing staff to continue outreach to the Morro Bay business community to improve the quality of the audit and reassure businesses of our commitment to improve the business climate in Morro Bay. Staff also recommends the Council direct staff to closely review the business license “master fee schedule” and propose changes to commence in FY 15/16.

ALTERNATIVES

1. Pause the audit. Staff has conducted substantial research and assessment of the audit. There is likely little new information to be gained by pausing the audit.
2. Cancel the audit. The City, and the Council, have a legal responsibility to enforce our code and there are no provisions in the law for forgiving unpaid taxes. It would be unwise to cancel this audit.

FISCAL IMPACT

Pausing or cancelling the audit may result in a significant General Fund loss to the City. Conservative projections indicate, as a result of this audit, the City will likely recoup approximately \$1,000,000 in unpaid taxes and penalties. That is well over twice as much as we spend on street improvements every year.

SUMMARY

On July 8, 2014, the Council voted 5-0 to engage MAS to conduct an audit of four years, plus the current year, of Morro Bay business licenses. (The audit encompasses tax years ‘10-11, ‘11-12, ‘12-13 and ‘13-14, in addition to the current year.) The contract is a three-year agreement in which MAS serves as an extension of the City performing tasks staff is not able to perform due to reductions in the City organization. Under the terms of the contract, MAS receives no initial payment from the City, but is paid a percentage (40%) of the back taxes and penalties that are paid

Prepared By: DB

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

to the City as a result of the audit. MAS's approach is two-fold: 1) "Deficiency" - Determine if any current business license holders are deficient. That is, do they have the appropriate license for the size and type of business?; and, 2) "Discovery" - Determine if there are any businesses operating in Morro Bay without an appropriate Morro Bay business license. We anticipate 15% of the lost revenue will be due to deficiency and 85% of the lost revenue will be from discovery, much of which will be out-of-town businesses who are doing business in Morro Bay without a license. Both situations create an unfair playing field for our fully compliant home-town businesses. In sum, the purpose of this audit is to ensure all entities conducting business in Morro Bay are paying their fair share.

BACKGROUND

As with most cities, Morro Bay used to have a compliance section that audited businesses. While these audits often relied on looking at advertisements, internet searches, storefront drive-bys, follow-up calls, etc., the City has always had the right, and the responsibility, to conduct on-site visits to local businesses in which the auditor could review the businesses' books in sufficient detail to ensure compliance. Those positions were abolished over time and Morro Bay has not had an effective business license auditing program for perhaps a decade or more. A good indicator of the result of that lack of oversight is it is likely only 50-60% of the entities doing business in Morro Bay have the business licenses required by our municipal code. While a few of those are certainly home hobbyists, the vast majority are sizable out-of-town companies and corporations doing business in Morro Bay.

DISCUSSION

Following are some important notes on the background and basis for the audit:

- One of the less pleasant, but important roles of local government, is to ensure compliance with various laws, codes and regulations, including compliance with our business licensing requirements. To that end, Morro Bay contracted with MAS to help us conduct an audit of our business licenses.
- From the City's perspective, we understand the importance and benefits business brings to Morro Bay, and are working to ensure a level playing field for all businesses. That playing field includes appropriate permits and licenses. The services being provided by MAS will help ensure all businesses are "paying their fair share." As an example, we don't want a plumber or printer in Morro Bay to be disadvantaged by an out-of-town business who may provide services here, but does not pay the appropriate business license tax. Generally speaking, the Morro Bay Municipal Code essentially states, if you do business in Morro Bay, then whether you are brick and mortar, an approved home occupation, or from out of town, you must possess a current business license. That allows our businesses to partner with the City to help maintain essential services and infrastructure - keeping our streets paved, our firemen trained and our police well-equipped.
- We are in the first couple months of a three-year business license audit. At this point, all Morro Bay local businesses who have a business license have been contacted by MAS.

- We estimate the City has lost about \$200,000 in revenue per year in business license taxes – approximately 2% of our General Fund budget, or approximately half of what we have budgeted to spend on street improvement.
- There is no precedent in federal, state or local law to forgive back taxes. The City has a responsibility to make reasonable efforts to collect taxes and our businesses have a responsibility to pay them. Pausing or canceling the audit would effectively “forgive” taxes owed to the City and would create both a bad precedent and be unfair to the 1000+ businesses who are excellent corporate citizens.
- By law, the City has the right to audit businesses for the purpose of confirming compliance with our code. Similar to the Fire Marshal’s right to enter any business premises to ensure public safety is protected, the City has the right to enter and audit the books of any business to ensure the public fisc is protected.
- The City, through MAS, is conducting this audit in the least intrusive manner appropriate. Thus, we have started with letters and phone calls. While we would certainly like to visit every business owner in their business – to also talk about how to improve the business climate in Morro Bay – it is appropriate and efficient, even if a bit impersonal, to begin the process with letters and phone calls. If any business prefers an onsite audit, then the City or its representatives would be happy to do so. To date, no business has requested an onsite audit.
- Some businesses can complete the audit with a simple phone call. For example, a home hobbyist or home artist is likely able to complete the audit in about five minutes by phone.
- More robust businesses are asked to provide some documentation to help confirm compliance with our Municipal Code. The main component of the request is payroll information to simply confirm the number of employees/full-time equivalents. Employers are asked to provide W-3s, or W-2s (with personal and compensations info redacted), or other documentation to help us determine how many full-time equivalent employees the business employs.
- Businesses are also asked to provide a list of their suppliers/vendors/maintenance services, who provide services in Morro Bay and should also have a current business license. The purpose of this request is to help discover entities who are conducting business in Morro Bay without a license, again to level the playing field for those businesses that are licensed to operate in the City.
- Discovery is a key part of the audit, which we anticipate will result in the collection of approximately \$750,000 of back taxes and penalties, and add around \$170,000 in annual revenue going forward from businesses we will “discover” as part of this audit. Jordano’s Inc. is a great example of this “discovery.” One good corporate citizen in Morro Bay identified Jordano’s as one of their suppliers and our audit discovered Jordano’s has not held a Morro Bay business license for at least four years. Jordano’s is, according to their website,

“The Food and Beverage Distribution Powerhouse in Central and Southern California for More than 99 Years” with annual sales of over \$100 million. When contacted by the City, Jordano’s apologized for failing to pay our business license tax and promptly sent the city a check for approximately \$1250.

- We are requesting, not demanding, local businesses provide us a vendor and service provider list. Were the City to conduct an in-person audit at a local business establishment, part of that audit could include reviewing receipts and invoices, which would provide similar discovery information. When a business chooses not to share their vendor/service provider list, MAS closes the case without receiving that information and, except in instances where it is obvious a business has a measurable number of unreported vendors, the City will likely not follow up with a demand for vendor information or conduct an on-site audit.

A local business that we will not name in this report but will refer to as “XYZ Services” is a good example of this. The owner of “XYZ Services” stated in their phone interview with MAS that they had no employees and no one providing any services on site. (except for two maintenance service providers they did list) MAS therefore closed the case. A brief review of “XYZ Services” website, however, indicates the business likely has at least one full-time employee and has 15-20 independent contractors operating out of the XYZ Services facility – none of whom have a Morro Bay business license. In such cases, the City is likely to follow up with a request for “XYZ Services” to prove they do not have any employees, and to provide contact information for the unlicensed independent contractors operating out of their business. The typical independent contractor operating from “XYZ Services” likely bills upwards of \$18,000 / year. Requiring that contractor to obtain the \$136 annual business license our code requires is appropriate.

- Like Jordano’s, with a few atypical exceptions, the maximum bill a local Morro Bay taxpayer responding promptly would receive during this audit is \$1250.00. That is calculated as*:
 - o \$ 544 Four years back taxes (\$136 x 4)
 - o \$ 544 Four years penalties (\$136 x 4)
 - o \$ 136 Current Year Business License Tax
 - o \$1224 Total Bill

- A home hobbyist who has been selling art from home as a hobby for two years and qualifies for a home occupation exception, for 2 years would receive the following approximate bill*:
 - o \$116 Two years back taxes (\$58 x 2)
 - o \$116 Two years penalties (\$58 x 2)
 - o \$ 58 Current Year Business License Tax
 - o \$290 Total Bill

*These are top end approximate numbers (within 5%) since business license rates adjusted slightly in the four years of the audit.

Following are some comments on questions and concerns we have fielded from our businesses and residents.

- “MAS is rude.” Staff, including the City Manager, has listened to the audio of 20± phone conversations between MAS and business entities in Morro Bay. We have not found any of those conversations to even border on being rude or curt or otherwise inappropriate. Several of those reviews were of calls, during which valued members of our business community specifically stated “MAS was rude.” While we acknowledge rudeness is a subjective measure, and a matter of perception, staff is very confident MAS is not engaging our citizens in an inappropriate manner. Some of the calls are indeed businesslike, but we do not believe a neutral observer would describe them as “rude.” If any taxpayer has concerns about how MAS communicated on the phone, then the City Manager will personally review that audio, and will do so with the taxpayer, at his/her convenience.
- “MAS is demanding my vendor information.” Staff, including the City Manager, have listened to numerous audio recordings and reviewed 100+ letters and emails from MAS to our taxpayers. In every instance, MAS “asks” for or “requests” vendor and service provider information. While MAS may not state “you are not required to provide this,” in no circumstance have we seen an indication MAS is using threatening language or otherwise strong-arming our taxpayers.
- “MAS is demanding confidential / proprietary information.” Like governments regularly do, MAS is certainly requesting sensitive information. In each circumstance, MAS recommends the taxpayer redact personal employee information that is not essential to the audit. For example, MAS recommends the employer redact social security numbers from W-2s. As an agent of the City, MAS is bound to hold personal and proprietary information in strict confidentiality as is required by our City code. Section 5.04.190 of our code addresses confidentiality in detail, beginning with: “It is unlawful for the collector or any person having an administrative duty under the provisions of this title to make known in any manner” . . . any information collected in the performance of their duties with regard to business licenses. The sole purpose of requesting vendor and service provider information is to ensure those businesses are “paying their fair share.” After logging essential information, MAS shreds all proprietary information.
- “My suppliers will stop doing business in Morro Bay if they must have a business license.” While there are certainly some marginal interests about whom we should take a look at our municipal code going forward, most of those concerns are unfounded. Both Jordano’s and the independent contractor at “XYZ Services” are perfect examples. Jordano’s is a “\$100 million a year” business and they are not going to flinch at having to pay Morro Bay just like they pay every other City that enforces their Municipal Code. Similarly, an independent contractor who bills \$18,000/year, or even \$1,800/year, will be happy enough to purchase a \$136 business license to be legal.
- “I did not know I had to have a business license” and “the penalty is unfair because I did not know.” While a number of staff have received speeding tickets over the years, none report

“Officer, I did not know this was a 45mph zone” as being an effective argument to get out of a speeding ticket. Under no normal circumstances does ignorance of a law provide a legal justification for avoiding the penalties for violating that law. That said, the City has an appropriate process for providing taxpayers who have weighty concerns with enforcement an appropriate review or appeal.

- “If you Google MAS you will see cities like Alameda have canceled their contracts with MAS over alleged harsh tactics and unfair practices.” Over MAS’s 15 years of business operations, exactly three cities have cancelled their contracts. One cancelled after two weeks - before the audit began. Alameda, indeed, cancelled its contract in early 2014. The Morro Bay City Manager talked to a very senior representative of the City of Alameda and learned Alameda’s decision was not primarily an Executive / City Manager decision. That is, the primary concerns that drove the decision were other than business-related. On the other hand, MAS has a 15-year history of providing effective service to cities as wide-ranging as Beverly Hills and Morro Bay. Very recently, MAS has provided effective/continuing service to the cities of Salinas, Stanton, Hawthorne, Covina and Lemon Grove – just to name a few.
- “I would rather just talk to my City.” From many perspectives, staff agrees. However, we simply do not have a sufficient number of personnel to conduct a business license audit. While we understand it is perhaps a bit less personal than talking to a friendly face across the counter in our Public Services building, we do not assess MAS is acting in a manner that is contrary to how a professional employee of our City would act when conducting an audit. Our taxpayers are able to and have taken the opportunity to talk to our City personnel.
- “How does the appeal process work?” In 95% + of cases, when a taxpayer engages MAS, both the taxpayer and the City’s representative will come to an agreement in which both parties agree the taxpayer is paying the appropriate business license tax, or the taxpayer agrees they have been delinquent in some measure and they pay the appropriate back tax and penalty. In some cases, the taxpayer and the City’s representative will disagree. In those cases, the City of Morro Bay strongly encourages the taxpayer to follow the established appeal process beginning with MAS. Under that process, the taxpayer writes a check for all agreed back taxes, and also writes a protest letter and a separate check for penalties in question. The City of Morro Bay will then receive the packet from MAS, deposit the check for back taxes, then adjudicate the appealed penalty. Taxpayers will be given the opportunity to provide input at an appeal heard by the City’s Tax Collector, the Administrative Services Director.
- “I don’t think a home hobbyist should have to have a business license” or “our business license tax schedule is confusing” or “Morro Bay is making it hard on businesses to compete.” To the latter statement, staff firmly believes the City is actually working to help businesses in Morro Bay. Our goal is to level the playing field so a Morro Bay plumber or printer is not disadvantaged by an out of town service provider who is skipping out on paying taxes. To the former statements, Morro Bay staff recommends the Council direct staff to assess our “Master Fee Schedule” with an eye to streamlining the schedule and

making it as simple as possible to follow the law in Morro Bay.

Finally, while staff has certainly received a number of complaints about this audit, we have also received a number of very positive comments about both the process and the conduct of the audit. This comment from a resident is indicative of the comments staff has received: “On another subject, I am behind you on that audit of City businesses. I strongly suspect that the businesses were used to being coddled when this was done in house, and that they never experienced a real audit before.”

CONCLUSION

In addition to this report, Council should review the letter the City Manager addressed to all Morro Bay businesses regarding the business license audit, and the referenced letters MAS has sent to our taxpayers.

We do not believe City staff is perfect. We make errors daily. Likewise, we anticipate, from time to time, MAS may be imperfect – either in approach or process. That said, we are confident the City, and by extension MAS, are making the best possible effort to conduct an unbiased, effective and overdue audit of our business licenses.

This audit is an appropriate execution of the City responsibility to protect the public fisc. It may not be enjoyable, and it may not be as personal as the service expected from City Hall – but it is professional, balanced and equitable. As we move forward as a City, conducting this review, and continuing this kind of assessment of our effectiveness, is important. We want to be a City where conformance to clearly established codes, regulations and guidelines is more important than who you know at City Hall. In the end, we are working to ensure the plumber, printer or grocer in Morro Bay is not disadvantaged by out-of-town businesses who are not playing by our rules. Staff recommends, strongly, Council affirm the business license audit already in progress – while directing staff to review and propose appropriate modifications to our business license master fee schedule.



City of Morro Bay

Morro Bay, CA 93442

(805) 772-6201

August 18, 2014

TO WHOM IT MAY CONCERN:

Please be advised that the City of Morro Bay has authorized the firm of Municipal Auditing Services (MAS) to conduct a full and complete audit of compliance with the City's business license ordinance.

In this regard, MAS is acting as an extension of City staff, and operates under the rules of the City's business license ordinance. All information obtained as part of the audit is strictly confidential, and shall be used by the City solely for the administration of the business license ordinance.

Please extend your full cooperation to MAS. If you have any questions, please contact MAS directly at (877) 845-7371, as they will be able to best assist you.

Sincerely,

Susan Slayton
Administrative Services Director

FINANCE
595 Harbor Street

ADMINISTRATION
595 Harbor Street

FIRE DEPT.
715 Harbor Street

PUBLIC SERVICES
955 Shasta Avenue

HARBOR DEPT.
1275 Embarcadero Road

CITY ATTORNEY
595 Harbor Street

POLICE DEPT.
850 Morro Bay Boulevard

RECREATION & PARKS
1001 Kennedy Way



City of Morro Bay

Morro Bay, CA 93442

(805) 772-6201

«fldMailDateOne»

«fldBusinessName»

«fldMailAddress»

«fldMailCity», «fldMailState» «fldMailZip»

File I.D. # «fldCaseID»

Dear Business Owner:

Our records indicate your City of Morro Bay Business License File has an account balance of \$«BusinessLicenseNbr» and remains unpaid.

It is always our policy to attempt to resolve this type of matter amicably. Please contact a Municipal Auditing Services LLC representative at 877-845-7370 to discuss this matter.

Please do not disregard this notice. Contact a Municipal Auditing Services LLC associate promptly so that we may resolve your File, or adjust our records accordingly.

If you agree with the above, please make your check payable to the City of Morro Bay and remit to:

City of Morro Bay
C/O Municipal Auditing Services LLC
P.O. Box 11866
Fresno, CA 93775-1866
877-845-7370
(Fax) 559-277-5929
(Email) info@mastax.org

The City of Morro Bay and Municipal Auditing Services would like to thank you in advance for your cooperation.

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«fldMailDateTwo»

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City of Morro Bay

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«fldMailDateThree»

Third Notice

«fldBusinessName»

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«fldMailCity», «fldMailState» «fldMailZip»

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File ID # «fldCaseID»

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During a recent review for the City of Morro Bay, you were identified as possibly conducting business within the City of Morro Bay without a business license. If your firm, employees, agents, or contractors solicited, proposed, represented, sold, delivered, serviced, advertised, or acted in any method or manner with the purpose or intent to solicit or transact business in the City of Morro Bay, you are liable for all taxes, penalties and fees for the applicable years 2009-to date. Please contact Municipal Auditing Services directly at 877-845-7370 for assistance in resolving your business license debt to the City of Morro Bay.

If you already hold a current City of Morro Bay business license, feel you have received this letter in error, or you are not liable for a business license per the City of Morro Bay Municipal Ordinance please contact MAS at (877) 845-7370 so they can correct their records.

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(Email) info@mastax.org

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City of Morro Bay

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«fldMailDateTwo»

Second Notice

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1st Mail Date: «fldMailDateOne»

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595 Harbor Street

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«fldMailDateThree»

Third Notice

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2nd Mail Date: «fldMailDateTwo»

FINANCE
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715 Harbor Street

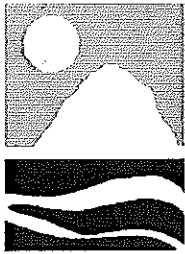
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City of Morro Bay

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«fldMailDateTwo»

Second Notice

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(Email) info@mastax.org

1st Mail Date: «fldMailDateOne»

FINANCE
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715 Harbor Street

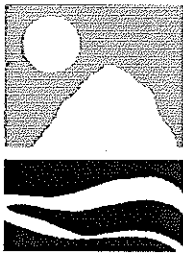
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City of Morro Bay

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City of Morro Bay

595 Harbor Street
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805-772-6201

October 10, 2014

Dear Morro Bay Business Community,

Our business community has raised some concerns with the services Municipal Auditing Services (MAS) of Fresno is providing to the City. Based on those concerns, I thought it useful to provide an update on the MAS business license audit.

One of the less pleasant, but important roles of local government is to ensure compliance with various laws, codes, regulations, etc. – including compliance with our business licensing requirements. To that end, Morro Bay contracted with MAS to help us conduct an audit of our business licenses – a task we used to perform in house.

Years ago, the City's finances allowed management to employ staff whose primary responsibility was to conduct business license compliance checks and audits. With staff reductions resulting from the recent recession, our auditing waned. We determined it would be more cost effective for the City to outsource that service to MAS, rather than hiring, training, and paying salary, benefits and pensions for one or more full-time employees.

The City Council approved the MAS contract on July 8th, 2014. Later that month, the City informed all business license holders of the impending audit. MAS, therefore, is empowered by the City to help us ensure we are fairly and equitably collecting the business license taxes according to city code. I am sure we all understand the importance of maximizing the City's collection of revenues due – revenues that help us fund various essential services across our community.

From the City perspective, we understand the importance and benefits business brings to Morro Bay, and are working to ensure a level playing field for all businesses. That playing field includes appropriate permits and licenses. The services being provided by MAS will help us ensure all businesses are "paying their fair share." As an example, we don't want a plumber or printer in Morro Bay to be disadvantaged by an out-of-town business who may provide services here but does not pay the appropriate business license tax. Generally speaking, the Morro Bay Municipal Code essentially states that if you do business in Morro Bay, whether you are brick and mortar, an approved home occupation, or from out of town, then you must obtain a current business license. This allows your business to partner with the City to

ADMINISTRATION
595 Harbor Street

CITY ATTORNEY
595 Harbor Street

FINANCE DEPARTMENT
595 Harbor Street

FIRE DEPARTMENT
715 Harbor Street

HARBOR DEPARTMENT
1275 Embarcadero Road

POLICE DEPARTMENT
850 Morro Bay Boulevard

PUBLIC SERVICES
955 Shasta Avenue

RECREATION & PARKS
1001 Kennedy Way

help maintain essential services and infrastructure – keeping our streets paved, our firemen trained and our police paid.

Our contract with MAS empowers them to act on behalf of the City to encourage businesses to pay appropriate business license taxes. MAS is not a creditor and has no authority to force anyone to pay anything. Checks are made out to the City of Morro Bay, and MAS has no authority to garnish wages or otherwise act as a creditor. Any disagreements or “protests” of business license taxes or penalties will be forwarded to the City for adjudication. Please note that there is no provision under the law - local, state or federal - for forgiving any back taxes. If you have been operating a business without a business license - the City is obligated to collect those business license taxes. If you believe you have not been operating a business, or believe MAS has miscalculated the amount or type of tax you owe, then you are encouraged to appeal that tax, through the established process.

Regarding the ~1400 Morro Bay businesses already possessing a business license, MAS is requesting two pieces of information.

- First, payroll info that will help confirm that your business is paying the appropriate level of business license tax. Among other measures, our business license tax is based on number of employees. Therefore, MAS is requesting the minimum essential employee information to help them confirm that each business is accurately counting /reporting employees.
- Second, MAS is collecting vendor and contractor information that will help MAS determine if there are businesses providing services in Morro Bay who have not paid the business license tax. While this may seem like a fishing expedition, the purpose is to ensure a level playing field for all businesses in Morro Bay. This will also help ensure the City receives the appropriate license taxes as outlined in the municipal code – taxes that help keep our firemen on duty and our parks maintained.

Here are a few additional notes:

- The City has the authority to audit businesses, and other entities, to ensure compliance with various codes and regulations. Were the City conducting this audit directly, we would be collecting key information from an audited business to make an accurate tax assessment. Under federal, state and local law, a taxpayer has no right to privacy that allows the withholding of such information. The City, of course, has a strict responsibility to use personal or proprietary information only for appropriate purpose. Please be assured that neither the City, nor MAS, will disclose any confidential information that should be kept private.
- I spent an hour on the phone yesterday morning with the Chief Operating Officer of MAS. I am confident MAS is working to provide a fair and equitable audit. Frankly, in my professional governmental career, I've been through a number of audits and compliance inspections, the majority of which felt somewhat ominous. The purpose of an audit is to verify we are all in compliance with certain rules and regulations. We should feel positive in knowing every

business in Morro Bay is playing on a level field. This audit, however uncomfortable, helps to accomplish that goal.

- One thing I learned in talking to MAS is that many of our businesses can complete the audit with a simple phone call. For example, once MAS learns a business is a home-based artist, they then know that artist likely has no employees, and no vendors or contractors and they will be able to close the case quite quickly. Of course, if that business has been operating without a license, then closing the case will require paying the license taxes and penalties as required by our municipal code.
- For more robust businesses, most of the data MAS requests should be readily available from routine IRS or BOE filings. We simply require the minimally invasive data to demonstrate number of employees. In most cases, a W3 will suffice. For some businesses, W2s or DE9s may be easier to documents to produce. In all cases, personal information such as federal ID number and compensation data, may be redacted.
- One important note is MAS is basing their audit on our municipal code. Our code states: *"Every person who makes wholesale or retail deliveries for business services by vehicle within the city and who does not pay a city license tax under the provisions of any other section of this chapter or who is not exempt from payment of license fees by virtue of interstate commerce or highway carriers exemptions, shall pay an annual license tax in accordance with the Business License Rate Schedule."* Generally, that means anyone delivering a good or providing an on-site service to a business for the use of a local business requires an appropriate business license. That is what our code says and the City of Morro Bay staff, and by extension MAS staff, are obligated to enforce it.
- The requirement above will be neither a surprise nor a game changer for any large or medium sized company delivering to Morro Bay. For example, Sysco, the 21 Billion Dollar international food conglomerate that delivers to many of our restaurants already pays a business license tax in hundreds, perhaps thousands, of municipalities across the US. If they do not have one already, Sysco will certainly purchase a Morro Bay business license, at a cost of about \$137 a year, to comply with our code and the opportunity to continue to make what is likely to be tens to hundreds of thousands of dollars of annual food deliveries in Morro Bay.
- One last area of local interest is our wonderful artisan community. A home artist who crafts, for sale, a few pieces a year as a hobby is likely eligible for a reduced-cost hobbyist license. Art galleries, like all other businesses, also require a business license. Local artists who sell art to a gallery require no additional license, artists who rent space in a gallery require an additional license to do business there. Artists who do not currently have a business license, and who are contacted by the city through MAS, are being contacted, in most cases, because they have applied for a sales tax permit from the state. Those artists have told the state they intend to charge for their work, and the city is following our code by contacting those artists to ensure they also have a local business license.

- A final note - in almost every respect, Morro Bay's code is quite similar to the majority of California cities that also require an out-of-town plumber to acquire a local business license to do plumbing in their city. Likewise, most cities require a business license for business related wholesale and retail deliveries. I talked today with every city in San Luis Obispo County and each one has similar business license requirements for out of town providers, and deliveries. In short, Morro Bay's business license requirements are quite similar to most cities.

We want Morro Bay to be a great place to do business. Our small businesses make this community special, and personal, and home. More businesses will make this an even better place to live, work and play. Our goal is to ensure all businesses are playing by the rules, and, of course, that the City collects the appropriate business license taxes to help provide revenues that allow us to provide essential City services that help make this a great place live and do business.

Thanks for your patience with us, and with MAS, as we do our work. I encourage you to work with MAS as we complete this audit. If you disagree with the results of MAS's audit of your business, then you should use the appeal / "protest" process that will allow the City of Morro Bay to adjudicate any disagreements.

Sincerely,

A handwritten signature in black ink, appearing to read "David Buckingham", written in a cursive style.

David Buckingham
City Manager



AGENDA NO: C-2

MEETING DATE: October 28, 2014

Staff Report

TO: Honorable Mayor and City Council DATE: October 16, 2014

FROM: Rob Livick, PE/PLS - Public Services Director/City Engineer

SUBJECT: Presentation and Review of Report Regarding Initial Findings on Hydrologic Evaluation of the Potential Benefits to the City Water Supply from Increasing Wastewater Discharge to either Morro Or Chorro Creek by Cleath Harris Associates

RECOMMENDATION

Staff recommends the Council review the report and provide any comments to be addressed in the final report at the November 12, 2014 City Council meeting.

BACKGROUND/DISCUSSION

The attached information from Cleath-Harris Geologists (CHG) is an evaluation of potential increases in groundwater yield to the City's Morro and Chorro Valley well fields from increased wastewater discharges to either Morro or Chorro Creeks. Constraints on City well field production include minimum surface flow requirements in Chorro Creek. Increasing the flow in Chorro Creek using wastewater discharges would allow the City to operate their well fields more frequently, with more available water during drought periods, in addition to providing water for environmental demand. This Technical Memorandum presents the results of the study.

Regulatory constraints related to waste discharge permitting and groundwater quality were previously evaluated by Larry Walker and Associates. Additionally, direct wastewater reuse in the Chorro Valley was not part of this study, but was evaluated in the Rickenbach options report dated December 15, 2013 and found on the City's website (<http://www.morro-bay.ca.us/index.aspx?NID=759>).

The benefits analysis focuses on water rights and hydrology; specifically on compliance with the minimum stream flow requirements and benefits to extractions from the City's well fields in both the Morro and Chorro Valleys and how that relates to creek underflow.

This report from CHG is the third in a series of reports the City Council will use in making the final decision on where the City selects to treat its wastewater. The next report will be a detailed assessment of the California Men's Colony Wastewater Treatment Facility. These reports will culminate in a final decision currently scheduled for the November 12, 2014 City Council meeting.

Prepared by: RL Dept. Review: RL

City Manager Review: _____

City Attorney's Review: _____

ATTACHMENTS

1. Report from CHG dated October 17, 2014

ATTACHMENT 1

TECHNICAL MEMORANDA FROM CHEATH-HARRIS GEOLOGISTS (CHG)
REGARDING THE HYDROLOGIC EVALUATION OF THE POTENTIAL BENEFITS
TO THE CITY WATER SUPPLY FROM INCREASING WASTEWATER DISCHARGE TO
CHORRO AND MORRO CREEKS

Cleath-Harris Geologists, Inc.
11545 Los Osos Valley Road, Suite C-3
San Luis Obispo, California 93405
(805) 543-1413



Technical Memorandum

Date: October 6, 2014

From: Spencer Harris, HG 633

To: Rob Livick, Morro Bay Public Services Director/City Engineer

SUBJECT: **Hydrologic evaluation of the potential benefits to the City water supply from increasing wastewater discharge to Chorro Creek, San Luis Obispo County.**

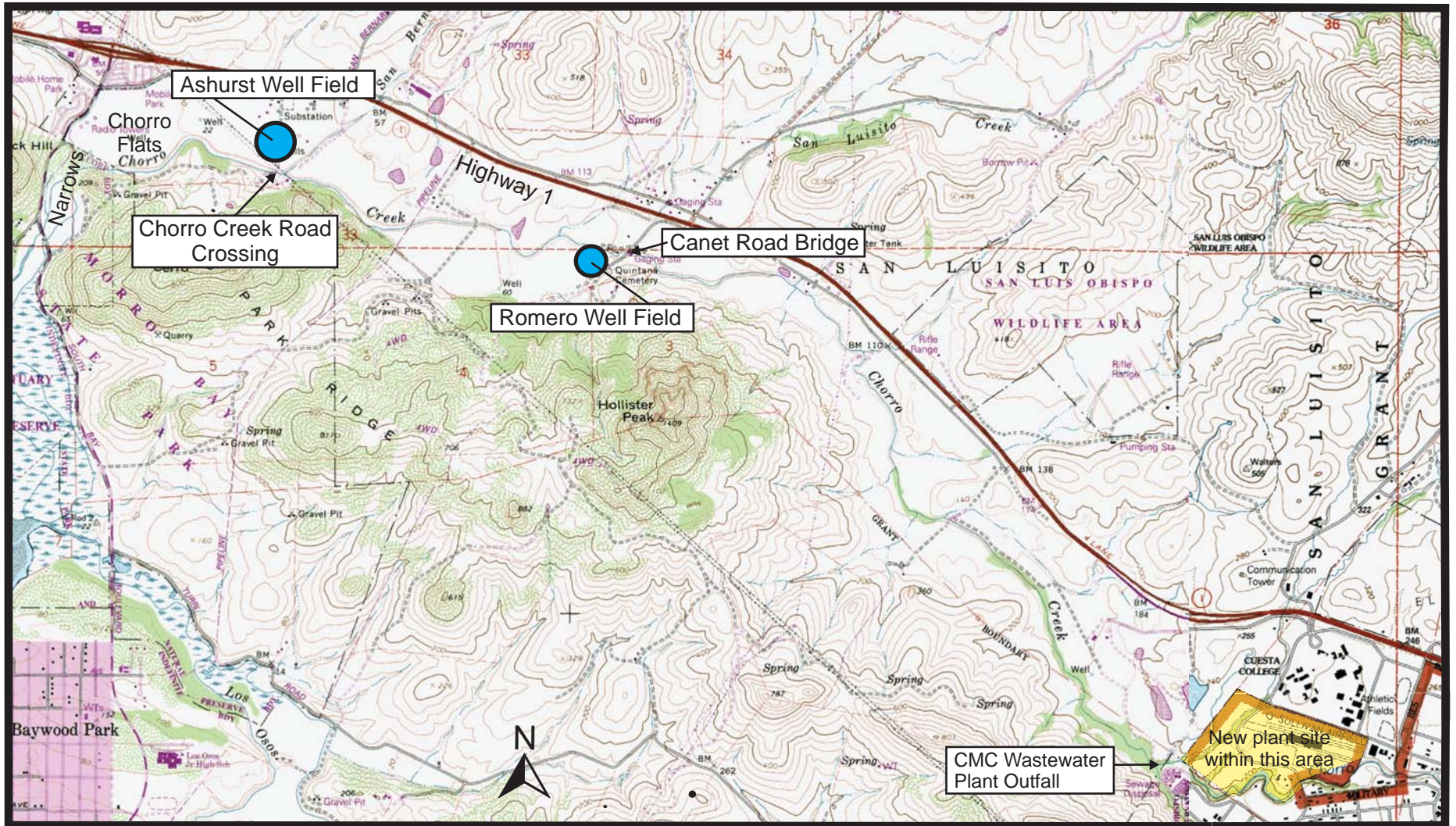
Cleath-Harris Geologists (CHG) has completed an evaluation, on behalf of the City of Morro Bay (City), of potential increases in groundwater yield to the City's Chorro Valley well fields from increased wastewater discharges to Chorro Creek. Constraints on City well field production include minimum surface flow requirements in Chorro Creek. Increasing the flow in Chorro Creek using wastewater discharges would allow the City to operate their well fields more frequently, with more available water during drought periods, in addition to providing water for environmental demand. This Technical Memorandum presents the results of the study.

Regulatory constraints related to waste discharge permitting and groundwater quality were not evaluated in this memorandum. Direct wastewater reuse in the Chorro Valley was also not part of this study. The benefits analysis focuses on water rights and hydrology, and specifically on compliance with the minimum stream flow requirements contained in the City's permit for diversion and use of Chorro Creek underflow.

Background

The City of Morro Bay is evaluating sites for constructing a new water reclamation facility. One of the potential locations has been identified as the area near the existing California Mens Colony (CMC) wastewater plant in the Chorro Valley (Figure 1). The CMC wastewater plant operates under Waste Discharge Order R3-2012-0027, with a permitted average dry-weather discharge of 1.2 million gallons per day (MGD) to Chorro Creek, and a minimum continuous discharge requirement of 0.75 cubic feet per second (cfs).

The Second Public Draft Options Report prepared for the City indicates the new facility could either be constructed and operated by the City, independent from the existing CMC wastewater plant, or be constructed and operated as a regional facility under a multi-agency project, which would replace the older CMC plant (Rickenbach, 2013). In either case, the new facility would process effluent from both Morro



Base Maps: U.S.G.S. Morro Bay North (1995),
 Atascadero (1995), Morro Bay South (1994),
 and San Luis Obispo (1995) Quadrangles,
 San Luis Obispo County, California,
 7.5 Minute Series (Topographic)

0 3,000
 Scale: 1 inch = 3,000 feet

Figure 1
 Chorro Valley Well Fields
 City of Morro Bay

Cleath-Harris Geologists, Inc.



Bay and Cayucos. Wastewater discharges to Chorro Creek would be projected to increase by an average of 1.5 MGD, equivalent to approximately 2.32 cfs.

Constraints on City Well Field Production

The City operates two well fields in the Chorro Valley, the Romero well field and the Ashurst well field. The constraints on the City's ability to pump from the Chorro Valley have been grouped into four categories: water rights, water quality, facilities, and stream flow interference.

Water Rights

Both Chorro Valley well fields operate under State Water Resource Control Board, Division of Water Rights Permits for Diversion and Use of Water. For this benefits analysis, the City is assumed to be constrained by water rights permits to cease production at the well fields when surface flow in Chorro Creek (measured downstream of the respective fields) is less than 1.4 cfs. The current permitted maximum allocation for City groundwater production from the Chorro Valley well fields is 1,142.5 acre-feet per year (CH2M Hill, 2011 Appendix F). If the City increases wastewater discharges to Chorro Creek, however, it is assumed that the City well field allocation of creek underflow may also be increased.

Water Quality

Water from the Chorro Valley well fields has historically been impacted by elevated nitrate concentrations, which are attributed primarily to agricultural fertilizer applications (CHG, 2009). The City is working to resolve the nitrate problem by providing treatment or blending by 2020 (CH2M Hill, 2011). Addressing nitrate contamination or future regulatory standards for emerging contaminants, including pharmaceuticals and personal care products, would be required with or without the additional wastewater discharges to Chorro Creek. Therefore, water quality constraints on production are not a factor in this benefits analysis.

Historically, seawater intrusion has not been a problem for the City's Chorro Valley well fields. The Department of Water Resources seawater intrusion study in 1972 documented elevated salinity associated with seawater intrusion in the narrows area downstream of Chorro Flats (Figure 1). Since that study, chloride level fluctuations at the County golf course irrigation well also suggested occasional periods of intrusion in the narrows area (Cleath & Associates, 1993). Increases in wastewater discharges to Chorro Creek would reduce the potential impact of seawater intrusion in the narrows.



Facilities

Under normal system pressure, maximum production from the Romero well field is approximately 240 gallons per minute (gpm) from one active well, and maximum production from the Ashurst well field is approximately 1,150 gpm from four wells (assuming future treatment/blending for nitrates). The resulting combined production capacity for the City's Chorro Valley well fields is 1,390 gpm, or 3.1 cfs. Wells are not typically pumped continuously for extended periods, and a 75 percent duty factor is assumed for maximum sustainable production, equivalent to approximately 1,040 gpm (coincidentally 2.32 cfs, or 1.5 MGD). The previously mentioned 1,142.5 acre-feet per year permitted maximum allocation is equivalent to 710 gpm, or 1.6 cfs. The City has the capacity, with a 50 percent duty factor for peaking, to extract the current maximum allocation.

Stream Flow Interference

The amount of stream flow interference during well field pumping varies by well and the duration of pumping. For the purposes of this benefits analysis, however, a Chorro Creek stream flow depletion rate of 100 percent of the total well field production rate is assumed. In other words, groundwater production at the City well fields will reduce stream flow by an equivalent amount.

Methodology

CHG has been monitoring stream flow at two locations on Chorro Creek every two weeks from January 2010 to present (the study period). The monitoring locations are at the Canet Road bridge (adjacent to the County stream gage), and at the Chorro Creek Road crossing. The Canet Road bridge site is approximately 600 feet upstream of the Romero well field, and the Chorro Creek Road crossing is immediately adjacent to the Ashurst well field (Figure 1). This flow data, along with well field production constraints and adjustments for increased agricultural water demand, provide the information needed to complete the benefits analysis using the four steps outlined below.

Step 1. Treated wastewater discharges to Chorro Creek (1.5 MGD) are added directly to the January 2010 - September 2014 flow data measured at Chorro Creek Road, except during periods of no flow. Low flow correlation with Canet Road provides a basis for adjustment when there are no measurable surface flows at Chorro Creek Road.

Step 2. Potential increases in local agricultural water demand, based on a land survey conducted between the CMC wastewater discharge site and the City well fields, are subtracted from the surface flows calculated in Step 1 to account for future losses in stream flow not benefitting the City.



Step 3. The maximum available production from City well fields are compared with and without increased City wastewater discharges. Well field production constraints are applied. The potential benefit to the City is calculated as the increased production available under project conditions during 2010-2014 study period, which includes an exceptional drought.

Step 4: Increasing the maximum permitted diversions from Chorro Creek underflow will also directly increase the potential City benefit during years where the minimum flow threshold does not significantly restrict production (i.e. non-drought years). The current maximum permitted diversion is 1,142.5 acre-feet per year. The continuous sustainable capacity of the City well field facilities is estimated at 1,040 gpm, or 1,678 acre-feet per year. The benefit to the City from increasing the maximum permitted discharge is the difference between annual production under project conditions and 1,142.5 acre-feet per year (up to 535 acre-feet of increased annual production).

Benefits Analysis

Bi-weekly flow measurements for Chorro Creek at the Chorro Creek Road crossing from January 2010 through September 2014 are plotted in Figure 2. The 1.4 cfs flow threshold for permitted diversions from City well fields is shown, along with the allowable extractions by the City well fields, assuming a maximum facilities production rate of 1,040 gpm (2.32 cfs) with 100 percent of production resulting in stream flow depletion. Periods where the annual permitted maximum diversion of 1,142.5 acre-feet would be reached is also shown.

Adjustments for potential increased agricultural water demand and for the flow deficit during periods of low flow are needed prior to adding the 1.5 MGD increased discharges under project conditions. These adjustments are described below.

Increased Agricultural Demand Adjustment

A land use survey using aerial imagery identified three properties with wells in the Chorro Valley groundwater basin, between the CMC wastewater plant discharge site and the Ashurst well field, where additional land could be farmed. Increasing irrigated acreage would increase overall future groundwater extractions and reduce stream flow, compared to current conditions. Room for 20 acres of increased vineyard acreage and 40 acres of other potential crops were identified, which could result in up to 120 acre-feet per year of additional groundwater demand. Assuming 85 percent consumptive use (15 percent return flow), and 100 percent of the consumptive use derived from stream depletion, the estimated potential average decrease in Chorro Creek stream flow from increased agricultural water use would be approximately 100 acre-feet per year (63 gpm; 0.14 cfs).

Chorro Creek Flow and Well Field Production Capacity Current Conditions - January 2010 through September 2014

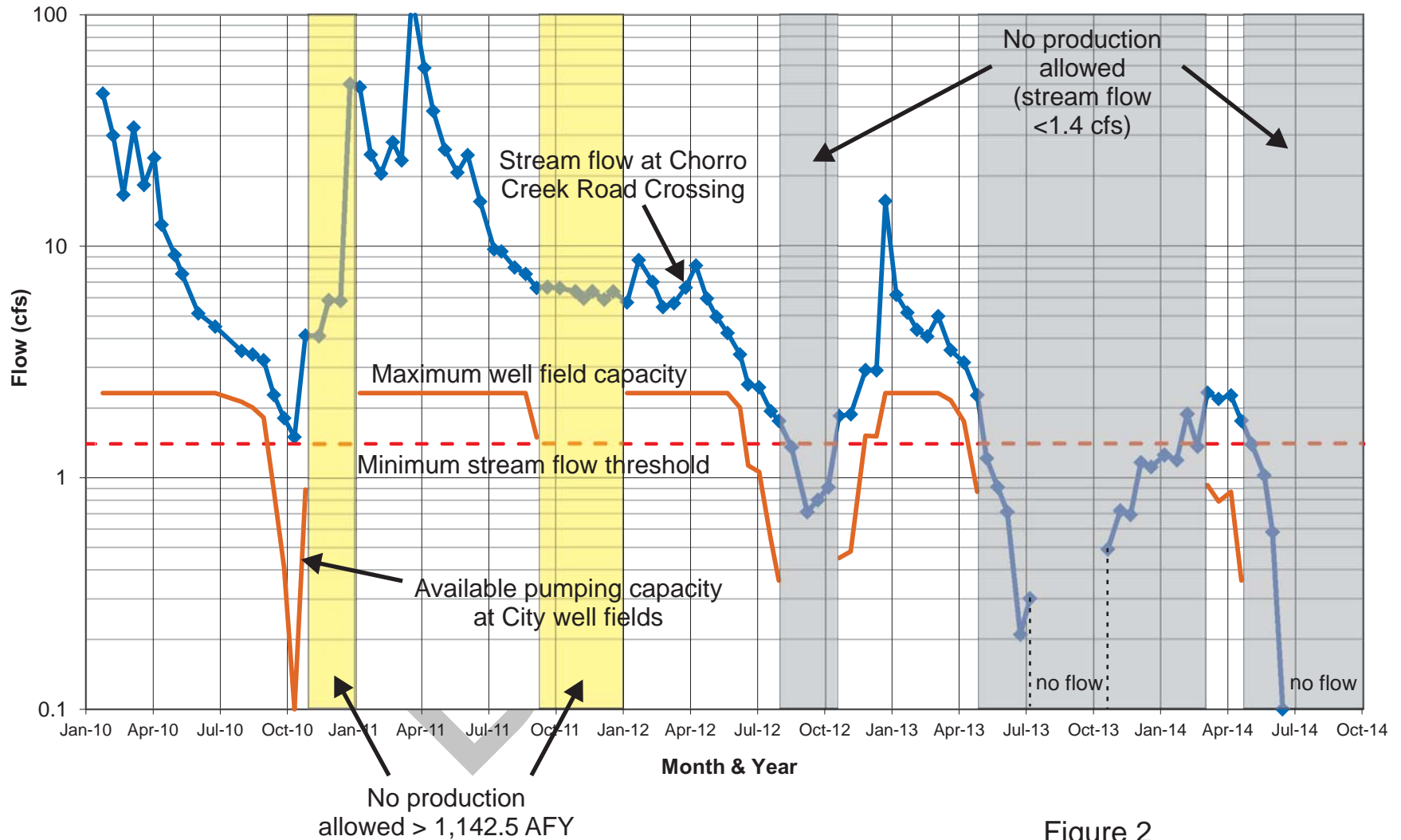


Figure 2
Chorro Creek Flow
Current Conditions
City of Morro Bay



Low Flow Conditions Adjustment

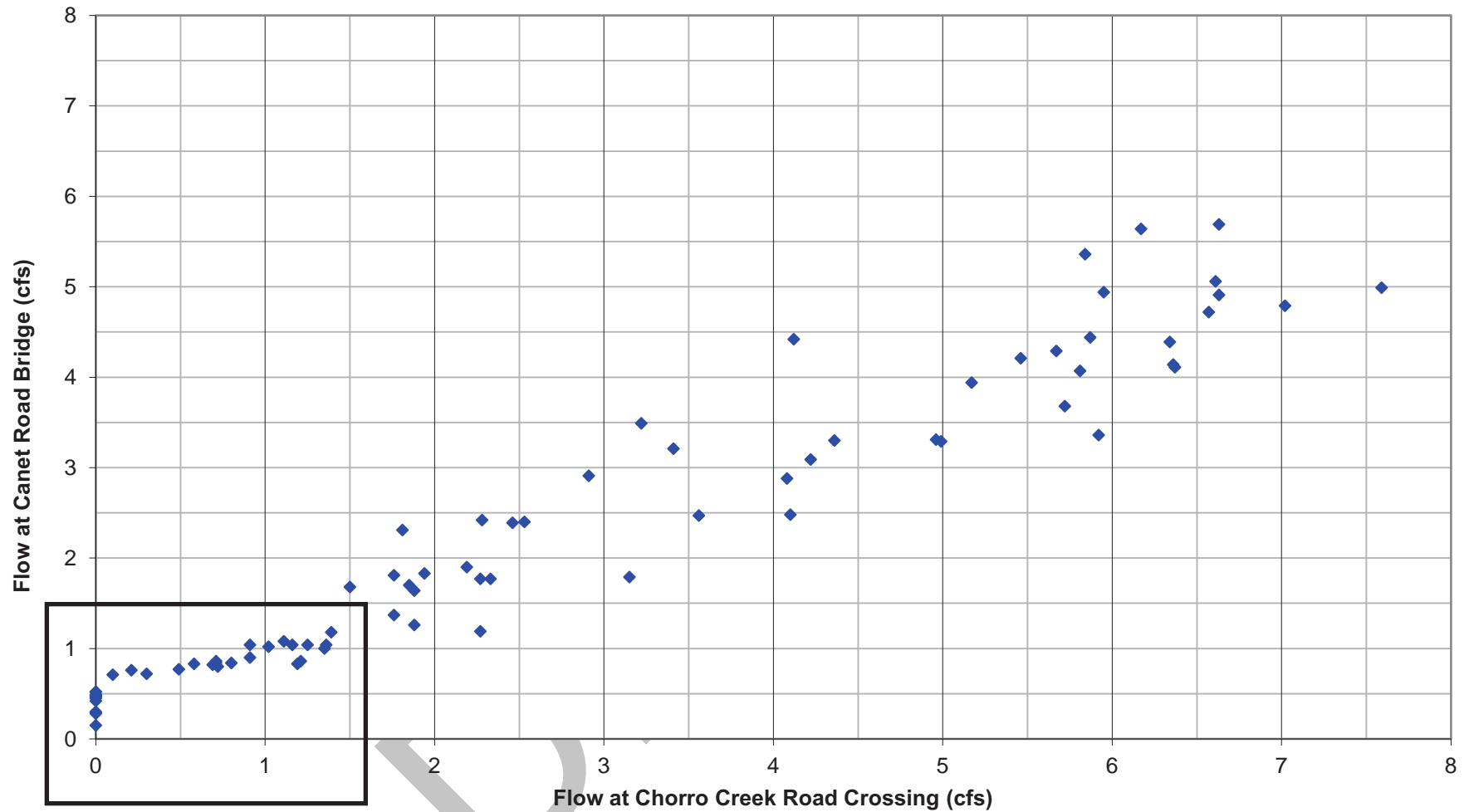
Figures 3 and 4 present the correlation between stream flow at Canet Road and Chorro Creek Road. At moderate flows of 2-8 cfs, Chorro Creek is generally a gaining stream between Canet Road and Chorro Creek Road (Figure 3). At flows less than 1.5 cfs, however, Chorro Creek becomes a losing stream. There is no flow at Chorro Creek Road when flow at Canet Road falls below a threshold of approximately 0.7 cfs (Figure 4). This low flow correlation can be used to estimate the accumulated deficit in flow at Chorro Creek Road, which subtracts from the 1.5 MGD increase in surface flow under project conditions.

For example, on July 26, 2013, flow on Chorro Creek at Canet Road was measured at 0.29 cfs, with no flow at Chorro Creek Road. Since a flow of 0.7 cfs is needed at Canet Road before any surface flow is observed at Chorro Creek Road, the corresponding flow deficit would be 0.41 cfs. For an increased wastewater discharge of 1.5 MGD (2.32 cfs) upstream of Canet Road, the stream would lose 0.41 cfs between Canet Road and Chorro Creek Road, and the resulting surface flow at Chorro Creek Road would be estimated at 1.91 cfs.

City Water Supply Benefit from Increased Stream Flow

The bi-weekly flow measurements for the study period presented in Figure 2 are re-plotted in Figures 5 and 6. Figure 5 shows the anticipated changes in stream flow from adding 1.5 MGD wastewater discharges to Chorro Creek at a constant rate. Figure 6 shows the anticipated changes in flow from adding 1.5 MGD wastewater discharges in the form of a variable monthly discharge rate, based on the monthly flow distribution observed at the existing plant in 2005, a wet year (Table 1).

Chorro Creek Flow Correlation January 2010 through September 2014



Low flow data set
(see Figure 4)

Figure 3
Chorro Creek Flow Correlation
Current Conditions
City of Morro Bay

Cleath-Harris Geologists

Chorro Creek Low Flow Correlation January 2010 through September 2014

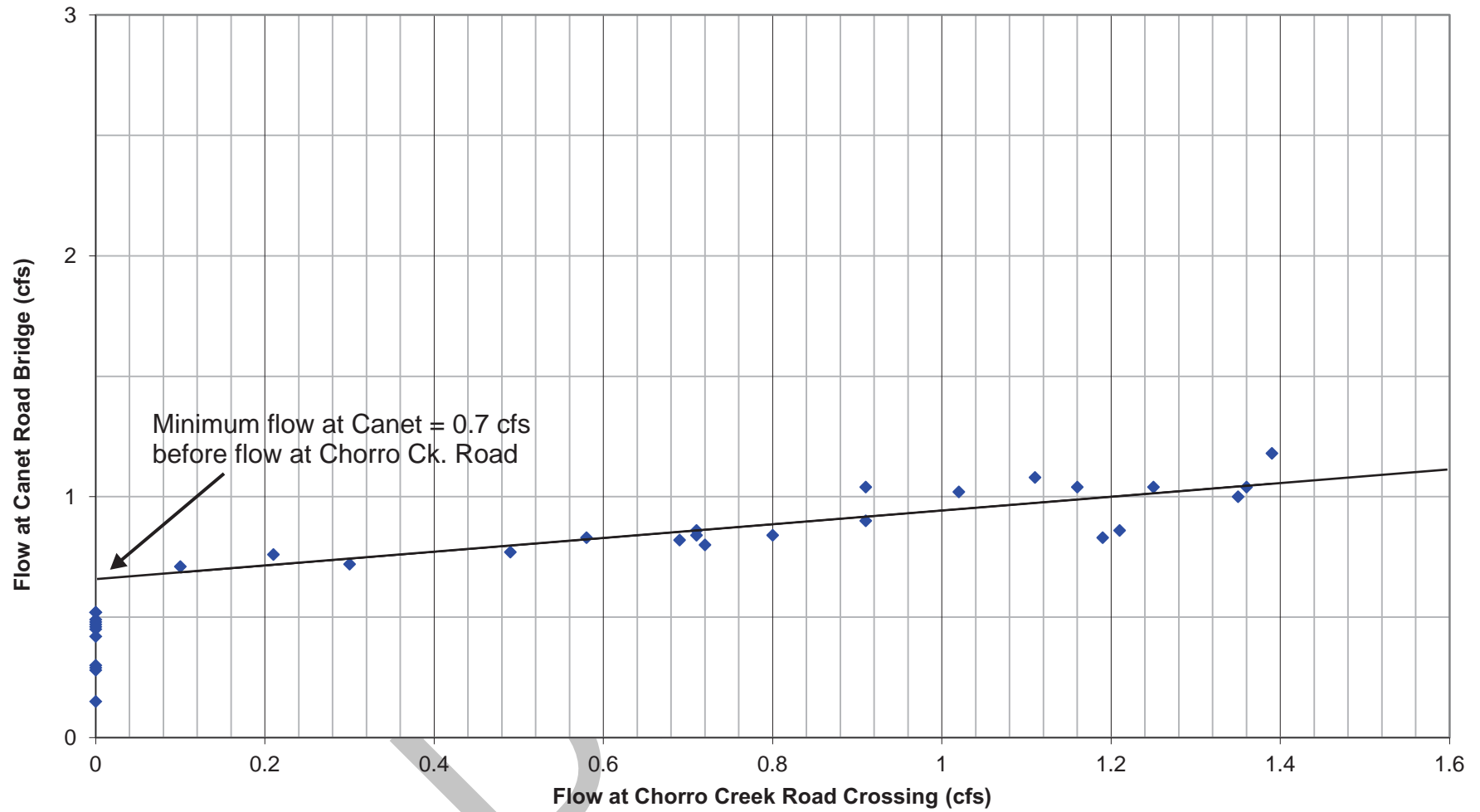


Figure 4
Chorro Creek Flow Correlation
Low Flow Data Set
City of Morro Bay

Cleath-Harris Geologists

Chorro Creek Flow and Well Field Production Capacity Project Conditions for Constant Monthly Discharge - January 2010 through September 2014

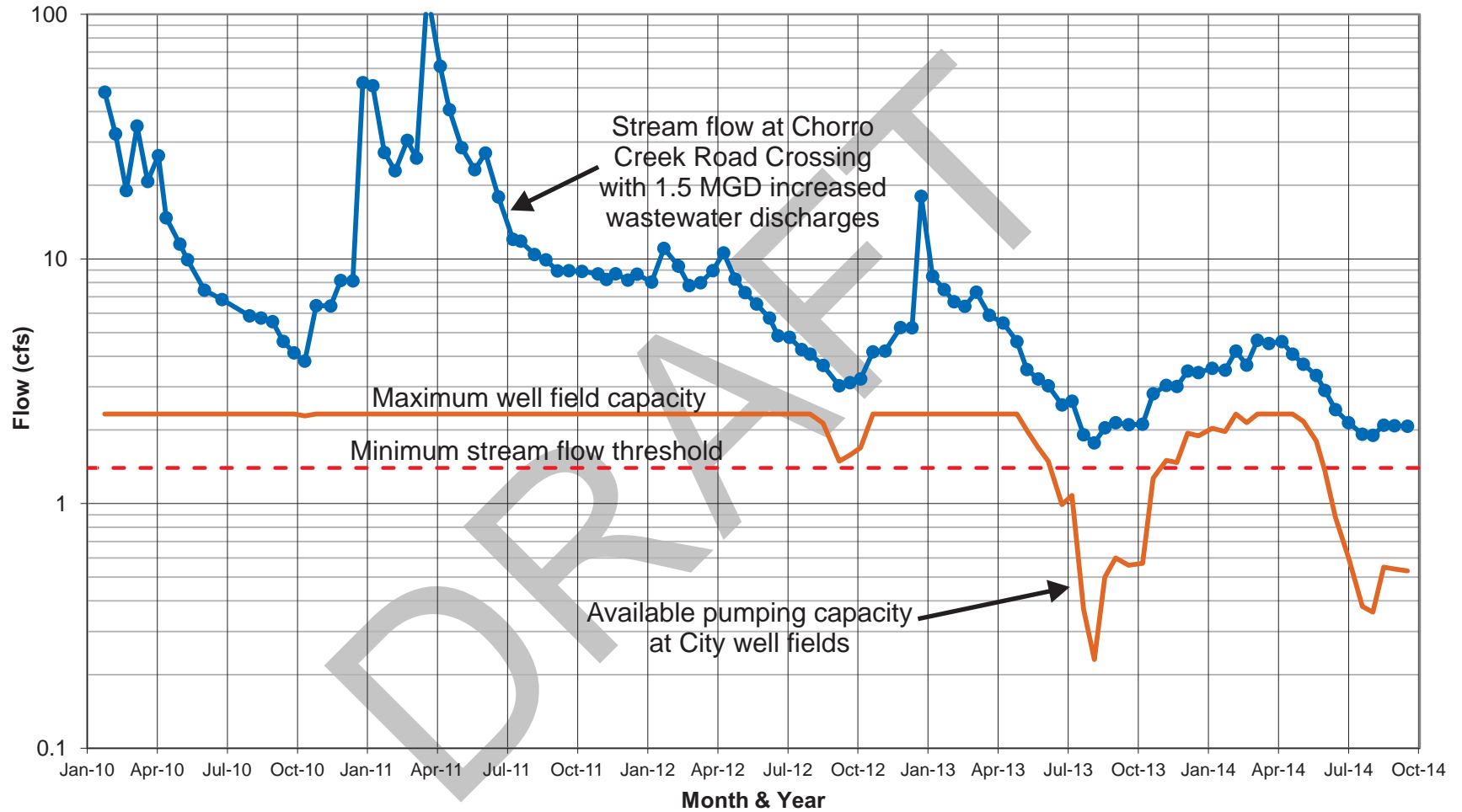


Figure 5
Chorro Creek Flow
Project Conditions - Constant Discharge
City of Morro Bay

Chorro Creek Flow and Well Field Production Capacity Project Conditions for Variable Monthly Discharge - January 2010 through September 2014

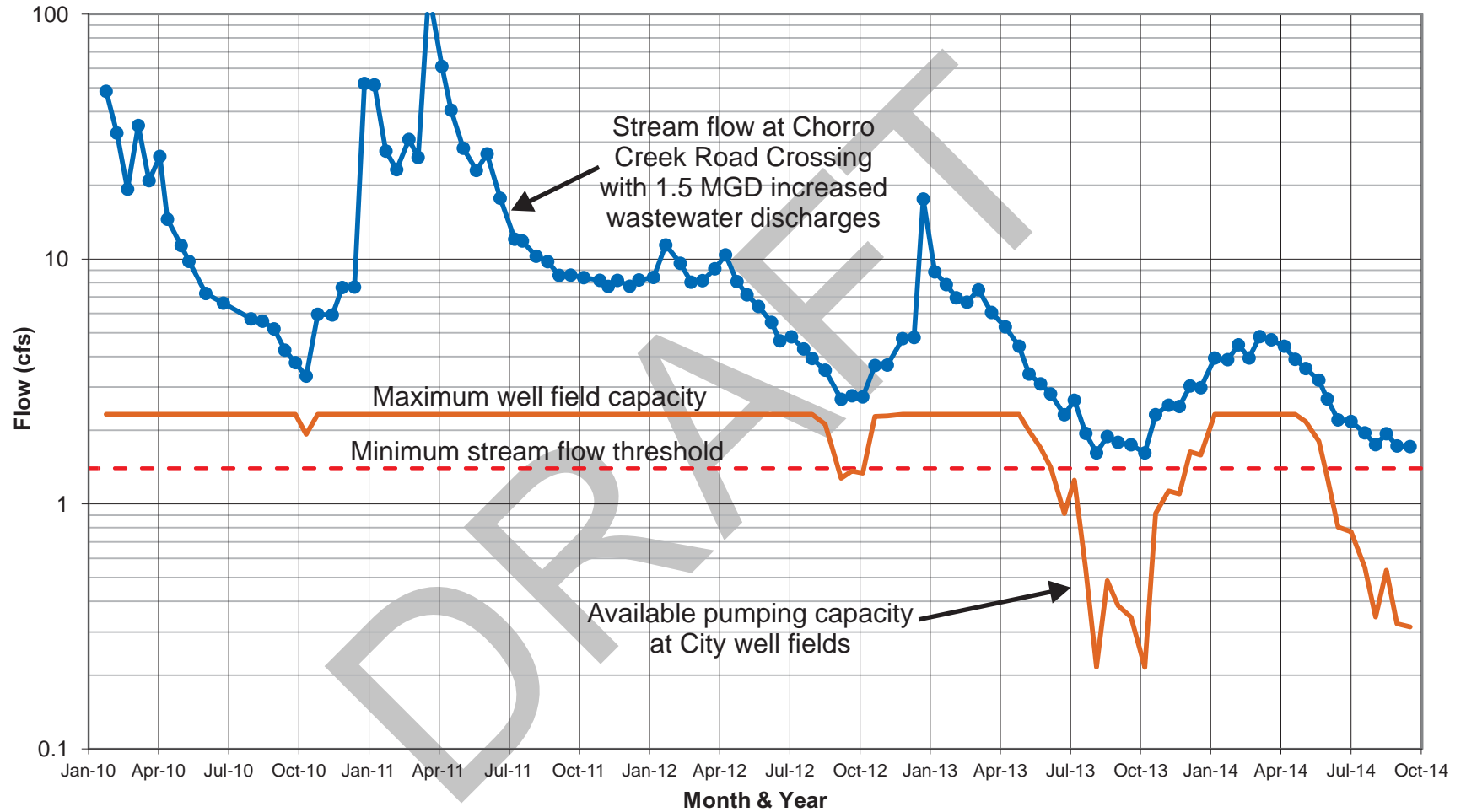


Figure 6
Chorro Creek Flow
Project Conditions - Variable Discharge
City of Morro Bay



Table 1
Project Conditions
Variable Wastewater Discharge Rate

Month	Average Daily Flow (MGD)
January	1.83
February	1.76
March	1.70
April	1.47
May	1.50
June	1.45
July	1.61
August	1.49
September	1.36
October	1.27
November	1.26
December	1.30
Average	1.50

Adjustments for potential increased agricultural water demand and for low flow conditions have been applied. The 1.4 cfs flow threshold for permitted diversions from City well fields is shown, along with the allowable extractions by the City well fields, assuming a maximum facilities production rate of 2.32 cfs with 100 percent of production resulting in stream flow depletion.

Figures 7 and 8 show the potential benefit of the increased wastewater discharges, based on the difference in the allowable extractions by the City well fields between current and project conditions. Table 2 and 3 below summarize the increased water supply available to the City based on project conditions over the January 2010 to September 2014 study period.

**Increased Well Field Production Potential
 Project Benefit - January 2010 through September 2014
 Constant Monthly Discharge Scenario**

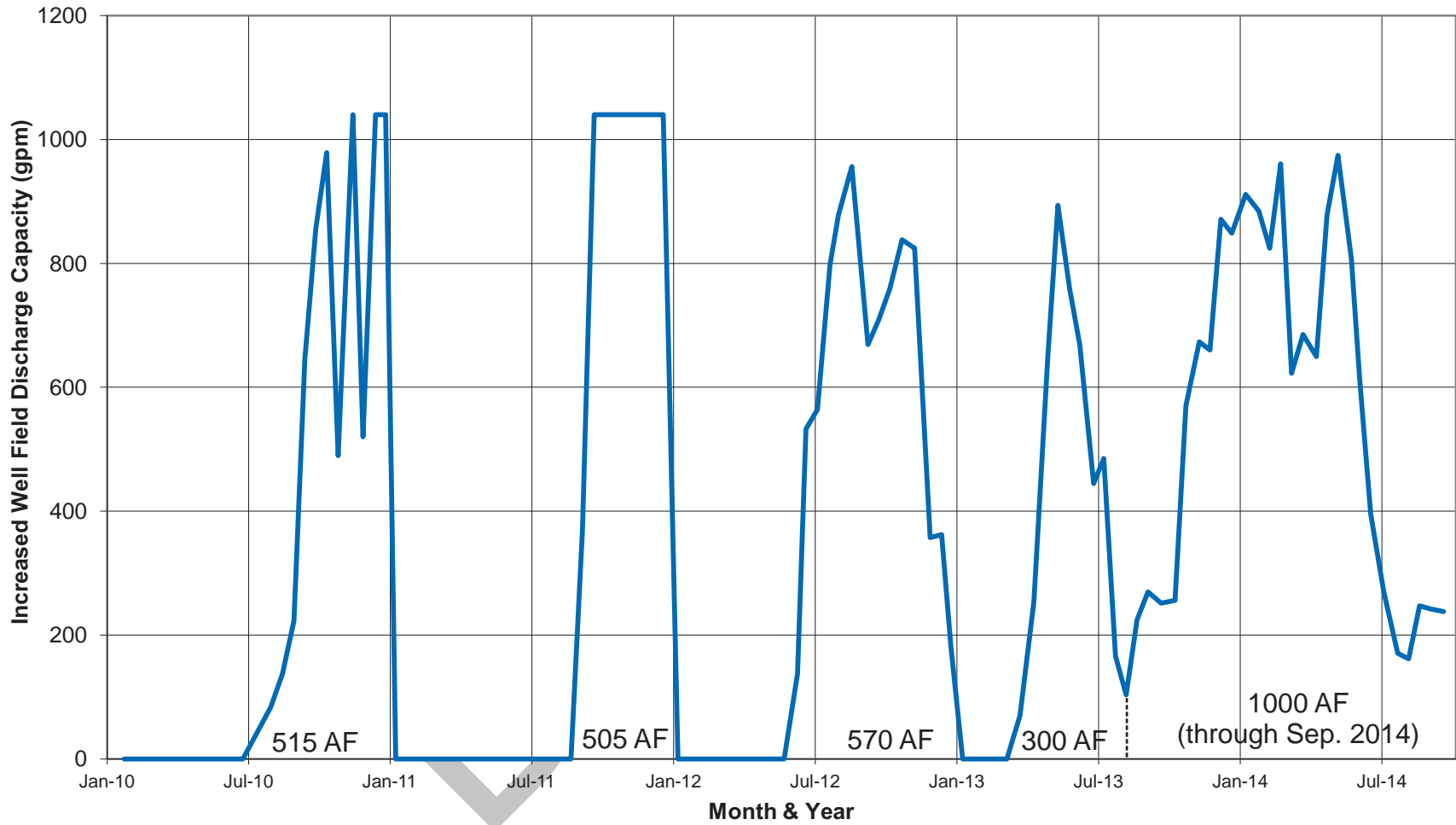


Figure 7
 Project Benefit - Constant Discharge
 City of Morro Bay

Cleath-Harris Geologists

**Increased Well Field Production Potential
Project Benefit - January 2010 through September 2014
Variable Monthly Discharge Scenario**

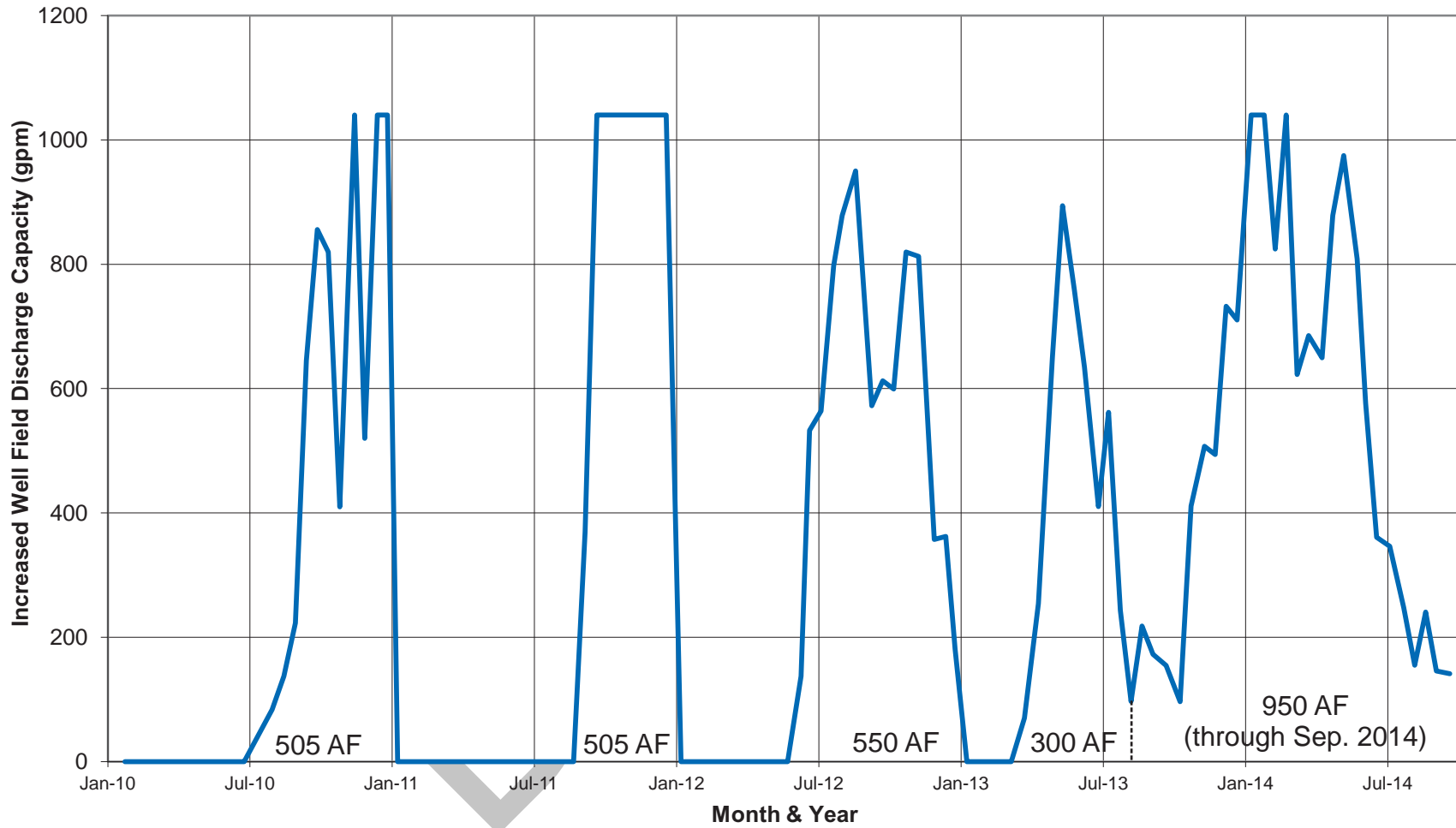


Figure 8
Project Benefit - Variable Discharge
City of Morro Bay

Cleath-Harris Geologists



Table 2
City Water Supply Benefit - Constant 1.5 MGD Discharge Rate
January 2010 - September 2014

Time Periods with benefit under project conditions during 57-month study period	Maximum City Well Field Production (Acre-Feet)		
	Current Condition	Project Condition	Project Benefit
July - October 2010 (4 mos.)	255	770	515
Sep.- December 2011 (4 mos.)	25	530	505
June - December 2012 (7 mos.)	300	870	570
March - August 2013 (6 mos.)	130	430	300
Sep. 2013 - Sep. 2014 (13 mos.)	100	1100	1000
TOTAL (34 mos.)	810	3700	2890

Table 3
City Water Supply Benefit - Variable Discharge Rate
January 2010 - September 2014

Time Periods with benefit under project conditions during 57-month study period	Maximum City Well Field Production (Acre-Feet)		
	Current Condition	Project Condition	Project Benefit
July - October 2010 (4 mos.)	255	760	505
Sep.- December 2011 (4 mos.)	25	530	505
June - December 2012 (7 mos.)	300	850	550
March - August 2013 (6 mos.)	130	430	300
Sep. 2013 - Sep. 2014 (13 mos.)	100	1050	950
TOTAL (34 mos.)	810	3620	2810

The benefits analysis identifies five periods totaling 34 months between January 2010 and September 2014 when the City could have produced more water from its Chorro Valley well fields under project conditions, compared to current conditions. The maximum City production available during those 34 months is



estimated at 810 acre-feet with the current CMC wastewater treatment plant discharges and up to 3,700 acre-feet after increasing treated wastewater discharges by a constant 1.5 MGD (a net gain of 2,890 acre-feet). The total average increase in wastewater discharges over the 57-month study period would be 7,980 acre-feet.

The average net benefit to the City is approximately 36 percent of the total increased discharges to Chorro Creek over the 57-month study period, and approximately 60 percent of the increased discharges to Chorro Creek during the 34 months of actual project benefits. The benefit is maximized during drought periods, with an average of 85 acre-feet per month added to the available water supply.

With increased treated wastewater discharges, the minimum threshold for flow in Chorro Creek required for City well field production would be met at all times, even under the current exceptional drought condition. As shown in Figure 2, there have been close to 16 months during the 57-month study period when stream flow at Chorro Creek Road was at or below the 1.4 cfs threshold for well field operation. Under project conditions, flow would exceed the 1.4 cfs threshold in all months (Figures 5 and 6).

City Water Supply Benefit from Increasing the Maximum Permitted Diversion

As previously mentioned, up to 535 acre-feet of increased annual production (averaging 45 acre-feet per month benefit) would be available to the City, provided the City's maximum permitted diversion is increased. During drought, the benefit specific to increasing the maximum permitted diversion will decline, but the overall benefit will increase due to gains from meeting the minimum flow threshold. Figure 9 illustrates this dynamic benefit to the City water supply during the study period.

Environmental Water Supply Benefit

Siting the new City wastewater plant in the Chorro Valley and increasing average dry weather flows in Chorro Creek by 1.5 MGD would provide more water for meeting environmental demand. Surface flows at Chorro Creek Road would be above the 1.4 cfs threshold for 16 additional months under project conditions, compared to the study period flow record. In addition, there were approximately 7 months of no flow at Chorro Creek Road over the study period, which under the project would have continuous flows of at least 1.4 cfs.

Cumulative Maximum Annual City Production January 2010 through September 2014

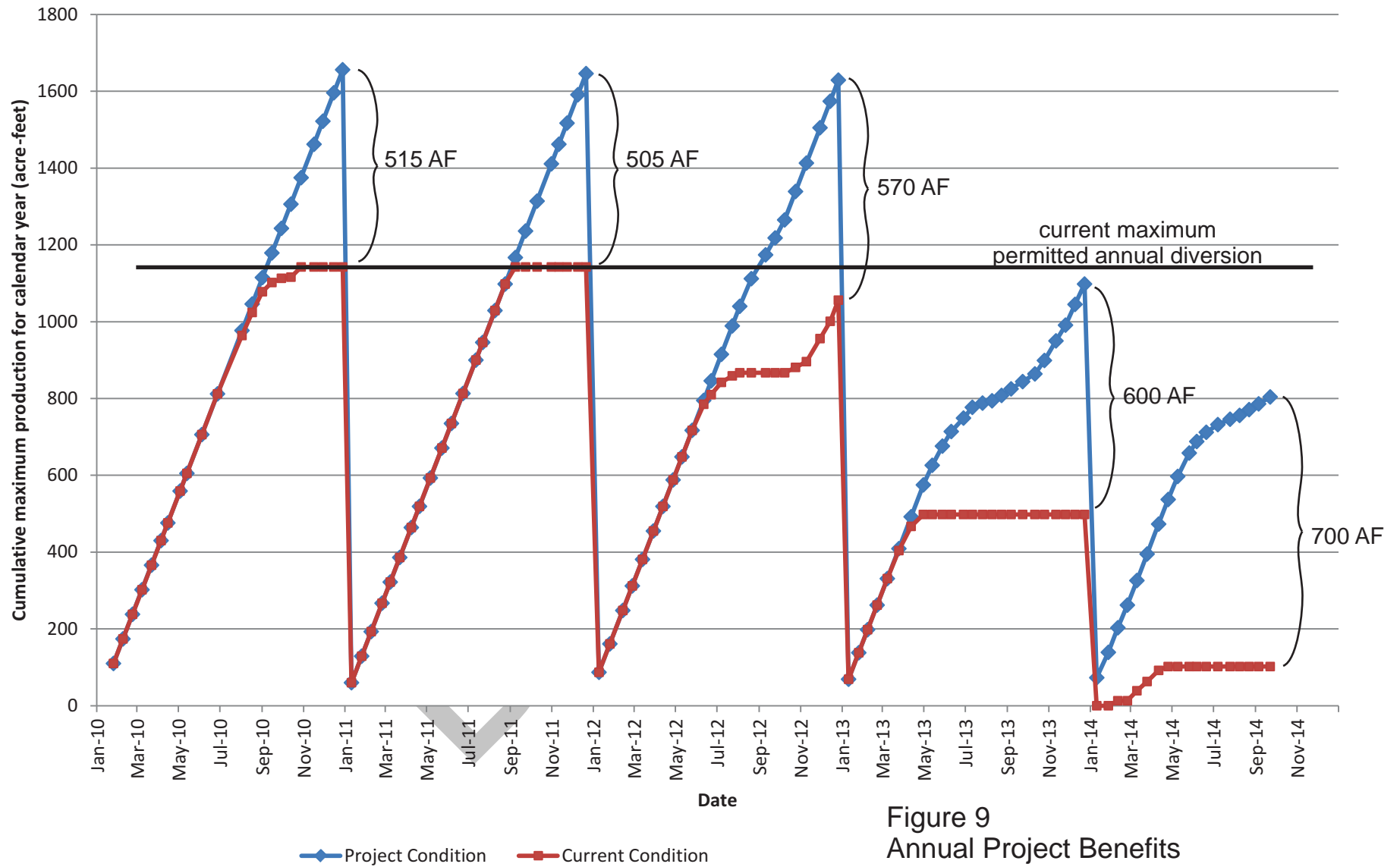


Figure 9
Annual Project Benefits
Constant 1.5 MGD Discharge
City of Morro Bay

Cleath-Harris Geologists



Discharge Management Strategies

Under current conditions, once storm water runoff has dissipated, stream flow in Chorro Creek fluctuates between approximately 0.5 and 1 cfs at the Canet Road bridge, based on correlating stage readings from the County stream gage. These fluctuations relate to a combination of the timing of wastewater discharges from the CMC wastewater treatment plant, riparian corridor evapotranspiration, and pumping activities upstream of Canet Road. The flow peaks are generally overnight or in the morning hours.

If the City had sufficient treated wastewater storage capacity to control the timing of the non-continuous portion of the permitted discharges, it may be possible to coordinate releases at the new treatment plant with well field operations downstream. For example, if declining flows at Chorro Creek Road approached the 1.4 cfs threshold, the City could adjust well field pumping times to coincide with peak overnight flow periods, taking advantage of both low evapotranspiration and increased releases. Due to the fluctuations in average stream flow velocity and related travel times, the actual timing of peak releases at the new treatment plant may need to vary under this type of management strategy.

An alternative or concurrent management strategy would be to use the flexible (non-continuous) permitted discharge capacity of a new City or multi-agency wastewater treatment plant to offset existing irrigation in the Chorro Valley, thereby reducing groundwater production. A decline in groundwater production will increase surface flows and contribute toward meeting the in-stream flow requirements for permitted diversions.

Summary

This study provides an overview of the constraints on City well field operation in the Chorro Valley and of the potential benefits to the City water supply from increasing wastewater discharges to Chorro Creek. Results of the study indicate that adding 1.5 MGD in discharges to Chorro Creek from a new wastewater plant in the Chorro Valley could provide an average of 85 acre-feet per month increased groundwater yield to the City well fields during drought, and 45 acre-feet per month during non-drought periods.



References

CH2M Hill, 2011. 2010 Urban Water Management Plan, City of Morro Bay, June 2011.

Cleath & Associates, 1993. Groundwater Analysis for Water Management Plan, City of Morro Bay, Appendix B of Water Management Plan prepared for Boyle Engineering, October 1993.

Cleath-Harris Geologists, 2009. Ashurst Well Field Nitrate Study, Chorro Valley, San Luis Obispo County, May 2009.

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DRAFT

Cleath-Harris Geologists, Inc.
71 Zaca Lane, Suite 140
San Luis Obispo, California 93401
(805) 543-1413



Technical Memorandum

Date: October 20, 2014

From: Spencer Harris, HG 633

To: Rob Livick, Morro Bay Public Services Director/City Engineer

SUBJECT: **Hydrologic evaluation of the potential benefits to the City water supply from reclaimed water use in the Morro Valley, San Luis Obispo County.**

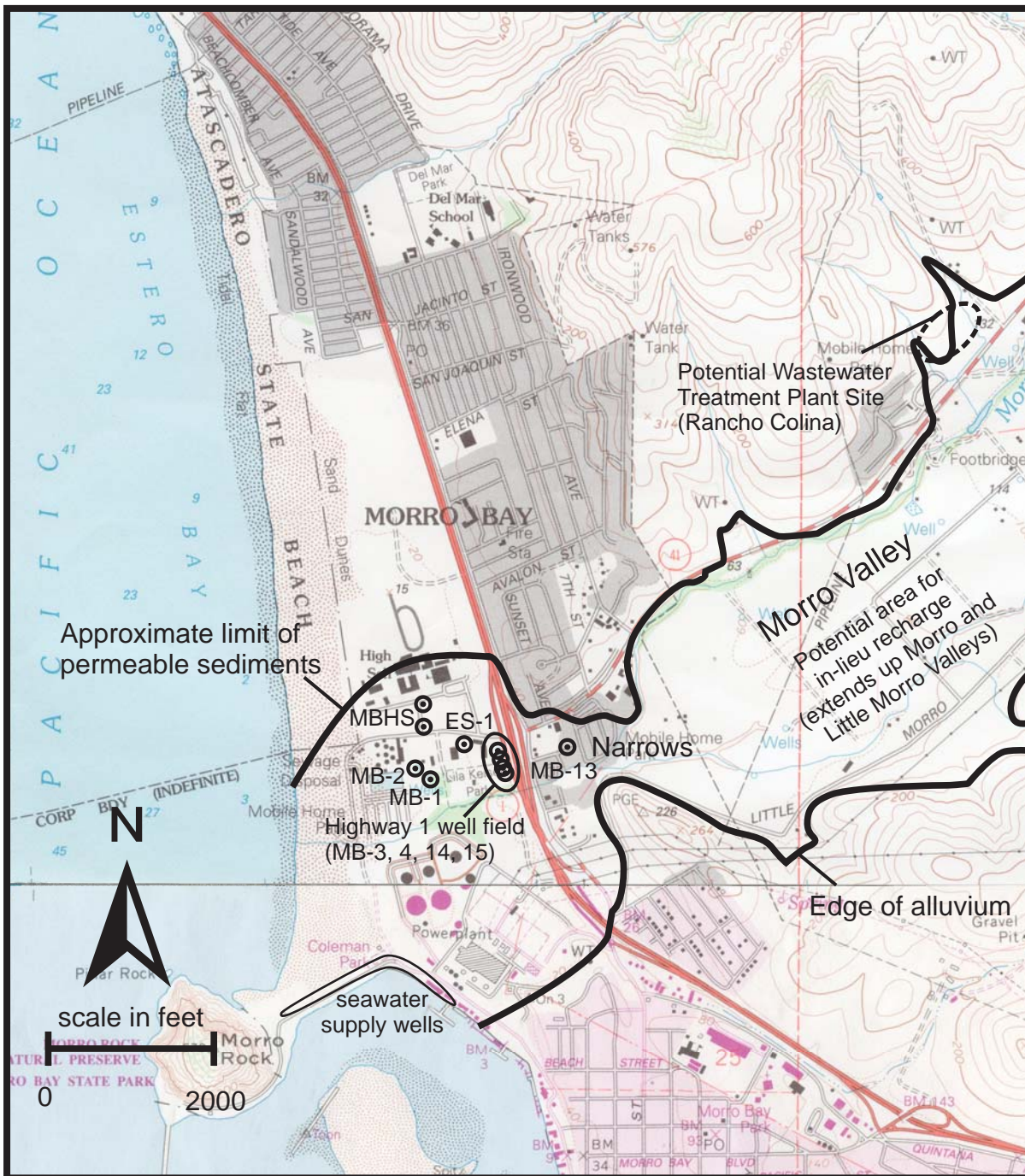
Cleath-Harris Geologists (CHG) has completed an evaluation, on behalf of the City of Morro Bay (City), of potential increases in yield from the City's Morro Valley groundwater basin wells due to the use of reclaimed water for agriculture in the Morro Valley. This memorandum presents the results of the study.

The Morro basin is in overdraft. The City wells are the farthest downstream wells in the basin, and have lost a significant portion of their historical yield. Providing reclaimed water to growers in the Morro Valley would reduce agricultural pumping and provide in-lieu recharge to the groundwater basin. This in lieu-recharge would restore the freshwater yield during drought years and increase the City's Morro groundwater basin yield during normal to wet periods, in addition to providing water for environmental demand.

Regulatory constraints related to waste discharge permitting and groundwater quality were not evaluated in this memorandum. Direct wastewater reuse in the Morro Valley was assumed to be feasible. The benefits analysis focuses primarily on groundwater use and hydrology, and specifically on potential increases to the maximum permitted diversion of Morro Creek underflow from in-lieu recharge credit, and on increases to the available yield of the basin downstream of the narrows.

Background

The City of Morro Bay is evaluating sites for constructing a new water reclamation facility. One potential location has been identified along Highway 41 in the Morro Valley (Rancho Colina; Figure 1). According to the Second Public Draft Options Report, the Cayucos Sanitary District (CSD) remains a potential partner to the City for all new wastewater facility sites, but are pursuing future options through its own studies, and the efforts of the two agencies are independent of one another (Rickenbach, 2013). For the purposes of this benefits analysis, a water reclamation facility in the Morro Valley would only process effluent from the City, which is estimated to average 1.13 million gallons per day (MGD).



Base Maps: U.S.G.S. topographic map, Morro Bay North, 1995 and Morro Bay South, 1994.

Legend

- City water well

Figure 1
Morro Valley
City of Morro Bay

Cleath-Harris Geologists



Methodology

The benefits analysis combines basin yield estimates with the principal of conservation of mass used in the standard hydrologic balance equation: groundwater basin inflow = groundwater basin outflow + change in storage. The maximum production capacity of the City wells is also evaluated to be compared with available yield under project conditions. The project benefit is defined as the increase in yield available to City well between current and project conditions.

This analysis takes a “maximum benefit” approach, based on key assumptions discussed below. These assumptions will not necessarily be fully met. They are assumed in order to bracket the upper range of the potential benefit. The benefit to the City water supply from reclaimed water use in the Morro Valley would decline if the assumptions are not fully met. The likelihood of meeting these assumptions should be considered during the wastewater plant siting process. The assumptions are as follows:

- 1) *The water quality delivered to the growers is suitable for the irrigation of existing crops.*

Avocado are sensitive to salt content in the irrigation water. An evaluation of the suitability of the reclaimed water for existing crop irrigation should be performed.

- 2) *Reclaimed water use is maximized by the growers to meet their existing water demand.*

If reclaimed water is available, the growers will use as much of it as possible to meet their applied water demand. This will maximize the amount of credit the City would accrue as in-lieu recharge.

- 3) *Reclaimed water delivery to growers would be offset by reduced pumpage from the groundwater basin.*

The intent of this assumption is for growers to use recycled water instead of pumping groundwater from their wells. Otherwise, the concept of in-lieu recharge is voided, and the City would not benefit from the deliveries. In situations where a grower uses recycled water to develop new orchards or plant crops in previously undeveloped areas, the City would not take the in-lieu recharge credit.

- 4) *The maximum permitted diversion from Morro Creek underflow is not limited to 581 acre-feet per year or 1.2 cfs maximum discharge.*

Credit for in-lieu recharge is available to the City on a 1:1 basis. This credit would only be valid (from a technical perspective) when Assumption 3 above is met. Credit for in-lieu recharge will



not necessarily equal the increased freshwater yield available to City wells, particularly during drought (this is discussed in the Benefits Analysis section).

Even recycled water that is economic, good quality, reliable, and delivered may not have as many customers as the available supply. This analysis assumes most Morro Valley growers are able to make long-term commitments to the City to use reclaimed water in a manner that will provide credit for in-lieu recharge. If that is not the case, the benefit to the City water supply will be lower.

City Water Supply Wells

Historically, there were eight wells in the groundwater basin that available City production records indicate were used by the City for water supply. These were wells MB-1, MB-2, MB-3, MB-4, MB-5, MB-13, MB-14, and MB-15. Well MB-5 is abandoned. Wells MB-1 and MB-2 are in the City's Corporation yard area, Well MB-13 is located in the narrows area, and Wells MB-3, MB-4, MB-14, and MB-15 form the Highway 1 (or Keiser Park) well field (Figure 1).

Other city wells include two irrigation wells serving Morro Bay High School, and a groundwater extraction well constructed during remediation activities for methyl tertiary butyl ether (MTBE) contamination that was transferred to the City several years ago (ES-1, or Flippos well). There is also a City well field along the Embarcadero towards Morro Rock that supplies seawater for the desalination plant (Figure 1).

Water Rights

City Wells MB-1, MB-2, MB-3, MB-4, MB-13, MB-14, and MB-15 operate under State Water Resource Control Board (SWRCB), Division of Water Rights Permits for Diversion and Use of Water. The current permitted maximum allocation for City groundwater production from these wells is 581 acre-feet per year (AFY; CH2M Hill, 2011 Appendix F). The maximum permitted combined flow rate from the wells is 1.2 cubic feet per second (cfs). If the City provides reclaimed water to growers in the Morro Valley that directly offsets groundwater pumping, however, it is assumed that the City's annual well field allocation of creek underflow may be increased.

Water Quality

Historically, seawater intrusion has been a problem for the City's wells during drought, including chloride concentrations at the Highway 1 well field approaching 1,000 mg/l in 1977 and 1990 (Cleath & Associates, 1993). Groundwater contamination from methyl tertiary butyl ether (MTBE) impacted Highway 1 well field operations between 2000-2008, and elevated nitrate concentrations have also been a problem. The City has installed Brackish Reverse Osmosis Treatment to allow



continued extractions from City wells in light of the degraded water quality and nitrate contamination (CH2M Hill, 2011).

City Well Pumping Capacity

In order to maximize the benefit to the City water supply, facilities in place would need sufficient capacity to pump the existing permitted maximum plus any available in-lieu recharge. The historical performance of the wells are used herein to estimate constraints on the City’s maximum pumping capacity in the basin. Some of the City wells may require rehabilitation, or even replacement to achieve historical performance.

The pumping capacity estimates are not intended to be used for basin yield and do not preclude seawater intrusion; they are facilities constraints. The City wells are also shallow, and are subject to production declines during drought. Table 1 summarized the estimated pumping capacities.

Table 1
Maximum Pumping Capacity (Facilities Constraint)
City Wells in Morro Basin

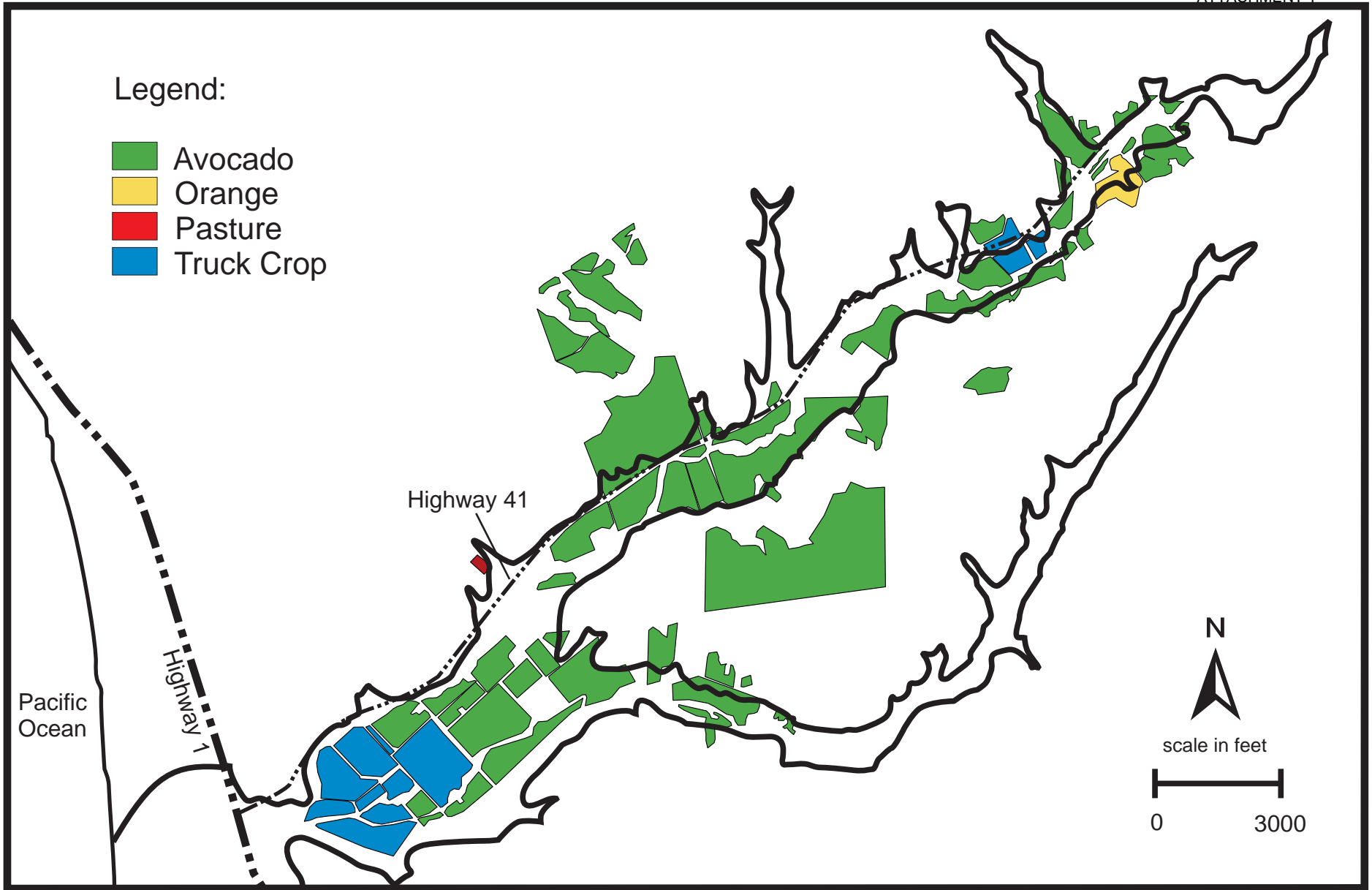
City Well	Maximum Pumping Capacity (acre-feet per year)
MB-1 and MB-2	290
Highway 1 Well Field (MB-3, 4, 14, 15)	640
MB-13	110
High School irrigation wells and ES-1	300
Total	1,340

NOTE: Not a groundwater yield estimate - for facilities constraints analysis only

The combined maximum pumping capacity of all the City wells below the narrows (excluding the seawater wells) is estimated at 1,340 AFY. As noted above, these pumping capacity estimates are not groundwater yield estimates and are for facilities constraints analysis only.

Groundwater Pumping Offset Potential

CHG conducted a crop survey in August 2014 to develop an applied water use estimate for this benefits analysis. The results of the survey are shown in Figure 2 and summarized below in Table 2.



Field reconnaissance August 2014
using aerial photograph August 2013 as base map

Figure 2
August 2014 Crop Survey
Morro Valley
City of Morro Bay

Cleath-Harris Geologists



Table 2
Morro Valley Crop Survey - August 2014

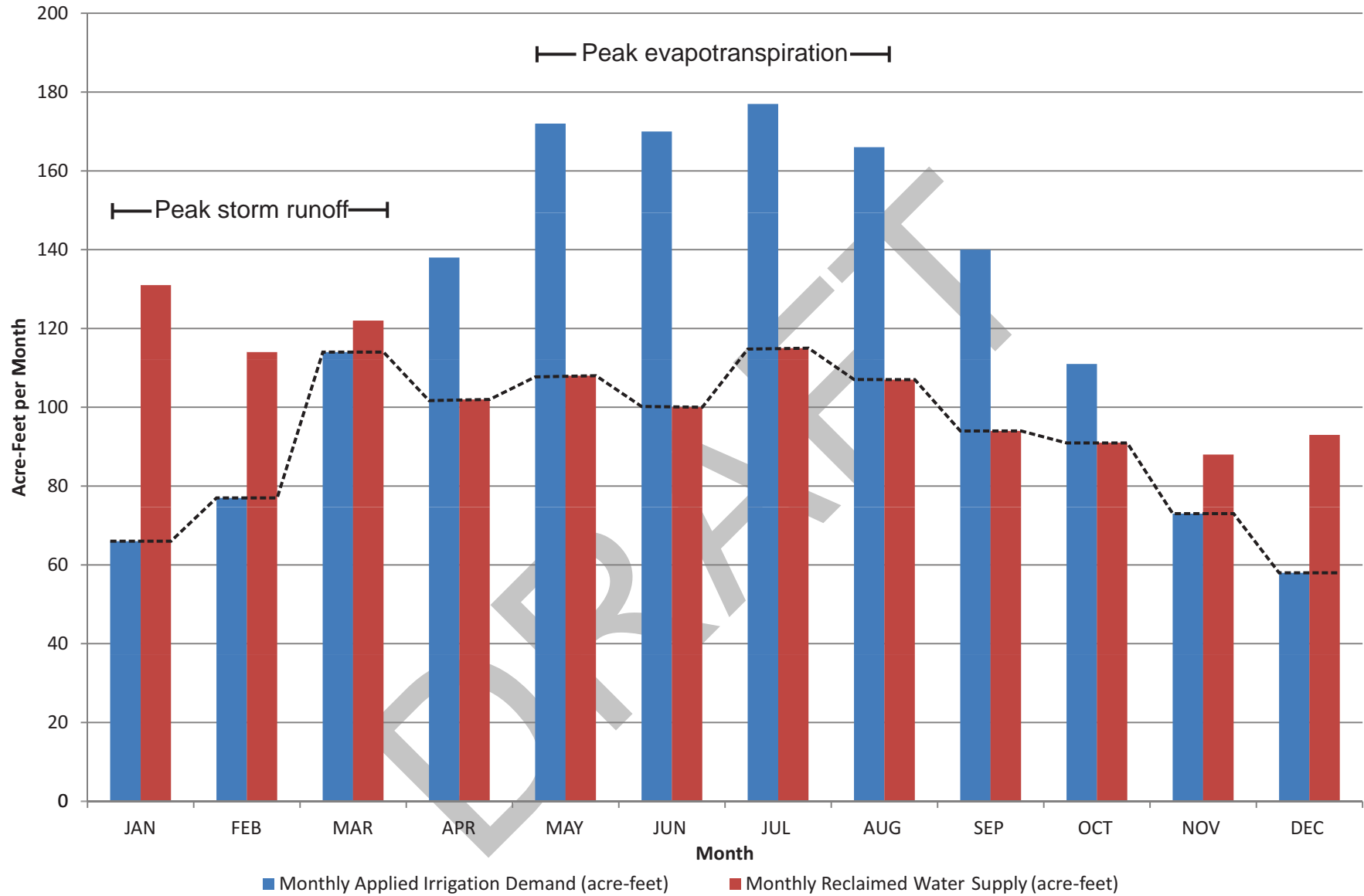
Crop	Acres	Applied Water Factor (AF/Ac/Yr)*	Water Demand (AFY)
Citrus and Avocados	837	1.5	1,256
Vegetable	143	1.4	200
Pasture	2	2.9	6
Total	983		1,460

* Applied water in acre-feet per acre per year, assumes 3 vegetable crops per year, from medium demand condition on Table A1 of County Master Water Report (Carollo, 2012).

The existing applied water demand in the Morro Valley in Table 1 is estimated at 1,460 AFY. This includes water demand for citrus orchards that are currently stumped due to the exceptional drought conditions. Up to 1.13 MGD of reclaimed water would be available to growers in the Morro Valley, equivalent to 1,265 AFY. Variations in the reclaimed water supply are impacted by wet weather flow, which peaks in January, and does not coincide with the July peak in applied water demand.

The potential to offset groundwater pumping with reclaimed water use would be the lowest of either the monthly applied water demand or the reclaimed water supply. In order to compare the projected reclaimed water supply to irrigation demand, monthly estimates of the applied water were calculated based on the variation in local reference evapotranspiration rate from CIMIS station 160 (San Luis Obispo West). The monthly reclaimed water supply is based on monthly flow factors for 2005. The demand versus supply comparison is shown in Figure 3 and in Table 3.

Reclaimed Water Supply and Applied Irrigation Demand



Explanation

- Potential Groundwater Pumping Offset

Figure 3
Reclaimed Water Supply
and Applied Irrigation Demand
City of Morro Bay



**Table 3
Morro Valley Applied Water Demand vs Reclaimed Water Supply**

Month	Reference ET (inches)	Applied Water Demand (acre-feet)	Reclaimed Water Supply (acre-feet)	Groundwater Pumping Offset Potential* (acre-feet)
JAN	2.14	66	131	66
FEB	2.53	77	114	77
MAR	3.73	114	122	114
APR	4.5	138	102	102
MAY	5.63	172	108	108
JUN	5.55	170	100	100
JUL	5.78	177	115	115
AUG	5.41	166	107	107
SEP	4.56	140	94	94
OCT	3.64	111	91	91
NOV	2.37	73	88	73
DEC	1.89	58	93	58
TOTAL	47.73	1460	1265	1105

NOTES: Reference ET for CIMIS Station 160 (San Luis Obispo West).

*Offset potential will vary from year to year based on actual applied water demand and reclaimed water supply.

Based on the estimates in Table 3 above, the available reclaimed water can potentially offset 1,105 acre-feet of applied water demand in the Morro Valley. The groundwater offset potential is not a fixed value but will vary from year to year based on actual applied water demand and available reclaimed water supply. For example, applied water factors are typically reported for low, medium, and high water demand conditions. The range of applied irrigation water demand in the Morro Valley, using the low and high factors from the County Master Water Report, is between 1,110 AFY and 1,760 AFY. The resulting range groundwater offset potential (using the same reclaimed water distribution in Table 2) is 1,000 AFY to 1,170 AFY. As previously discussed, this is a maximum benefits analysis and assumes a high level of grower participation.



Basin Yield

Sustainable yield estimates developed for the Morro basin include 1,500 AFY (Cleath & Associates, 1993) and 1,529 AFY (Brown and Caldwell, 1981). In addition, Brown and Caldwell developed a long-term yield of 1,770+ AFY for normal precipitation years.

The Morro basin is in overdraft. Groundwater withdrawals exceed natural replenishment of the basin during drought periods. Under the current exceptional drought, avocado orchards are being stumped and truck crop acreage left fallow due to a shortage of water. The City wells are the farthest downstream wells in the basin, and as a result of increases in agricultural pumping, the City wells have lost a significant portion of their historical freshwater yield.

The average applied water demand for existing agriculture has been estimated at 1,460 AFY (and may range higher under dry conditions). Rural domestic water demand in the valley was previously estimated at 30 AFY in 1992 (Cleath & Associates, 1993) and has likely increased. For the purpose of this benefits analysis, the prior sustainable yield estimate of approximately 1,500 AFY appears reasonable.

Benefits Analysis

Approximately 75 percent of applied water demand for agricultural irrigation in the Morro Valley (1,105 AFY) could be offset using reclaimed water from a new wastewater treatment plant. This offset becomes in-lieu recharge to the groundwater basin.

Not all of the in-lieu recharge credit would necessarily be available to City wells. As indicated earlier, the hydrologic balance equation is: groundwater basin inflow = groundwater basin outflow + change in storage. Using the concept of in-lieu recharge, reclaimed water may be represented by an increase in basin inflow. This results in an increase to groundwater in storage and/or an increase in basin outflow (to Morro Creek and the ocean). Conversely, if reclaimed water is represented by a reduction in outflow (from wells), then the result of the hydrologic balance is an increase in storage and/or a decrease in basin inflow. Generally speaking, the potential for increasing outflow and reducing inflow increases as a basin fills up. The basin narrows (Figure 1) also restricts subsurface underflow from the upper basin to the area where the City's wells are located, and the primary mechanism for transferring in-lieu recharge is expected to be stream flow. The potential change in storage must be accounted for when estimating available in-lieu recharge.

During drought, pumping depressions expand and carry over from year to year because of lower than normal recharge to the aquifer. A significant portion of the in-lieu recharge would be needed to fill storage declines upstream of the narrows before any benefits are available to downstream users.

Groundwater storage declines during drought have been estimated based on the basin area, water level hydrographs, and specific yield. Spring water level declines during drought appear to increase



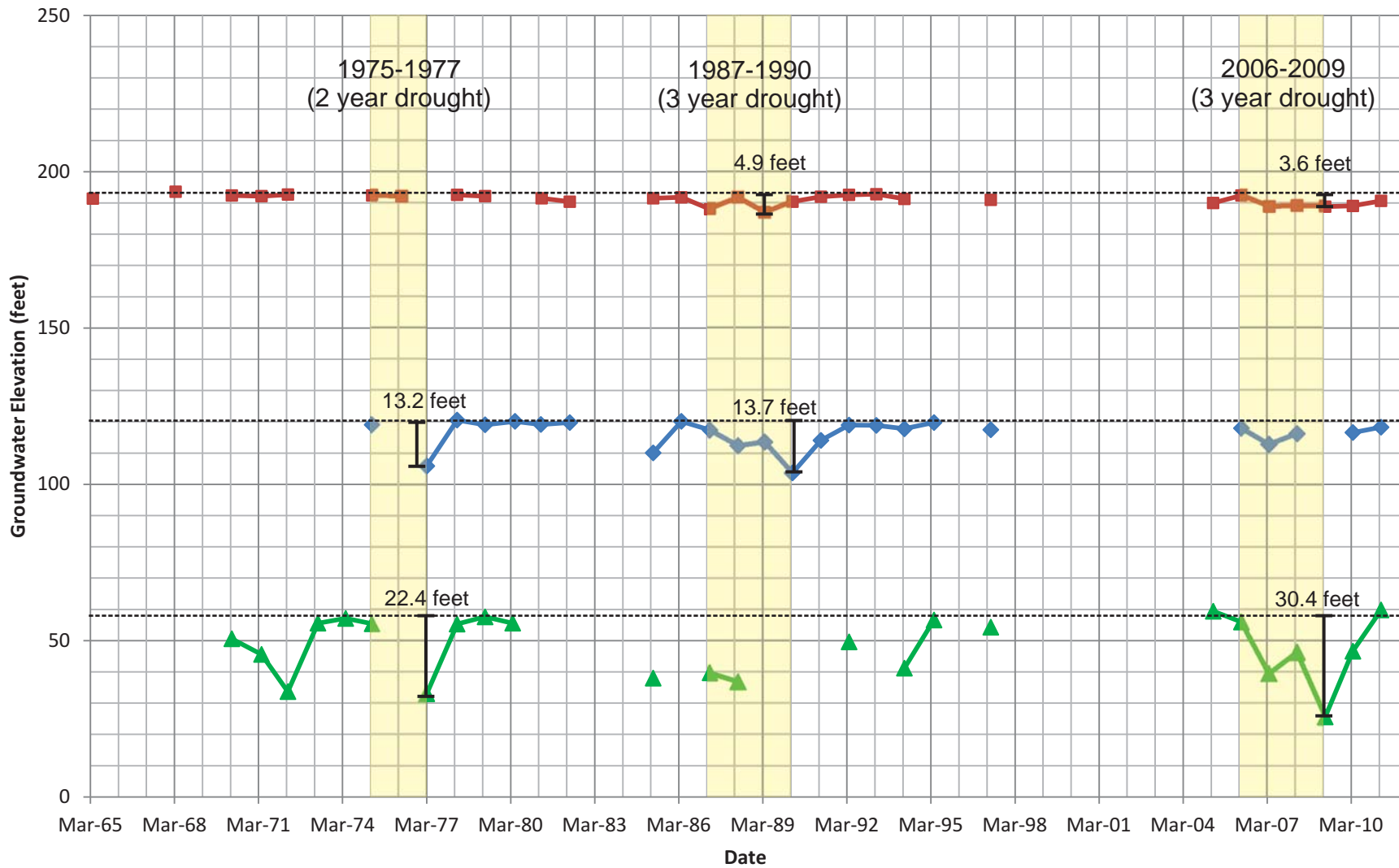
from upstream to downstream, ranging from 5 feet in the upper reaches of the Morro Valley to approximately 30 feet in the lower valley upstream of the narrows (Figure 4). The declines are typically cumulative over two or three drought years. For the purposes of this analysis, an average water level decline of 18 feet over three years, or 6 feet per year, is assumed under drought conditions upstream of the narrows.

During normal or wet periods under the current condition, available water level hydrographs show basin storage above the narrows returns to a full condition almost every year. Therefore, little or no use of in-lieu recharge would be needed to fill the basin. Additional stream flow, together with increased subsurface outflow through the narrows, would take place on an annual basis and be available to benefit the City water supply. City water demand typically peaks in the summer and fall, however, while stream flow peaks in the winter. Even in normal years, extending the duration of base flow between the upper basin and the lower basin may be necessary to avoiding seawater intrusion, due to the limited lower basin storage and proximity of City wells to the ocean. The duration of flow becomes more critical as the yield of the City wells increase. As a conservative measure to assist extending the duration of base flows, a nominal two feet of water level decline upstream of the narrows is assumed to be offset by in-lieu recharge during normal years.

The basin upstream of the narrows covers approximately 890 acres. Assuming an average annual decline during drought of 6 feet, and an average specific yield of 10 percent, the resulting storage loss under current conditions would be 535 AFY. After accounting for this change in storage, an estimated 570 AFY of in-lieu recharge would flow through the narrows and be available to benefit the City wells during drought. In normal to wet years, up to 180 AFY of in-lieu recharge would offset potential storage decline in the upper basin, leaving an estimated 925 AFY of available benefit to the City.

As previously discussed, the Morro basin yield is assumed to be 1,500 AFY during drought (the sustainable yield), and 1,770+ AFY during normal to wet years. These yield values provide a basis for estimating the available water for City wells under current conditions, so that the relative benefit of the project can be determined. The benefit to the City water supply from using reclaimed water in the Morro Valley is summarized in Table 4 below.

Spring Water Levels Morro Basin above Narrows



◆ Little Morro Valley
 ■ Upper Morro Valley
 ▲ Below Morro/Little Morro Confluence

Explanation

◆ 13.2 feet
|
◆ Spring groundwater elevations with drought period decline in feet

Figure 4
Spring Water Levels
Morro Valley
City of Morro Bay



**Table 4
Project Benefit
Morro Valley Reclaimed Water Use**

Scenario	Description	Drought Years	Normal to Wet Years
		(acre-feet per year)	
Current Conditions	Basin Yield	1500	1770+
	Ag Water Demand	1460*	
	City Yield	40	310+ (581 maximum)
Project Conditions	In-Lieu Credit	1105	
	Storage Adjustment	535	180
	City Yield	570	925+
	Project Benefit	530	615+

NOTE: City yield from Morro Creek underflow without seawater intrusion.
 Project benefits will vary from year-to-year, and will be less if assumptions are not met.
 *Ag water demand value is average and will typically be greater in dry years than in normal to wet years

Groundwater available to City from the Morro basin, under current conditions and without inducing seawater intrusion, is significantly less than the 581 AFY permitted diversion amount. This is because the City wells are the farthest downstream wells in the basin, and are therefore the last to receive inflow from stream seepage, which is the primary source of basin recharge.

Under project conditions, most of the current permitted diversion will be restored during drought years (570 AFY yield), and during normal to wet years the City yield would exceed 900 AFY. Comparing the project’s City yield with the maximum pumping capacity at City wells in Table 1 indicates the City has the facilities to produce the increased yield.

Environmental Water Supply Benefit

Siting the new City wastewater plant in the Morro Valley and providing reclaimed water for irrigated agriculture would provide more water for environmental demand. Under project conditions, groundwater levels in the Morro Valley would be maintained at higher levels, resulting in periods of greater stream flow. Extending the duration of base flow is expected to be an important mechanism for transferring in-lieu recharge from the upper valley through the narrows and toward the City wells. Not all of the in-lieu recharge will become available to the City, and a portion will contribute to the riparian habitat.



Management Strategies

A reclaimed water project of this magnitude will require cooperation between the City, other public agencies, and private stakeholders. A detailed discussion of potential management strategies are beyond the scope of this analysis. However, the difference in Table 2 between the available reclaimed water supply and the applied water demand supports the use of ag reservoir storage capacity to effectively increase the utilization of reclaimed water.

Summary

The City wells are the farthest downstream wells in the basin, and have lost a significant portion of their historical freshwater yield. Providing reclaimed water to growers in the Morro Valley would reduce agricultural pumping and provide in-lieu recharge to the groundwater basin. This would restore the freshwater yield during drought years and increase the yield during normal to wet periods, in addition to providing water for environmental demand. The project water supply benefit is estimated at 530 AFY during drought and 615+ AFY during normal to wet years. These are maximum anticipated benefits, and would require a high level of grower participation in the reclaimed water program.

References

- Brown and Caldwell, 1981. Groundwater Evaluation of the Cabrillo Property in Morro Creek Basin, June 1981.
- Carollo, 2012. County Master Water Report, May 2012.
- CH2M Hill, 2011. 2010 Urban Water Management Plan, City of Morro Bay, June 2011.
- Cleath & Associates, 1993. Groundwater Analysis for Water Management Plan, City of Morro Bay, Appendix B of Water Management Plan prepared for Boyle Engineering, October 1993.
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- Department of Water Resources, 1972. Sea Water Intrusion: Morro Bay Area, San Luis Obispo County, DWR Bulletin 63-6, February 1972.
- Rickenbach Consulting, 2013. City of Morro Bay New Water Reclamation Facility Project, Second Public Draft Options Report, December 5, 2013.



AGENDA NO: C-3

MEETING DATE: October 28, 2014

Staff Report

TO: Honorable Mayor & City Council **DATE:** September 27, 2014
FROM: David Buckingham, City Manager
SUBJECT: Discussion on Engaging Management Partners to Update the May 2008 Assessment of City Organization and Financial Options

RECOMMENDATION

Staff recommends the City Council review and approve the proposal from Management Partners to update the May 2008 Assessment of City Organization and Financial Options report and authorize the City Manager to sign an agreement, approved by the City Attorney, for those services.

ALTERNATIVES

1. Postpone the study and consider it in the budgeting process for FY 15/16.
2. Dismiss the idea until GP/LCP and Local Economic Action Plan are complete.

FISCAL IMPACT

The cost of the proposal is \$76,900. Staff recommends this project is funded from the excess over the \$500,000 minimum in our Risk Management Accumulation Fund. There are sufficient funds in that account to pay for both this report and the Local Economic Action Plan approved by Council at the October 14, 2014 meeting.

SUMMARY / BACKGROUND

In the 2007/08 fiscal year, the City engaged Management Partners to perform an assessment of the City's organization and provide recommendations. The 2008 report listed 40 recommendations. Some were implemented and many, for various reasons, were not. From the economy to staffing to budget, there have been significant environmental changes over the intervening six years. Council directed staff to request a proposal from Management Partners to update the report.

DISCUSSION

Attached to this staff report is the proposal from Management Partners to update their 2008 Assessment. The update will take three to four months to complete. This report, anticipated to be received in the March 2015 time frame, will be an excellent complement to the Local Economic Action Plan and the General Plan / Local Coastal Plan updates that will be in full swing at that time. The City Manager believes an updated Management Partners assessment will be very helpful

Prepared By: _____

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

in the process of improving the efficiency, effectiveness and fiscal sustainability of our City. This assessment aligns perfectly with City Goal #5: “Improve Fiscal Sustainability” and supports goal #4: “Maintain Core Public Safety Services.” Below is a list of the proposed activities involved in the update:

<u>ACTIVITY</u>	<u>HOURS</u>
Activity 1: Start Project	26
Activity 2: Update Strategic Organizational Review	68
Activity 3: Update the Operations Review	82
Activity 4: Conduct Best Practice Research and Peer Benchmarking	44
Activity 5: Obtain Employee Input	49
Activity 6: Report Results	40
Activity 7: Prepare & Present Final Report & Implementation Action Plan	62
SUBTOTAL	371
Activity 8: Provide Implementation Assistance	11
Activity 9: Evaluate Sustainability	39
Activity 10: Develop Water and Wastewater Pro Formas	49
TOTAL	470

Attachments:

1. 2014 Update Proposal
2. Separate list of recommendations with staff’s notes

Link:

1. 2008 Assessment of City Organization and Financial Options Report
<http://ca-morrobay.civicplus.com/DocumentCenter/View/641>



August 19, 2014

Mr. Edward Kreins
Interim City Manager
and Ms. Susan Slayton
Administrative Services Director
City of Morro Bay
595 Harbor Street
Morro Bay, CA 93442

Dear Mr. Kreins and Ms. Slayton:

At your request, Management Partners is pleased to submit a proposal to update our previous assessment of the City organization and provide recommendations for moving forward. As you know, in 2008 we completed a comprehensive assessment of Morro Bay's finances and organization. We provided 38 recommendations for additional investments in City service capacity, expenditure control, revenue creation and a few long-term strategies.

Project Background

Since 2008 much has happened. We experienced the "Great Recession" nationally between December 2008 and June 2009. This recession was so severe that in some communities, local economies have not yet returned to pre-recession levels. Many cities, including Morro Bay are adjusting to a "new normal" with lower revenue trends in their general fund. Additionally, CalPERS has changed its funding policies, which is resulting in dramatic rate increases, and cost loads that are unprecedented. Fortunately it appears that Morro Bay was proactive about statewide retirement reform (PEPRA) by implementing lower retiree tiers. Just how these retirement changes affect Morro Bay's budget is complex and will evolve over the next five years.

From reviewing current City information it is also clear that new expenditure controls, many involving, negotiated labor concessions have been implemented. The City also achieved voter approval for Measure Q, a half-cent sales tax to provide unrestricted funds primarily for public safety and infrastructure needs. It appears the FY 2014-15 budget is structurally balanced, except for a risk management transfer. However, the long-term prognosis for the general fund

Mr. Edward Kreins
Ms. Susan Slayton

is still negative given the expected differences in expenditure and revenue trends. The City still has service concerns in police and we are assuming the deferred maintenance issues are growing. Furthermore, the budget message references the need to visit water and wastewater rate increases to shore up the financial condition of those two funds.

Finally, soon there will be a new City Manager and an update of the Management Partners 2008 report could provide a beneficial context and “road-map” as he begins to manage the enterprise.

Project Understanding and Summary

Our proposal is designed to leverage the fact that Management Partners completed extensive work six years ago. Therefore, we will not repeat old territory unnecessarily. We want Morro Bay to leverage their investment in our previous work and receive current insight to inform the conversation between the new City Manager and City Council on priorities for the future.

We propose to spend time with staff to document how things have changed since 2008. We will review the previous 38 recommendations and check for relevance today. We will inventory what has been done to date, focus on how things have changed since the last study and develop a current list of recommendations. We will also update your 10-year financial forecast. Due to our recent engagements such as in Stockton, Santa Ana, Benicia, Berkeley and El Monte we have a current and sophisticated model that can provide reliable fiscal planning guidance over this time horizon and accurately reflect likely CalPERS changes in costing.

Our team has the experience and skills needed to review the organization, identify opportunities to improve effectiveness and efficiency, and create an implementation action plan to assist the City in making changes.

We have described the key activities involved in conducting this type of organizational assessment below. In addition we have provided several optional activities that are somewhat beyond the scope of updating the 2008 report, but which may have value for the City. Before describing our work plan, we would like to take the opportunity to introduce our firm in more detail.

About Management Partners

Management Partners is a professional management-consulting firm dedicated to helping local government organizations increase their effectiveness. The firm was founded in 1994 and is staffed by over 80 professionals who are experienced public service managers as well as qualified management consultants. We have offices in San Jose and Costa Mesa, California, and Cincinnati, Ohio from which we service clients throughout the United States. Our passion is quality management and performance. As a firm, our commitment is to produce first-rate analysis and results that clients can implement.



Mr. Edward Kreins
Ms. Susan Slayton

The firm has extensive experience helping local governments improve their operations and create processes that result in a high level of service to customers. We have undertaken organizational reviews for virtually every type of city and function, including reviews of entire governments as well as selected studies of individual departments and operations. In addition, we have expertise in applying performance management techniques, including performance measurement preparation and training. Management Partners has trained staff in over 100 jurisdictions throughout North America as the trainer for the International City/City Management Association's (ICMA) Center for Performance Measurement.

We know that successful organizations are institutions that are well-designed and have clear systems for the planning and management of work, and that the people who staff them are well supported by good leadership and sound management practice in their everyday relationships. Our interest as a firm is in helping our clients identify ways in which they can improve, by changing business processes or systems or through improvements in the art of management. We bring to bear an unusual breadth and depth of understanding of local government, with a bias toward implementing best practice ideas that are tailored to the unique circumstances of the individual client. More information about the firm is available on our website at www.managementpartners.com.

Our Approach

In an era of reduced resources and increased demands, with an emphasis on continuous improvement, gains in productivity, and key policy choices for determining Morro Bay's future, this update review is timely. It is also timely because a new City Manager will begin soon. Since this review is citywide in scope, it provides an opportunity to build on what the City has accomplished over the last several years, while improving organizational fundamentals such as business systems, performance management, and staff training and development. The assessment is an opportunity to go beyond "just getting by" and will help facilitate the conversation about what Morro Bay needs to do to be a vibrant and sustainable city.

Specific project goals include:

- Update our past review of the organization structure and the benchmarking of budgets and staffing levels with other cities;
- Complete a 10-year financial forecast model to examine expenditure and revenue trends to identify sources of financial problems;
- Update our review the City's business practices as related to fundamental corporate support functions of budgeting, fiscal management, management systems, information technology, contracting for services and human resources;
- Update our review of City service approaches relative to industry best practices in financial management (including the relationship between the general fund, special and enterprise funds) as well as direct service provision in police, fire, public services, harbor, parks and recreation, intergovernmental coordination and other City service areas;



Mr. Edward Kreins
Ms. Susan Slayton

- Identify performance measures currently in place and how performance is tracked and improved;
- Update our list of recommended changes to the organization structure, staffing, and business processes that will increase overall productivity, including identifying cost/revenue scenarios associated with different options; and
- Update priorities for implementing changes and improvements so the City can improve and stabilize its financial position.

Plan of Work

Our plan of work consists of eight discrete activities consistent with the needs of the City, and two optional activities. We will begin with a survey of the City organization to develop an understanding about current operations of the overall government and of the major functional activities within the government in relation to each other. This will be followed by a thorough review of operations, including identifying work priorities and service delivery capabilities within individual departments.

Our consultants all have local government experience in addition to their expertise in management consulting. The combination of proven techniques and professional experience will result in an objective analysis of individual departments' organization and operations with recommendations for specific improvements to increase effectiveness and achieve cost savings.

Activity 1 – Start Project

The starting point for this project will be to meet with City management to discuss the details of the project approach and execution. In addition to this initial meeting, we will meet with department directors to introduce the project and our team, and will conduct individual interviews with City leaders, as appropriate, to properly frame the priorities for attention. This will afford an opportunity to identify any special situations or needs that individual managers want to have considered at the start of the project. At this time, we will also seek information about current City priorities and work planning.

The project start-up activity will form the basis of the partnership between Management Partners' project team and City staff. It will be the occasion for us to fine-tune the project schedule (which will be developed in consultation with the City prior to initiating the project) so that it can be comfortably integrated with the other work that City staff must attend to while this project is in progress. If we think there should be adjustments to our project plan, we will meet with you before moving forward.

Activity 2 – Update Strategic Organizational Review

The initial substantive activity is to update the overall review of Morro Bay. We will examine the key legislative and administrative policies and procedures and review significant plans, strategic and operational, that have been used to guide programs and services. We will also examine studies of individual functions that may have been completed in recent years. We will



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conduct individual interviews with each member of the senior management team and with selected additional staff or stakeholders as maybe useful to gain an understanding of the City government. Obviously since we were familiar with your organization six years ago, we will benefit from our previous exposure to the City as we already have some understanding of the organization.

We will update our understanding of the support services that are provided on a centralized basis as well as the operations in each department. During this review we will be looking for areas of duplication and redundancy that exist in all organizations and we will be looking for any changes since 2008, including implementing past recommendations.

We will update ourselves with the key elements of your financial management system (chart of accounts, investment policy, budget, and purchasing manual and risk policies) as well as the key elements relevant to personnel management (personnel policies, labor agreements, etc). We will also examine your information technology operations. This activity will also include a review of the City's asset and infrastructure management systems e.g. roads, parks, real property, facilities and fleet.

Given the context of this assignment, the review of the City's fiscal situation will merit obvious special attention. Many of our recommendations in 2008 revolved around this area, thus we will see which were implemented, which were not, and ultimately provide an updated list for the future. An understanding of Morro Bay's current fiscal environment will also be a part of this activity. Revenues, expenditures and long-term financial plans, including fees for service and other revenue sources, will be reviewed and evaluated. It is critically important to understand the new fiscal environment in which the City is operating and identify opportunities for revenue generation or cost reimbursement that may not have been implemented. Our extensive experience throughout California provides us with a unique understanding of best practices in terms of revenue management, user fee options, and cost recovery measures that cities can utilize.

Activity 3 – Update the Operations Review

Management Partners' project team will meet with managers in each department to update information about department priorities and work plans, including program operating goals and key projects currently planned or being implemented. This review will be coordinated with and through the director of each department and will include interviews with each manager with responsibility for key service delivery and project management.

We will obtain and review policies, procedures, expenditure detail, and performance data that may be available for each program. This information will be obtained through a combination of interviews with staff members responsible for the programs, a review of documents and data, observation of workflow, and evaluation of any existing workload data or program performance. We will review with them the relevant 2008 recommendations and illicit their responses on each (e.g., Are they still relevant? Which were implemented? etc.)



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Based on the information collected in interviews, observations, and analysis of the departmental documentation, selected business processes may be identified for further analysis as necessary. Management Partners will identify the most significant barriers to effective organization function and efficiency in service delivery. Incorporating that understanding with our team members' accumulated expertise in managing service delivery, we will identify opportunities to improve the organization's structure and service delivery functions. For each improvement opportunity, we will assess the feasibility of implementation. Implementation actions will also identify opportunities for improvements to service delivery that can be achieved.

Because public safety is the first priority of local government, and the locus of approximately 50% of Morro Bay's expenditures, we will continue to look for ways the City can optimize its expenditures in this area to provide resources to improve direct "front line" service delivery. We use a variety of analytical tools to determine how the City can provide better service. One of these, the position utilization analysis, ensures that all sworn personnel are being deployed to the fullest. We examine the utilization of all personnel and determine which support functions being accomplished with sworn personnel could be undertaken by civilian personnel. We also examine department workloads and evaluate how the existing resources are deployed to deal with them. The objective is to optimize the City's ability to have resources available at the time they are most needed.

Another area of great importance in any City is the development and maintenance of public infrastructure and other assets. We will review the City's management systems for inventorying the condition of these public assets as well as existing maintenance plans and schedules for all types of public infrastructure including building and other facilities, such as parks. In 2008, we made specific recommendations in this area. We wish to update our understanding of these functions and discuss whether the recommendations have been implemented or are relevant today.

Activity 4 – Conduct Best Practice Research and Peer Benchmarking

We expect to have some significant efficiencies at this stage in the project, because of our past work for Morro Bay. Benchmarking against the best state and national practices will be a thread that runs through this entire project. To ensure that this benchmarking is of maximum utility, we will ask City management to review an updated list of peer agencies. Since the service delivery profile of Morro Bay will vary across departments and program areas, we will work with departments to ensure benchmarks and best practices are measured in service delivery environments similar to that of Morro Bay.

Since all cities are charged with delivering effective services in a world of limited resources, we will revisit how departments achieve maximum productivity and measurable performance for the least cost. This activity will provide updated comparisons about such issues as staffing levels, service levels and budgets. Specific areas for benchmarking will include:

1. Identifying best practices relative to service, systems and management in comparable jurisdictions;



2. Identifying best practice mechanisms for measuring effectiveness of the mission;
3. Identifying best practice tools for optimizing resource allocation towards mission and for achieving maximum cost efficiencies, and
4. Identifying staffing and service level norms in comparable jurisdictions.

Activity 5 – Obtain Employee Input

City employees are the bedrock of quality service delivery organizations. They know and have opinions about the good things that the City does, as well as about those things that could be done better. The City has several new staff members since 2008. Our experience is that tapping into that knowledgebase through professionally conducted electronic surveys and focus groups is a useful source of learning. It is also an empowering experience for employees because it allows them to make suggestions for improvement. It also reveals issues and problems in other operational areas.

Management Partners will prepare and deploy an electronic survey that all City employees will have an opportunity to take on a confidential basis. The survey will focus not only on organizational priorities and opportunities to improve efficiency, but also on organizational development issues.

To complement the electronic survey, Management Partners will conduct one or two focus groups with representative employees from the City's various departments and programs. Focus groups will be confidential, with employee comments being encouraged on a not-for-attribution basis. The discussions will provide a useful perspective on those aspects of City operations that are working well and those that need attention.

The focus group or groups will use information developed from the electronic survey. Frequently, specific ideas for further consideration are also identified during focus group discussions. This activity broadens our knowledge of the current situation from the employee perspective and helps to highlight areas for potential improvement from the employees who actually do the work on a daily basis.

Activity 6 – Report Results

After we have concluded the investigation and data-gathering phase of the study we will brief City leaders on the results of our analysis. The presentation will be in a PowerPoint format that will be designed to facilitate dialogue. We will be interested in feedback concerning the sensitivity, feasibility, and constraints regarding our initial recommendations.

Since we were in your City six years ago, we will start with the 2008 list of recommendations, updating it for relevance today and then presenting a new list for moving forward. We are cognizant that the City of Morro Bay, as with most local governments in California, is facing significant fiscal constraints. Our ultimate recommendations will be those that can be achieved within the context of those constraints and which are consistent with best practices in municipal government operations.



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The feedback session will be followed by the development of a draft report. The report will provide the analysis and facts considered relevant to effecting improvement, including specific implementation recommendations. It will be reviewed with the City to ensure factual accuracy prior to preparing a final project report.

Activity 7 – Prepare and Present Final Report and Implementation Action Plan

The next step will be to prepare the final project report, based on the draft and reflecting careful consideration of comments and suggestions developed during its review. Management Partners will present the final recommendations to the City at a public meeting, if desired.

Based on the results of the above activities, we will also prepare a draft Implementation Action Plan. The draft plan will list each separate recommendation, including component milestones, timelines and assigned accountability for execution. The management team can then turn the draft Implementation Action Plan into a final plan by assigning completion dates based on other City priorities. A realistic schedule of implementation activities can then be prepared and adopted.

Activity 8 – Provide Implementation Assistance

A project such as this has value once its results are implemented. Because we are a firm of practitioners, we are particularly qualified in assisting in the implementation of certain complex recommendations. We stand ready to assist in any way we can in this regard.

Our basic plan of work will provide the City with a complete blueprint for implementation, including an Implementation Action Plan but there may be good reason to provide additional assistance to the City as it works to implement the recommendations contained in the report. In this activity we will assist the City with finalizing the Implementation Action Plan developed in Activity 7 and helping the staff locate resources helpful in the implementation of recommendations.

Because Management Partners is skilled at all aspects of City government, we can provide support to staff in implementing good work planning and execution techniques, as well as in providing analytical support and best practice information for the range of services that the City of Morro Bay provides, if such additional assistance is desired.

Optional Activity 9 – Evaluate Sustainability

Nothing stands still in the city business and doing nothing has its consequences. In 2008, we focused on the operations and organizational structure of the City and suggested possible changes to improve service delivery or reduce costs. However, we did not focus on outcomes or the opportunity costs from such a restricted capacity to address the needs of the city. After completing the 10-year financial forecast, we can run scenarios on what funds will be available to provide services and maintain public assets and infrastructure. We will identify the magnitude of cuts required to balance future budgets.



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We can then provide a more detailed picture of the future for service delivery and condition of public assets. For example, what is the condition of the City's infrastructure or assets and how will it change given current trends over the next 10 years? Also, where or when are we providing unacceptable services to Morro Bay residents and visitors? In other words, we can simply focus on sustaining current services but there are impacts to this approach. This optional activity attempts to frame the issue for the City Council. This picture can be compared to the Council's ideal vision for Morro Bay and what will it take to get there.

Optional Activity 10 – Develop Water and Wastewater Pro Formas

The recent budget message speaks to the Water and Wastewater Fund financial difficulties and their reliance on accumulated monies to fund operations. You further suggest the need for rate increases. To assist in this effort, we can provide detailed 10-year financial forecasts to assist in the discussion on various rate increase scenarios. We can also benchmark the current and proposed rates with other cities.

Project Team

Andy Belknap will manage this project. Bob Deis will be the principal consultant on the project and will be assisted by Robert Leland, Preeti Piplani and Brittany Gabel. A brief summary of the significant qualifications for each team member is included below.

Andrew Belknap, Regional Vice President, is responsible for Management Partners' western operations, based in San Jose, California. He has more than 20 years of local government experience, including service as a city manager, public works director, and consultant to California municipalities and special districts. His areas of expertise include fiscal and budget analysis, intergovernmental relations and developing service delivery partnerships and functional consolidations to take advantage of economies of scale in public sector service delivery. A trained economist, Andy brings a special expertise to fiscal analysis and public finance issues. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analysis.

Bob Deis, Special Advisor, has a distinguished 34-year public service career managing the finances of cities and counties in California, Oregon and Washington. He has been a city manager and county administrator, all within council/manager forms of government. He has managed organizations ranging from 200 to 5,000 employees. Bob led the complete transformation of two cities and two counties by tackling intransigent issues and creating new organizational cultures around good governance. He created results through disciplined implementation of strategic plans that involved community opinion leaders, city council members, senior management and line staff. Bob recently retired as the city manager of Stockton. He inherited an insolvent city of 300,000 that was chaotic and in distress from operational, budget and governance perspectives. In 3.5 years, he installed a new management team, created a new organizational culture, put the city on a path to solvency by taking the



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severe but necessary step of seeking bankruptcy protection, restructuring long term obligation and passing a revenue measure. He also designed and implemented the Marshall Plan on Crime, an innovative approach to addressing public safety concerns. In the words of Stockton's city council, "Bob was the architect of Stockton's recovery".

Robert Leland, Senior Manager, joined Management Partners in 2012, after 37 years of experience in state and local government finance. He was director of finance for 26 years for the City of Fairfield, California, a city long known for its entrepreneurial management and long-term financial planning. He previously served as assistant finance director for the City of Sacramento, where he managed the city budget, and as a staff consultant to the Assembly Revenue and Taxation Committee, where he drafted and analyzed legislation and worked on the team implementing Proposition 13. Since 2010 Bob has consulted in his area of special expertise, municipal budgeting and long-range forecasting. He is a leader in his profession, having been elected by his peers as president of both the California Society of Municipal Finance Officers and the League of California Cities' Fiscal Officers Department. Bob was the recipient of the 2010 Award of Excellence in Public Finance from the California Public Securities Association, which recognizes exceptional work, creativity, service and leadership by a municipal finance professional.

Preeti Piplani, Senior Management Advisor, is an experienced public policy and administrative analyst. Her areas of local government expertise include conducting fiscal and budgetary analysis, risk assessments, management audits, and organizational assessments. She also has experience implementing performance measurement systems. Highlights of her most recent projects span numerous complex policy areas, including analyses of redevelopment dissolution, social services contract administration, and public sector payroll practices. Prior to joining Management Partners, Preeti served as an external management auditor to the County of Santa Clara's Board of Supervisors. Her professional experience also includes work in public university administration and high-tech legislative and regulatory research and analysis.

Brittany Gabel, Management Advisor, has supported a range of projects, including the management system review work, strategic planning, organizational assessments, process improvement studies, service consolidation studies, and budget stabilization studies. She is skilled in the design and administration of online surveys and has supported many local governments and nonprofits in their efforts to develop strategic plans, confirm their mission and vision statements, and develop goals and strategies that resonate with their constituents. Brittany brings expertise in quantitative and qualitative research methods, program evaluation, human resource management, strategic planning, public policy analysis, and budgeting. Prior to joining Management Partners she worked with the City of Oakland Public Works Agency. There she developed and implemented an online, interactive database used to streamline the administration of safety compliance.



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Hours and Fee Proposal

This primary project proposal (without the optional activities) has a total of 371 hours of professional time. This work including expenses would have a total cost of \$62,900, which includes a \$4,000 expense allowance. Including the optional elements would raise the total project cost to \$76,900.

The first option Activity 9, articulating the impacts of the status quo includes 39 hours, at a cost of \$6,080. The second optional activity (Activity 10), developing 10-year financial pro formas for the Water and Wastewater Funds includes 49 hours of time, at a cost of \$7,725.

The estimated hours for each activity are shown in the table below.

ACTIVITY	HOURS
Activity 1: Start Project	26
Activity 2: Update Strategic Organizational Review	68
Activity 3: Update the Operations Review	82
Activity 4: Conduct Best Practice Research and Peer Benchmarking	44
Activity 5: Obtain Employee Input	49
Activity 6: Report Results	40
Activity 7: Prepare and Present Final Report and Implementation Action Plan	62
SUBTOTAL	371
Activity 8: Provide Implementation Assistance	11
Activity 9: Evaluate Sustainability	39
Activity 10: Develop Water and Wastewater Pro Formas	49
TOTAL	470

Management Partners will develop a schedule for completion of the project that meets the needs of the City of Morro Bay. It normally takes about three to four months to complete a project such as this. We are aware that a new City Manager will be joining Morro Bay, thus we can adjust our schedule to make the best of this transition.

References

To demonstrate our experience and expertise with organization reviews and process improvement projects, we are providing reference information for several projects the firm has completed that are relevant and comparable to the project we are proposing for Morro Bay. We are proud of our long list of satisfied clients and we are pleased that many of our clients have contracted with us for multiple projects. More information on our clients and professional experience is available at www.managementpartners.com.



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Stockton, California

Management Partners has provided expert financial advice and analysis to the City of Stockton since 2011. We were first engaged to conduct a review of the City's financial condition. We concluded that the City had a serious deficit and that immediate, significant measures would be required. Management Partners was then asked to continue providing financial advice and expertise, which included preparing a ten-year financial forecast and associated models, and providing experts to serve in various positions, including chief financial officer, budget officer and accounting manager. We then were engaged to serve as the project manager for a then new mediation process required under California State Law AB 506. Our role continued through the City's bankruptcy, with Management Partners being taking the lead in coordinating and managing the process with multiple outside experts, City staff, and the City Council. We are still actively assisting the City with the process. A significant component of this effort has been to conduct a number of efficiency and streamlining studies to help the City lower operating costs. Significant projects have included fleet maintenance, parking and fire dispatch. Management Partners is actively assisting with the implementation of these operational improvements.

Client Contact: Ms. Laurie Montes, Deputy City Manager
425 N. El Dorado Street
Stockton, CA 95202
(209) 937-8843

Fremont, California

Management Partners was engaged to conduct a strategic budget sustainability study and develop recommendations to allow Fremont to continue to provide services within its projected resource capacity. We used interviews, focus groups and collaboration with a project steering committee to identify promising alternatives for analysis. In addition, we conducted a review of each labor association's memorandum of understanding to identify significant cost drivers, and developed a five-year financial forecast. Our analysis resulted in 33 recommendations that will improve Fremont's financial condition by between \$16.7 and \$19.6 million annually. We also provided the City with a template to facilitate the development of a plan for implementing our recommendations.

Client Contact: Mr. Mark Danaj, (formerly Assistant City Manager of Fremont)
1400 Highland Avenue
Manhattan Beach, CA 90266
(310) 802-5053

Santa Ana, California

Management Partners was engaged in 2011 to conduct a review of the organization and operations of the government to develop recommendations to allow Santa Ana to continue to provide services within its projected resource capacity. We conducted interviews with elected, appointed and labor leaders and collaborated with a project steering committee to identify



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alternatives for analysis. We also reviewed each labor association's memoranda of understanding to identify significant cost drivers. As part of the project, a ten-year financial perspective, including a five-year forecast, was developed to show the magnitude of the City's budget challenges. Our analysis resulted in 47 recommendations in three areas: new revenues, service delivery model changes and compensation changes. If implemented, the recommendations would improve Santa Ana's financial condition by at least \$24 to \$27 million annually. The analysis identified several targeted opportunities for contracting, including zoo operations and fire service. The City issued a request for proposals for zoo operations and recently approved contracting for fire service with the Orange County Fire Authority, which will save approximately \$10.5 million annually.

Following the retirement of the incumbent city manager, the firm was asked in 2013 to review the work from two years ago to identify those actions that were implemented and those that remained to be implemented, update the long-range financial plan, and provide a roadmap for implementation. The firm was also asked to assist the elected and appointed leaders in the development of a strategic plan, including significant community engagement.

Client Contact: Mr. Kevin O'Rourke, Interim City Manager
20 Civic Center Plaza, 8th Floor
Santa Ana, CA 92701
(714) 647-5200

Orange, California

Management Partners analyzed the feasibility of alternative service delivery options for several maintenance services provided by Orange's Public Works Department. The project involved conducting interviews and benchmarking to compare Orange's approach to service delivery with other appropriate local government agencies, including several that had outsourced some of the services. Our analysis indicated that Orange could save approximately \$100,000 and improve service quality by outsourcing graffiti removal. Contracting for street sweeping would provide up to \$389,000 in annual cost savings while eliminating the need to invest \$2.1 million to replace equipment that was at the end of its useful life. Based on our recommendations the City issued a request for proposals and contracted street sweeping services for an estimated savings of \$2.3 million. Our analysis also validated the efficiency of the City's facilities, fleet, sewer and traffic signal maintenance under the current, in-house service delivery model.

Client Contact: Mr. Rick Otto, Assistant City Manager
300 E. Chapman Avenue
Orange, CA 922866
(714) 744-2206



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Tracy, California

Management Partners completed a project for the City of Tracy that included a comprehensive evaluation of budget strategies. This project was initiated in the summer of 2008, but took on extreme importance and urgency as the fiscal crisis grew during the latter part of 2008. The final report recommended approximately \$25 million in ongoing budget solutions. As a discrete element within this project Management Partners completed a complete evaluation of building, engineering and planning fees. Our recommendations for adjustments were made in an attachment to the final report. Other user fee recommendations were discussed in the budget recommendations, as were adjustments to the City's cost allocation methodology to increase cost recovery for the General Fund. The City has already implemented the recommendations in our report. As a follow-up to one of the report recommendations, Management Partners was also engaged to evaluate options for creating new user fees for the Fire Department. The report examined fire user fee trends in California and recommended adoption of EMS fees and an EMS membership program. It is estimated that the new fees will produce net annual revenues of \$800,000.

Client Contact: Ms. Maria Hurtado, Interim City Manager
333 Civic Center Plaza
City Hall
Tracy, CA 95376
(209) 831-6000

Conclusion

We look forward to working with City of Morro Bay. Please feel free to contact either Andy Belknap at 805-320-1702 or me at 513-313-0503 if you have any questions.

Sincerely,



Gerald E. Newfarmer
President and CEO



Recommendation 1: Eliminate the Assistant City Manager position or consolidate some operating departments.

The City has two options for streamlining its organizational structure and should choose one:

While the position is justified in terms of workload and providing sufficient management depth to the organization, it is not an operational necessity. Implementing this recommendation will result in salary and benefit cost savings. However, City Manager and department heads will have to assume responsibilities for mandated functions currently performed by the Assistant and the City Council and Manager will have less staff capacity to undertake studies or other management work. In addition, back up for City Manager (when necessary) will have to be assigned to a department head, which may be problematic in a major disaster. **DONE**

An alternative is to consolidate operating departments. Reducing the number of departments would consolidate activities and reduce the number of managers and support personnel positions. Options for consolidation include:

Eliminating the Recreation function or converting it to a completely cost-covering function (enterprise fund), or **COUNCIL ADOPTED COST RECOVERY CATEGORIES AND ELIMINATED BASIC SERVICE PROGRAMS (0 – 10% RECOVERY)**

Combining the Park and Harbor Maintenance functions with Public Services maintenance to minimize overlap of functions and allow the transition of City staff labor to contract labor. **PARTIALLY DONE – PARKS, FACILITIES, STREETS, STORM DRAIN, VEHICLE MAINTENANCE WERE COMBINED INTO A CONSOLIDATED MAINTENANCE DIVISION IN THE RECREATION AND PARKS DEPARTMENT; HARBOR DEPARTMENT NOT CONSOLIDATED DUE TO RELATIVE SPECIALITY OF SLIPS, PIERS AND OTHER FACILITIES OFTEN REQUIRING SPECIALIZED KNOWLEDGE AND BACKGROUND; FROM A PUBLIC WORKS/CITY ENGINEERING PERSPECTIVE THIS DOES NOT SEEM LIKE THE BEST LOCATION TO HOUSE A CONSOLIDATED MAINTENANCE DIVISION. IF WE LOOK AT MOST PUBLIC WORKS MODELS THE MAINTENANCE FUNCTIONS FOR PUBLIC INFRASTRUCTURE IS IN THE PUBLIC WORKS DEPARTMENT WHERE THE DEPARTMENT HEAD IS AN ENGINEER WITH EXPERIENCE IN THE PLANNING, DESIGN, CONSTRUCTION AND MAINTENANCE OF PUBLIC INFRASTRUCTURE.**

Taking either option would save the City approximately \$92,000 per year.

Recommendation 2: Reduce the City's contribution to the Chamber of Commerce.

The City spends a higher level on supporting the Chamber than in its peer cities. The City has a promotional and advertising budget of over \$300,000 and provides over \$146,000 in support of the Chamber of Commerce in addition to several other promotional activities such as support for general promotion and advertising, local visitor's center, County visitors center and tourism program. The City should reevaluate all promotional and advertising efforts and reduce these expenditures. **DONE**

Recommendation 3: Prepare an updated overhead study.

The overhead allocation plan was last done in 1999 and does not appear to be a dynamic, self-adjusting model. This will be especially crucial as changes are made to the overall City budget which will affect allocations. The study will likely pay for itself in savings to the General Fund within the first year. **DONE – THE COST ALLOCATION PLAN WAS UPDATED IN 2009**

Recommendation 4: Investigate contracting all daily operations of the Harbor Department to a professional harbor management company. *WHILE PRIVATE COMPANIES DO EXIST THAT MANAGE MARINAS, MORRO BAY HARBOR DEPARTMENT'S OPERATIONS INCLUDE MARINA MANAGEMENT IN ADDITION TO PUBLIC SAFETY HARBOR PATROL AND LIFEGUARDING, SPILL RESPONSE AND CONTROL, LEASE MANAGEMENT, DERELICT VESSEL ABATEMENT, MAJOR CAPITAL PROJECT MANAGEMENT, PROVIDING AND MAINTAINING PUBLIC AMENITIES, ENVIRONMENTAL STEWARDSHIP, COMMERCIAL FISHING AND BOATING SAFETY ADVOCACY, COORDINATING AND WORKING WITH NUMEROUS OTHER GOVERNMENTAL AND NON-GOVERNMENTAL AGENCIES, TO NAME JUST A FEW. NO PRIVATE OR PROFESSIONAL ENTITIES EXIST THAT COMBINE THIS RANGE OF RESPONSIBILITIES AND FUNCTIONS, ALL OF WHICH ARE IMPORTANT.*

Recommendation 5: If the City chooses to retain harbor operations, transfer harbor maintenance functions to the Community Services Department.

This will develop a consistent maintenance program City-wide and allow for more effective use of maintenance staff and contractors. *HARBOR DEPARTMENT NOT CONSOLIDATED WITH OTHER CITY FUNCTIONS (SEE #1) DUE TO RELATIVE SPECIALITY OF SLIPS, PIERS AND OTHER FACILITIES OFTEN REQUIRING SPECIALIZED KNOWLEDGE AND BACKGROUND.*

Recommendation 6: Reduce the Harbor Patrol function to one officer charged with enforcement duties only.

Proactive safety operations require extensive training that the City has not maintained in the past and likely will be unable to afford in the future. The City puts itself at risk by operating the unit without proper training. The Coast Guard is present to provide safety needs to the community. A single City officer can provide enforcement of local codes and ordinances in an efficient manner. *THE COAST GUARD DOES NOT, AND CANNOT, NEARLY PROVIDE THE NECESSARY LEVEL OF PUBLIC SAFETY AND MYRIAD OF OTHER BOATING AND WATERFRONT SERVICES THAT THE HARBOR PATROL DOES. EXAMPLES WILL BE PROVIDED UPON REQUEST.*

Recommendation 7: Manage administrative functions such as derelict boat removal using non-sworn staff.

The additional training and equipment requirements of sworn officers are not required for administrative functions such as derelict boat removal. Such duties should be reassigned to non-sworn (civilian) City staff. *CURRENTLY NON-SWORN (ADMINISTRATIVE) STAFF ARE HEAVILY ENGAGED IN THE ADMINISTRATIVE FUNCTIONS INVOLVED WITH DERELICT BOAT REMOVAL, AMONG A MYRIAD OF OTHER DUTIES INVOLVING BOTH SWORN AND ADMINISTRATIVE STAFF, EACH WITH NECESSARY ROLES.*

Recommendation 8: Fill the vacant evidence technician position if the City retains its Police Department. *DONE – THIS PART-TIME POSITION IS FUNDED THROUGH THE COPS GRANT*

Recommendation 9 (Alternative one): Obtain formal proposals from the Sheriff on the cost for providing law enforcement service to the City based on reduced service levels.

We recommend a new discussion with the Sheriff that does not start with any presumed service levels. We recommend the base proposal be the level of service the Sheriff would provide the district should the City become unincorporated. Additional services can then be added to the

proposal to bring it up to the level that is most consistent with community expectations at a cost that can be afforded. Many other staffing models may be available from the Sheriff, although they will undoubtedly require lesser service expectations from the community than those currently enjoyed. Choose a proposal that provides the best balance of cost and service. Prepare to educate the public that lesser services will be available.

Recommendation 9 (Alternative two): Restore the Morro Bay Police Department's budget to the level of peer cities at \$4-4.5 million if the City chooses to keep its own police department.

Although Management Partners recommends the City evaluate lower service levels from the Sheriff, we do not recommend the City explore further reducing service levels while keeping its own police department. If the City wishes to keep its own police department, it should expect to raise the police budget to a level that is comparable to peers with full-service police departments, roughly \$4-4.5 million. The reason for this recommendation, as discussed above, is that the current funding level is insufficient to operate a full-service police department let alone ask it to absorb more reductions. We believe it is impossible to maintain services, staffing, and professional standards at the current funding level. Circumstances will eventually force the budget upward because of the need to correct the compensation problems in order to even minimally staff the department, equipment will have to be replaced due to failure, and procedure or training mandates will force costs to rise. This will need to be paid for through revenue enhancements or budget reductions in other areas. ***THE DISPATCH FUNCTION WAS TRANSFERRED TO COUNTY FIRE AND SHERIFF AS OF SEPTEMBER 3, 2014***

Recommendation 10: Adopt a volunteer fire department service model similar to that used by the majority of peer cities.

Eliminate line fire fighter positions in favor of shift-paid volunteers. Necessary staffing is roughly as follows:

- One Fire Manager (Fire Chief or Regional Cal-Fire Commander)
- Three Fire Captains
- Three Engineers
- All line firefighters are staffed from a volunteer force of 30-35 volunteers

Recommendation 11: Perform a market rate study to correct the compensation disparity of senior Fire Department staff and prevent the further loss of senior staff.

Recommendation 12: Seek out other local service districts to discuss the possibility of creating a regional fire service which would allow administrative costs to be shared.

Recommendation 13: Eliminate the business license account clerk position in order to reduce support department costs, and move the function to the Deputy City Clerk. *THE BUSINESS LICENSE FUNCTION WAS TRANSFERRED TO THE PUBLIC SERVICES DEPARTMENT AND ADDED TO THE DUTIES OF THE BUILDING AND PLANNING TECHNICIAN. I BELIEVE THIS TRANSFER WAS MADE TO ACHIEVE A ONE STOP PERMITTING COUNTER SINCE BUSINESS LICENSES ARE OFTEN DEPENDENT ON BUILDING AND PLANNING REVIEW.*

Recommendation 14: Extend the business license renewal period to two or more years to reduce the labor required to operate the program.

Recommendation 15: Reassess the IT program in one to two years.

Outsource IT support if service bids are lower than current internal labor costs, a service provider is available within a reasonable response distance, and can service the particular hardware and software systems in place. **THIS PROGRAM WAS EVALUATED AND DETERMINED NOT TO BE COST EFFECTIVE, AS OUTSOURCING WOULD COST MORE AND WOULD NOT PROVIDE SERVICE TO OUR FINANCIAL SOFTWARE PRODUCT.**

Recommendation 16: Increase reliance on contract labor for community development operations.

Specific functions to be contracted include building and engineering plan checks, special planning projects such as environmental impact reports and traffic impact studies, and overflow building inspection services if locally available. **THE PUBLIC SERVICES DEPARTMENT CONTRACTS OUT FOR THE A VARIETY OF NEEDS INCLUDING: BUILDING INSPECTION VACATION RELIEF, PLANNING ANALYSIS AND DESIGN ENGINEERING. ADDITIONALLY, THE DEPARTMENT BRINGS ON TEMPORARY NON-BENEFITTED STAFFING TO SUPPLEMENT THE WORK OF PERMANENT STAFF. UNFORTUNATELY, THE CURRENT FEE STRUCTURE FOR DEVELOPMENT REVIEW ONLY RECOVERS LESS THAN HALF THE COST FOR THE WORK PERFORMED DUE TO PREVIOUS COUNCIL'S DESIRE TO KEEP BUILDING AND PLANNING FEES ARTIFICIALLY LOW. THIS IS LIKE ASKING YOUR NEIGHBOR TO PAY FOR A PORTION OF YOUR HOUSE BECAUSE IT IMPROVES THE NEIGHBORHOOD.**

Recommendation 17: Shift as much infrastructure maintenance work as possible to private contractors.

Contracts can be let for: Median and park maintenance, Facilities maintenance, Custodial services
Road maintenance, Storm drain maintenance, Vehicle maintenance **IN HOUSE LABOR IS BEING SUPPLEMENTED BY OUTSOURCED CONTRACTS, AND THE BALANCE IS PROVING TO BE EFFICIENT. CLOISTERS ASSESS. DIST. HAS BEEN OUTSOURCED WITH SUCCESS.**

Recommendation 18: Eliminate General Fund support of the tourist trolley program.

The program should be self-supporting and the City should raise fares if necessary to cover operating costs. **DONE**

Recommendation 19: Create a cost center for the recreation program, into which all revenues and expenditures are moved.

Subsidize the program to the degree decided by the Council, possibly in an amount equal to the Parks and Recreation Administration budget alone. Allow the carry-over of recreation revenues from year to year to allow the program to weather the ups and downs of the economy. If significant funds accumulate, they can be applied to other costs of the Parks and Recreation program such as major maintenance projects. **NO ACTION TO DATE**

Recommendation 20: Restructure the recreation programs to be cost-covering.

Two possible models are in use in other cities:

City Managed: Recreation program managers conduct market research to determine the programs of sufficient interest to the community that would be commercially-viable. Programs must be fully fee-covered including the pro-rated cost of program managers and support staff (including the City

standard overhead rate). **STAFF HAS DEVELOPED A FISCAL SUSTAINABILITY PROGRAM TO ADDRESS CITY MANAGED PROGRAMS.**

Privatized: In this scenario, the City does not manage any recreation program offering. Facilities are rented to independent program providers at a rate intended to recover costs of basic facility maintenance and a pro-rated share of the program managers. The City may provide minimal advertising (such as program catalogs, online registration, fee collection) and other incidental support but program contractors or instructors bear the risk for success or failure of offerings. **STAFF HAS PRIVATIZED SOME PROGRAMS, WHILE OTHERS REMAIN CITY MANAGED. PROGRAMS ARE SET UP TO BE FULLY COST RECOVERY TO INCLUDE DEPT. OVERHEAD.**

Recommendation 21: Move the Parks and Facilities Maintenance program to the Community Services Division as part of an over-arching maintenance function.

This is discussed in more detail in the maintenance section of this report below. **DONE, BUT HOMED IN RECREATION AND PARKS**

Recommendation 22: Create a Parks and Recreation District endowed in its creation by its own property tax assessment. REVIEWED PRIOR TO REPORT, AND NOT SINCE.

Recommendation 23: Sell surplus properties to provide a short-term financial bridge and to invest in economic development.

The City's FY05 Combined Annual Financial Report (CAFR) reports over \$2.6 million in surplus real estate holdings. Current staff does not know which properties are included in that estimate. A review of the City's real estate inventory shows four likely candidates, all residential properties held by the City. Two currently provide the City with rental income; however, Management Partners believes the City needs additional short-term revenue in order to transition the City organization and that this will be of more value than relatively small residential rents. One time revenues of \$2,000,000 spread over two years are assumed in the model. **CURRENTLY A CITY COUNCIL FUTURE AGENDA ITEM. IN 2011, THE CITY SOLD BRANNIGANS**

Recommendation 24: Update the cost allocation plan and charge for direct services where appropriate.

The cost allocation plan was completed in 1999 and has not been updated. Neither Harbor nor Water pay for environmental processing in planning, for example. Water and sewer should pay for their fair share of street resurfacing. Revenue increases are indeterminate. **REGARDING THE HARBOR/WATER PAYING FOR ENVIRONMENTAL PROCESSING IN PLANNING, THERE IS NO COST CENTER ESTABLISHED IN THE COST ALLOCATION PLAN FOR PLANNING.**

Recommendation 25: Increase harbor fees.

This would include several items, including:

a. Slip/mooring fees should be set within 5% of private rates in the region. **THE 50 SLIPS MANAGED DIRECTLY BY THE HARBOR DEPARTMENT ARE FOR COMMERCIAL FISHING VESSELS ONLY, WITH NEARLY ALL OTHER SLIPS IN THE HARBOR BEING PROVIDED TO RECREATIONAL VESSELS. HARBORS WITH SIGNIFICANT COMMERCIAL FISHING ACTIVITY TYPICALLY "DISCOUNT" THEIR FISHING SLIPS.**

REGARDING THE 6 MOORINGS OWNED DIRECTLY BY THE CITY, OVER THE PAST TWO YEARS, THE RATES FOR THOSE MOORINGS HAVE BEEN INCREASED SIGNIFICANTLY TO

"CATCH UP" TO THE PRIVATE MOORING RATES. WE INTEND TO CONTINUE TO DO SO FOR 1-2 MORE YEARS, UNTIL THEY ARE AT PARITY.

b. Institute a transfer fee on all slip and mooring transfers. **A \$1,000 MOORING TRANSFER FEE WAS INSTITUTED, APPROXIMATELY IN 2009, FOR PRIVATE MOORINGS CHANGING OWNERSHIP. OF THE 50 SLIPS MANAGED DIRECTLY BY THE DEPARTMENT, NONE ARE "OWNED" BY THE SLIP HOLDER, AND THE SLIP HOLDER HAS NO CONTROL OF WHO IS ASSIGNED THEIR SLIP, IF THEY DECIDE TO VACATE IT - IT GOES TO THE NEXT APPROPRIATE VESSEL ON OUR WAITING LIST.**

c. Institute boat launch area parking fees on a yearly basis, even if on the honor system **DONE. \$1/HOUR OR \$5/DAY MAX FEE ESTABLISHED IN 2010. CURRENT REVENUES APPROXIMATELY \$25,000/YEAR.**

d. Include utility costs in slip fees. **COUNCIL DID AUTHORIZE CHARGING FOR WATER ON OUR TWO T-PIERS AND TIDELANDS DOCK WITH COIN-OP SYSTEMS, BUT DUE TO DIFFICULTIES WITH VANDALISM AND THEFT OVER THE PAST YEAR WITH ALL OUR COIN-OP SHOWERS, STAFF HAVE YET TO FIND A SYSTEM THEY FEEL COMFORTABLE USING.**

Recommendation 26: Raise encroachment fees.

It is estimated that the City could gain approximately \$35,000 annually in revenue. **THIS ALONG WITH ALL DEVELOPMENT RELATED FEES SHOULD BE BASED ON RECOVERING AS CLOSE TO 100-PERCENT OF THE COST OF THE REQUESTED SERVICE AS POSSIBLE.**

Recommendation 27: Implement use of Streets and Highways Code Section 5600-5630 to require property owners to fix sidewalks like San Luis Obispo does.

This would essentially transfer costs associated with maintenance of public right of way in front of private property to the adjacent property owner.

Recommendation 28: Add fee to the refuse contract for street sweeping.

Revenue increases are indeterminate, **STREET SWEEPING HAS BEEN DRAMATICALLY REDUCED BASED ON CHANGES IN REGULATIONS, HOWEVER EXPENSES REMAIN IN G.F.**

Recommendation 29: Add a General Plan maintenance fee to all development and permit applications, as allowed by state law.

Many California cities add an advanced planning surcharge of between 4-6% to permits for this purpose. Revenue increases are indeterminate.

Recommendation 30: Implement City-wide Prop 218 assessment for street lighting and street maintenance.

Revenues are assumed at \$359,000.

Recommendation 31: Increase the City's Transit Occupancy Tax (TOT).

An increase from the current 10% to 11% will result in a 10% increase in TOT revenues, projected to be \$187,500 annually starting January 2010.

Recommendation 32: Implement a Utilities Users Tax (UUT).

Government Code Section 37100.5 authorizes cities to collect a utility user's tax on electric, gas, cable, television, water, and telephone services. The tax is collected by the utility as part of its regular billing, and then remitted to the City. The tax rate is set by the City Council typically defined by the voter referendum used to authorize the tax. By way of comparison, Grover Beach charges 1% on telephones, gas, electric, CATV, water and raises \$169,500 per year or \$13.24 per capita. San Luis Obispo charges 5% and also includes cell phones, raising \$4,187,700 or \$97.47 per capita (or \$19.49 per 1% of UUT per capita). The average per capita per 1% is \$16.37. No other cities in the county charge a UUT. Most cities who charge a UUT use from 5% to 7.5% of the user's bill. Potential revenues for Morro Bay using \$16.37 per capita using per 1% of UUT are shown below:

Percent UUT/Estimated Revenues

1% \$165,882
2% \$331,765
3% \$497,647
4% \$663,530
5% \$829,412

Commercial revenues starting in January 2009 would be \$829,000.

Recommendation 33: Implement a general or special parcel tax.

A parcel tax of \$120 per year per parcel will raise \$718,000, which could start in January 2009.

Recommendation 34: Make all enterprise funds self-supporting.

Each enterprise fund should fully support its operations, including capital reserves and providing overhead payments to the General Fund equal to the amount of labor required to support the enterprise. In the past in Morro Bay, the General Fund has been required to provide labor to support these enterprises with legal, financial, human resources, information technology, and other general support services. **ALL ENTERPRISE FUNDS ARE SELF-SUPPORTING, AND PAY FOR ADMINISTRATIVE COSTS THROUGH THE COST-ALLOCATION PLAN THAT WAS UPDATED IN 2009. WATER, SEWER AND TRANSIT FUNDS ARE SELF-SUPPORTING. RATE INCREASES ARE NEEDED IN WATER AND SEWER TO KEEP THEM THAT WAY. THE WATER AND SEWER RATE STUDY IS IN PROGRESS.**

Recommendation 35: Establish a 911 fee, a fee added to local phone bills intended to support the operation of the local 911 center.

Fees of this nature have become relatively common in California since the first such fee was established in San Francisco in the early 1990s. Such fees are particularly common in the San Francisco Bay Area. As a user fee, they may be implemented by action of the City Council; however, the legal standing of that interpretation is the subject of litigation. Some telecommunications companies have asserted that the fee is, in fact, a special tax and therefore should be subject to voter approval under the terms of Proposition 218. SBC sued Santa Cruz County, Stockton, and Union City on these grounds. Union City has been ruled in violation of Prop 218 by summary judgment; Stockton has recently lost their case in court. Santa Cruz County was successful in defending their suit, however the case was not published and therefore cannot be cited. Contacts in Union City have indicated the city is abandoning their appeal of the judgment. Stockton has reportedly filed an appeal but it is not yet briefed. Legal observers expect that phone companies will continue the litigation strategy in hopes of getting a published opinion that these

fees are property related and require a vote. Management Partners estimates the City of Morro Bay might be able to recoup approximately \$195,000 with a fee of \$1.50 per month on approximately 11,000 phone lines. If a tax measure is to be put to the voters, it should be a tax that produces higher revenues. This could start in July 2008 and raise \$195,000 per year.

Recommendation 36: Coalesce a vision of the City's future, building on the City's environmental advantages.

The vision should not include any significant reliance on commercial fishing activity in the decade(s) required for the local fisheries to recover. A shift toward recreational fishing, boating, and other tourist activities offer the most likely opportunities for success. **COMMERCIAL FISHING IS IN A VERY SIGNIFICANT PERIOD OF RECOVERY DUE TO NUMEROUS FACTORS, AND DOES AND SHOULD CONTINUE TO PLAY A SIGNIFICANT ROLE IN THE SOCIAL AND ECONOMIC FUTURE OF MORRO BAY. NEARLY ALL FISHERIES HAVE HAD VERY HEALTHY RECOVERY IN THE PAST 6-8 YEARS.**

ACCORDING TO THE DRAFT 2014 MORRO BAY COMMERCIAL FISHERIES ECONOMIC REPORT, MORRO BAY LANDINGS BY WEIGHT HAVE MORE THAN DOUBLED FROM 2008 TO 2013. THE REPORT STATES THAT MUCH OF THIS SUCCESS IS DUE TO THE RESILIENCE OF THE FISHERMEN AND THEIR ABILITY TO ADAPT TO SHIFTS IN THE MARKET AND ON THE WATER. IT IS CLEAR THAT COMMERCIAL FISHING CONTINUES TO BE A STRONG FOUNDATIONAL INDUSTRY IN MORRO BAY.

Recommendation 37: Finalize the General Plan update and secure approval from the Coastal Commission in order to implement fundamental economic development on the major properties and any secondary areas.

Recommendation 38: Develop and implement a Redevelopment Agency in conjunction with plans to develop these properties. N/A – AS OF 2/1/2012, ALL CALIFORNIA REDEVELOPMENT AGENCIES WERE OFFICIALLY DISSOLVED

Recommendation 39: Proactively develop a strategic plan to redevelop City-owned harbor property, the power plant, and Chevron properties.

With the reduction of activity in the Chevron property and its plan for eventual sale, the City must act quickly to define a redevelopment area in order to create tax advantages for its eventual redevelopment. That tax incentive may be a critical element in attracting developers to the site. **REDEVELOPMENT AGENCIES ARE NO LONGER AN OPTION IN CALIFORNIA; VIA THE HARBOR DEPARTMENT LEASE MANAGEMENT POLICY DOCUMENT, THE CITY DOES HAVE A STRATEGIC PLAN TO REDEVELOP AND REVITALIZE ITS WATERFRONT LEASES, A PROCESS THAT HAS MADE SIGNIFICANT STRIDES IN THE PAST 20 YEARS AND CONTINUES TO DO SO.**

Recommendation 40: Appeal to the Local Area Formation Commission (LAFCO) to regain the City's sphere of influence over enclosed and adjacent unincorporated areas that are logically part of the City's sphere of influence. THE CITY WOULD NEED TO PLAN ON SERVING THE AREAS OUTSIDE THE CITY LIMITS WITH MUNICIPAL SERVICES AT SOME POINT; THEREFORE THE CITY'S MASTER AND GENERAL PLANS NEED TO REFLECT THAT SERVICE THAT WOULD SUPPORT THE FUTURE GROWTH.