

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.

REVISED

**REGULAR MEETING
TUESDAY, MARCH 12, 2013**

**CLOSED SESSION
CITY HALL CONFERENCE ROOM - 5:00 P.M.
595 HARBOR ST., MORRO BAY, CA**

ESTABLISH QUORUM AND CALL TO ORDER

CLOSED SESSION PUBLIC COMMENTS - Members of the public may address the City Council on any matter that is listed on this Closed Session agenda. Unless additional time is authorized by the City Council, remarks shall be limited to three minutes.

SUMMARY OF CLOSED SESSION ITEMS - The Mayor will read a summary of Closed Session items.

THE CITY COUNCIL WILL MOVE TO CLOSED SESSION

CS-1 GOVERNMENT CODE SECTION 54957.6; CONFERENCE WITH LABOR NEGOTIATOR: Conference with City Manager, the City's Designated Representative, for the purpose of reviewing the City's position regarding the terms and compensation paid to the following employee organizations and giving instructions to the Designated Representative: Firefighters Association (FFA), Police Officer's Association (POA), and Service Employee's International Union, SEIU Local 620.

CS-2 GOVERNMENT CODE SECTION 54957.6; CONFERENCE WITH LABOR NEGOTIATOR: Conference with City Council, the City's Designated Representative, for the purpose of reviewing the City's position regarding the terms and compensation paid to the following unrepresented employees: City Manager and City Attorney.

**IT IS NOTED THAT THE CONTENTS OF CLOSED SESSION MEETINGS
ARE CONFIDENTIAL AND EXEMPT FROM DISCLOSURE.**

**PUBLIC SESSION
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
MAYOR AND COUNCILMEMBERS ANNOUNCEMENTS & PRESENTATIONS
CLOSED SESSION REPORT

PUBLIC COMMENT PERIOD - Members of the audience wishing to address the Council on City business matters (other than Public Hearing items under Section B) may do so 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 CALENDAR

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

A-1 APPROVAL OF CITY COUNCIL MINUTES FOR THE CITY COUNCIL MEETING OF FEBRUARY 26, 2013; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 RESOLUTION NO. 19-13 AMENDING COUNCIL POLICIES AND PROCEDURES MANUAL REGARDING MEETING GUIDELINES & PROCEDURES; (CITY ATTORNEY)

RECOMMENDATION: Adopt Resolution 19-13.

A-3 APPROVAL OF LEASE AGREEMENT FOR LEASE SITE 93-95/93W-95W; 901-915 EMBARCADERO (HARBOR)

RECOMMENDATION: Approve Resolution No. 17-13 for a new Lease Agreement for Lease Site 93-95/93W-95W.

A-4 AUTHORIZATION FOR ATTENDANCE AT THE C-MANC ANNUAL WASHINGTON D.C.; (ADMINISTRATION)

RECOMMENDATION: Approve authorization for a two-person delegation to attend the California Marine Affairs and Navigation Conference (C-MANC) Washington Week meetings.

A-5 APPROVAL OF THE 2013/14 BUDGET CALENDAR; (ADMINISTRATIVE SERVICES)

RECOMMENDATION: Approve Calendar.

A-6 STATUS REPORT ON THE UTILIZATION OF BIG BELLY GARBAGE RECEPTACLES AT THE MORRO ROCK PARKING LOT; (RECREATION & PARKS)

RECOMMENDATION: Receive status report; no action is required.

A-7 DISCUSSION ON THE STATUS OF THE SALE OF CITY-OWNED PROPERTY AT THE SOUTHEAST CORNER OF CORAL AVENUE AND SAN JACINTO STREET, AND AUTHORIZATION FOR STAFF TO SOLICIT A REQUEST FOR PROPOSALS FOR REAL ESTATE CONTRACT SERVICES TO ASSIST IN THE SALE OF THE PROPERTY; (CITY ATTORNEY)

RECOMMENDATION: Authorize staff to solicit proposals for real estate contract services to assist in the sale of City-owned property located at the southeast corner (SEC) of Coral Avenue and San Jacinto Street.

A-8 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY SUPPORTING THE DEVELOPMENT OF A PUBLIC BIKE PARK WITHIN THE CITY LIMITS (RECREATION & PARKS)

RECOMMENDATION: Adopt Resolution 20-13.

A-9 A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY DECLARING APRIL 2013 AS "AUTISM AWARENESS MONTH"; (ADMINISTRATION)

RECOMMENDATION: Adopt Proclamation.

B. PUBLIC HEARINGS, REPORTS & APPEARANCES - None

C. UNFINISHED BUSINESS

C-1 RESOLUTION NO. 15-13 ADOPTING THE MID-YEAR BUDGET AMENDMENTS;
(ADMINISTRATIVE SERVICES)

RECOMMENDATION: Adopt Resolution No. 15-13, authorizing the budget amendments as revised at this meeting.

D. NEW BUSINESS

D-1 INITIATION OF THE PROCESS TO CONSIDER THE ABANDONMENT (VACATION) OF A PORTION OF THE PUBLIC RIGHT OF WAY WESTERLY OF THE EXISTING BACK OF CURB OF TORO LANE, BETWEEN YERBA BUENA AND NORTH POINT SUBDIVISION, USING THE PROCEDURES PROVIDED BY THE CALIFORNIA STREETS AND HIGHWAYS CODE, SECTION 8300 ET SEQ. (GREG FRYE, 3420 TORO LANE, APPLICANT); (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution Number 18-13, a Resolution of Intention to abandon a portion of Toro Lane; and finding that the right-of-way abandonment is consistent with the General Plan no longer needed for its intended purpose and setting the date for the public hearing ordering the final abandonment.

D-2 APPROVAL OF A REQUEST FOR PROPOSAL (RFP) FOR CONSULTANT SERVICES TO STUDY OPTIONS FOR MORRO BAY IN THE DEVELOPMENT OF A WASTEWATER TREATMENT PLANT PROJECT; (PUBLIC SERVICES)

RECOMMENDATION: Approve the RFP for consultant services.

D-3 REVIEW AND DISCUSSION OF WASTEWATER TREATMENT PLANT DRAFT SCHEDULE OF TASKS NEEDED TO PROCEED WITH THE NEW WASTEWATER TREATMENT PLANT PROJECT

RECOMMENDATION: Review and provide direction to staff.

E. 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.

AGENDA NO: A-1

MEETING DATE: 3/12/2013

MINUTES - MORRO BAY CITY COUNCIL
REGULAR MEETING – FEBRUARY 26, 2013
VETERAN’S MEMORIAL HALL – 6:00P.M.

Mayor Irons called the meeting to order at 6:00 p.m.

PRESENT:	Jamie Irons	Mayor
	Christine Johnson	Councilmember
	Nancy Johnson	Councilmember
	George Leage	Councilmember
	Noah Smukler	Councilmember
STAFF:	Andrea Lueker	City Manager
	Robert Schultz	City Attorney
	Jamie Boucher	City Clerk
	Rob Livick	Public Services Director
	Steve Knuckles	Interim Fire Chief
	Eric Endersby	Harbor Director
	Susan Slayton	Administrative Services Director
	Joe Woods	Recreation & Parks Director

ESTABLISH QUORUM AND CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

MAYOR AND COUNCIL MEMBERS REPORTS, ANNOUNCEMENTS & PRESENTATIONS

CLOSED SESSION REPORT – City Attorney Robert Shultz reported that City Council met in Closed Session and no reportable action under the Brown Act was taken on the following item: Conference with City Manager, the City’s Designated Representative, for the purpose of reviewing the City’s position regarding the terms and compensation paid to the following employee organizations and giving instructions to the Designated Representative: Firefighters Association (FFA), Police Officer’s Association (POA), and Service Employee’s International Union, SEIU Local 620. Regarding Closed Session Item Real Property Negotiations: Right of Way Adjacent to 3420 Toro Lane, the Council did not discuss or deliberate on this item except to direct staff to proceed with abandonment proceedings in open session.

City Attorney Schultz reported that City Council met in a Special Closed Session on Monday, February 25, 2013 to review 23 lease sites. Councilmember George Leage recused himself from participation on all 23 items. Council directed staff to hold a Study Session on the Tidelands leases which has been scheduled for Monday, March 25, 2013 at 6pm; the location to be announced.

MOTION: Councilmember Nancy Johnson moved for approval and presentations of Proclamation Items A-4 and A-5. The motion was seconded by Councilmember Christine Johnson and carried unanimously 5-0.

PUBLIC COMMENT

Alexis and Joanne, employees at Thread, a Vintage clothing store located at 400 Morro Bay Blvd, presented the Morro Bay business report. They also sell furniture, jewelry, shoes, hats, etc... They are going to be holding a fashion show in April which should be great fun. They are open 7 days a week from 1030am-530pm and are dog friendly.

Bonnie Johnson asked for the City's and Council's support for a Morro Bay Bike Park. She hoped the concept could parallel the Morro Bay Dog Park. They would raise funds and commit to volunteer hours. There is no other outdoor bike park in the County, the closest one being over 2+ hours away. They would try to get the local youth involved. They have looked at a few locations which include Radcliffe and Main; the Teen Center and the Cloisters property. They have over 250 signatures in support of the project as well as have a Facebook page with over 170 "likes".

Jonelle Muff announced that its Girl Scout cookie time. She introduced the following girls who spoke about their involvement in girls scouts and their cookie sales: Madison Neville, Erica Walker, Mary Grace Stouwie , Hannah Colletti, Maggie May Muff, Gwen Muff, Carly Muff, Katie Doot and Carris Leicester-Cadaret.

Bill Martony spoke on the Special Closed Session on February 25th. He felt that one business day noticing didn't allow enough time for the public to be informed. He was glad to hear there will be a public workshop. In the future, he feels that closed session should be limited to actual negotiations of price and terms, everything else should be dealt with in open session.

Alex Kachlakev a professional mountain biker, spoke on the proposed Bike Park. He has seen first-hand the positive impacts a bike park can give the youth. It offers up a sense of discipline, keeps kids out of trouble and provides the opportunity for kids to learn the value of responsibility as they can help with maintenance of the park.

Drew Sidaris spoke representing the Recreation & Parks Commission on the City's Pocket Park / Community Garden project. They are in total support of moving forward with the project and recommend either Park #1 or Park #5 as they are the easiest to maintain and are the most cost effective.

Emily Gacad spoke in support of the Bike Park. She garnered 100 signatures at the high school in support of bringing a bike park to Morro Bay.

Betty Winholtz let the City know that Davey Company, a local tree company, was contracted by PG&E to work around some utility lines by Black Hill. They chose to ignore the City's Ordinance prohibiting tree trimming during the bird nesting season, February 1 thru June 1. She also is in support of a Community Garden over a Pocket Park.

Garry Johnson spoke on the New Times, specifically the Shredder section. He was "shredded" based on the support he gives his wife. He also advertised the Morro Photo Expo being held April 18th – April 21st.

Lynda Merrill spoke in support of Items A-3, A-4 and A-5. She is concerned about the differences between newly elected officials and our policies. Maybe the policies need to be reviewed to possibly reflect new ideas.

Nancy Castle is dedicated to having fun in 2013. She advertised the first Singing and Supper being held at St. Peters Church on March 15th. Tango and More will be playing and it promises to be a great time. She also advertised the first ever Sock Hop being held on Saturday, May 4th, during the Annual Crusin Car Show weekend.

Jordan Smith thinks the Bike Park is a great idea. Santa Cruz is the closest legal bike park. This would make Morro Bay a great destination place for mountain bikers.

Barbara Doerr lent her support to the Bike Park as it would be great for the kids. She also spoke on Item D-5, Discussion and Recommendation on Proposed Revisions to the Council Policies and Procedures. She performed a survey of 25 Channel Cities as to the way they do their public comment. She is pleased that Mayor Irons has brought the item forward as it provides Council continuity and understanding of each agenda item. She also requested that we record or video the public participation of the Closed Session meetings.

Barry Branin spoke on Item D-6, Discussion on the Status of the City of Morro Bay and Cayucos Sanitary District Waste Water Treatment Plant Project and Review and Approval of Letters to State and Federal Legislators Regarding Support and Funding for the Project. He attended the Cayucos Sanitary District's Board meeting where a proposal was presented by Water Systems Consulting, offering professional engineering services to help develop preliminary conceptual alternatives to the treatment and disposal of wastewater collected by the Cayucos Sanitary District. He also said that Cayucos is holding a workshop on March 5, 2013.

Mayor Irons closed the public comment period.

A. CONSENT CALENDAR

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

A-1 APPROVAL OF CITY COUNCIL MINUTES FOR THE CITY COUNCIL MEETING OF FEBRUARY 13, 2013; (ADMINISTRATION)

RECOMMENDATION: Approve as submitted.

A-2 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA RESCINDING RESOLUTION 45-11 AND RESTORING COMMERCIAL IMPACT FEES TO THEIR PRE JULY 1, 2011 LEVEL; (PUBLIC SERVICES)

RECOMMENDATION: Adopt Resolution 16-13.

A-3 AWARD OF CONTRACT FOR MB-2012-H2, HARBOR PATROL VESSEL REPLACEMENT AND BUDGET AMENDMENT TO COMPLETE FUNDING; (HARBOR)

RECOMMENDATION: Award Contract and authorize necessary budget amendment.

A-4 A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY SUPPORTING THE BUY LOCAL POLICY OF THE COUNTY OF SAN LUIS OBISPO (ADMINISTRATION)

RECOMMENDATION: Adopt Proclamation

A-5 A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY DECLARING TUESDAY, FEBRUARY 26, 2013 AS "WORLD SPAY DAY"; (ADMINISTRATION)

RECOMMENDATION: Adopt Proclamation.

A-6 PRESENTATION BY THE MORRO BAY NATURAL HISTORY MUSEUM; (ADMINISTRATION)

RECOMMENDATION: Receive presentation; no action is required.

Item A-6, Presentation by the Morro Bay Natural History Museum was not made.

Councilmember Nancy Johnson pulled Item A-2 and Mayor Irons pulled Item A-3 from the Consent Calendar.

MOTION: Councilmember Christine Johnson moved the City Council approve Items A-1 and A-6 of the Consent Calendar as presented. The motion was seconded by Councilmember Smukler and carried unanimously 5-0.

A-2 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA RESCINDING RESOLUTION 45-11 AND RESTORING COMMERCIAL IMPACT FEES TO THEIR PRE JULY 1, 2011 LEVEL; (PUBLIC SERVICES)

Councilmember Nancy Johnson pulled this item so that she could vote no.

MOTION: Councilmember Smukler moved for approval of Item A-2, rescinding Resolution 45-11 and restoring commercial impact fees to their pre July 1, 2011 level. The motion was seconded by Councilmember Christine Johnson and carried 3-2 with Councilmembers Nancy Johnson and Leage voting no.

A-3 AWARD OF CONTRACT FOR MB-2012-H2, HARBOR PATROL VESSEL REPLACEMENT AND BUDGET AMENDMENT TO COMPLETE FUNDING; (HARBOR)

Mayor Irons pulled Item A-3 so that Harbor Director Eric Endersby could give a short report on the need for the boat replacement.

MOTION: Councilmember Nancy Johnson moved for approval of Item A-3, Award of Contract for MB-2012-H2, Vessel Replacement and Budget Amendment to Complete Funding. The motion was seconded by Councilmember Leage and carried unanimously 5-0.

B. PUBLIC HEARINGS, REPORTS & APPEARANCES

B-1 PUBLIC INPUT ON 2013 CITY COUNCIL GOALS; (ADMINISTRATION)

City Manager Andrea Lueker announced the second of two opportunities for the public to address Council on goals for the upcoming year.

Mayor Irons opened the Public Hearing for public comments.

Lynda Merrill spoke on behalf of friends of hers who were unable to attend the meeting. She stated there should be more bicycle and pedestrian paths. She also stated that we need a men's clothing store and a Rexall Drug. Also, empty storefronts need to get full so that Morro Bay residents have somewhere to shop.

Barbara Doerr feels we should adopt a Gift Ban Ordinance; she also feels we should adopt a Sunshine Ordinance which allows government to go above and beyond what the Brown Act might legally require; she also feels the Power Plant property should be rezoned.

Mayor Irons closed the Public Hearing.

C. UNFINISHED BUSINESS - None

D. NEW BUSINESS

D-1 RESOLUTION NO. 15-13 ADOPTING THE MID-YEAR BUDGET AMENDMENTS, PLUS THE MEASURE Q COMMITTEE REPORT AND THE DECEMBER 2012 PORTFOLIO PERFORMANCE; (ADMINISTRATIVE SERVICES)

Administrative Services Director Susan Slayton presented the staff report.

Barbara Spagnola, representing the Citizen's Oversight Committee (Measure Q) presented the Measure Q report. Highlights of the report include: total revenue for fiscal year was \$976,000; total expenditures were \$508,000; ending fund balance was \$1,556,000. Funds for the Police Department were used to service vehicle debt, laserfiche software upgrade and purchase of 3 ballistic vests. Funds for the Fire Department were used towards the construction of the new Fire Station and funded a fourth Firefighter per shift. Funds for Street Maintenance included street repairs, cross guttering and tree work. Funding for Storm Drains included minor storm drain projects with a carryover of \$445,000, most of which was reallocated to the Pavement Management Plan. The Committee was pleased that Measure Q revenues have been spent consistent with the guidelines of the 2006 ballot measure. They requested that Measure Q funds

continue to be spent in a timely manner so as to reduce carryover amounts as well as to demonstrate to the citizens, visible progress in areas identified in the ballot initiative.

Mayor Irons hoped to continue this item to the next meeting to try and find an additional \$20,000-\$30,000. His hopes were to be able to spend that money on funding the Management Partners Study upgrade.

Councilmember Smukler hoped that Council could see a more detailed transaction report on accounts – specifically the contracts line.

MOTION: Mayor Irons moved to continue Item D-1, Adoption of the Mid-Year Budget Amendments with direction to stretch it a little bit to come back with a target range of \$30,000 as well as include detailed transaction reporting. The motion was seconded by Councilmember Smukler and carried unanimously 5-0.

D-2 DISCUSSION OF THE TEMPORARY IMPROVEMENTS AT THE CORNER OF SHASTA AND DUNES STREETS; (RECREATION & PARKS)

Recreation & Park Director Joe Woods presented the staff report.

Councilmember Nancy Johnson brought this item forward as an agenda item. She has had extensive conversations with the Garden Club and the 4H Garden Club and they both fully understand that this could be a temporary thing. She is in favor of something simple and likes Park option #1. Both the Garden Club and the 4H will be looking for donations of trees, they would be doing the planting and they would also like to have a flower garden.

Councilmember Smukler is definitely in support of the project, with the understanding that it could be temporary. He feels the corner would benefit from having a park there. He also likes the direction the Garden Club is going in and feels we should defer to them for park concepts as they will be adopting it. He made a couple of plant location suggestions based on solar orientation. He has also talked to the Tree Committee who is willing to volunteer to help with the installation efforts.

Councilmember Christine Johnson thinks it's great to have collaboration which she feels is what makes these efforts successful. She wanted to make sure we had a good plan for garbage and recycling. She is looking forward to the "naming" of the park.

MOTION: Councilmember Nancy Johnson moved to proceed with the Community Pocket Park project with the Morro Bay Garden Club, the 4H Garden Club and the Public Arts Foundation to develop a plan with the Recreation & Parks Director and the Adopt a Park Program with the understanding that this could be a temporary situation. The motion was seconded by Councilmember Leage and carried unanimously 5-0.

D-3 SELECTION OF TWO (2) PUBLIC WORKS ADVISORY BOARD MEMBERS; (ADMINISTRATION)

City Manager Andrea Lueker requested that City Council vote to fill the 2 open seats on the Public Works Advisory Board with the following candidates: Deborah Owen, Stewart Skiff,

Eliane Wilson and Janith Goldman. Each of the candidates originally interviewed back on Monday, January 29th and each candidate is still interested in fulfilling the role of Advisory Board member.

Each Councilmember voted in the first round; Janith Goldman received 4 votes (Councilmembers Nancy Johnson, Leage, Christine Johnson and Mayor Irons) and Deborah Owen received 1 vote (Councilmember Smukler). Each Councilmember voted in the second round; Deborah Owen received 2 additional votes (Councilmembers Nancy Johnson and Leage), Stewart Skiff received two votes (Councilmembers Christine Johnson and Smukler) Eliane Wilson received 1 vote (Mayor Irons). Based on those results, Janith Goldman (4 votes) and Deborah Owen (3 votes) were selected to the Public Works Advisory Board.

D-4 DISCUSSION AND DIRECTION ON THE PROPOSAL TO UPDATE THE 2008 MANAGEMENT PARTNERS STUDY (ASSESSMENT OF CITY ORGANIZATION AND FINANCIAL OPTIONS); (ADMINISTRATION)

City Manager Andrea Lueker presented the staff report.

Mayor Irons brought this forward as he feels it's important to reassess ourselves from time to time.

Councilmember Nancy Johnson discussed this with the City Manager and feels that staff could summarize a report on the status of these proposals without spending the money on Management Partners. With the budget as tight as it is, she finds it difficult to spend this kind of money when staff could do a majority of it. Feels that the best approach would be to go through each item individually, get status on each item and then go from there.

Councilmember Smukler agrees with Councilmember Nancy Johnson even though he realizes that it would also be a good thing to get an unbiased outside firm to do the work. He finds himself wanting to start with an in-house analysis/review of the 38 recommendations as well as have staff bring forward any new ideas/options/initiatives; then have a discussion as to what Council would like to see pursued.

Councilmember Leage agrees that doing this in-house first would be important, bring back a report and then go from there.

Councilmember Christine Johnson agrees. We have many staff members still here and have much historical knowledge that could be helpful. She hoped we could do an in-house review this fiscal year and then potentially go out to RFP in the next fiscal year. There was a lot of money and time spent on the Management Partner Study and there is still a lot of value we can get out of it. As far as the structure of how the status report would be prepared – a short update on each of the 38 items followed by future analysis that would lead to further discussion and direction.

Mayor Irons realizes that while a majority of the Council is in favor of an update, they are also in favor of doing it in-house. If we proceed in-house, he feels it's important to craft exactly the kind of direction we want out of this, either open ended or bring back to Council for their review and direction.

MOTION: Mayor Irons moved to update the Management Partners Study in-house, update the 38 recommendations as proposed with Department Head input, explore additional items and provide a report in April/May. The motion was seconded by Councilmember Smukler and carried unanimously 5-0.

D-5 DISCUSSION AND RECOMMENDATION ON PROPOSED REVISIONS TO THE COUNCIL POLICIES AND PROCEDURES; (CITY COUNCIL)

Mayor Irons presented the staff report. He proposed these amendments to Council for their input, comment and approval.

Council and staff went through the document's red-lined changes making comments and/or revisions. City Attorney Rob Schultz will be bringing the document back to the Consent Calendar along with a Resolution for adoption of changes to the next Council meeting.

D-6 DISCUSSION ON THE STATUS OF THE CITY OF MORRO BAY AND CAYUCOS SANITARY DISTRICT WASTE WATER TREATMENT PLANT PROJECT AND REVIEW AND APPROVAL OF LETTERS TO STATE AND FEDERAL LEGISLATORS REGARDING SUPPORT AND FUNDING FOR THE PROJECT; (CITY COUNCIL)

Mayor Irons hoped that Council would support forwarding this letter onto Cayucos requesting their participation as well.

The letter was accepted as is and there was Council majority to forward it onto Cayucos.

MOTION: Mayor Irons moved to approve the letter as written. The motion was seconded by Councilmember Christine Johnson and carried unanimously 5-0.

City Attorney Rob Schultz has set up a meeting to proceed with the appraisal of the Righetti property and we should have a document prepared in 45-60 days.

Councilmember Nancy Johnson proposed that the City hire a hydrologist, paid for out of the water fund, to investigate possible sites for the plant to include formally dismissed sites and report back to Council with what our options are.

Councilmember Smukler would like to see a refined project timeline brought back to the next meeting to include short-term, mid-term and long-term. He also feels it's important to talk about the timeline at the next Cayucos JPA meeting. He feels we should be clear on how they are going to compensate us for this work.

Mayor Irons felt that the outline provided by staff was a great start. He asked staff what direction is needed from Council in order to proceed. Public Services Director Rob Livick gave an overview of necessary steps that would prove helpful to proceed.

MOTION: Mayor Irons moved to direct staff to bring back an RFP for a Project Manager, a selection process for the Selection Committee as well as a refined

outline/timeline. The motion was seconded by Councilmember Nancy Johnson and carried unanimously 5-0.

E. DECLARATION OF FUTURE AGENDA ITEMS

Councilmember Christine Johnson requested staff look at creating a Vehicle Maintenance and Replacement Policy; Mayor Irons and Councilmember Smukler concurred.

Councilmember Smukler requested City support of the Bike Park concept; Mayor Irons and Councilmember Nancy Johnson concurred.

ADJOURNMENT

The meeting adjourned at 10:50pm.

Recorded by:

Jamie Boucher
City Clerk



AGENDA NO: A-2

Meeting Date: March 12, 2013

Staff Report

TO: Honorable Mayor and City Council **DATE:** March 6, 2013
FROM: Robert Schultz, City Attorney
SUBJECT: Resolution No. 19-13 Amending Council Policies and Procedures Manual Regarding Meeting Guidelines & Procedures

RECOMMENDATION

At the February 26, 2013 Council meeting, the City Council requested that various changes be made to the Council Policies and Procedures Manual regarding Meeting Guidelines & Procedures. Therefore, staff requests that Council adopt Resolution No. 19-13, amending the Council Policies and Procedures Manual to incorporate those changes.

DISCUSSION

City Council on February 26, 2013 directed staff to review and revise the Council Policies and Procedures Manual regarding Meeting Guidelines & Procedures. Staff has reviewed and revised the Council Policies and Procedures Manual pursuant to your direction, as follows:

1.1.3 STUDY SESSIONS (Open to the public)

1.1.3.1 The purpose of these meetings shall be for informal discussions between staff, advisory bodies or consultants, the public, and the City Council regarding specific programs, projects or policies. Council may provide direction, but no formal action will be taken during a Study Session. Study Sessions may be conducted in a variety of formats, including Public Workshops.

1.1.3.2 Study Sessions will be held at a time and place within the City limits and convenient to Council and advantageous for public participation.

~~1.1.3.3 Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.~~

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

1.2.3 PLACING AN ITEM ON THE AGENDA (ADVISORY BODIES)

Recommendations made by advisory bodies, as part of their normal scope of duties and responsibilities, shall be timely placed on the City Council agenda by staff, who shall comply with the City's approved Council Agenda Preparation Policy. In the event that an advisory body desires to bring a matter of special consideration to the City Council (new ideas or concerns, for example), it may request that an item be placed on a future agenda by submitting a written request to the Council approved by a majority of the advisory body members and signed by the Chair. During Communications Declaration of Future Agenda Items, Any Member of the Council may ask for consideration of the request pursuant to those procedures set out in 1.2.2. and upon a majority of Council, a staff report will be prepared and approved by the City Manager or his/her designee.

1.2.6 RECONSIDERATION

Reconsideration of issues previously acted upon is discouraged. However, in extraordinary situations, a request to reconsider an action taken by the City Council may be considered. The request must be presented by a Council Member who voted with the majority at the Council meeting at which the original vote was taken. The vote may be reconsidered during that meeting, but no later than the next Council meeting. Debate is limited to the question of whether or not there is a majority of the Council interested in reconsidering the matter. If a majority of the council votes to reconsider an action, the matter will be placed on the next or future agenda. an item shall be allowed in accordance with Robert's Rules of Order and established Council guidelines. Resubmittal of issues previously acted upon is discouraged, but requests will be considered upon a consensus of a majority of the Council.

1.2.7 ORDER OF BUSINESS shall be as follows:

- 1.2.7.1 Establish Quorum and Call to Order
- 1.2.7.2 Moment of Silence
- 1.2.7.3 Pledge of Allegiance
- 1.2.7.4 Closed Session Report
- 1.2.7.5 Mayor and Council Members Reports, Announcements and Presentations
- ~~1.2.7.5 Closed Session Report~~
- 1.2.7.6 ~~Public Comment~~ Public Presentations
- 1.2.7.7 ~~Consent Calendar~~ Public Comment
- 1.2.7.8 ~~Public Hearings (shall start no sooner than 7:00 p.m.)~~ Consent Agenda
- 1.2.7.9 Public Hearings (shall start no sooner than 7:00 p.m.)
- 1.2.7.9 10 Unfinished Business
- 1.2.7.10 1 New Business
- 1.2.7.12 2 Council Declaration of Future Agenda Items (Reso. 76-08), (part)

1.3.3.2 Questions to Staff:

A Council Member shall, after recognition by the Presiding Officer, address questions to the designated staff member. Council Members are encouraged to provide questions to staff prior to meetings.

1.3.3.5 Tabling Procedure:

Immediately stop discussion and vote. The purpose of the Motion to Lay on the Table also known as a Motion to Table is to enable the City Council, by majority vote and without debate, to lay a pending question aside temporarily when something else of immediate urgency has arisen or when something else needs to be addressed before consideration of the pending question is resumed. The Motion shall not be used to cut off debate and shall only be used when it is necessary to suspend consideration of a main motion in order to deal with another matter that has come up unexpectedly and which must be dealt with before the pending motion can be properly addressed.

1.3.6.7 A ~~R~~oll ~~C~~all vote may be taken at the discretion of the ~~Chair~~ Mayor or Mayor Pro Tem. The City Clerk will call the roll for the roll call vote in the following manner: 1) Maker of the motion; 2) Member who has seconded the motion; 3) Additional council members in alphabetical order by last name; and, 4) Mayor last. The City Clerk shall state for the record the name of any Council member who is recused or has abstained.

1.3.7 **PUBLIC COMMENT**

Members of the public may address the City Council in a variety of ways. Written comments on agenda items are encouraged. As a courtesy to the Council, citizens are encouraged to present written comments and are most effective if presented at least one week day prior to the meeting. This provides the Council with a greater opportunity to review and consider issues and/or concerns expressed in written communications prior to a meeting. Written material distributed at the meeting will be made a part of the public record. If the material is too voluminous for Council to review during the meeting or is new material not previously considered, Council may at its discretion continue the item to a future meeting. ~~The Mayor will invite comments from the public in support of, or in opposition to, specific public hearing agenda items following the staff report. Oral communications on matters that are not on the agenda and are not public hearing items may be provided during the Public Comment period at the beginning of every meeting.~~ The following are guidelines for providing public comments:

1.3.7.1 During Public Comment period, at the beginning of every meeting, Members of the public may address the City Council on items that are ~~consent agenda items, listed business items, and/or items that are~~ not on the printed agenda. For Consent Items, Public Hearing Items, and Business Items, the Mayor will invite comments from the public in support of, or in opposition to each specific Agenda Items following the staff report and any questions from Council to Staff. At the discretion of the Mayor or Mayor Pro Tem, speaker slips will be required. Speakers' time will be limited to three minutes or to the interval specified by the Mayor or Mayor Pro Tem. The Public Comment period shall be limited to forty five minutes.

1.3.7.2 Individuals desiring to speak shall:

~~1.3.7.3.2 Comment on the specific matter before the Council (other than calendared public hearings) with reasons for the position taken~~

1.3.7.2.2 Limit comments to three (3) minutes or to the interval specified by the Mayor or Mayor Pro Tem. The Mayor or Mayor Pro Tem with the majority of Council Members, may reopen public comment after all have spoken, if necessary to qualify questions, comments or concerns. A speaker may not yield their time to another speaker.

CONCLUSION

Staff recommends Council review and adopt Resolution 19-13 amending the Council Policies and Procedures Manual regarding Meeting Guidelines & Procedures.

RESOLUTION NO. 19-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORRO BAY, CALIFORNIA AMENDING COUNCIL POLICIES AND PROCEDURES MANUAL REGARDING MEETING GUIDELINES & PROCEDURES

THE CITY COUNCIL City of Morro Bay, California

WHEREAS, the Council Policies and Procedures Manual for the City of Morro Bay is a combination of City Council actions, policies, references, and information regarding the City Council; and

WHEREAS, to ensure that all Councilmembers are familiar with and understand the City of Morro Bay's philosophies and policies regarding serving on the City Council, the City of Morro Bay adopted Resolution 46-02 and its Council Policies and Procedures Manual on August 12, 2002; and

WHEREAS, the City desires to amend certain Sections of the Council Policies and Procedures Manual related to Meeting Guidelines & Procedures, as follows:

1.1.3 STUDY SESSIONS (Open to the public)

1.1.3.1 The purpose of these meetings shall be for informal discussions between staff, advisory bodies or consultants, the public, and the City Council regarding specific programs, projects or policies. Council may provide direction, but no formal action will be taken during a Study Session. Study Sessions may be conducted in a variety of formats, including Public Workshops.

1.1.3.2 Study Sessions will be held at a time and place within the City limits and convenient to Council and advantageous for public participation.

~~1.1.3.3 Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.~~

1.2.3 PLACING AN ITEM ON THE AGENDA (ADVISORY BODIES)

Recommendations made by advisory bodies, as part of their normal scope of duties and responsibilities, shall be timely placed on the City Council agenda by staff, who shall comply with the City's approved Council Agenda Preparation Policy. In the event that an advisory body desires to bring a matter of special consideration to the City Council (new ideas or concerns, for

example), it may request that an item be placed on a future agenda by submitting a written request to the Council approved by a majority of the advisory body members and signed by the Chair. During Communications Declaration of Future Agenda Items, Any Member of the Council may ask for consideration of the request pursuant to those procedures set out in 1.2.2. and upon a majority of Council, a staff report will be prepared and approved by the City Manager or his/her designee.

1.2.6 RECONSIDERATION

Reconsideration of issues previously acted upon is discouraged. However, in extraordinary situations, a request to reconsider an action taken by the City Council may be considered. The request must be presented by a Council Member who voted with the majority at the Council meeting at which the original vote was taken. The vote may be reconsidered during that meeting, but no later than the next Council meeting. Debate is limited to the question of whether or not there is a majority of the Council interested in reconsidering the matter. If a majority of the council votes to reconsider an action, the matter will be placed on the next or future agenda. an item shall be allowed in accordance with Robert's Rules of Order and established Council guidelines. Resubmittal of issues previously acted upon is discouraged, but requests will be considered upon a consensus of a majority of the Council.

1.2.7 ORDER OF BUSINESS shall be as follows:

- 1.2.7.1 Establish Quorum and Call to Order
- 1.2.7.2 Moment of Silence
- 1.2.7.3 Pledge of Allegiance
- 1.2.7.4 Closed Session Report
- 1.2.7.5 Mayor and Council Members Reports, Announcements and Presentations
- ~~1.2.7.5 Closed Session Report~~
- 1.2.7.6 ~~Public Comment~~ Public Presentations
- 1.2.7.7 ~~Consent Calendar~~ Public Comment
- 1.2.7.8 ~~Public Hearings (shall start no sooner than 7:00 p.m.)~~ Consent Agenda
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NOW, THEREFORE, be it resolved that the City Council of the City of Morro Bay does hereby amend certain Sections of the Council Policies and Procedures Manual to reflect the above amendments.

PASSED AND ADOPTED by the City Council, City of Morro Bay at a regular meeting thereof held on the 12th day of March, 2013 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

JAMIE L. IRONS, Mayor

ATTEST:

JAMIE BOUCHER, City Clerk



AGENDA NO: A-3

MEETING DATE: March 12, 2013

Staff Report

TO: Honorable Mayor and City Council **DATE:** March 4, 2013
FROM: Eric Endersby, Harbor Director
SUBJECT: Approval of Lease Agreement for Lease Site 93-95/93W-95W;
901-915 Embarcadero

RECOMMENDATION

Approve Resolution No. 17-13 for a new Lease Agreement for Lease Site 93-95/93W-95W, located at 901-915 Embarcadero, with the Held Family Trust and the Smith W and Hannah W Held Family Trust.

FISCAL IMPACT

There will likely be a negative fiscal impact of approximately \$15,000 a year as a result of a 2% reduction in percent gross of sales liability during the three-year construction period, beginning with the 2014/2015 fiscal year reporting. However, a positive fiscal impact will be realized when the proposed new boat slips are completed, as this will trigger an additional percent gross of sales revenue stream which has never been realized at this site. In addition, the tenants are proposing a new retail unit to the site, which will further increase percent gross of sales once developed and subleased.

SUMMARY

The current tenants at Lease Site 93-95/93W-95W submitted and obtained Concept Approval for a major redevelopment of their lease site. Staff has negotiated a new lease incorporating the redevelopment proposal, and it is being presented for approval.

BACKGROUND

The Helds were assigned this lease in 1998. It is a 30-year lease that expires in June, 2017. In November 2011 the tenants began submission of a site development proposal that gained Planning Commission and City Council Concept Approval in late 2012 under CUP #UPO-342.

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

At that time the Harbor Director began negotiations for a new lease whereby these tenants and the tenant for Lease Site 96/96W agreed that the tenants at 93-95/93W-95W would take over a portion of site 96W in order to build additional slips. This will result in a future change to the lease lines.

DISCUSSION

The attached new Master Lease is a result of staff negotiating with the tenants, incorporates all input received from Council, and is on the City's standard lease format. This lease incorporates a portion of Lease Site 96W as agreed-upon by all parties and outlined in Section 13.02 of the lease. The tenants are in full agreement with all terms and conditions of this new lease and with approval of it are expected to continue to pursue in earnest the additional permits and approvals necessary for their redevelopment proposal, then begin construction.

These tenants are in good standing in all regards with their current lease and lease payments.

CONCLUSION

With the conclusion of negotiations on a new lease predicated by the tenant's proposed redevelopment, staff recommends approval of Resolution No. 17-13 to enter into a new forty seven year lease with the tenants.

RESOLUTION NO. 17-13

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA
APPROVAL OF A FORTY SEVEN YEAR LEASE AGREEMENT FOR
LEASE SITE 93-95/93W-95W BETWEEN THE CITY OF MORRO BAY AND
THE HELD FAMILY TRUST AND THE SMITH W AND HANNAH W HELD
FAMILY TRUST, LOCATED AT 901-915 EMBARCADERO**

**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, Smith W Held and Hannah W Held have been the lessees of Lease Site 93-95/93W-95W since 1998 and are tenants in good standing; and

WHEREAS, the Helds are proposing redevelopment of said property; and

WHEREAS, in accordance with the City's Master Lease Policy, the City and lessee have agreed to a new forty seven year lease agreement for Lease Site 93-95/93W-95W, located at 901-915 Embarcadero.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, that the attached new Lease Agreement for Lease Site 93-95/93W-95W is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said Lease Agreement.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 12th day of March, 2013 on the following vote:

AYES:

NOES:

ABSENT:

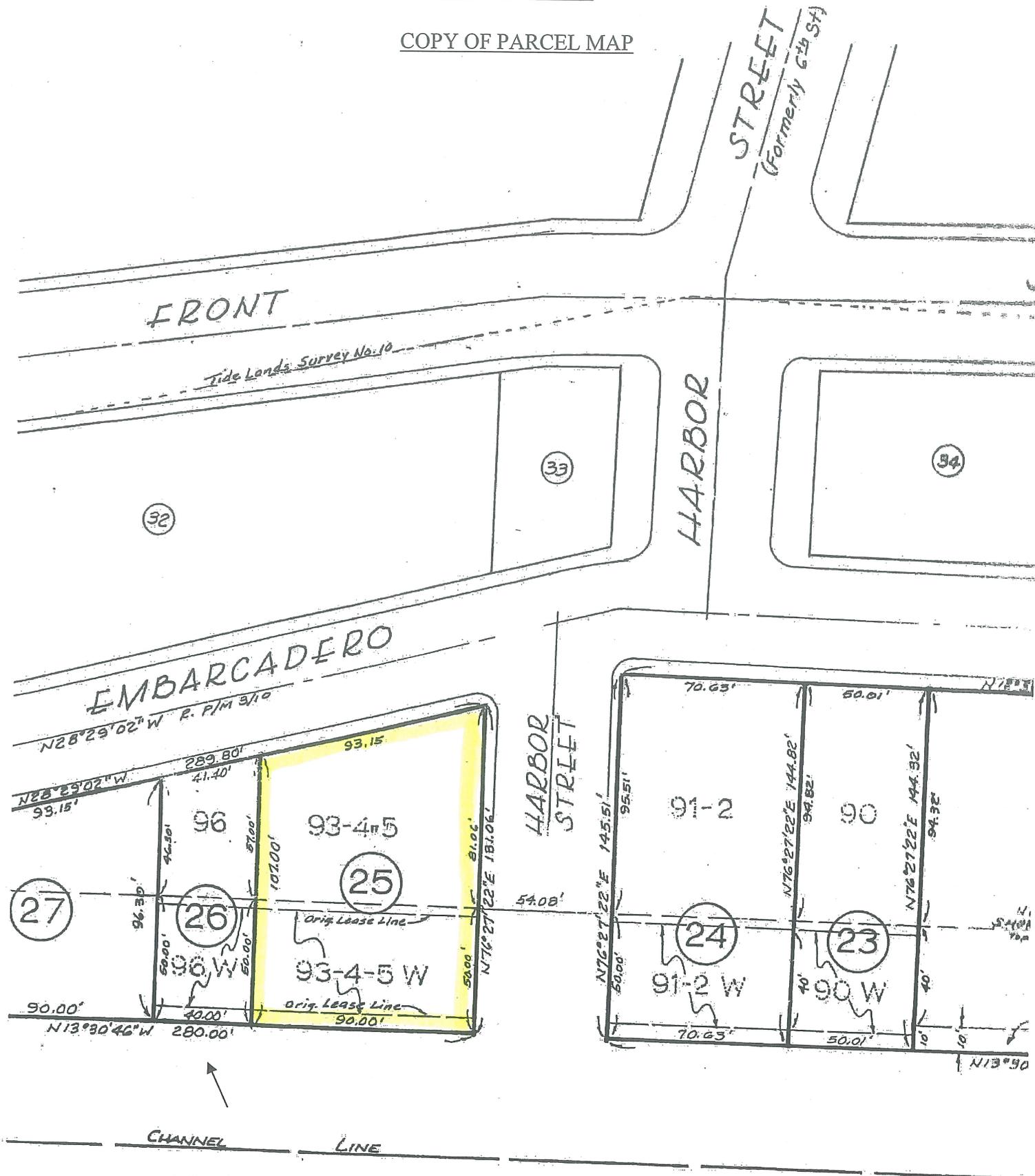
Jamie L. Irons, Mayor

ATTEST:

Jamie Boucher, City Clerk

EXHIBIT A

COPY OF PARCEL MAP



L E A S E

by and between

the CITY OF MORRO BAY

("CITY")

and

THE HELD FAMILY TRUST

AND SMITH W & HANNAH W HELD FAMILY TRUST

("TENANT")

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L E A S E

This LEASE is made and entered into by and between the CITY OF MORRO BAY, a municipal corporation of the State of California herein called CITY, and The Held Family Trust and Smith W & Hannah W Held Family Trust, California Trusts, herein called TENANT.

WITNESSETH

WHEREAS, the State of California granted certain tide and submerged lands located within the CITY limits of CITY to the County of San Luis Obispo and to its successors, being Chapter 1076, Statutes of 1947, as amended by Chapter 413, Statutes of 1955, Chapter 1874, Statutes of 1957, and Chapter 70, Statutes of 1960, first extraordinary session; which Statutes may be amended from time to time by the Legislature of the State of California; all of which Statutes are expressly recognized and agreed to be in full force and effect by the parties hereto; and

WHEREAS, the parties hereto recognize and agree that on July 17, 1964, the CITY of Morro Bay, Lessor herein, succeeded to all of the right, title and interest of the County of San Luis Obispo in and to all of the tide and submerged lands conveyed to said County by the State of California pursuant to the above mentioned acts; and

WHEREAS, judgment has been entered on October 14, 1968, in the case of CITY of Morro Bay, Plaintiff, versus County of San Luis Obispo, and State of California, Defendants, by the Superior Court of the State of California in and for the County of San Luis Obispo, #30417, adjudging and decreeing, among other things, that the title to said tide and submerged lands so conveyed by the State of California to the County of San Luis Obispo in trust, as set forth above, passed automatically to the CITY of Morro Bay upon the date of its incorporation as a CITY on the 17th day of July, 1964; and

WHEREAS, TENANT accepts the within Lease with full knowledge that there is no warranty of title in and to the within described premises by CITY to TENANT; and

WHEREAS, in order to develop and improve Morro Bay Harbor and to assist in carrying out the provisions of the tideland grant as aforesaid, and in order to provide facilities for the accommodation of those using Morro Bay Harbor, CITY desires to lease to TENANT the within described property upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants to be performed and the rental to be paid by TENANT to CITY, CITY leases to TENANT, and TENANT leases from CITY, all of the following premises (herein collectively referred to as the "Premises") in the CITY of Morro Bay, County of San Luis Obispo, State of California, described as follows: Lease Site 93-95/93W-95W, located at 901-915 Embarcadero Road.

This property is delineated on Parcel Map of the CITY of Morro Bay No. 68-30, which map was recorded on October 10, 1968, in Book 3, Page 10 of Parcel Maps in the Office of the County Recorder, San Luis Obispo County, California. A copy of said Map is attached hereto as Exhibit A and made a part hereof by reference.

Article 1 FIXED TERM

Section 1.01 Term.

The term of this Lease shall be a period of 47 years, commencing July 1, 2013 (the "Commencement Date"). The term of this Lease shall terminate without notice on June 30, 2060, unless sooner terminated as herein provided.

Section 1.02 No Extensions.

The term of this Lease shall not be extended nor shall this Lease be renewed. Requests for continued use of the Premises shall be treated as an application for a new lease and shall require appropriate application to the CITY with all required supporting information and documents, CITY Council approval and the execution of a new CITY lease, containing the then most current terms, covenants, conditions and rent schedules.

Section 1.03 Hold Over.

Should TENANT hold the demised Premises after the expiration of the term of this Lease with the consent of the CITY, express or implied, such holding over (in the absence of a written agreement between CITY and TENANT with respect thereto) shall be deemed to create a tenancy from month to month, terminable on thirty (30) days written notice from either party to the other, at a monthly rental equal to two hundred percent (200%) of the average total Rent per month for the twelve (12) months immediately preceding the expiration of the Lease, and otherwise subject to each and every term, covenant and condition of this Lease.

Section 1.04 Replacement.

As of the Commencement Date of this Lease, this Lease shall extinguish and replace every prior lease between CITY and TENANT respecting the Premises, if any. Any right or interest held by the TENANT pursuant to any existing lease with respect to the Premises which is not granted pursuant to this Lease shall be extinguished as of the Commencement Date of this Lease.

Article 2 RENT

Section 2.01 Annual Minimum Rent.

TENANT agrees to pay to CITY a minimum guaranteed annual rental for the use and occupancy of the Premises, in an initial amount of \$61,105.00 per year (the "Minimum Rent"), payable in advance in equal semiannual installments on January 1 and July 1 each year during the term of the Lease. If the Commencement Date is other than January 1 or July 1, then TENANT shall pay, on the Commencement Date, the proportionate amount of the Minimum Rent payable for the period from the Commencement Date until the next payment date of January 1 or July 1, as the case may be. If the term of the Lease expires on a date other than December 31 or June 30, TENANT'S final installment of Minimum Rent shall be proportionate to the time remaining in the term. All Rent, including the Minimum Rent and the Percentage Rent, shall be paid in lawful money of the United States of America, without offset or deduction and shall be paid to CITY at City Hall located at 595 Harbor Street, Morro Bay, California, or at such other place or places CITY may from time to time designate by written notice delivered to TENANT.

Section 2.02 CPI Adjustment to Annual Minimum Rent.

(1) The parties agree that as of every July 1 following the Commencement Date (each, a "CPI Adjustment Date"), except as outlined in section 2.03 hereof, the annual Minimum Rent shall be adjusted in direct proportion to any upward or downward movement in the Consumer Price Index for January 1, 2012 which is hereby agreed to be 233.44 (Base Index). The percentage adjustment for any given year shall be based on the monthly average Index for the calendar year immediately preceding the CPI Adjustment Date as compared with the Base Index. The Consumer Price Index referred to herein is the Consumer Price Index (all items indexes, all urban consumers) for Los Angeles – Riverside – Orange County, California, compiled and published by the United States Department of Labor, Bureau of Labor Statistics, 1982-84 Base Year = 100 (the "Index")

(2) The Annual Minimum Rent shall be adjusted as of each CPI Adjustment Date, and will remain in effect as adjusted until the next CPI Adjustment Date. As an illustration only, if the Base Index (Jan. 1, 1999 CPI) is 166.1 and the monthly average CPI for 2000 is 171.6, then the percentage increase is equal to 3.31%. Therefore, the Minimum Rent would be increased by 3.31% as of July 1, 2001, and would continue at that rate through June 30, 2002.

(3) If the United States Department of Labor, Bureau of Labor Statistics, shall cease to compile and make public the Index as now constituted and issued, but shall substitute another index in its place, then said substituted index shall be used for the purpose of adjusting the Minimum Rent for the Premises. If the Index is changed so that the base year differs from that in effect on the Lease Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

Section 2.03 Calculation of New Minimum Rent.

At the end of the initial five (5) years and of each five-year period thereafter, a new Minimum Rent shall be calculated for the following five (5) year period (each, a "Subsequent Rental Period") as follows:

A. The Minimum Rent shall be subject to adjustment by appraisal as of the fifth anniversary of the Commencement Date and every five years thereafter (each, an "Appraisal Adjustment Date"). CITY, at its own cost and expense, shall retain an independent qualified appraiser for determination of the fair market value of said premises. Not more than nine (9) months prior to each Appraisal Adjustment Date, CITY shall provide written notice to TENANT of the pending appraisal and the appraiser selected by the CITY to determine the fair market value of the Premises, excluding fixtures and improvements unless such are expressly included in the description of the leasehold hereinabove. If TENANT does not reject CITY's appraiser in writing and within thirty (30) days of CITY's notice of its determination, then the Minimum Rent for the Subsequent Rental Period shall be in the amount determined by CITY as outlined in this Section 2.03. If TENANT rejects CITY's appraiser within thirty (30) days following CITY's notice to TENANT, then within fifteen (15) days after such 30-day period, each party, at its own cost, shall select an independent professionally designated appraiser who is a member of the American Institute of Real Estate Appraisers, or the Society of Real Estate Appraisers with a designation of MAI (Member of American Institute), SRPA (Senior Real Estate Analysis), to appraise the fair market value of the Premises. CITY may rely on its original appraisal, or select a new appraiser, at its cost. If a party does not appoint an appraiser within fifteen (15) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall

be the sole appraiser. Each appraiser shall conduct an independent appraisal within thirty (30) days after appointment. If the parties are unable to agree on the Minimum Rent for the Subsequent Rental Period within thirty (30) days after receiving the appraisal(s), then each party shall select one member of a three-member committee. The two so selected members shall select the third member, and this committee shall by majority vote select one or the other of the appraisals. The Minimum Rent determined on the basis of the selected appraisal shall be final and binding and all costs associated with the three-member committee shall be paid equally by CITY and TENANT.

B. In the event that the appraisal process is not concluded on or before the Appraisal Adjustment Date, the Minimum Rent shall be adjusted retroactively to such Appraisal Adjustment Date as set out herein below when said appraisal process is completed.

C. The total Rent payable, including both the Minimum Rent and the Percentage Rent for each year within the applicable previous five-year period, shall be averaged to produce the average annual total Rent payable for such previous period.

D. The new Minimum Rent for the five-year period commencing on each Appraisal Adjustment Date shall be the greater amount of seventy-five percent (75%) of the average of the total yearly Rent payable during the previous five-year period (as set out in paragraph C. above) or eight percent (8%) of the fair market value of the Premises (as established in paragraph A. above.) The new Minimum Rent shall be divided by two to determine the semiannual payments and shall be paid by TENANT to CITY on the first of each January and July thereafter. This new Minimum Rent shall be adjusted each following year in proportion to any increase in the Consumer Price Index as set out in Section 2.02 of this Lease. The base index shall be adjusted upon each Calculation of new Minimum Rent as set out in this section so that the Base index for CPI adjustment shall be the Consumer Price Index for January 1 of the year of the calculation of new Minimum Rent.

Section 2.04 Percentage Rent.

A. In addition to the Minimum Rent, TENANT agrees to pay to CITY at the time and in the manner hereinafter specified, as additional Rent for the use and occupancy of the Premises, a percentage of TENANT'S Gross Sales, hereinafter defined, as shown on Exhibit C, attached hereto and incorporated herein by reference, less the amount of the Minimum Rent paid pursuant to this Lease (the "Percentage Rent").

B. The term "Gross Sales," as used herein, shall mean (subject to the exceptions and authorized deductions as hereinafter set forth), the total selling price and the total gross amount received by TENANT from all rentals, merchandise sold and services rendered in, on or from the Premises by TENANT, its sublessees, licensees, or concessionaires, both for cash and on credit

including, but not limited to, rentals of dockage space, leasing and servicing operations and ticket sales, and if on credit whether or not payment be actually made therefore, all charges for services, alterations or repairs made in or upon the Premises; the gross amount received by TENANT for merchandise sold pursuant to orders received in the Premises, though filled elsewhere; and the gross amount received by TENANT from any and all other sources of income derived from the business conducted upon the Premises.

C. Notwithstanding the other provisions of Section 2.04, the term "Gross Sales" shall not include the following items, and such items may be deducted from Gross Sales to the extent they have been included therein or have been included in a prior computation of Gross Sales or for which a Percentage Rent has been paid under this Lease to CITY:

- (1) Credits and refunds made to customers for merchandise returned or exchanged;
- (2) Any sales or excise taxes otherwise includable in Gross Sales as defined in this Section because such taxes are part of the total selling price of merchandise or services rendered in, from, or on the Premises, where TENANT must account for and remit the taxes to the government entity or entities by which they are imposed; and
- (3) With respect to credit card sales, fees retained or withheld by the issuer and/or merchant bank pursuant to TENANT'S credit card acceptance agreement, and
- (4) Rental payments to TENANT from sublessees whose total gross sales are included in gross sales computations.

D. TENANT shall keep or cause to be kept full, complete, and accurate records, and books of account in accordance with accepted accounting practices showing the total amount of Gross Sales, as defined herein, made each calendar month in, on or from the Premises. TENANT shall keep said records and books of account within San Luis Obispo County and shall notify CITY in advance of their location at all times. Furthermore, TENANT shall at the time of sale and in the presence of the customer cause the full selling price of each piece of merchandise, each rental received and each service rendered in, on or from the Premises to be recorded in a cash register or cash registers that have cumulative totals and are sealed in accordance with standard commercial practices. Said records, books of account and cash register tapes, including any sales tax reports that TENANT may be required to furnish any government or governmental agency shall at all reasonable times be open to the inspection of CITY, CITY'S auditor, or other authorized representative or agent of CITY. TENANT consents to the release of sales tax information to CITY and on demand will furnish to CITY a copy of the sales tax reports, quarterly reports and any audit reports of sales for confidential internal use of the CITY in determining Gross Sales for TENANT. TENANT consents and authorizes CITY to request such information directly from the State Board of Equalization or other state agency with which sales tax information is filed.

E. By July 31 of each year, TENANT shall furnish CITY with a statement, to be certified by TENANT as current, true and accurate, which shall set forth the Gross Sales of each department, sublessee, licensee and concession operating in, on or from the Premises for the previous twelve (12) calendar months, ending June 30, just concluded, and the authorized deductions, if any, therefrom; and with it TENANT shall pay to CITY the amount of the Percentage Rent which is due to CITY as shown thereby. If TENANT shall at any time cause an audit of sales of TENANT'S business to be made by a public accountant, TENANT shall furnish CITY with a copy of said audit without cost or expense to CITY. CITY may, once in any twelve-month period, cause an audit of the business of TENANT to be made by a public accountant of CITY'S own selection. TENANT shall, upon receiving written notice of CITY'S desire for such an audit deliver and make available all such books, records and cash register tapes to the public or certified public accountant selected by CITY. Furthermore, TENANT shall promptly on demand reimburse CITY for the full cost and expense of said audit, should the audit disclose that the questioned statement or statements understated Gross Sales by five percent (5%) or more but less than ten percent (10%). In the event that an audit performed at CITY'S request discloses that TENANT understated Gross Sales by less than 5%, the cost of such audit shall be paid by CITY. In the event that any audit or other review of records discloses that the amounts reported as Gross Sales was understated by TENANT by ten percent (10%) or more, CITY shall not only be entitled to recover from TENANT all costs of audit and review but shall also be entitled to recover from TENANT a penalty equal to two times the Percentage Rent due pursuant to this Lease on such unreported amounts. Whenever any audit discloses that Gross Sales were understated by any amount, TENANT shall immediately pay the additional Percentage Rent therein shown to be payable by TENANT to CITY, together with interest at the Default Rate thereon, from the date the Percentage Rent was payable until the date paid.

F. CITY shall be entitled at any time within five (5) years after the receipt of any such Percentage Rent payment, to question the sufficiency of the amount thereof and/or the accuracy of the statement or statements furnished by TENANT to justify the same. For the purpose of enabling CITY to check the accuracy of any such statement or statements, TENANT shall for said period of five (5) years after submission to CITY of any such statement keep all of TENANT'S records, including sales tax returns, all cash register tapes and other data which in any way bear upon or are required to establish in detail TENANT'S Gross Sales and any authorized deductions therefrom as shown by any such statements and shall upon request make the same available to CITY for examination.

Section 2.05 Reimbursements.

If TENANT fails to perform any term or covenant of this Lease, CITY may, but is not obligated to, perform such term or covenant, and TENANT shall reimburse CITY therefore as additional Rent hereunder. As an illustration and not as a limitation, if TENANT fails to procure the insurance required by this Lease, CITY may, but is not obligated to, obtain such insurance, with the cost of the premiums being due to CITY upon demand as additional Rent.

Section 2.06 Penalty and Interest.

(1) If any Rent is not received within ten (10) days following the date on which the Rent first became due, TENANT shall pay a late penalty of ten percent (10%) of the amount of the Rent in addition to the Rent.

(2) In addition to the penalty, TENANT shall pay interest at the rate of one percent (1%) per month or fraction thereof or the maximum amount permitted by law as of the date this Lease is signed, whichever is greater (the "Default Rate"), on the amount of the Rent, exclusive of the penalty, from the date on which Rent first became delinquent until paid. The term "Rent" includes any sums advanced by the CITY and any unpaid amounts due from TENANT to the CITY.

Article 3 USE OF PREMISES

Section 3.01 Permitted Uses.

The Premises shall, during the term of this Lease, be used for the purpose of operating and conducting thereon and therein the uses permitted by, and in compliance with, Conditional Use Permit Number UPO-342, as it may be amended from time to time, and for no other purpose. At the commencement date of the lease, such uses include Restaurant/Dining Room, Snack Bar/Delicatessen, Fast Food/Convenience Food, Bar/Lounge, Beer and Wine Sales, Retail and Rental Sales and Service, Boat Slips/Side Ties, Passenger For Hire Operations, Public Rest Room Facilities.

Section 3.02 Unauthorized Use.

TENANT agrees to allow only those uses authorized in Section 3.01 hereinabove and that any unauthorized use thereof shall constitute a breach of this Lease and shall, at the option of CITY, terminate this Lease.

Section 3.03 Operation of Business - Hours of Operation.

Failure to actively and diligently conduct the business authorized herein constitutes a breach of the agreement and shall, at the option of CITY, terminate this lease.

(1) TENANT shall during the term of this Lease conduct business of the nature specified in Section 3.01 of this Lease on the Premises in an efficient and diligent manner and keep the Premises open for the conduct of business continuously and without interruption for at least six hours each day of the year except one day each week and legal holidays. This provision shall not apply if the Premises shall be closed and the business of TENANT is temporarily shut down for a period not to exceed fourteen (14) calendar days in any calendar year to make necessary repairs, maintenance or other construction deemed necessary by TENANT. This provision shall not apply if the Premises shall be closed and the business of TENANT is temporarily shut down as authorized or required by the CITY Manager or on account of strikes, walkouts, or causes beyond the control of TENANT or for not more than three (3) days out of respect to the memory of an officer, employee, or close relative of any officer or employee of TENANT.

(2) TENANT shall operate TENANT'S business on the Premises with due diligence and efficiency and in like manner as comparable businesses operated in the CITY or the coastal area of San Luis Obispo County, so as to produce the maximum amount of Gross Sales and gross receipts from services which may be produced from TENANT'S business; and TENANT at all times shall carry on Premises, a stock or merchandise of such size, character, and quality as is reasonable, designed to produce the maximum return to TENANT, when the sale of merchandise is a permitted use under this Lease.

Section 3.04 Competition.

During the term of this Lease, TENANT shall not directly nor indirectly acquire or establish any similar or competing business within a radius of five (5) miles from the location of the Premises, provided, however, that TENANT may, with prior written approval from CITY, own or operate more than one business, whether or not competing and similar along the Embarcadero upon CITY lease sites. The purpose of this section is to prevent and prohibit TENANT from reducing revenue to CITY by diverting business from the operation at the Premises to another similar business owned by TENANT within the CITY but not upon a CITY lease site from which CITY is paid rent based on Gross Sales.

Section 3.05 Hazardous Materials.

(1) TENANT shall not transport, use, store, maintain, generate, dispose, release, treat or discharge any "Hazardous Material" (as defined below) upon or about the Premises (such activities being hereafter referred to as "Hazardous Materials Activities"), nor permit TENANT'S employees, agents, or contractors to engage in Hazardous Materials Activities upon or about the Premises, except as allowed by applicable law. The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body. All Hazardous Materials Activities at the Premises shall be conducted strictly in accordance with all applicable laws and regulations. If TENANT shall transport any hazardous waste from the Premises, such transportation shall be done only by a contractor duly licensed to haul hazardous waste and shall use only a duly licensed disposal site approved by TENANT'S liability insurer.

(2) TENANT shall promptly notify CITY of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party against TENANT or the Premises relating to any loss or injury resulting from any Hazardous Material on or from the Premises, and (iii) any matters where TENANT is required by applicable law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Premises. CITY shall have the right (but not the obligation) to inspect the Premises, to take such remedial action on the Premises, as CITY may deem appropriate, and to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety law.

(3) If any Hazardous Material is released, discharged or disposed of by TENANT or its employees, agents or contractors, on or about the Premises in violation of the foregoing provisions, TENANT shall immediately notify CITY. CITY may elect either to take such remedial action as CITY deems appropriate, in which event TENANT shall reimburse CITY for all costs thereof within ten (10) days after demand, or direct TENANT to perform such remediation. If CITY directs TENANT to perform the remediation, TENANT shall immediately take such remedial action, as CITY shall direct. TENANT shall, properly and in compliance with applicable laws clean up and remove the Hazardous Material from the Premises and any other affected property at TENANT'S expense. If CITY directs TENANT to perform

remediation hereunder and if TENANT shall fail to comply with the provisions of this Section within five (5) days after written notice by CITY, or such shorter time as may be required by applicable law or in order to minimize any hazard to persons or property, CITY may (but shall not be obligated to) arrange for such compliance directly or as TENANT'S agent through contractors or other parties selected by CITY at TENANT'S expense (without limiting CITY'S other remedies under this Lease or applicable law).

Section 3.06 Tidelands Trust.

TENANT shall use and occupy the Premises in strict compliance with the Tidelands Trust purposes under which the Premises or any portion thereof are held by CITY pursuant to the grants from the State of California as set forth in this Lease.

Section 3.07 Compliance with Law.

TENANT shall, at no cost to CITY, comply with all of the requirements of all local, municipal, county, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all local, municipal and county ordinances and state and federal statutes, rules, regulations and orders now in force or which may hereafter be in force (collectively, "Legal Requirements") provided that TENANT shall not be required to comply with any Legal Requirement imposed by the CITY that would substantially deprive TENANT of a material benefit under this lease unless such Legal Requirement has been imposed or required by a county, state or federal authority. The judgment of any court of competent jurisdiction, or the admission of TENANT in any action or proceeding against TENANT, whether CITY be a party thereto or not, that TENANT has violated any such Legal Requirement in the use of the Premises shall be conclusive of that fact as between CITY and TENANT.

Section 3.08 Waste or Nuisance.

TENANT shall not commit or permit the commission by others of any waste on the Premises; TENANT shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined by law on the Premises; and TENANT shall not use or permit the use of the Premises for any unlawful purpose.

Section 3.09 Use by CITY.

(1) Subject to TENANT's rights hereunder to possession of the Premises, CITY may grant licenses to, or otherwise authorize, other persons and entities permitting uses of the Morro Bay Harbor.

(2) CITY also retains and reserves for itself, its successors and assigns, all oil, gas, petroleum and other mineral or hydrocarbon substances in and under the lands leased hereby together with right to prospect and extract all such substances.

Article 4 CONSTRUCTION, ALTERATION AND REPAIRS

Section 4.01 Construction Approval.

(1) TENANT shall not make or permit any other person to make any alterations or structural additions or structural modifications to the Premises or to any structure thereon or facility appurtenant thereto if the cost thereof shall exceed ten thousand dollars (\$10,000), without the prior written consent of CITY. The consent to be obtained pursuant to this Section 4.01(1) shall be requested from the Harbor Director, or the City's designee, for CITY. If the Harbor Director or any future successor to the duties of the City's Harbor Director, or the City's designee, gives such consent to proceed, it is understood that such consent is given by CITY only in its capacity as the landlord under this Lease and not as the permit-issuing authority. TENANT remains obligated to obtain any needed building permits and comply with all applicable planning processes.

(2) Where required by the Morro Bay Municipal Code, California Coastal Act, Corps of Engineers or any other state or federal agency having authority over the proposed project, then all Conditional Use Permits, Concept Plans, Precise Plans, Coastal Development Plans, and any other required plans or permits shall be applied for and approved prior to any construction, alteration or repairs.

Section 4.02 Construction Bond.

(1) Prior to the commencement of any construction the cost of which is greater than the amount of one hundred thousand dollars (\$100,000), TENANT shall file with the Morro Bay CITY Clerk a final detailed Civil Engineer's, Registered Architect's or Licensed and Bonded General Contractor's estimate of the cost of construction and installation of improvements on the Premises. Said estimate must be submitted to the CITY Engineer for approval. TENANT shall file with the Morro Bay CITY Clerk a faithful performance bond, in a form and issued by a corporate surety company satisfactory to CITY, in an amount satisfactory to CITY but not in

excess of one hundred percent (100%) of the final detailed cost estimate, securing the faithful performance of TENANT or its contractor in the completion of said construction.

(2) TENANT shall also file with the Morro Bay CITY Clerk a labor and materials bond, in a form and issued by a corporate surety company satisfactory to CITY, in an amount satisfactory to CITY but not in excess of one hundred percent (100%) of the final detailed cost estimate, securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of said construction.

(3) In lieu of the above referenced bonds, TENANT may post cash deposits or may make other mutually satisfactory arrangements to guarantee the completion of construction projects. In the event the contractor bonds the project, CITY may be named as additional indemnitee to comply with these requirements.

Section 4.03 Mechanics' Liens.

At all times during the term of this Lease, TENANT shall keep the Premises and all buildings, installations and other improvements now or hereafter located on the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises. TENANT further agrees to at all times, save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with any improvement, repairs, or alterations on the Premises, and the cost of defending against such claims, including reasonable attorneys' fees. Should TENANT fail to pay and discharge or cause the Premises to be released from such liens or claim of liens within ten (10) days after the filing of such lien or levy, TENANT shall upon written notification be required to immediately deposit with CITY a bond conditioned for payment in full of all claims on which said lien or levy has been filed. Such bond shall be acknowledged by TENANT as principal and by a company or corporation, licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety. The beneficiary of any security instrument which instrument is on record with CITY, shall have the right to file such a bond on behalf of TENANT. CITY shall have right to post and keep posted on the Premises notices of non-responsibility and any other notices that may be provided by law or which CITY may deem proper for the protection of CITY and Premises from such liens. TENANT shall give CITY notice at least twenty (20) days prior to commencement of any work on the Premises to afford CITY the opportunity to post such notices.

Section 4.04 Ownership of Improvements.

The parties agree that CITY has the option and right to require TENANT to remove all buildings, structures, installations, improvements of any kind or other property belonging to or placed upon the Premises by TENANT at the termination of this Lease, however occurring, providing CITY gives notice, in writing, no later than thirty (30) days prior to the termination of the Lease, of its decision to require that such improvements be removed. The parties agree that if the CITY exercises its option, then at the termination of this Lease, however occurring, TENANT shall have sixty (60) days thereafter to remove all buildings, structures, facilities, installations, improvements and other property belonging to TENANT from the Premises. If CITY exercises such option and TENANT fails to remove all such improvements and other property within sixty (60) days after the termination of this Lease, CITY shall have the right to have any or all such improvements and other property removed at the expense of TENANT. If CITY does not exercise its option to remove (or require the removal of) the improvements and other property, then title to such improvements and other property shall vest in CITY and TENANT shall not remove same.

Article 5 LEASEHOLD MORTGAGES

Tenant shall not mortgage, securitize or hypothecate the leasehold interest in whole or any part without the prior written approval of City as evidenced by a resolution of the City Council of the City of Morro Bay.

Article 6 REPAIRS, MAINTENANCE AND RESTORATION

Section 6.01 Maintenance by TENANT.

At all times during the term of this Lease, TENANT shall, at TENANT'S own cost and expense, keep and maintain all improvements now or hereafter on the Premises in good order and repair and in a safe and clean condition. Furthermore, TENANT shall, at TENANT'S own cost and expense, maintain at all times during the term of this Lease the whole of the Premises in a clean, sanitary, neat and orderly condition. CITY may, at the sole option of CITY, clean and clear the Premises, at TENANT'S cost and expense, in the event TENANT fails to clean and clear the Premises in accordance with this Section to the satisfaction of CITY after fifteen (15) days' written notice to TENANT from CITY of CITY'S intent to exercise this option.

Section 6.02 Seawalls and Revetment.

At all times during the term of this Lease, TENANT shall at TENANT'S own cost and expense repair, maintain, replace and rebuild as necessary, the improvements, pilings, bulkheads, seawalls, revetment, piers, posts and any structures or other improvements located in the water portion of the Premises. Further, TENANT shall at TENANT'S own cost and expense conduct maintenance surveys at reasonable intervals to locate and determine needed repairs.

Section 6.03 Legal Requirements.

At all times during the term of this Lease, TENANT, at no cost to CITY, shall:

(1) Make all alterations, additions, or repairs to the Premises or the improvements or facilities on the Premises required by any Legal Requirements (as defined in Section 3.07 above) now or hereafter made or issued;

(2) Observe and comply with all Legal Requirements now or hereafter made or issued respecting the Premises or the improvements or facilities located thereon;

(3) Obtain all required permits pursuant to the Morro Bay Municipal Code or State law prior to the initiation of any repair or maintenance activity; and

(4) Indemnify and hold CITY and the property of CITY, including the Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from TENANT'S failure to comply with and perform the requirements of this section.

Section 6.04 Failure to Repair.

In the event failure to repair results in a hazardous or unsafe condition, CITY shall have the right and option but not the obligation to close and prohibit access to the unsafe portion of the Premises until such repairs are completed and accomplished and the Premises rendered safe for public use. In addition, if TENANT fails to repair any hazardous or unsafe condition within ten (10) days of written notice thereof from CITY, CITY shall have the right, but not the obligation, to perform such repair at TENANT'S expense. TENANT shall reimburse CITY for any such repair undertaken by CITY, promptly upon CITY'S demand, as additional Rent. Failure by CITY to enforce any of the provisions of this Article shall not constitute a waiver of these provisions and CITY may at any time enforce all of the provisions of this Article, requiring all necessary repairs, rebuilding or replacement.

Section 6.05 Inspection by CITY.

CITY or CITY'S agents, representatives, or employees may enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether TENANT is

complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect CITY'S interest in the Premises under this Lease or to perform CITY'S duties under this Lease.

Section 6.06 TENANT'S Duty to Restore Premises.

(1) Except as provided in Section 6.07 below, if at any time during this Lease, any improvements now or hereafter on the Premises are destroyed in whole or in part by the elements, or any other cause not the fault of TENANT or CITY, this Lease shall continue in full force and effect and TENANT, at TENANT'S own cost and expense, shall repair and restore the damaged or destroyed improvement(s) according to the original plan thereof or according to such modified plans therefore as shall be approved in writing by CITY. The work of permitting, repair and restoration shall be commenced by TENANT within one hundred eighty (180) days after the damage or destruction occurs shall be pursued with due diligence, and shall be completed not later than one year after the work is commenced, unless the parties hereto mutually agree, in writing, to an extension. In all other respects, the work of repair and restoration shall be done in accordance with the requirements for construction work on the Premises set forth in Article 4 of this Lease. Any failure by TENANT either to commence or to complete repair and restoration as required by this Section 6.06 shall be a material default under this Lease.

(2) Any and all insurance proceeds that become payable at any time during the term of this Lease because of damage to or destruction of any improvements on the Premises shall be paid to TENANT and applied by TENANT toward the cost of repairing and restoring the damaged or destroyed improvements in the manner required by this Section 6.06, or, if this Lease is terminated, then applied as provided in Section 6.07. Except as set forth in Section 6.08 below, TENANT'S obligation to restore pursuant to this Section shall exist whether or not funds are available from insurance proceeds.

Section 6.07 Termination of Lease for Destruction.

(1) Notwithstanding the provisions of Section 6.06 of this Lease, TENANT shall have the option of terminating this Lease as provided in this Section 6.07 if:

(a) During the last fifteen (15) years of the term of this Lease, any improvements now or hereafter on the Premises are so damaged or destroyed by the elements or any cause not the fault of TENANT or CITY, that they cannot be repaired and restored as required by Section 6.06 of this Lease at a cost not exceeding thirty-five percent (35%) of the

cost of replacing all improvements if they had been totally destroyed at the time of such damage;
or

(b) During the last ten (10) years of the term of this Lease, any improvements now or hereafter on the Premises are so damaged or destroyed by the elements or any cause not the fault of TENANT or CITY, that they cannot be repaired and restored as required by Section 6.06 of this Lease at a cost not exceeding fifteen percent (15%) of the cost of replacing all improvements if they had been totally destroyed at the time of such damage.

(2) TENANT may exercise its right to terminate pursuant to this Section 6.07 by providing written notice to CITY within one hundred eighty (180) days following damage or destruction as described herein. Such termination shall be effective on the last day of the calendar month following the month in which TENANT provides its notice.

(3) If TENANT fails to commence or complete repair and restoration as required by Section 6.06, CITY shall have all rights and remedies with respect to TENANT's default, including but not limited to termination of this Lease pursuant to Article 11.

(4) If this Lease is terminated as a result of damage or destruction, then any insurance proceeds received with respect to the improvements shall be applied or distributed in the following order:

(a) first, to the demolition of the improvements and removal of all demolition debris; then

(b) to any accrued and unpaid Rent as of the effective date of the termination;
then

(c) to each Lender under a Leasehold Encumbrance, in order of lien priority, an amount not to exceed the amount due under such Leasehold Encumbrance; then

(d) to CITY, an amount equal to the present value, as of the date of termination, of the total Minimum Rent for the remainder of the Term; then

(e) the remaining proceeds, if any, to TENANT.

Section 6.08 Destruction Due to Risk Not Covered by Insurance.

Notwithstanding anything to the contrary in Section 6.06 of this Lease, TENANT shall have the right to terminate this Lease at any time if the improvements on the Premises are damaged or destroyed by a casualty for which TENANT is not required under this Lease to carry

insurance and the cost to repair or restore such improvements exceeds fifty percent (50%) of the fair market value of all the improvements on the Premises immediately prior to the damage or destruction.

Article 7 INDEMNITY AND INSURANCE

Section 7.01 Indemnity Agreement.

(1) TENANT shall indemnify and hold CITY, and the property of CITY (including the Premises and any improvements now or hereafter on the Premises), and the CITY'S officers, officials, employees and volunteers harmless from any and all liability, claims, loss, damages, and expenses, including attorney fees and litigation expenses, resulting from TENANT'S occupation and use of the Premises or any negligent act or omission of the TENANT or any of its subtenants, employees, contractors or anyone for whom TENANT may be liable, specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

(a) The death or injury of any person, including TENANT or any person who is an employee or agent of TENANT, or by reason of the damage to or destruction of any property, including property owned by TENANT or by any person who is an employee or agent of TENANT, from any cause whatever while such person or property is in or on the Premises or in any way connected with the Premises or with any of the improvements or personal property on the Premises;

(b) The death or injury of any person, including TENANT or any person who is an employee or agent of TENANT, or by reason of the damage to or destruction of any property, including property owned by TENANT or any person who is an employee or agent of TENANT, caused or allegedly caused by either (i) the condition of the Premises or any improvement placed on the Premises by TENANT, or (ii) any act or omission on the Premises by TENANT or any person in, on, or about the Premises with or without the permission and consent of TENANT;

(c) Any work performed on the Premises or materials furnished to the Premises at the instance or request of TENANT or any person or entity acting for or on behalf of TENANT;

(d) TENANT'S failure to perform any provision of this Lease or to comply with any Legal Requirement imposed on TENANT or the Premises.

(2) TENANT'S obligations pursuant to this Section to indemnify and hold harmless do not extend to any liability, claim, loss, damage or expense arising from CITY'S active negligence or willful misconduct.

Section 7.02 Liability Insurance.

During the term of this Lease, TENANT shall maintain at its cost Commercial General Liability insurance with coverages at least as broad as ISO Forms labeled "City of Morro Bay Insurance requirements for Lessees", Certificate of Insurance – City of Morro Bay", and "Additional Insureds – Managers or Lessors of Premises" attached hereto as Exhibit B and made a part hereof as may be updated or changed from time to time at the sole discretion of the CITY, insuring against claims for bodily injury (including death), property damage, contractual liability, personal injury and advertising injury occurring on the Premises or from operations located in any part of the Premises. Such insurance shall afford protection in amounts no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, provided that if insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Premises or the general aggregate limit shall be twice the occurrence limit stated in this Section. All liability insurance carried by TENANT hereunder shall name CITY, its officers, officials, employees and volunteers as additional insureds, and shall be primary insurance with respect to such additional insureds. TENANT shall include all its subtenants as insureds under TENANT's liability policies or shall furnish separate certificates and endorsements for each subtenant. All coverages for subtenants shall comply with all requirements of this Article Seven.

Section 7.03 Worker's Compensation.

TENANT shall maintain at TENANT'S own expense and keep in full force and effect during the term of this Lease, Worker's Compensation Insurance as provided by law. Said insurance shall contain a waiver of subrogation rights against CITY. TENANT shall also maintain employer's liability insurance with minimum coverage of \$1,000,000 per accident for bodily injury or disease.

Section 7.04 Property Insurance.

TENANT shall, at its cost, at all times during the term of this Lease keep all improvements and other structures on the Premises, as well as any and all additions, improvements and betterments thereto, insured for one hundred percent (100%) of their full replacement cost with no co-insurance provision against loss or destruction by the perils covered by "all risk" (excluding earthquake) property damage insurance policies. Any loss payable under

such insurance shall be payable to TENANT, CITY, and any Lender under a Leasehold Encumbrance pursuant to Article 5 of this Lease, as their interests may appear, and such proceeds shall be used and applied in the manner required by Article 6 of this Lease.

Section 7.05 Additional Coverage.

TENANT shall also maintain, at its expense, the insurance described in this Section 7.05.

(1) If TENANT has (or is required by any Legal Requirement to have) a liquor license and is selling or distributing alcoholic beverages on the Premises, then TENANT shall maintain liquor liability coverage in appropriate amounts. TENANT shall require any subtenant who has (or is required by any Legal Requirement to have) a liquor license and who is selling or distributing alcoholic beverages on the Premises, to maintain such coverage.

(2) TENANT shall maintain "all risk" (excluding earthquake) property damage insurance covering TENANT's personal property located at the Premises, in amounts not less than the full replacement value of such personal property. CITY shall have no interest in the proceeds of such insurance.

(3) TENANT shall, at TENANT's own expense, obtain and maintain any additional insurance coverages that CITY may reasonably require. As illustration only and not as a limitation, in appropriate circumstances such additional insurance may include increased general liability limits, business interruption coverage, business automobile liability, boiler and machinery insurance and/or builder's risk insurance. However, TENANT shall not be required to maintain additional coverages that are in excess of those typically maintained by similarly situated tenants in the Morro Bay area.

Section 7.06 General Requirements.

Except as specifically provided to the contrary, all the insurance required pursuant to this Article Seven shall be subject to the requirements of this Section 7.06.

(1) Maintenance of proper insurance coverage is a material element of this Lease and failure to maintain or renew coverage or to provide evidence of coverage and/or renewal may be treated by the CITY as a material breach of contract. TENANT shall forward the CITY specifications and forms to TENANT'S insurance agent for compliance.

(2) CITY may at any time require TENANT to increase the minimum coverage limits for insurance required by this Lease, but every such increase shall be reasonable under the circumstances.

(3) All policies shall be issued by insurance companies authorized to issue such insurance in California, with an A.M. Best's rating of no less than A:VII.

(4) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees and volunteers; or the TENANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(5) Each insurance policy required by this Lease shall be endorsed to state that coverage shall not be cancelled or reduced, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

(6) TENANT shall furnish CITY with certificates and amendatory endorsements effecting the coverage required by this Lease. The endorsements shall be on forms provided by CITY or on other than CITY's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by CITY before use of the Premises, and promptly following any renewal or replacement. CITY reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

(7) TENANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers shall be excess of TENANT's insurance and shall not contribute with it.

Section 7.07 No Subrogation.

TENANT agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, TENANT shall look solely to its insurance for recovery. TENANT hereby grants to the CITY, on behalf of any insurer providing insurance to either TENANT or CITY with respect to TENANT'S occupancy of the Premises, a waiver of any rights to subrogation which any such insurer of said TENANT may acquire against the CITY by virtue of the payment of any loss under such insurance. Each insurance policy required under this Lease including those insuring TENANT against claims, expense, or liability for injury to persons or property shall provide that the insurer shall not acquire by subrogation any right to recovery which TENANT has expressly waived in writing prior to the occurrence of the loss.

Section 7.08 TENANT'S Waiver.

TENANT hereby waives any right of recovery against CITY for each claim, expense, liability, or business interruption, or other loss, except where caused by CITY'S active negligence or willful misconduct. TENANT agrees that to the extent that TENANT fails to acquire insurance, TENANT shall not have any claim against CITY for any loss that results from a risk or peril that would have been included in such insurance.

Section 7.09 Insurance Not a Limit.

The insurance requirements of this Article Seven are independent of, and do not limit or modify, TENANT'S indemnification and other obligations pursuant to this Lease.

Article 8 TAXES AND FEES

Section 8.01 TENANT to Pay Taxes.

TENANT shall pay, before delinquency, all taxes and assessments levied upon or assessed to TENANT on the Premises by reason of this Lease or of any equipment, appliances, improvement, or other development of any nature whatsoever, erected, installed, or maintained by TENANT or by reason of the business or other activity of TENANT upon or in connection with the Premises. TENANT shall pay all possessory interest taxes applicable to the Premises.

Section 8.02 TENANT to Pay License and Permit Fees.

TENANT shall pay any fees imposed by law for licenses or permits for any business or activities including construction by TENANT upon the Premises.

Section 8.03 Utilities.

TENANT shall pay, or cause to be paid, and hold CITY and the property of CITY, including the Premises, free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, and for other public utilities to the Premises during the term of this Lease and for the removal of garbage and rubbish from the Premises during the term of this Lease.

Article 9 CONDEMNATION

Section 9.01 Total Condemnation.

If title and possession to all of the Premises is permanently taken for any public or quasi-public use under any statute, or by the right of eminent domain, then this Lease shall terminate on the date that possession of the Premises is taken, and both CITY and TENANT shall thereafter be released from all obligations, including Rent, all of which shall be prorated to the date of termination, except those specified in Section 9.02 of this Lease.

Section 9.02 Condemnation Award.

Any compensation or damages awarded or payable because of the permanent taking of all or any portion of the Premises by eminent domain shall be allocated between CITY and TENANT as follows:

(1) All compensation or damages awarded or payable for the taking by eminent domain of any land that is part of the Premises shall be paid to and be the sole property of CITY free and clear of any claim of TENANT or any person claiming rights to the Premises through or under TENANT.

(2) All compensation or damages awarded or payable which is specifically attributed by the taking party to the "good will" of TENANT'S business shall be paid to and be the sole property of TENANT.

(3) All compensation or damages awarded or payable because of any improvements constructed or located on the portion of the Premises taken by eminent domain where only a portion of the Premises is taken by eminent domain, and TENANT is not entitled to or does not terminate this Lease, shall be applied in the manner specified in Section 9.04 toward the replacement of such improvements with equivalent new improvements on the remaining portions of the Premises.

(4) All compensation or damages awarded or payable because of any improvements constructed or located on the portion of the Premises taken by eminent domain where this Lease is terminated because of the taking by eminent domain, whether all or only a portion of the Premises is taken by eminent domain, shall be allocated between CITY and TENANT as follows:

(a) That percentage of the compensation or damages awarded or payable because of the improvements that equals the percentage of the full term of this Lease that has, at the time of the taking, not expired shall belong to and be the sole property of TENANT.

(b) That percentage of the compensation or damages awarded or payable because of the improvements that equals the percentage of the full term of this Lease that has, at the time of the taking, expired shall belong to and be the sole property of CITY.

(c) The term "time of taking" as used in this Section shall mean 12:01 a.m. of the date that the agency or entity exercising the eminent domain power, takes, title, or the date that it takes physical possession of the portion of the Premises, whichever shall first occur.

(5) Any severance damages awarded or payable because only a portion of the Premises is taken by eminent domain shall be the sole and separate property of CITY.

Section 9.03 Termination for Partial Taking.

Should, during the term of this Lease, title and possession of only a portion of the Premises be taken for any public or quasi-public use under any statute, or by right of eminent domain, TENANT may, at TENANT'S option, terminate this Lease by serving written notice of termination on CITY within ninety (90) days after TENANT has been deprived of actual physical possession of the portion of the Premises taken for such public use. This Lease shall terminate on the first day of the calendar month following the calendar month in which the notice of termination described in this section is served on CITY. On termination of this Lease pursuant to this Article, all subleases and subtenancies in or on the Premises or any portion of the Premises created by TENANT under this Lease shall also terminate and the Premises shall be delivered to CITY free and clear of all such subleases and subtenancies, provided, however, that CITY may, at CITY'S option, by mailing written notice to a subtenant allow any subtenant to attorn to CITY and continue such subtenant's occupancy on the Premises as a TENANT of CITY. On termination of this Lease pursuant to this section, however, both CITY and TENANT shall be released from all obligations under this Lease, except those specified in Section 9.02 of this Lease.

Section 9.04 Rent Abatement for Partial Taking.

Should, during the term of this Lease, title and possession of only a portion of the Premises be taken under the power of eminent domain by any public or quasi-public agency or entity and TENANT does not terminate this Lease, then this Lease shall terminate as to the portion of the Premises taken under eminent domain on the date actual physical possession of the portion taken by eminent domain is taken by the agency or entity exercising the eminent domain power. Furthermore, the Rent payable under this Lease shall, as of that time be reduced in the same proportion of the Premises taken by eminent domain bears to the full value of the Premises at that time; provided however, that TENANT shall make a good faith effort to replace any

improvements or facilities with equivalent new facilities on the remaining portion of the Premises and do all other acts at TENANT'S own cost and expense required by the eminent domain taking to make the remaining portion of the Premises fit for the use specified in this Lease.

Section 9.05 Conveyance in Lieu of Eminent Domain.

A voluntary conveyance by CITY, with the consent of TENANT, of title to all or a portion of the Premises to a public or quasi-public agency or entity in lieu of and under threat by such agency or entity to take the same by eminent domain proceedings shall be considered a taking of title to all or such portion of the Premises under the power of eminent domain subject to the provisions of this Article.

Section 9.06 Temporary Taking.

If the possession of the Premises or any portion thereof should be taken under the power of eminent domain by any public or quasi-public agency or entity for a limited period not extending beyond the term of this Lease, then this Lease shall not terminate (except as provided in this Section 9.06) and TENANT shall continue to perform all its obligations hereunder, except only to the extent that TENANT is prevented from performing such obligations by reason of such taking. TENANT shall be entitled to receive the entire amount of compensation or damages awarded because of such temporary taking. If a temporary taking extends for more than thirty-six (36) months, then TENANT shall have the right to terminate this Lease, and TENANT shall be entitled to receive, out of the compensation or damages awarded because of such temporary taking, the amount that is attributable to the period of time up until the effective date of TENANT'S termination of this Lease.

Article 10 ASSIGNMENT AND SUBLEASING

Section 10.01 No Assignment Without CITY'S Consent.

Except as provided in this Article 10, TENANT shall not assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises without the express written consent of CITY evidenced by resolution first had and obtained. Any assignment or transfer by TENANT without the prior written consent of CITY, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of CITY, terminate this Lease. A consent by CITY to one assignment shall not be deemed to be a

consent to any subsequent assignment of this Lease by TENANT. CITY shall not unreasonably nor arbitrarily withhold its approval to the assignment or transfer of this Lease to an assignee who is financially reliable and qualified to conduct the business for which this Lease was granted. It is mutually agreed that the TENANT'S qualifications are a part of the consideration for granting of this Lease and said party does hereby agree to maintain active control and supervision of the operation conducted on the Premises.

Section 10.02 Change of Ownership as Assignment.

For purposes of this Article 10, the following transactions will be deemed to be assignments or transfers:

(1) If TENANT is a partnership or limited liability company:

(a) A change in ownership effected voluntarily, involuntarily, or by operation of law, within a twelve-month (12-month) period, of twenty-five percent (25%) or more of the partners or members or twenty-five percent (25%) or more of the partnership or membership interests; or

(b) The dissolution of the partnership or limited liability company without its immediate reconstitution.

(2) If TENANT is a closely held corporation (i.e., one whose stock is not publicly held and not traded through an exchange or over the counter):

(a) The sale or other transfer, within a twelve-month (12-month) period, of more than an aggregate of twenty-five percent (25%) of the voting shares of TENANT (other than to immediate family members by reason of gift or death); or

(b) The dissolution, merger, consolidation, or other reorganization of TENANT.

Section 10.03 Application for Assignment.

A condition of an assignment shall be that TENANT shall file with the CITY an application to assign the leasehold prepared by the prospective assignee. Concurrently with filing the application, TENANT shall pay a reasonable fee associated with the cost of processing said application, in cash or certified or cashier's check to enable CITY adequately to investigate the proposed assignee's qualifications as a permitted assignee. CITY shall not be required to account for the use of the sum paid. If the proposed assignee's net worth on the date of assignment is not sufficient to reasonably guarantee successful operation of the Premises in

compliance with all applicable CITY, County, State and federal requirements, CITY may withhold approval of the assignment or condition it upon TENANT'S guarantee of such assignee's obligations hereunder for such period as CITY deems advisable. Net worth shall mean the amount by which the total of all assets shall exceed the total of all liabilities as determined in accordance with general accepted accounting principles as approved by CITY'S auditor, or other authorized representative or agent.

Section 10.04 Probate Transfer of Assignment.

If TENANT is an individual, nothing herein contained will prevent the transfer of this Lease by will, or by operation of law under the intestacy provisions of the California Probate Code as it may be amended from time to time. Probate sale of the leasehold interest will not be permitted without the consent of the CITY, evidenced by resolution, first had and obtained.

Section 10.05 No Sublease Without CITY'S Consent.

TENANT shall not sublease the whole nor any part of the Premises, or license, permit, or otherwise allow any other person (the employees of TENANT excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of CITY's Harbor Director, or any future successor to the duties of the City's Harbor Director. A consent to one subletting, occupation, licensing or use shall not be deemed to be a consent to any subsequent subletting, occupation, licensing or use by another person. Any sublease or license without CITY'S written consent shall be void, and shall at CITY'S option, terminate this Lease. CITY shall not unreasonably nor arbitrarily withhold its consent to sublet to one who is qualified and financially reliable. CITY'S consent to any occupation, use, or licensing shall be in CITY'S sole and absolute discretion. Notwithstanding any provisions herein to the contrary, the terms "assignment," "subletting," "occupation," or "use," shall not be construed or interpreted to mean or include the temporary, short term renting or leasing of boat slips, motel, hotel, or apartment accommodations on the premises.

Section 10.06 Subtenant Subject to Lease Terms.

Any and all subleases shall be expressly made subject to all the terms, covenants, and conditions of this Lease. In no event shall the term of any sublease extend beyond the term of this Lease. Subject to Section 10.09, termination of this Lease prior to the expiration of this Lease term shall also terminate any and all subleases. A breach of the terms of this Lease by a subtenant shall constitute a breach on the part of TENANT and shall subject both the subtenant and TENANT to all the remedies provided to CITY herein and by law. Failure by any subtenant

to report Gross Sales or to pay Percentage Rent due from subtenant shall constitute a breach of this lease. TENANT hereby agrees to and does guarantee payment of such Percentage Rent due by a subtenant under the terms of this lease.

Section 10.07 Consent Form Agreement.

Prior to any consent by CITY to any sublease hereof, TENANT shall cause to be executed between TENANT and any subtenant an agreement making the CITY a third party beneficiary, in a form acceptable to CITY, whereby the subtenant agrees to be bound by all of the terms, covenants and conditions of this Lease. Further, it is agreed by TENANT that any default by the subtenant of any of the terms, covenants and conditions of this Lease shall be deemed to be violations by TENANT of this Lease and that all remedies of CITY for such violation, including termination of this Lease, shall immediately be enforceable by CITY against TENANT. TENANT shall apply any and all monies received from any subtenant first to the payment of obligations of the subtenant to CITY.

Section 10.08 TENANT and Guarantor Remain Liable.

Prior to approval by CITY to any sublease hereof, TENANT shall agree to be primarily and jointly and severally liable to CITY for all obligations due CITY by any subtenant, including the payment of rents, and TENANT shall agree that CITY may proceed directly against TENANT for any obligation owing CITY by the subtenant. If this Lease is guaranteed, neither the sublease nor CITY'S approval thereof shall release the guarantor from its obligations pursuant to the guaranty.

Section 10.09 Nondisturbance.

On the terms set forth below, CITY may enter into agreements with subtenants providing that in the event of any termination of this Lease prior to the expiration date, CITY will not terminate or otherwise disturb the rights of the subtenant under such sublease, but will instead honor such sublease as if such agreement had been entered into directly between Landlord and such subtenant, conditioned upon such subtenant's agreement to attorn to Landlord and full performance of all obligations under the sublease in question ("Non-Disturbance Agreement"). CITY agrees to execute a Non-Disturbance Agreement in connection with a particular sublease provided that Tenant provides CITY with a copy of the sublease, and the Non-Disturbance Agreement is customary in form and substance and otherwise reasonably acceptable to CITY.

Article 11 DEFAULT AND TERMINATION

Section 11.01 Abandonment by TENANT.

Should TENANT breach this Lease and abandon all or any part of the Premises prior to the scheduled expiration of the term of this Lease, CITY may continue this Lease in effect by not terminating TENANT'S right to possession of the Premises, in which event CITY shall be entitled to enforce all CITY'S rights and remedies under this Lease including the right to recover the Rent specified in this Lease as it becomes due under this Lease.

Section 11.02 Termination for Breach by TENANT.

All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to TENANT. Should TENANT fail to perform any covenant, condition, or agreement contained in this Lease, except for payment of any Rent or other monetary amount due, and such failure is not cured within thirty (30) days after written notice thereof is served on TENANT, then CITY may terminate this Lease immediately, and in the event of such termination, TENANT shall have no further rights hereunder and TENANT shall thereupon forthwith remove from the Premises and shall have no further right or claim thereto and CITY shall immediately thereupon have the right to re-enter and take possession of the Premises, subject only to appropriate legal process.

Section 11.03 Termination for Failure to Pay Rent.

If any payment of Rent is not made as herein provided and such failure to pay is not cured within three (3) days after written notice thereof is served on the TENANT, CITY shall have the option to immediately terminate this Lease; and in the event of such termination, TENANT shall have no further right or claim thereto and CITY shall immediately thereupon have the right to re-enter and take possession of the Premises, subject only to appropriate legal process.

Section 11.04 Lender May Cure Default.

CITY shall afford the Lender under any Leasehold Encumbrance of record with CITY the right to cure any default by TENANT of the covenants, conditions, or agreements hereof, as provided in Article 5 of this Lease.

Section 11.05 Attorneys' Fees.

In the event the CITY finds it necessary to retain an attorney in connection with the default by the TENANT or enforcement of any of the terms, conditions, and covenants of this Lease, even though litigation is not instituted, TENANT shall pay to CITY its reasonable attorneys' fees. Non-payment of attorneys' fees by TENANT within three (3) days after written notice is served on TENANT shall give rise to an independent legal action by CITY to collect same. If CITY is successful in such legal action, CITY shall also be entitled to attorney fees and costs for the collection action. To the extent that CITY is represented by the City Attorney, a reasonable sum for such attorneys' services will be included as attorneys' fees.

Section 11.06 Damages for Breach.

Should TENANT default in the performance of any covenant, condition or agreement contained in this Lease and the default be incurable or not be cured within the time period set forth hereinabove, then CITY may terminate this Lease and:

- (1) Bring an action to recover from TENANT:
 - (a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease;
 - (b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that TENANT proves could have been reasonably avoided;
 - (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that TENANT proves could be reasonably avoided; and
 - (d) Any other amount necessary to compensate CITY for all detriment proximately caused by TENANT'S failure to perform its obligations under this Lease; and
- (2) Bring an action, in addition to or in lieu of the action described in subparagraph (1) of this Section, to re-enter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

Section 11.07 Cumulative Remedies.

The remedies available to CITY in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

Section 11.08 Waiver of Breach.

The waiver by CITY of any breach by TENANT of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by TENANT either of the same or a different provision of this Lease.

Section 11.09 Surrender of Premises.

On expiration or sooner termination of this Lease, TENANT shall surrender the Premises, and, subject to Section 4.04, all improvements in or on the Premises, and all facilities in any way appertaining to the Premises, to CITY in good, safe, and clean condition, reasonable wear and tear excepted.

Article 12 MISCELLANEOUS

Section 12.01 Attorneys' Fees.

Should any litigation be commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation thereto, the party, CITY or TENANT, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorneys' fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose. The "prevailing" party shall mean the party who obtains substantially the relief sought by that party. To the extent that CITY is represented by the CITY Attorney, a reasonable sum for such attorneys' services will be included as attorneys' fees.

Section 12.02 Notices.

Any and all notice or demands by or from CITY to TENANT, or TENANT to CITY, shall be in writing. They shall be served either personally, or by registered or certified mail. Any notice or demand to CITY may be given to:

Harbor Director
1275 Embarcadero
Morro Bay, California 93442

with a copy to:

City Manager of the City of Morro Bay
City Hall
595 Harbor Street
Morro Bay, CA 93442

Any notice or demand to TENANT may be given at:

Smith Held, Trustee
Smith W and Hannah W Held Family Trust
PO Box 225
Cayucos, CA 93430-0225

Such addresses may be changed by written notice by either party to the other party.

Section 12.03 Governing Law and Jurisdiction.

This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Lease or any decision concerning this Lease arises. CITY and TENANT consent to exclusive personal and subject matter jurisdiction in the Superior Court of the State of California in and for the county where the Premises are located, and each party waives any claim that such court is not a convenient forum. Each party hereby specifically waives the provisions of California Code of Civil Procedure Section 394, and any successor statute thereto.

Section 12.04 Binding on Successors.

Subject to the provisions herein relating to assignment and subletting each and all of the terms, conditions, and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of any and all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

Section 12.05 Partial Invalidity.

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

Section 12.06 Sole and Only Agreement.

This Lease, including all exhibits incorporated by reference, constitutes the sole and only agreement between CITY and TENANT respecting the Premises and the leasing of the Premises to TENANT. Any other agreements or representations respecting the Premises and their leasing to TENANT by CITY, which are not expressly set forth in this Lease, are null and void. The lease terms herein specified correctly set forth the obligations of CITY and TENANT as of the date of this Lease. No modification, amendment, or alteration of this Lease shall be valid unless it is in writing and signed by both parties.

Section 12.07 Modification.

This agreement shall not be modified except pursuant to a written agreement executed by the MAYOR and CITY CLERK pursuant to prior CITY Council approval. Notwithstanding CITY Council approval, no agreement shall become effective until such agreement is in fact executed by the MAYOR and CITY CLERK. TENANT understands that this agreement may not be modified by oral statements by any person representing the CITY including the MAYOR and CITY CLERK. TENANT specifically agrees not to rely on oral statements, purported oral waivers, or purported oral modifications and agrees not to rely upon purported written modifications unless they meet the requirements of this paragraph and are approved in writing pursuant to formal City Council action and a subsequent written modification signed by the MAYOR and CITY CLERK. If the title of any person authorized to act for CITY under this Lease shall be changed during the term of this Lease, then the person who succeeds to substantially the same responsibilities with respect to the CITY shall have the authority to act for CITY under this Lease.

Section 12.08 Time of Essence.

Time is expressly declared to be the essence of this Lease.

Section 12.09 Memorandum of Lease for Recording.

CITY and TENANT shall, at the request of either at any time during the term of this Lease, execute a memorandum or "short form" of this Lease, which shall describe the parties, set forth a description of the leased premises, specify the term of this Lease, and incorporate this Lease by reference.

Article 13 SPECIAL PROVISIONS PECULIAR TO THIS LEASE SITE

The following provisions apply to this Lease site only:

Section 13.01 Rescission of Old Lease.

CITY and TENANT understand and agree that this lease rescinds and revokes the previous lease between CITY and TENANT more particularly described as that certain lease originally made to Mildred Graham Dennis and dated July 1, 1987 for said Premises, including all amendments made thereto.

Section 13.02 Construction of Landside and Waterside Improvements.

CITY and TENANT agree that TENANT will construct all land and water improvements to the premises as outlined in CUP #UPO-342 and valued at a minimum of \$981,000. Failure to complete said improvements and to comply with all conditions of said CUP as evidenced by a final building permit inspection as required by the City of Morro Bay, in addition to providing proof of expenses as evidenced by copies of invoices by the proscribed timeline shall be a material default of the Lease Agreement and subject to any remedies outlined in Article 11 herein, including termination of the Lease.

CITY and TENANT further agree that TENANT shall construct additional floating docks in the western extremity of Lease Site 96W. Upon TENANT obtaining City Council Concept approval to construct the additional docks, the CITY shall adjust the Lease Site lines so that Lease Site 95W incorporates the western extremity of Lease Site 96W at a line beginning immediately westward of the current deck area in Lease Site 96W. Said floating docks will attach to and share the gangway access with the floating docks proposed in Lease Site 95W, and valued at a minimum of \$100,000. Refer to Exhibit A, Copy of Parcel Map. If feasible, said floating docks will be incorporated into CUP #UPO-342, otherwise a new permit process may be pursued. Failure to complete said additional floating docks as evidenced by a final building permit inspection as required by the City of Morro Bay, in addition to providing proof of expenses as evidenced by copies of invoices by the proscribed timeline shall be a material default of the Lease Agreement and subject to any remedies outlined in Article 11 herein, including termination of the Lease.

TENANT acknowledges that construction of TENANT'S proposed improvements of the Premises under said CUP requires, but may not be limited to, obtaining a permit from the California Coastal Commission, a City Precise Plan, and a City Building Permit. It is the

TENANT'S obligation to fully investigate the issues and costs in obtaining these permits. Failure to obtain any and all required permits and approvals for said construction shall not be a reason for failure to comply with this Section. TENANT further acknowledges that said CUP and construction of TENANT'S improvements may require repair or replacement of all or portions of the docks, existing buildings, revetments, access ways, sidewalks, drainage systems and other current improvements on the Premises to the standards of the City Engineer and TENANT agrees to meet these standards through review and revision of final Building Plans prior to issuance of a Building Permit for the construction of improvements on the Premises.

TENANT further agrees to:

- A. Obtain Precise Plan approval of CUP #UPO-342 no later than July 1, 2014;
- B. Commence construction of the sidewalk, light standard on Harbor Street, parking space re-stripping, awning and two new posts as per UPO-342 no later than November 1, 2014;
- C. Commence construction of the new retail unit, Harbor Walk, view deck, restrooms and glass court area as per UPO-342 no later than November 1, 2015;
- D. Commence construction of the floating docks as per UPO-342 and additional floating docks to the westward of Lease Site 96W no later than November 1, 2016.
- E. Completion of all phases of construction shall be completed no later than May 31, 2017 as evidenced by Final Inspection/Occupancy approval by CITY.

During construction of improvements, TENANT shall take all measures to:

- A. Avoid any pollution of the atmosphere or littering of land or water by or originating in or about the Premises or caused by TENANT'S construction activities;
- B. Keep the noise level on the Premises to a minimum so that persons in the neighborhood will be able to comfortably enjoy business and facilities in the area;
- C. Prevent any pollutants, including but not limited to petroleum products, from entering Morro Bay waters;
- D. Avoid negative impacts on surrounding businesses;
- E. Prohibit storage of materials or equipment on public property and avoid parking or traffic delays or impairment without prior consent of CITY.

F. Keep the construction site in a slightly, orderly, and safe manner at all times.

Section 13.03 Public Restrooms.

Restrooms to be completed in CUP #UPO-342 shall be made available to the public during business hours and TENANT shall maintain signage in prominent locations, which clearly identifies that the restrooms are available to the general public. In the case of a dispute over location and design of signage, the Harbor Director may designate two locations for “public restroom” signs of a type and size to be determined by the CITY. Furthermore, said restrooms shall be made available after business hours to slipholders on TENANT’S Lease Site.

EXECUTED on _____, 20____, at _____,
_____ County, California.

CITY OF MORRO BAY

TENANT

Smith W Held and Hannah W Held
doing business as The Held Family Trust and
Smith W Held and Hannah W Held Family
Trust

Jamie L. Irons, MAYOR

By: _____
Smith W Held

By: _____
Hannah W Held

APPROVED AS TO FORM:

Robert Shultz, CITY ATTORNEY

ATTEST:

Jamie Boucher, CITY CLERK

EXHIBIT A
COPY OF PARCEL MAP

EXHIBIT B
CITY OF MORRO BAY

595 Harbor St.
Morro Bay, CA 93442
(805) 772-6200
FAX (805) 772-7329

**INSURANCE REQUIREMENTS FOR LESSEES
(NO AUTO RISKS)**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees).
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

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

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City **before** use of City premises. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Sub-lessee Lessee shall include all sub-lessees as insureds under its policies or shall furnish separate certificates and endorsements for each sub-lessee. All coverages for sub-lessees shall be subject to all of the requirements stated herein.

Reproduction of Insurance Services Office, Inc. Form

INSURER: ISO Form CG 20 11 11 85 (Modified)
POLICY NUMBER: Commercial General Liability
ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured): City of Morro Bay
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the schedule.

Modifications to ISO form CG 20 11 11 85:

1. The Insured scheduled above includes the Insured's elected or appointed officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the Insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

Signature-Authorized Representative

Address

EXHIBIT C

PERCENTAGE RENTAL

		% GROSS SALES
FOOD SERVICE:	Restaurant, Dining Room	3
	Snack Bar, Delicatessen	5
	Fast Food, Convenience Food	5
	Bar/Lounge, Beer & Wine Sales	5
RETAIL & RENTAL SALES & SERVICE:		5
MOORINGS, TIES & SLIPS:	Pier/Fixed Piles	10
	Pier/Floating	10
ALL OTHER USES:		5

NOTE 1 Percentage rental in all categories will be reduced by 2% during Fiscal Years 2014/2015, 2015/2016, and 2016/2017, or until Final Inspection/Occupancy is attained for all three phases of construction under CUP #UPO-342, whichever comes first, to account for negative impacts during construction.

NOTE 2 Percentage rental for slips/docks to be 0% until July 1, 2021, at which time it will commence to the stated amount.

Percentage Rental is to be based on the gross amounts received from any and all sources of income derived from the lease site



AGENDA NO: A-5

MEETING DATE: 03/12/13

Staff Report

TO: Honorable Mayor and City Council **DATE:** March 4, 2013
FROM: Susan Slayton, Administrative Services Director
SUBJECT: Approval of the 2013/14 Budget Calendar

RECOMMENDATION:

Staff recommends that the City Council review the budget calendar, and make any necessary changes.

SUMMARY:

The budget calendar is presented for City Council approval. Please review the calendar and make any necessary changes.

<u>Worksheets due to Departments</u>	<u>March 11</u>
<u>Revenue and expenditure estimates due to Finance</u>	<u>March 29</u>
<u>Preliminary budget to City Manager</u>	<u>April 12</u>
<u>Preliminary budget to City Council</u>	<u>April 26</u>
<u>Budget Workshop</u>	<u>May 22</u>
<u>Budget Workshop</u>	<u>June 12</u>
<u>Adopt 2013/14 Budget</u>	<u>June 25</u>

Prepared By:

Dept Review: _____

City Manager Review: _____

City Attorney Review: _____



AGENDA NO: A-6

MEETING DATE: March 12, 2013

Staff Report

TO: Honorable Mayor and City Council **DATE:** March 5, 2013
FROM: Joseph M. Woods, Recreation and Parks Director
SUBJECT: Status Report on the Utilization of Big Belly Garbage Receptacles at the Morro Rock Parking Lot

RECOMMENDATION

Review the installation status of Big Belly Solar Powered Trash Compactors at the Morro Rock parking lot.

FISCAL IMPACT

This report is a progress report and offers no financial impact.

SUMMARY

The previous solid waste receptacles at the Rock parking lot were inadequate to meet the demands of high volume visitors during summer and holiday seasons. The old receptacles were replaced in September 2012 with solar powered trash compactors. These more efficient and effective receptacles have assisted the City in providing trash service to the community, reduced fixed expenses related to solid waste collection service, and greatly hinders wildlife infiltration. While the current number of new receptacles at the Rock parking lot and restroom appear to be adequate at this time, the previous units were replaced during the winter months and as such, are not reflective of high volume summer usage. Staff will continue to monitor the situation during the upcoming summer season.

BACKGROUND

The Morro Rock parking lot experiences heavy visitor traffic during the summer months as well as on holiday weekends. During these times, the City's solid waste management program is challenged due to the volume of generated trash. Previously available resources consisted of single user trash receptacles which have proven to be less efficient due to age and access by scavenging birds and squirrels. Increasing the current waste pick up schedule to include Sunday service has been part of the solution with the remaining part being the replacement of the standard receptacle design with a more efficient design to facilitate user needs, reduce service and prevent wildlife infiltration.

Prepared By: JMW

Dept Review: JMW

City Manager Review: _____

City Attorney Review: _____

DISCUSSION

On July 10, 2012, City Council directed staff to purchase five solar powered trash receptacles and replace sixteen standard receptacles at the Morro Rock parking lot and restroom. One of the new units was placed outside of the restroom, with the remaining four units placed on concrete pads which are evenly distributed along the riprap. The new units appear to be well received by the public, and thankfully, not so well received by the seagulls.

Additionally, staff has contacted our local Morro Bay Garbage representative to inquire about any concerns or issues with the new receptacles. They reported having no significant concerns at this time. As stated in our agreement, the City has service to fifteen trash receptacles at no charge. The elimination of eleven receptacles has allowed staff to rededicate the "no charge units" to other locations. The cost savings by eliminating units will be applied to the capital investment of the new units with a payback based on the current agreement conditions and rates.

Sponsorship programs could still be developed to provide capital reimbursements for the initial purchase costs of the compacting units and/or annual revenue to offset the City's solid waste service costs. Sponsorship possibilities include third party entities advertising their company's services and/or products either on the side ad panel, or directly on the unit via silk screen, decal or wrap. Any trash receptacle used for the purpose of advertising may be subject to the City's sign ordinance which would require further review.

CONCLUSION

The previous solid waste receptacles at the Rock parking lot were inadequate to meet the demands of high volume visitors during summer and holiday seasons. The more efficient and effective, solar powered trash compactors, have assisted the City in providing trash service to the community, reduced fixed expenses related to solid waste collection service, and greatly hindered wildlife infiltration. The current number of new receptacles at the Rock parking lot and restroom appears to be adequate. However, the replacement with the new units occurred during the winter months and is not reflective of high volume summer usage. Staff will continue to monitor the situation during the upcoming summer season.



AGENDA NO: A-7

MEETING DATE: March 12, 2013

Staff Report

TO: Honorable Mayor and City Council

DATE: March 4, 2013

FROM: Robert Schultz, City Attorney

SUBJECT: Discussion on the Status of the Sale of City-Owned Property at the Southeast Corner of Coral Avenue and San Jacinto Street, and Authorization for Staff to Solicit a Request for Proposals for Real Estate Contract Services to Assist in the Sale of the Property.

RECOMMENDATION:

Authorize staff to solicit proposals for real estate contract services to assist in the sale of City-owned property located at the southeast corner (SEC) of Coral Avenue and San Jacinto Street. The Request for Proposals is attached hereto.

FISCAL IMPACT:

None at this time.

DISCUSSION:

The City obtained ownership of the property at SEC Coral Avenue and San Jacinto Street in September 1996. At the time of the dedication, the property was a possible site for an additional fire station. In 2005, the City Council determined that alternative sites were better suited for a fire station. Therefore, pursuant to Resolution 30-05, the City Council authorized the sale of the City-owned property at SEC Coral Avenue and San Jacinto Street. The City tried to market the property for sale on its own but received no acceptable offers. In 2008, the City contracted with Morro Bay Realty to represent the City in marketing and negotiating the property. Unfortunately, the City again received no acceptable offers.

CONCLUSION:

It is Staff's recommendation that the City Council again direct Staff to issue the attached Request for Proposals for real estate contract services for the sale of City-owned property located at the SEC of Coral Avenue and San Jacinto Street. Hopefully, the real estate market has improved and with the help of a real estate company, the City will be able to find a buyer for the property at an acceptable price.

Prepared By: _____ Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

Page 1 of 1



City of Morro Bay

Morro Bay, CA 93442 • 805-772-6200

CITY OF MORRO BAY REQUEST FOR PROPOSALS REAL ESTATE BROKER SERVICE

I. PURPOSE OF REQUEST.

The City of Morro Bay, California (“City”) is requesting proposals for the purpose of selecting a Real Estate Broker to represent City in marketing and negotiating assigned real estate properties, and potentially provide other real estate related services as requested. The City’s needs are outlined in the following Request for Proposals (“RFP”).

II. TIME SCHEDULE.

The City intends to comply with the following general timetable, which should result in the selection of a firm by May 8, 2013.

Issue RFP	March 15, 2013
Deadline for Submittal of Proposals	April 5, 2013
Interview Finalists	April 24, 2013
Award Contract.....	May 8, 2013

III. INSTRUCTIONS TO PROPOSERS.

1. All proposals should be sent to:

Robert Schultz
 City of Morro Bay
 595 Harbor Street
 Morro Bay, CA 93442
 (805) 772-6568

2. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: “RFP – RE Broker.”

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
870 Morro Bay Boulevard

PUBLIC SERVICES
955 Shasta Avenue

RECREATION & PARKS
1001 Kennedy Way

3. All proposals must be received by 5:00 p.m. on April 5, 2013. Three (3) copies of the RFP must be presented. No fax, verbal or e-mail proposals will be accepted.
4. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Use of recycled paper for requests and any printed or photocopied material is desirable whenever practicable. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable.
5. **Subject Property.** The City obtained ownership of the property at SEC Coral/San Jacinto Street in September 1996. At the time of the dedication, the property was a possible site for an additional fire station. In 2005, the City Council determined that alternative sites were better suited for a fire station. Therefore, pursuant to Resolution 30-05, the City Council authorized the sale of the City-owned property at SEC Coral/San Jacinto Street. The City received a few unacceptable bids for the property. In 2006, the City Council decided to subdivide the property to maximize its value. The property is approximately one acre that has received subdivision approval for 6 one-story SFR Home sites from the City and the Coastal Commission. The planned lots are all over 6000 sq. ft. After the subdivision map was approved in 2007, the City relisted the property for \$2.4 million dollars. To date, the City has received no offers for the property. The City plans to use the proceeds from the sale of the Subject Property to reduce the debt service for construction costs associated with the second phase of the fire station.
6. **Proposal Contents.** At a minimum, the proposal shall provide the following information:
 - A. The name, structure, and specific local market experience of the company.
 - B. The names, qualifications, and specific local market experience of each principal individual (the "Principal") who will be working on the City's account and his/her area of responsibility in servicing the account, including administering and fulfilling the Morro Bay contract, listing and marketing City properties, and maintaining primary contact with the City.
 - C. A marketing plan outline, target price, and proposed launch schedule for the Subject Property. Explain the rationale behind the proposed plan.
 - D. Comparative results of past sales. Provide at least 4 past sales examples for which the Principal is the Listing agent/broker. The examples should be one each from listings sold in the years of 2009, 2010, 2011, and 2012. For each example, provide a description of the property, relevant sales information, and how long the property had been listed with the Principal(s) prior to being sold. Sales information should include at a minimum: price, date, property address, land area, any payment terms if applicable, and any revenue streams from the property at the time sold.
 - E. Proposed compensation structure and method, using the Subject Property as example. Please specify any services you propose to offer that are not included in the proposed commission structure and the rates and basis for such additional services.

- F. Terms/conditions for the City to terminate an active listing.
- G. General market research information that will be available to the City.
- H. Information on other optional real estate consultant services available from the Firm, including appraisal, property management, and/or special market research assistances. Identify proposed compensation method/fee structure for each service where applicable.
- I. Three references.

IV. SELECTION CRITERIA.

<u>Criteria</u>	<u>Weight</u>
1. Cost: Commission structure for purchase and/or sale of properties. While Proposers are requested to provide fee structure for other optional real estate consultation services, it will not be included in the cost.	50%
2. Experience: Demonstrated real estate experience and history of achieving highest and best sales results among its peers.	40%
3. Marketing resource: Demonstrated resources and ability to effectively market City properties to the widest and largest potential buyers.	10%
Total Criteria Weight	100%

V. TERMS AND CONDITIONS.

- 1. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- 2. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- 3. The City reserves the right to award any contract to the next most qualified proposer if it cannot reach an agreement with the successful proposer within thirty (30) days after selection.
- 4. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer for a period of ninety (90) days to provide the services described to the City, or until one or more of the proposals have been approved by the City, whichever occurs first.
- 5. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. The City reserves the

right to reject any proposed agreement or contract that does not substantially conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.

6. The City shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFP.

VI. SERVICES REQUESTED.

This is a request for non-exclusive broker service. The City may, at its sole discretion, assign any properties/transactions to any other Firms or Brokers without prior notice.

1. Represent the City's interests in purchase and sale of assigned properties when requested.
2. Develop and implement marketing strategies for assigned properties to yield the highest financial benefits for the City.
3. Provide a monthly report to the assigned staff contact about current/new marketing efforts, contacts/leads, and other developments when there are active property listings.
4. Maintain timely telephone and/or e-mail contact with the assigned staff when there are active transactions and/or interest.
5. Provide general market information when requested while representing the City in active acquisitions or sales.
6. Attend staff and/or council meetings to provide progress updates when requested.

VII. COMPENSATION.

Compensation will be determined by the final negotiated agreement. Payment by the City for consultant services will be made only after the services have been performed and an itemized billing statement has been submitted in the form specified by the City and approved by the appropriate City representative, which statement shall specifically set forth the services performed, the name(s) of the person(s) performing such services, and the hourly labor charge rate for such person(s). Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

RESOLUTION NO. 20-13

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY
SUPPORTING THE DEVELOPMENT OF A PUBLIC BIKE PARK
WITHIN THE CITY LIMITS**

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

WHEREAS, the Recreation and Parks Department operated a BMX bike track at 220 Atascadero Road from 2000 to 2005; and

WHEREAS, the real property at 220 Atascadero Road was sold to a private party by voluntary sale on April 15, 2005; and

WHEREAS, the bike track was subsequently removed by the new owner and replaced with an RV Park; and

WHEREAS, the citizens of Morro Bay expressed interest during public comment at the February 26, 2013 City Council meeting to establish a bike park on public land within the city limits of Morro Bay; and

WHEREAS, said interested citizens presented available resources to establish and operate a bike park within City limits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay to support the establishment, development, and operation of a bike park on City property for public use.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held this 12th day of March, 2013 by the following roll call vote:

AYES:

NOES:

ABSENT:

JAMIE IRONS, MAYOR

ATTEST:

JAMIE BOUCHER, CITY CLERK

**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY
DECLARING APRIL 2013 AS
“AUTISM AWARENESS MONTH”**

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

WHEREAS, autism is a complex neurobiological disorder that typically lasts throughout a person’s lifetime. It is part of a group of disorders known as autism spectrum disorders (ASDs); and

WHEREAS, autism affects all persons regardless of race, religion, socio-economic status or geography; and

WHEREAS, the incidence of autism in San Luis Obispo County reflects the national rate of 1 in 110, with rates appearing to have increased similarly around the globe; and

WHEREAS, a child is diagnosed with autism every 20 minutes; and

WHEREAS, ASDs are the fastest growing serious developmental disability, making these disorders more common than pediatric cancer, diabetes, and AIDS combined; and

WHEREAS, many are not adequately informed about ASDs and the value and importance of early identification, assessment, and treatment of these disorders; and

WHEREAS, individuals with ASDs and their families face tremendous and overwhelming challenges in accessing and navigating the complex programs and services for these disorders; and

WHEREAS, parents and family members have made invaluable contributions through their commitment, caring, and advocacy to important advances in research, education, and treatment for individuals with ASDs; and

WHEREAS, individuals with ASDs are valuable and talented citizens; and

WHEREAS, the Central Coast Autism Spectrum Center will celebrate Autism Awareness Month in April 2013; and

WHEREAS, the Central Coast Autism Spectrum Center will celebrate Autism Awareness Month at the WALK for Autism and Autism Awareness Fair on April 28, 2013 in Mission Plaza; and

WHEREAS, Autism Awareness Month and The WALK for Autism and Autism Awareness Fair help to increase and develop knowledge of autism, and are of paramount importance in creating an empathetic and compassionate citizenry.

NOW, THEREFORE, BE IT RESOLVED, that the Central Coast Autism Spectrum Center in cooperation with the City of Morro Bay, affirms its commitment to the important issues described in this resolution by declaring April 2013 as Autism Awareness Month and emphasizes that every individual with an ASD is a valued and important member of our society; and

BE IT FURTHER RESOLVED, that the City of Morro Bay recognizes and commends the talents, abilities and contributions of the individuals in our community diagnosed with ASDs; and

BE IT FURTHER RESOLVED, that the City of Morro Bay recognizes and commends the parents and relatives of individuals with ASDs, the professionals that provide valued services, and the Central Coast Autism Spectrum Center, for their sacrifice and dedication in providing for the special needs of individuals with ASDs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morro Bay does hereby declare April 2013 as “**Autism Awareness Month**”.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
seal of the City of Morro Bay to be
affixed this 12th day of March, 2013

Jamie L. Irons, Mayor
City of Morro Bay, California



AGENDA NO: C-1

MEETING DATE: 03/12/13

Staff Report

TO: Honorable Mayor and City Council **DATE:** March 4, 2013

FROM: Susan Slayton, Administrative Services Director

SUBJECT: Resolution No. 15-13 Adopting the Mid-Year Budget Amendments

RECOMMENDATION:

Staff recommends that Council adopt Resolution No. 15-13, authorizing the budget amendments, as revised at this meeting, and accept the Measure Q Committee's recommendations, less \$11,800 for the Police Communications project.

FISCAL IMPACT:

Revenue amendments:

General Fund	\$	191,341
Measure Q Fund		36,000
Sewer Equipment Replacement Fund		20,000
Harbor Operating Fund		8,400
Harbor Capital Projects Fund		<u>5,000</u>
Total Revenue amendments	\$	260,741

Expenditure amendments:

General Fund	\$	170,450
District Transaction "Meas Q" Fund		49,500
Sewer Accumulation Fund		20,000
Harbor Equipment Replacement Fund		12,000
Harbor Capital Projects Fund		5,000
Harbor Accumulation Fund		<u>5,000</u>
Total Expenditure amendments		261,950

Prepared by: _____ Dept Review: _____

City Manager Review: _____

City Attorney Review: _____

SUMMARY:

The 2012/13 mid-year budget amendment requests, as summarized above, are being brought back to you along with the budget performance reports for December 31, 2012. The changes made to this report are as follows: 1) reduction of the Property Tax Administration Fee (\$24,000); 2) addition of a City Council Contingency (\$30,000); and 3) reduction to the Visitors Center budget based on the contract with the Tourism Bureau (\$25,000). Staff recommends that Council review the requested amendments, and adopt Resolution No. 15-13, with any revisions made at this meeting. Additionally, Council needs to accept the Measure Q Committee's recommendation to reallocate Storm Drain carryover funds in the amount of \$445,000 to Street Paving, and allocate the unbudgeted excess funds of \$166,000, less the \$11,800 for the Communications project, to Street Paving.

DISCUSSION:

The requested budget amendments are presented herewith including a description justifying each request. Separately provided are December 31, 2012 budget performance reports for all budgeted funds.

The overall economy continues to improve, although that improvement is slight and gradual. Morro Bay's economy is slowly improving, but doing well when compared to other areas in the county, state and nation.

The General Fund's performance is as anticipated. Some one time money has not shown up, which explains the low revenue percentage (44% - see Page 5). An example of this is the franchise money that arrives in March and April. Transient Occupancy Tax (TOT) is always a full month behind, so the December report actually has only TOT for July through November. Another big issue with revenues is timing. State agencies are keeping their money to earn as much interest as possible before releasing it. The COPS grant in the SLESF Fund 282 is now being released quarterly, instead of one lump sum in October.

Expenditures are also subject to timing, although the volatility is not as great as with revenues. Some expenditures are made at the beginning of the year, so an expenditure account may have 80% spent, but will not incur further expenditures at the same rate. Or like Recreation and Parks expenditures, purchases are made based on activities planned. As of December 31, 2012, the General Fund had expended 64% of its budget (see Page 23). This excess is due to spending for items that were not anticipated, primarily retirements.

REQUESTED AMENDMENTS - REVENUE:

Adjustments being made to the General Fund are in the property tax administrative fee and in lieu budgets, based on actual information provide by the County of San Luis Obispo Tax Collector's office. Newly added to this report is the Property Tax Administrative Fee reduction, as the County was charging it incorrectly based not only on property taxes, but the property tax in-lieu as well. The In-Lieu VLF budget is being reduced by \$5,079 and the In-Lieu Sales budget is being increased by \$8,820, based on actual amounts provided by the County. Also, the Transient Occupancy Tax budget is being increased by \$95,000, while the Cable TV Franchise fee is being reduced by \$11,000, both adjusting to actual performance. Finally, a cash transfer into the General Fund from Risk Management is being requested to pay for the retirement costs that were not anticipated in the budget for vacation payouts and service retirement incentives. These costs amounted to \$79,600.

Please see Attachment “A,” Page 1, for the full report on these revenue amendments.

On Attachment “B,” the District Transaction Tax “Measure Q” is being increased by \$36,000, based the recommendation of our consultant, Hinderliter, de Llamas and Associates (HdL). The upswing in the economy, primarily in car sales, is causing this estimate to be revised up.

On Attachment “C,” there is a request to increase the Transfer In to the Sewer Equipment Replacement Fund by \$20,000 to cover the cost of the utility truck purchase that was approved with the 2012/13 annual budget. Preliminary estimates indicate that the original, approved \$50,000 budget will not be enough. Any funds remaining after the purchase will be set aside in that fund for the eventual replacement of the Hydrovac.

Also, the Harbor Operating Fund is requesting an adjustment to increase miscellaneous revenues by \$8,400 for a lease agreement with the Coast Guard for use of our storage shed next to the Fisherman’s Gear Storage area. Finally, the Harbor Capital Projects Fund is requesting an additional transfer in from the Accumulation Fund in the amount of \$5,000 to cover extra repairs to the storage shed on Coleman Drive. The current door on that storage shed is too low to move boats in and out, and staff will be using this money to replace the existing door with a roll up one.

REQUESTED AMENDMENTS – EXPENDITURES:

Expenditure amendments in the amount of \$170,450 are requested by various departments as detailed on Attachment “A,” Page 2. The majority of these (\$79,600) are costs related to retirements, such as accrued leave payouts and service incentives. The remaining amounts are related to items that were not budgeted, and will cause the General Fund to exceed its budget at year end if not adjusted. Two notable line items have been added since this item came to Council on February 26th: the addition of a Council contingency for \$30,000; and the reduction in the Visitors Center budget based on the contract.

On Attachment “B,” the Police Department is requesting to release the \$60,000 encumbrance of Measure Q earmarked for the communications tower, as has been determined that it does not have to be replaced. Police Chief Christey is requesting that those funds be programmed for upgrading the tower equipment, such as the antennas, mounting hardware and coaxial cables. Additionally, Chief Christey is requesting that \$37,700 of carryover plus an additional \$11,800 of new funds be programmed for the purchase of mobile repeaters and portable radios. Chief Christey’s formal request is included with Attachment “B.”

On Attachment “C,” expenditure requests have mostly been discussed above in the Revenue Amendments section (the Sewer utility truck and the Harbor storage shed). The remaining request is from the Harbor Department for the purchase of a 4-wheel drive pick up truck to replace an existing truck that is at the end of its useful life. There are sufficient funds in the Harbor Equipment Replacement Fund to cover this purchase.

Per Council request, the contract services line items have been detailed, and that spreadsheet is included.

CONCLUSION

Resolution No. 15-13, adopting the mid-year budget amendments, is presented for approval. The Resolution's supporting spreadsheet will reflect any amendments made at this meeting.

City Council will additionally need to accept the Measure Q recommendations from the February 26th meeting, less the \$11,800 in new money that Chief Christey is requesting for the communications project, if Council wishes to grant that use. If Council agrees to fund the communications project, the Measure Q recommendation will be decreased to \$154,200 of unbudgeted funds to be dedicated to street paving in addition to the \$445,000 Storm Drain carryover.

RESOLUTION NO. 15-13

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORRO BAY, CALIFORNIA,
AUTHORIZING THE 2012/13 MID-YEAR AMENDMENTS TO THE CITY'S
OPERATING AND CAPITAL IMPROVEMENT BUDGETS**

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

WHEREAS, the City of Morro Bay is required to appropriate and expend public funds to conduct its day-to-day business activities; and

WHEREAS, the City Council adopted the original Operating and Capital Improvement Budgets on June 26, 2012 by Resolution No. 29-12 and on July 10, 2012 by Resolution 38-12; and

WHEREAS, the City Council deems it necessary to amend said budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morro Bay, California, that the operating budgets of the City of Morro Bay are amended by the additional revenues and expenditures as shown on the attached schedule.

PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 12th day of March 2013, by the following vote:

AYES:

NOES:

ABSENT:

JAMIE L. IRONS, Mayor

ATTEST:

JAMIE BOUCHER, City Clerk

2012/13 MID-YEAR BUDGET ADJUSTMENTS

GENERAL FUND

DEPARTMENT	ACCOUNT #	DESCRIPTION	2012/13 BUDGET			JUSTIFICATION
			CURRENT	PROPOSED	CHANGE	
<u>REVENUES:</u>						
Finance	001-3510-3020	Property Tax Admin Fee	\$ (104,000)	\$ (80,000)	\$ 24,000	Adjust based on County's correction to method used to charge administrative fee
	001-3510-3021	Property Tax in Lieu-VLF	\$ 814,293	\$ 809,214	\$ (5,079)	Adjust to County estimates
	001-3510-3022	Prop. Tax In-Lieu Sales	355,652	364,472	8,820	Adjust to County estimates
	001-3510-3064	Transient Occupancy Tax	1,905,000	2,000,000	95,000	Adjust to increase in TOT
	001-3510-3067	Cable TV Franchise Fee	160,000	149,000	(11,000)	Adjust to lower payments from Charter
Transfers	001-7710-3801	Transfer in	1,281,696	1,361,296	79,600	Transfer cash \$79,600 from Risk Management for retirement payouts
Total change to revenues			\$ 4,412,641	\$ 4,603,982	\$ 191,341	

2012/13 MID-YEAR BUDGET ADJUSTMENTS

GENERAL FUND

DEPARTMENT	ACCOUNT #	DESCRIPTION	2012/13 BUDGET			JUSTIFICATION
			CURRENT	PROPOSED	CHANGE	
<u>EXPENDITURES:</u>						
City Council	001-2110-6510	Meetings & Conferences	500	2,500	2,000	Insufficient budget
	001-2110-5901	Contingency	-	30,000	30,000	Per Council direction 2/26/13
City Manager	001-3110-4599	Other Pay	5,000	7,500	2,500	Insufficient budget to cover annual payout of excess leave balances
	001-3110-6106	Contractual Services	1,000	3,000	2,000	Insufficient budget
	001-3110-6125	Professional Development	500	2,000	1,500	Insufficient budget
	001-3110-6760	Recruitment	-	15,000	15,000	Police Chief recruitment
Human Resources	001-3140-4599	Other Pay	1,000	4,000	3,000	Insufficient budget to cover annual payout of excess leave balances
	001-3140-6760	Recruitment	17,000	27,000	10,000	High volume of recruitment activity
Visitors Center	001-3172-6107	Promotion & Advertising	152,490	127,490	(25,000)	Adjust budget for Visitor Center agreement
City Attorney	001-3210-4599	Other Pay	-	3,000	3,000	Not budgeted
	001-3210-6750	Business Equipment Rental	-	2,550	2,550	Copier lease not budgeted
Finance	001-3510-6750	Business Equipment Rental	-	5,300	5,300	Copier lease not budgeted
Information Tech	001-3520-4599	Other Pay	-	5,000	5,000	Not budgeted
Police	001-4110-4599	Other Pay	70,000	90,000	20,000	Retirement not budgeted
	001-4110-6153	Pre-employment testing	4,000	9,000	5,000	New officers
	001-4110-6502	Shipping & Moving	-	15,000	15,000	Costs of Interim Chief and new Chief relocation
Fire	001-4210-4599	Other Pay	11,000	31,000	20,000	Retirement not budgeted
Public Services Admin	001-5205-4599	Other Pay	6,200	7,200	1,000	Insufficient budget to cover annual payout of excess leave balances
Street Maint		Contractual Services	50,000	56,000	6,000	
R & P Admin	001-6110-4599	Other Pay	-	15,000	15,000	Retirement not budgeted
R & P Sports	001-6130-4599	Other Pay	-	3,000	3,000	Not budgeted
R & P Teen Programs	001-6143-6300	Utilities	-	4,000	4,000	Not budgeted
R & P Facilities	001-6150-4599	Other Pay	-	13,000	13,000	Retirement not budgeted
R & P Parks	001-6160-4599	Other Pay	-	11,600	11,600	Retirement not budgeted
Total change to expenditures			\$ 318,690	\$ 489,140	\$ 170,450	
Revenues over (under) expenditures				\$ 20,891		

2012/13 MID-YEAR BUDGET ADJUSTMENTS
 DISTRICT TRANSACTION TAX (MEASURE Q)

DEPARTMENT

2012/13 BUDGET

<u>CURRENT</u>	<u>PROPOSED</u>	<u>CHANGE</u>	<u>JUSTIFICATION</u>
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REVENUES:

003-1111-3021

\$ 803,000	\$ 839,000	\$ 36,000	Estimates from HdL
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EXPENDITURES:

Police
 Communications tower project carryover
 Communications tower project carryover
 New communications request

Release encumbrance on carryover funds
 Encumber communications carryover funds
 Encumber carryover funds (\$37,700) and additional funds

60,000	-	(60,000)	The tower does not need to be replaced.
-	60,000	60,000	Upgrade tower equipment - antennas, mounting hardware and coaxial cables
-	49,500	49,500	Mobile repeaters and portable radios

Total change to expenditures

\$ 60,000	\$ 109,500	\$ 49,500
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2012/13 MID-YEAR BUDGET ADJUSTMENTS

GENERAL FUND

DEPARTMENT	ACCOUNT #	DESCRIPTION	2012/13 BUDGET			JUSTIFICATION
			CURRENT	PROPOSED	CHANGE	
<u>REVENUES:</u>						
Sewer Equip Replacement	054-7710-3802	Intrafund transfer	\$ 50,000	\$ 70,000	\$ 20,000	Originally budgeted \$50k; early research indicates that the truck plus utility bed will be higher. Additional \$20K will cover the extra cost, and any remaining funds can be left to accumulate for the Hydrovac replacement.
Harbor Operating	331-6510-3999	Other revenues	-	8,400	8,400	
Harbor Capital Projects	923-7710-3802	Intrafund transfer	-	5,000	5,000	
Total change to revenues			\$ 50,000	\$ 83,400	\$ 33,400	
<u>EXPENDITURES:</u>						
Sewer Accumulation	952-7710-8410	Intrafund transfer	\$ 25,000	\$ 45,000	\$ 20,000	Additional transfer to Sewer Equip Replacement fund
Harbor Equip Replacement	055-6510-7202	Trucks	-	30,000	30,000	Purchase 4-wheel drive truck to replace existing one that is at the end of its service life.
Harbor Capital Projects	923-8106-6602	Outside Structures Repair	15,000	20,000	5,000	Additional funds to install a roll-up door; existing door too low to move boats in or out.
Harbor Accumulation	953-7710-8410	Intrafund transfer	133,909	138,909	5,000	Transfer funds to capital projects for Storage Shed door
Total change to expenditures			\$ 173,909	\$ 233,909	\$ 60,000	
Revenues over (under) expenditures			\$ (26,600)			

Budget Performance Report

Fiscal Year to Date 12/31/12
 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 001 - General Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3710	Interest Income	.00	.00	.00	61,374.90	(61,374.90)	+++	+++	59,460.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$0.00	\$0.00	\$0.00	\$61,374.90	(\$61,374.90)	+++	+++	\$59,460.00
Department 3110 - City Manager's Office									
3990	Other Misc. Revenues	19,000.00	.00	19,000.00	.00	19,000.00	0	0	.00
	Department 3110 - City Manager's Office Totals	\$19,000.00	\$0.00	\$19,000.00	\$0.00	\$19,000.00	0%	0%	\$0.00
Department 3140 - Human Resources									
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	+++	38.00
	Department 3140 - Human Resources Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$38.00
Department 3210 - City Attorney									
3401	Sale of Copies & Books	.00	.00	.00	30.25	(30.25)	+++	+++	247.06
	Department 3210 - City Attorney Totals	\$0.00	\$0.00	\$0.00	\$30.25	(\$30.25)	+++	+++	\$247.06
Department 3510 - Accounting & Treasury									
3011	Property Tax Curr. Sec.	2,424,753.00	.00	2,424,753.00	1,314,084.95	1,110,668.05	54	54	1,320,447.19
3012	Property Tax Curr. Unsecu	53,450.00	.00	53,450.00	53,106.49	343.51	99	99	54,073.48
3015	Property Tax Prior Unsec	.00	.00	.00	(3,752.43)	3,752.43	+++	+++	1,476.62
3017	Property Tax H-Subvent	19,378.00	.00	19,378.00	2,872.14	16,505.86	15	15	2,949.55
3019	Property Tax - Other	.00	.00	.00	10.39	(10.39)	+++	+++	38.14
3020	Property Tax-Cnty Adm Fee	(104,000.00)	.00	(104,000.00)	.00	(104,000.00)	0	0	.00
3021	Property Tax in Lieu-VLF	814,293.00	.00	814,293.00	.00	814,293.00	0	0	.00
3022	Prop. Tax In-Lieu Sales	355,652.00	.00	355,652.00	.00	355,652.00	0	0	.00
3051	Sales Tax-City Portion	1,180,000.00	.00	1,180,000.00	539,721.19	640,278.81	46	46	481,872.09
3052	Sales Tax Prop. 172	110,000.00	.00	110,000.00	54,107.19	55,892.81	49	49	48,548.18
3061	Transfer Tax	52,000.00	.00	52,000.00	27,690.65	24,309.35	53	53	21,549.51
3064	Transient Occupancy Tax	1,905,000.00	.00	1,905,000.00	898,655.42	1,006,344.58	47	47	1,028,620.42
3065	Electric Franchise Tax	85,000.00	.00	85,000.00	.00	85,000.00	0	0	6,240.74
3066	Garbage Franchise	170,000.00	.00	170,000.00	80,315.15	89,684.85	47	47	74,826.25
3067	Cable TV Franchise Fees	160,000.00	.00	160,000.00	37,298.75	122,701.25	23	23	38,066.90
3068	Natural Gas Franchise Fee	77,000.00	.00	77,000.00	.00	77,000.00	0	0	.00
3220	State Motor In-Lieu	.00	.00	.00	5,437.92	(5,437.92)	+++	+++	5,248.03
3408	Finance Services	.00	.00	.00	700.00	(700.00)	+++	+++	831.92
3499	Other Rev/Current Svc	15,000.00	.00	15,000.00	.00	15,000.00	0	0	.00
3630	Interest Del. Taxes	.00	.00	.00	2.52	(2.52)	+++	+++	.37
3690	Other Fine/Forfeit/Pen.	.00	.00	.00	164.39	(164.39)	+++	+++	(5.70)

Budget Performance Report

Fiscal Year to Date 12/31/12

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
3710	Interest Income	.00	.00	.00	.00	.00	+++	+++	181.91
3730	Rental Income	228,000.00	.00	228,000.00	93,777.87	134,222.13	41	41	82,032.95
3905	Bad Debts Recovery	.00	.00	.00	.00	.00	+++	+++	42.23
3913	Sale of Real Property	.00	.00	.00	.00	.00	+++	+++	1,433.00
3922	Refunds/Adj/Restitution	.00	.00	.00	(70.00)	70.00	+++	+++	(1,609.32)
3990	Other Misc. Revenues	4,817.00	.00	4,817.00	814.12	4,002.88	17	17	1,397.65
3991	Cash Variations	.00	.00	.00	(94.78)	94.78	+++	+++	(17.72)
Department 3510 - Accounting & Treasury Totals		\$7,550,343.00	\$0.00	\$7,550,343.00	\$3,104,841.93	\$4,445,501.07	41%	41%	\$3,168,244.39
Department 3520 - Information Services									
3499	Other Rev/Current Svc	.00	50,000.00	50,000.00	10,000.00	40,000.00	20	20	.00
3922	Refunds/Adj/Restitution	.00	.00	.00	283.82	(283.82)	+++	+++	.00
Department 3520 - Information Services Totals		\$0.00	\$50,000.00	\$50,000.00	\$10,283.82	\$39,716.18	21%	21%	\$0.00
Department 4110 - Police Department									
3230	State Mandated Cost Reimb	5,500.00	.00	5,500.00	3,739.00	1,761.00	68	68	4,284.02
3247	P.O.S.T. Subvention	8,500.00	.00	8,500.00	7,102.31	1,397.69	84	84	7,357.83
3248	Police Impound Fees	12,000.00	.00	12,000.00	3,509.00	8,491.00	29	29	5,340.00
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	+++	951.00
3401	Sale of Copies & Books	1,900.00	.00	1,900.00	555.25	1,344.75	29	29	616.00
3460	Subpoenas	700.00	.00	700.00	6,350.78	(5,650.78)	907	907	386.08
3461	Fingerprinting Fees	6,200.00	.00	6,200.00	4,945.00	1,255.00	80	80	2,711.00
3465	Police Cost Recovery	5,000.00	.00	5,000.00	4,193.77	806.23	84	84	1,785.47
3468	Booking Fees	.00	.00	.00	(815.64)	815.64	+++	+++	(2,121.95)
3469	Special Events	13,000.00	.00	13,000.00	12,650.43	349.57	97	97	5,586.23
3499	Other Rev/Current Svc	78,440.00	(78,440.00)	.00	.00	.00	+++	+++	.00
3610	Parking Bail Violations	13,500.00	.00	13,500.00	2,597.80	10,902.20	19	19	6,221.31
3615	Administrative Citations	1,000.00	.00	1,000.00	314.00	686.00	31	31	438.00
3690	Other Fine/Forfeit/Pen.	4,000.00	.00	4,000.00	3,454.01	545.99	86	86	1,747.93
3905	Bad Debts Recovery	.00	.00	.00	.00	.00	+++	+++	853.11
3919	Auctioned Property	1,500.00	.00	1,500.00	1,261.49	238.51	84	84	1,245.84
3922	Refunds/Adj/Restitution	200.00	.00	200.00	71.54	128.46	36	36	37.10
3990	Other Misc. Revenues	2,000.00	.00	2,000.00	1,680.93	319.07	84	84	858.00
Department 4110 - Police Department Totals		\$153,440.00	(\$78,440.00)	\$75,000.00	\$51,609.67	\$23,390.33	69%	69%	\$38,296.97
Department 4115 - Communications									
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	+++	168.00
Department 4115 - Communications Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$168.00
Department 4210 - Fire Department									

Budget Performance Report

Fiscal Year to Date 12/31/12

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
3190	Other Licenses & Permits	.00	.00	.00	105.00	(105.00)	+++	+++	122.00
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	+++	1,653.00
3391	Other Grant Public Svc	.00	.00	.00	.00	.00	+++	+++	(2,977.54)
3393	Nuclear Planning Assist	13,000.00	.00	13,000.00	.00	13,000.00	0	0	2,050.00
3401	Sale of Copies & Books	100.00	.00	100.00	84.00	16.00	84	84	54.00
3425	Filing/Certification Fees	.00	.00	.00	1,653.80	(1,653.80)	+++	+++	958.18
3426	Plan Checking Fees	10,000.00	.00	10,000.00	4,232.26	5,767.74	42	42	6,934.77
3427	Building Inspection Fees	3,200.00	.00	3,200.00	.00	3,200.00	0	0	.00
3469	Special Events	1,400.00	.00	1,400.00	1,440.18	(40.18)	103	103	522.71
3472	Other Fire Services	15,000.00	.00	15,000.00	.00	15,000.00	0	0	.00
3473	EMS Service & Transport	81,779.00	.00	81,779.00	20,833.27	60,945.73	25	25	20,444.82
3499	Other Rev/Current Svc	5,000.00	.00	5,000.00	.00	5,000.00	0	0	.00
3913	Sale of Real Property	.00	.00	.00	3,200.00	(3,200.00)	+++	+++	.00
3919	Auctioned Property	.00	.00	.00	.00	.00	+++	+++	495.30
3922	Refunds/Adj/Restitution	.00	.00	.00	108.00	(108.00)	+++	+++	1,000.96
3990	Other Misc. Revenues	.00	.00	.00	.00	.00	+++	+++	70.00
Department 4210 - Fire Department Totals		\$129,479.00	\$0.00	\$129,479.00	\$31,656.51	\$97,822.49	24%	24%	\$31,328.20
Department 5205 - Public Services Admin									
3101	General Business License	278,355.00	.00	278,355.00	213,553.94	64,801.06	77	77	212,333.70
3104	Transient Vendor Fees	5,900.00	.00	5,900.00	3,103.10	2,796.90	53	53	3,040.71
3120	Building Permit	230.00	.00	230.00	129.40	100.60	56	56	1,082.40
3121	Encroachment Permit	7,500.00	.00	7,500.00	1,821.00	5,679.00	24	24	3,330.00
3127	Coastal Permit	21,000.00	.00	21,000.00	16,091.00	4,909.00	77	77	9,309.00
3130	Sign	675.00	.00	675.00	1,034.00	(359.00)	153	153	1,109.00
3132	Conditional Use Permit	30,000.00	.00	30,000.00	1,977.00	28,023.00	7	7	7,778.38
3190	Other Licenses & Permits	3,750.00	.00	3,750.00	.00	3,750.00	0	0	.00
3401	Sale of Copies & Books	150.00	.00	150.00	245.00	(95.00)	163	163	50.00
3403	Sale of Plans/Specs	75.00	.00	75.00	76.00	(1.00)	101	101	.00
3404	Tentative Parcel Map	6,750.00	.00	6,750.00	(26.00)	6,776.00	0	0	5,173.00
3405	Tentative Tract Map	3,000.00	.00	3,000.00	(1,058.00)	4,058.00	-35	-35	379.00
3410	Planning & Zoning App Fee	660.00	.00	660.00	793.00	(133.00)	120	120	540.00
3412	Variance Fee	2,200.00	.00	2,200.00	.00	2,200.00	0	0	4,718.00
3414	Retrofit Application	375.00	.00	375.00	.00	375.00	0	0	.00
3415	Environmental Determine	12,000.00	.00	12,000.00	2,881.14	9,118.86	24	24	8,584.00
3416	Zoning Amendment	165.00	.00	165.00	3,077.86	(2,912.86)	1865	1865	5,909.00
3417	Land Use Determination	500.00	.00	500.00	.00	500.00	0	0	324.00

Budget Performance Report

Fiscal Year to Date 12/31/12

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
3419	Permit Filing Fees	1,100.00	.00	1,100.00	.00	1,100.00	0	0	.00
3420	Design Review Fees	2,640.00	.00	2,640.00	2,500.00	140.00	95	95	1,790.83
3422	Parking Exception Fees	500.00	.00	500.00	360.00	140.00	72	72	235.00
3426	Plan Checking Fees	84,700.00	.00	84,700.00	22,791.88	61,908.12	27	27	30,714.94
3427	Building Inspection Fees	75,000.00	.00	75,000.00	38,208.39	36,791.61	51	51	37,311.75
3450	Engineer's Review Fees	1,125.00	.00	1,125.00	96.00	1,029.00	9	9	10.00
3499	Other Rev/Current Svc	75.00	.00	75.00	.00	75.00	0	0	.00
	Department 5205 - Public Services Admin Totals	\$538,425.00	\$0.00	\$538,425.00	\$307,654.71	\$230,770.29	57%	57%	\$333,722.71
	Department 5210 - Engineering & Admin								
3920	Notification Fee	.00	.00	.00	1,290.00	(1,290.00)	+++	+++	2,540.00
	Department 5210 - Engineering & Admin Totals	\$0.00	\$0.00	\$0.00	\$1,290.00	(\$1,290.00)	+++	+++	\$2,540.00
	Department 5230 - Street Maintenance								
3499	Other Rev/Current Svc	.00	.00	.00	.00	.00	+++	+++	1,655.28
3919	Auctioned Property	.00	.00	.00	.00	.00	+++	+++	294.66
	Department 5230 - Street Maintenance Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$1,949.94
	Department 5270 - Curbside Recycling								
3499	Other Rev/Current Svc	21,000.00	.00	21,000.00	11,319.12	9,680.88	54	54	10,352.88
	Department 5270 - Curbside Recycling Totals	\$21,000.00	\$0.00	\$21,000.00	\$11,319.12	\$9,680.88	54%	54%	\$10,352.88
	Department 6110 - R & P Administration								
3490	Program Revenue	60,000.00	.00	60,000.00	32,442.04	27,557.96	54	54	40,542.52
3501	Processing Fees	(6,000.00)	.00	(6,000.00)	(4,216.80)	(1,783.20)	70	70	(3,560.73)
3995	Non-Resident Revenue	.00	.00	.00	946.34	(946.34)	+++	+++	1,125.30
	Department 6110 - R & P Administration Totals	\$54,000.00	\$0.00	\$54,000.00	\$29,171.58	\$24,828.42	54%	54%	\$38,107.09
	Department 6125 - Dance 39+								
3499	Other Rev/Current Svc	12,000.00	.00	12,000.00	7,063.37	4,936.63	59	59	7,650.00
	Department 6125 - Dance 39+ Totals	\$12,000.00	\$0.00	\$12,000.00	\$7,063.37	\$4,936.63	59%	59%	\$7,650.00
	Department 6130 - Rec & Parks Sports								
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	+++	16.00
3480	R & P Sports Fees	135,000.00	.00	135,000.00	78,239.39	56,760.61	58	58	74,484.68
3481	R & P Sport Passes	.00	.00	.00	60.00	(60.00)	+++	+++	120.00
3922	Refunds/Adj/Restitution	.00	.00	.00	.00	.00	+++	+++	270.00
	Department 6130 - Rec & Parks Sports Totals	\$135,000.00	\$0.00	\$135,000.00	\$78,299.39	\$56,700.61	58%	58%	\$74,890.68
	Department 6140 - R & P Youth Services								
3482	R & P Youth Services	160,000.00	.00	160,000.00	77,831.80	82,168.20	49	49	78,438.75
	Department 6140 - R & P Youth Services Totals	\$160,000.00	\$0.00	\$160,000.00	\$77,831.80	\$82,168.20	49%	49%	\$78,438.75
	Department 6143 - Teen Programs Division								

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
3482	R & P Youth Services	3,000.00	.00	3,000.00	2,005.00	995.00	67	67	2,394.00
	Department 6143 - Teen Programs Division Totals	\$3,000.00	\$0.00	\$3,000.00	\$2,005.00	\$995.00	67%	67%	\$2,394.00
	Department 6145 - Skate Park Division								
3482	R & P Youth Services	.00	.00	.00	40.00	(40.00)	+++	+++	.00
	Department 6145 - Skate Park Division Totals	\$0.00	\$0.00	\$0.00	\$40.00	(\$40.00)	+++	+++	\$0.00
	Department 6150 - R & P City Facilities								
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	+++	107.00
3483	R & P Facility Fees	10,000.00	.00	10,000.00	233.00	9,767.00	2	2	133.00
3730	Rental Income	60,000.00	.00	60,000.00	26,803.36	33,196.64	45	45	25,142.21
3990	Other Misc. Revenues	.00	.00	.00	3,033.83	(3,033.83)	+++	+++	.00
	Department 6150 - R & P City Facilities Totals	\$70,000.00	\$0.00	\$70,000.00	\$30,070.19	\$39,929.81	43%	43%	\$25,382.21
	Department 6155 - Gifts & Donations R & P								
3291	Other Donations/Cont.	.00	.00	.00	600.00	(600.00)	+++	+++	238.89
	Department 6155 - Gifts & Donations R & P Totals	\$0.00	\$0.00	\$0.00	\$600.00	(\$600.00)	+++	+++	\$238.89
	Department 6160 - R & P Parks Division								
3469	Special Events	.00	.00	.00	7,234.67	(7,234.67)	+++	+++	5,632.06
3911	Property Damage	.00	.00	.00	248.04	(248.04)	+++	+++	60.17
3919	Auctioned Property	.00	.00	.00	.00	.00	+++	+++	1,089.36
	Department 6160 - R & P Parks Division Totals	\$0.00	\$0.00	\$0.00	\$7,482.71	(\$7,482.71)	+++	+++	\$6,781.59
	Department 6210 - Property Management								
3730	Rental Income	17,400.00	.00	17,400.00	8,003.53	9,396.47	46	46	9,342.08
	Department 6210 - Property Management Totals	\$17,400.00	\$0.00	\$17,400.00	\$8,003.53	\$9,396.47	46%	46%	\$9,342.08
	Department 7710 - Interfund Transactions								
3801	Transfers In	1,281,696.00	.00	1,281,696.00	633,096.01	648,599.99	49	49	175,036.58
3802	Interfund Revenue Trans.	100,000.00	.00	100,000.00	41,200.00	58,800.00	41	41	603,966.00
	Department 7710 - Interfund Transactions Totals	\$1,381,696.00	\$0.00	\$1,381,696.00	\$674,296.01	\$707,399.99	49%	49%	\$779,002.58
	REVENUE TOTALS	\$10,244,783.00	(\$28,440.00)	\$10,216,343.00	\$4,494,924.49	\$5,721,418.51	44%	44%	\$4,668,576.02
	EXPENSE								
	Department 2110 - City Council								
4110	Regular Pay	33,900.00	.00	33,900.00	15,779.01	18,120.99	47	47	16,428.64
4310	Part-Time Pay	.00	.00	.00	519.24	(519.24)	+++	+++	.00
4910	Employer Paid Benefits	37,201.00	.00	37,201.00	17,900.08	19,300.92	48	48	18,224.83
5110	Fuel Oil & Lubricants	100.00	.00	100.00	.00	100.00	0	0	62.12
5175	Computer Operating Supp.	.00	.00	.00	130.70	(130.70)	+++	+++	.00
5305	Forms Printing	200.00	.00	200.00	285.54	(85.54)	143	143	.00
6105	Consulting Services	.00	.00	.00	.00	.00	+++	+++	2,730.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6107	Promotion & Advertising	.00	.00	.00	.00	.00	+++		480.00
6401	General Liability	6,516.00	.00	6,516.00	3,258.00	3,258.00	50		4,654.02
6411	Property Damage Ins.	706.00	.00	706.00	352.98	353.02	50		352.98
6472	Other Ins./Employee Bond	84.00	.00	84.00	42.00	42.00	50		42.00
6510	Meetings & Conferences	500.00	.00	500.00	1,970.00	(1,470.00)	394		.00
6511	Mileage Reimbursement	100.00	.00	100.00	.00	100.00	0		.00
6513	Meals & Lodging	2,624.00	.00	2,624.00	607.12	2,016.88	23		422.04
6514	Travel Expense	.00	.00	.00	171.29	(171.29)	+++		.00
6710	Notices & Publications	.00	.00	.00	.00	.00	+++		166.20
Department 2110 - City Council Totals		\$81,931.00	\$0.00	\$81,931.00	\$41,015.96	\$40,915.04	50%		\$43,562.83
Department 3110 - City Manager's Office									
4110	Regular Pay	226,520.00	.00	226,520.00	107,280.04	119,239.96	47		95,931.00
4599	Other Pay	5,000.00	.00	5,000.00	7,506.44	(2,506.44)	150		22,400.22
4910	Employer Paid Benefits	90,000.00	.00	90,000.00	43,115.92	46,884.08	48		37,238.99
5110	Fuel Oil & Lubricants	420.00	.00	420.00	1,161.26	(741.26)	276		1,019.91
5175	Computer Operating Supp.	500.00	9,200.00	9,700.00	10,873.65	(1,173.65)	112		.00
5199	Misc. Operating Supplies	1,000.00	.00	1,000.00	60.00	940.00	6		513.49
5301	General Office Supplies	1,600.00	.00	1,600.00	110.45	1,489.55	7		921.49
5303	Books & Manuals	500.00	.00	500.00	20.44	479.56	4		25.00
5304	Periodical/Subscriptions	.00	.00	.00	186.00	(186.00)	+++		186.00
5305	Forms Printing	700.00	.00	700.00	.00	700.00	0		.00
5352	Award/Trophy Supplies	.00	.00	.00	2.59	(2.59)	+++		.00
5504	Machinery/Equip/Supplies	.00	.00	.00	.00	.00	+++		30.09
6105	Consulting Services	5,000.00	.00	5,000.00	500.00	4,500.00	10		.00
6106	Contractual Services	1,000.00	.00	1,000.00	2,836.40	(1,836.40)	284		2,683.95
6125	Professional Development	500.00	.00	500.00	1,562.99	(1,062.99)	313		130.00
6199	Other Professional Svc	56,984.00	.00	56,984.00	26,700.00	30,284.00	47		25,000.00
6300	Utilities	10,000.00	.00	10,000.00	5,306.59	4,693.41	53		5,478.88
6401	General Liability	2,078.00	.00	2,078.00	2,038.98	39.02	98		2,913.00
6411	Property Damage Ins.	283.00	.00	283.00	141.48	141.52	50		141.48
6472	Other Ins./Employee Bond	33.00	.00	33.00	16.50	16.50	50		16.50
6473	Vehicle Insurance	122.00	.00	122.00	61.02	60.98	50		61.02
6510	Meetings & Conferences	600.00	.00	600.00	1,575.88	(975.88)	263		724.00
6513	Meals & Lodging	1,000.00	.00	1,000.00	899.07	100.93	90		556.87
6514	Travel Expense	.00	.00	.00	254.17	(254.17)	+++		.00
6519	Association Membership	12,700.00	.00	12,700.00	11,927.00	773.00	94		6,584.95

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6604	Outside Vehicle Repair/Maint	.00	.00	.00	469.98	(469.98)	+++		95.96
6710	Notices & Publications	6,600.00	.00	6,600.00	466.82	6,133.18	7		641.27
6720	Medical Examinations	.00	.00	.00	.00	.00	+++		25.98
6750	Business Equipment Rental	3,000.00	.00	3,000.00	1,278.29	1,721.71	43		1,412.50
6760	Recruitment	.00	.00	.00	14,254.66	(14,254.66)	+++		779.00
8721	Payment To Other Agency	12,661.00	.00	12,661.00	12,561.69	99.31	99		12,660.98
Department 3110 - City Manager's Office Totals		\$438,801.00	\$9,200.00	\$448,001.00	\$253,168.31	\$194,832.69	57%		\$218,172.53
Department 3115 - Contract Services									
6740	Fiscal Management Fees	8,000.00	.00	8,000.00	2,003.35	5,996.65	25		.00
6770	Animal Services	46,005.00	.00	46,005.00	23,000.50	23,004.50	50		22,330.50
Department 3115 - Contract Services Totals		\$54,005.00	\$0.00	\$54,005.00	\$25,003.85	\$29,001.15	46%		\$22,330.50
Department 3120 - Elections									
5303	Books & Manuals	100.00	.00	100.00	.00	100.00	0		52.28
5305	Forms Printing	400.00	.00	400.00	.00	400.00	0		9.69
5352	Award/Trophy Supplies	.00	.00	.00	354.86	(354.86)	+++		.00
6162	Mandated Fees/Inspections	19,500.00	.00	19,500.00	.00	19,500.00	0		.00
Department 3120 - Elections Totals		\$20,000.00	\$0.00	\$20,000.00	\$354.86	\$19,645.14	2%		\$61.97
Department 3140 - Human Resources									
4110	Regular Pay	50,800.00	.00	50,800.00	23,632.55	27,167.45	47		24,017.93
4599	Other Pay	1,000.00	.00	1,000.00	3,844.42	(2,844.42)	384		436.08
4910	Employer Paid Benefits	21,440.00	.00	21,440.00	10,563.84	10,876.16	49		10,812.97
5199	Misc. Operating Supplies	.00	.00	.00	60.00	(60.00)	+++		146.19
5301	General Office Supplies	1,500.00	.00	1,500.00	120.45	1,379.55	8		834.39
5303	Books & Manuals	200.00	.00	200.00	.00	200.00	0		.00
5304	Periodical/Subscriptions	.00	.00	.00	.00	.00	+++		199.00
5305	Forms Printing	.00	.00	.00	181.02	(181.02)	+++		181.02
5352	Award/Trophy Supplies	500.00	.00	500.00	.00	500.00	0		.00
6106	Contractual Services	25,400.00	.00	25,400.00	14,159.88	11,240.12	56		14,269.63
6125	Professional Development	.00	.00	.00	.00	.00	+++		75.00
6300	Utilities	300.00	.00	300.00	184.20	115.80	61		45.94
6472	Other Ins./Employee Bond	25.00	.00	25.00	.00	25.00	0		.00
6511	Mileage Reimbursement	.00	.00	.00	90.80	(90.80)	+++		.00
6519	Association Membership	335.00	.00	335.00	.00	335.00	0		.00
6710	Notices & Publications	.00	.00	.00	.00	.00	+++		148.75
6750	Business Equipment Rental	2,900.00	.00	2,900.00	1,278.27	1,621.73	44		1,412.50
6760	Recruitment	17,000.00	.00	17,000.00	14,699.08	2,300.92	86		8,693.23

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Department 3140 - Human Resources Totals		\$121,400.00	\$0.00	\$121,400.00	\$68,814.51	\$52,585.49	57%		\$61,272.63
6106	Contractual Services	.00	.00	.00	.00	.00	+++		11,310.21
6113	Print Ads - So. Region	.00	.00	.00	.00	.00	+++		3,110.13
6118	Promotion - Media	.00	.00	.00	.00	.00	+++		3,368.00
6119	Promotion - Other	.00	.00	.00	.00	.00	+++		4,071.58
6126	Advertising Prod/Design	.00	.00	.00	.00	.00	+++		5,233.02
Department 3170 - Promotion & Advertising Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$27,092.94
Department 3171 - Chamber of Comm - Economic Dev		58,425.00	.00	58,425.00	29,212.50	29,212.50	50		.00
6105	Consulting Services	\$58,425.00	\$0.00	\$58,425.00	\$29,212.50	\$29,212.50	50%		\$0.00
Department 3172 - Visitor's Center		152,490.00	.00	152,490.00	76,245.00	76,245.00	50		88,952.50
6107	Promotion & Advertising	\$152,490.00	\$0.00	\$152,490.00	\$76,245.00	\$76,245.00	50%		\$88,952.50
Department 3210 - City Attorney		82,849.00	.00	82,849.00	39,123.58	43,725.42	47		35,887.21
4110	Regular Pay	.00	.00	.00	.00	.00	+++		(22.33)
4310	Part-Time Pay	.00	.00	.00	2,917.95	(2,917.95)	+++		1,165.12
4599	Other Pay	29,605.00	.00	29,605.00	15,905.92	13,699.08	54		14,885.43
4910	Employer Paid Benefits	350.00	.00	350.00	474.68	(124.68)	136		.00
5108	Communication Supplies	.00	.00	.00	394.90	(394.90)	+++		885.41
5175	Computer Operating Supp.	684.00	.00	684.00	167.68	516.32	25		522.78
5199	Misc. Operating Supplies	150.00	.00	150.00	110.43	39.57	74		327.84
5301	General Office Supplies	150.00	.00	150.00	.00	150.00	0		.00
5302	Copying Supplies	170.00	.00	170.00	53.81	116.19	32		.00
5303	Books & Manuals	120.00	.00	120.00	.00	120.00	0		21.75
5304	Periodical/Subscriptions	.00	.00	.00	(38.82)	38.82	+++		.00
5305	Forms Printing	4,055.00	.00	4,055.00	78.00	3,977.00	2		820.00
6101	Legal Services	.00	.00	.00	236.32	(236.32)	+++		290.17
6106	Contractual Services	3,862.00	.00	3,862.00	2,160.48	1,701.52	56		2,570.16
6125	Professional Development	5,970.00	.00	5,970.00	.00	5,970.00	0		489.20
6199	Other Professional Svc	1,000.00	(1,000.00)	.00	.00	.00	+++		.00
6201	Telephone	.00	1,000.00	1,000.00	1,053.69	(53.69)	105		881.76
6300	Utilities	465.00	.00	465.00	1,232.52	(767.52)	265		1,761.00
6401	General Liability	247.00	.00	247.00	123.48	123.52	50		123.48
6411	Property Damage Ins.	33.00	.00	33.00	14.52	18.48	44		14.52
6472	Other Ins./Employee Bond								

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6510	Meetings & Conferences	75.00	.00	75.00	55.95	19.05	75	.00	
6513	Meals & Lodging	500.00	.00	500.00	820.84	(320.84)	164	356.31	
6514	Travel Expense	.00	.00	.00	189.81	(189.81)	+++	225.35	
6519	Association Membership	650.00	.00	650.00	640.00	10.00	98	615.00	
6604	Outside Vehicle Repair/Maint	.00	.00	.00	753.28	(753.28)	+++	73.70	
6750	Business Equipment Rental	.00	.00	.00	1,278.20	(1,278.20)	+++	1,412.39	
Department 3210 - City Attorney Totals		\$130,935.00	(\$0.00)	\$130,935.00	\$67,747.22	\$63,187.78	52%	\$63,306.25	
Department 3510 - Accounting & Treasury									
4110	Regular Pay	231,900.00	.00	231,900.00	109,756.34	122,143.66	47	112,582.98	
4310	Part-Time Pay	8,736.00	.00	8,736.00	173.41	8,562.59	2	3,927.97	
4599	Other Pay	4,000.00	.00	4,000.00	3,465.52	534.48	87	6,501.52	
4910	Employer Paid Benefits	97,708.00	.00	97,708.00	45,184.48	52,523.52	46	48,733.11	
5175	Computer Operating Supp.	.00	.00	.00	7.99	(7.99)	+++	2,032.54	
5199	Misc. Operating Supplies	.00	.00	.00	381.84	(381.84)	+++	382.94	
5201	Other Expense	.00	.00	.00	.00	.00	+++	10.00	
5301	General Office Supplies	4,525.00	.00	4,525.00	1,776.81	2,748.19	39	765.02	
5303	Books & Manuals	.00	.00	.00	.00	.00	+++	175.00	
5304	Periodical/Subscriptions	.00	.00	.00	.00	.00	+++	50.00	
5305	Forms Printing	1,000.00	.00	1,000.00	758.44	241.56	76	925.34	
6103	Financial Audits	45,000.00	.00	45,000.00	4,934.00	40,066.00	11	6,725.50	
6106	Contractual Services	53,770.00	.00	53,770.00	44,266.94	9,503.06	82	26,522.44	
6125	Professional Development	200.00	.00	200.00	135.00	65.00	68	160.00	
6220	Postage	10,000.00	.00	10,000.00	4,097.14	5,902.86	41	3,892.17	
6300	Utilities	9,000.00	.00	9,000.00	4,644.91	4,355.09	52	3,907.18	
6401	General Liability	3,426.00	.00	3,426.00	3,712.98	(286.98)	108	5,304.00	
6411	Property Damage Ins.	848.00	.00	848.00	424.02	423.98	50	424.02	
6472	Other Ins./Employee Bond	62.00	.00	62.00	42.00	20.00	68	42.00	
6510	Meetings & Conferences	.00	.00	.00	120.00	(120.00)	+++	425.00	
6519	Association Membership	300.00	.00	300.00	268.34	31.66	89	300.00	
6604	Outside Vehicle Repair/Maint	.00	.00	.00	.00	.00	+++	95.96	
6640	Maintenance Contracts	.00	.00	.00	347.27	(347.27)	+++	347.27	
6740	Fiscal Management Fees	.00	.00	.00	2,625.85	(2,625.85)	+++	2,740.66	
6741	Misc. Bank Charges	9,000.00	.00	9,000.00	3,322.42	5,677.58	37	4,759.45	
6750	Business Equipment Rental	3,000.00	.00	3,000.00	1,278.29	1,721.71	43	1,412.50	
8711	Non Capital Asset Expense	20,000.00	.00	20,000.00	13,250.00	6,750.00	66	540.00	
Department 3510 - Accounting & Treasury Totals		\$502,475.00	\$0.00	\$502,475.00	\$244,973.99	\$257,501.01	49%	\$233,684.57	

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 Remaining	Used/Rec'd	%	Prior Year YTD
Department 3520 - Information Services									
4110	Regular Pay	85,026.00	.00	85,026.00	40,460.00	44,566.00	48	48	40,856.79
4599	Other Pay	.00	.00	.00	5,113.66	(5,113.66)	+++	+++	1,281.94
4910	Employer Paid Benefits	36,410.00	.00	36,410.00	16,308.87	20,101.13	45	45	16,531.33
5110	Fuel Oil & Lubricants	.00	.00	.00	.00	.00	+++	+++	10.45
5125	Repairs/Maint. Materials	.00	10,000.00	10,000.00	.00	10,000.00	0	0	3.11
5175	Computer Operating Supp.	4,000.00	.00	4,000.00	1,361.68	2,638.32	34	34	2,069.81
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++	+++	120.00
5201	Other Expense	.00	.00	.00	(35.94)	35.94	+++	+++	.00
5301	General Office Supplies	75.00	.00	75.00	.00	75.00	0	0	.00
5303	Books & Manuals	25.00	.00	25.00	.00	25.00	0	0	.00
6105	Consulting Services	8,000.00	.00	8,000.00	603.75	7,396.25	8	8	4,567.50
6106	Contractual Services	8,000.00	.00	8,000.00	7,210.81	789.19	90	90	6,814.50
6199	Other Professional Svc	.00	.00	.00	85.00	(85.00)	+++	+++	.00
6300	Utilities	1,300.00	.00	1,300.00	202.94	1,097.06	16	16	472.55
6472	Other Ins./Employee Bond	17.00	.00	17.00	.00	17.00	0	0	.00
6473	Vehicle Insurance	122.00	.00	122.00	61.02	60.98	50	50	61.02
6604	Outside Vehicle Repair/Maint	.00	.00	.00	.00	.00	+++	+++	106.12
6640	Maintenance Contracts	3,500.00	.00	3,500.00	.00	3,500.00	0	0	.00
Department 3520 - Information Services Totals		\$146,475.00	\$10,000.00	\$156,475.00	\$71,371.79	\$85,103.21	46%	46%	\$72,895.12
Department 4110 - Police Department									
4110	Regular Pay	1,480,414.00	.00	1,480,414.00	638,940.43	841,473.57	43	43	674,956.67
4120	Overtime Pay	80,000.00	.00	80,000.00	48,464.26	31,535.74	61	61	37,906.79
4310	Part-Time Pay	24,250.00	.00	24,250.00	53,669.40	(29,419.40)	221	221	13,287.00
4515	Standby Pay	6,000.00	.00	6,000.00	2,697.49	3,302.51	45	45	1,466.83
4599	Other Pay	70,000.00	.00	70,000.00	84,377.84	(14,377.84)	121	121	67,577.67
4910	Employer Paid Benefits	953,692.00	.00	953,692.00	452,499.13	501,192.87	47	47	465,964.12
4999	Labor Costs Applied	.00	(78,440.00)	(78,440.00)	.00	(78,440.00)	0	0	(7,219.05)
5101	Janitorial Supplies	1,700.00	.00	1,700.00	1,132.39	567.61	67	67	1,045.70
5105	First Aide Supplies	800.00	.00	800.00	.00	800.00	0	0	.00
5109	Uniforms/Safety Equipment	15,400.00	.00	15,400.00	3,835.32	11,564.68	25	25	2,095.15
5110	Fuel Oil & Lubricants	45,000.00	.00	45,000.00	27,831.87	17,168.13	62	62	27,050.04
5113	Evidence Supplies	1,400.00	.00	1,400.00	903.58	496.42	65	65	610.69
5150	Weapons/Range/Ammunition	6,500.00	.00	6,500.00	5,365.49	1,134.51	83	83	3,345.83
5175	Computer Operating Supp.	6,500.00	.00	6,500.00	2,339.94	4,160.06	36	36	2,264.32
5301	General Office Supplies	3,000.00	.00	3,000.00	1,131.66	1,868.34	38	38	1,226.10

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 Remaining	Used/Rec'd	%	Prior Year YTD
5303	Books & Manuals	250.00	.00	250.00	.00	250.00	0	0	.00
5304	Periodical/Subscriptions	800.00	.00	800.00	333.92	466.08	42	42	375.42
5305	Forms Printing	3,000.00	.00	3,000.00	878.82	2,121.18	29	29	633.58
5350	Audio-Visual Supplies	.00	.00	.00	.00	.00	+++	+++	39.81
5502	Building Maint. Supplies	500.00	.00	500.00	215.81	284.19	43	43	213.24
5503	Rolling Stock Supplies	5,000.00	.00	5,000.00	5,234.54	(234.54)	105	105	3,381.87
5504	Machinery/Equip/Supplies	2,500.00	.00	2,500.00	1,819.76	680.24	73	73	2,512.23
5530	Small Tools	2,500.00	.00	2,500.00	1,153.90	1,346.10	46	46	814.37
6101	Legal Services	1,500.00	.00	1,500.00	.00	1,500.00	0	0	.00
6105	Consulting Services	500.00	.00	500.00	.00	500.00	0	0	247.50
6106	Contractual Services	3,500.00	.00	3,500.00	2,025.00	1,475.00	58	58	2,025.00
6107	Promotion & Advertising	500.00	.00	500.00	109.50	390.50	22	22	10.98
6125	Professional Development	18,500.00	.00	18,500.00	7,019.89	11,480.11	38	38	6,708.15
6150	Fingerprinting	2,000.00	.00	2,000.00	3,568.00	(1,568.00)	178	178	1,216.00
6151	Investigations	750.00	.00	750.00	640.89	109.11	85	85	113.77
6153	Pre-Employment Testing	4,000.00	.00	4,000.00	7,007.61	(3,007.61)	175	175	2,535.99
6170	Pest Control Services	500.00	.00	500.00	289.00	211.00	58	58	214.00
6199	Other Professional Svc	1,900.00	.00	1,900.00	344.00	1,556.00	18	18	1,245.00
6220	Postage	550.00	.00	550.00	188.13	361.87	34	34	357.17
6300	Utilities	35,000.00	.00	35,000.00	15,769.30	19,230.70	45	45	16,334.41
6401	General Liability	40,774.00	.00	40,774.00	22,887.00	17,887.00	56	56	32,695.98
6411	Property Damage Ins.	2,612.00	.00	2,612.00	1,306.02	1,305.98	50	50	1,306.02
6472	Other Ins./Employee Bond	384.00	.00	384.00	192.00	192.00	50	50	192.00
6473	Vehicle Insurance	2,195.00	.00	2,195.00	1,097.52	1,097.48	50	50	1,097.52
6502	Shipping & Moving	.00	.00	.00	14,787.00	(14,787.00)	+++	+++	.00
6510	Meetings & Conferences	2,000.00	.00	2,000.00	1,843.01	156.99	92	92	10,680.17
6513	Meals & Lodging	.00	.00	.00	.00	.00	+++	+++	75.73
6519	Association Membership	1,250.00	.00	1,250.00	445.00	805.00	36	36	95.00
6601	Outside Equip. Repair/Mat	1,000.00	.00	1,000.00	38.01	961.99	4	4	1,299.70
6602	Outside Structural Repair	500.00	.00	500.00	.00	500.00	0	0	250.00
6604	Outside Vehicle Repair/Maint	20,000.00	.00	20,000.00	6,138.25	13,861.75	31	31	5,781.41
6640	Maintenance Contracts	8,000.00	.00	8,000.00	7,525.00	475.00	94	94	7,260.00
6741	Misc. Bank Charges	.00	.00	.00	.00	.00	+++	+++	41.00
6750	Business Equipment Rental	2,500.00	.00	2,500.00	1,442.60	1,057.40	58	58	1,131.40
7201	Automobiles	.00	.00	.00	364.74	(364.74)	+++	+++	8,977.84
8721	Payment To Other Agency	24,600.00	.00	24,600.00	24,855.32	(255.32)	101	101	4,450.04

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 Remaining	Used/Rec'd	%	Prior Year YTD
Department 4110 - Police Department Totals									
		\$2,884,221.00	(\$78,440.00)	\$2,805,781.00	\$1,452,708.34	\$1,353,072.66		52%	\$1,405,890.16
Department 4115 - Communications									
4110	Regular Pay	252,842.00	.00	252,842.00	113,458.09	139,383.91		45	99,859.78
4120	Overtime Pay	21,000.00	.00	21,000.00	16,112.58	4,887.42		77	13,281.18
4310	Part-Time Pay	21,000.00	.00	21,000.00	10,704.00	10,296.00		51	23,422.70
4599	Other Pay	12,000.00	.00	12,000.00	10,971.58	1,028.42		91	11,018.54
4910	Employer Paid Benefits	129,948.00	.00	129,948.00	50,744.87	79,203.13		39	51,758.27
5175	Computer Operating Supp.	1,200.00	.00	1,200.00	472.28	727.72		39	395.16
5301	General Office Supplies	2,500.00	.00	2,500.00	625.57	1,874.43		25	416.21
5504	Machinery/Equip/Supplies	500.00	.00	500.00	.00	500.00		0	.00
6125	Professional Development	2,200.00	.00	2,200.00	415.36	1,784.64		19	716.01
6300	Utilities	5,688.00	.00	5,688.00	1,076.63	4,611.37		19	1,520.59
6519	Association Membership	160.00	.00	160.00	.00	160.00		0	50.00
6601	Outside Equip. Repair/Mat	2,000.00	.00	2,000.00	.00	2,000.00		0	.00
6640	Maintenance Contracts	.00	.00	.00	7,476.72	(7,476.72)		+++	7,580.04
6750	Business Equipment Rental	3,000.00	.00	3,000.00	1,442.60	1,557.40		48	1,583.96
8721	Payment To Other Agency	15,000.00	.00	15,000.00	3,257.64	11,742.36		22	2,723.99
	Department 4115 - Communications Totals	\$469,038.00	\$0.00	\$469,038.00	\$216,757.92	\$252,280.08		46%	\$214,326.43
Department 4210 - Fire Department									
4110	Regular Pay	832,766.00	.00	832,766.00	300,303.25	532,462.75		36	355,949.36
4120	Overtime Pay	145,000.00	.00	145,000.00	129,468.96	15,531.04		89	72,928.12
4310	Part-Time Pay	129,000.00	.00	129,000.00	125,679.76	3,320.24		97	66,989.50
4510	Acting Pay	4,050.00	.00	4,050.00	.00	4,050.00		0	.00
4599	Other Pay	11,000.00	.00	11,000.00	41,451.87	(30,451.87)		377	29,185.62
4910	Employer Paid Benefits	520,366.00	.00	520,366.00	267,598.83	252,767.17		51	330,023.18
5101	Janitorial Supplies	400.00	.00	400.00	373.53	26.47		93	166.18
5105	First Aide Supplies	9,775.00	.00	9,775.00	3,829.72	5,945.28		39	4,542.26
5106	Photographic Supplies	75.00	.00	75.00	.00	75.00		0	58.43
5108	Communication Supplies	6,000.00	.00	6,000.00	1,124.68	4,875.32		19	3,781.95
5109	Uniforms/Safety Equipment	4,100.00	.00	4,100.00	6,099.40	(1,999.40)		149	2,536.98
5110	Fuel Oil & Lubricants	23,540.00	.00	23,540.00	11,908.51	11,631.49		51	10,775.65
5111	Fire Hoses & Couplings	850.00	.00	850.00	232.47	617.53		27	.00
5121	Safety Equipment	16,700.00	.00	16,700.00	2,312.44	14,387.56		14	1,112.11
5130	Advanced Life Support Equ	800.00	.00	800.00	.00	800.00		0	800.00
5175	Computer Operating Supp.	700.00	.00	700.00	.00	700.00		0	.00
5199	Misc. Operating Supplies	1,425.00	.00	1,425.00	2,683.44	(1,258.44)		188	1,521.31

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
5301	General Office Supplies	650.00	.00	650.00	419.24	230.76	64	64	417.42
5302	Copying Supplies	500.00	.00	500.00	88.72	411.28	18	18	.00
5303	Books & Manuals	300.00	.00	300.00	247.52	52.48	83	83	327.14
5304	Periodical/Subscriptions	75.00	.00	75.00	29.95	45.05	40	40	.00
5305	Forms Printing	.00	.00	.00	124.99	(124.99)	+++	+++	113.86
5350	Audio-Visual Supplies	100.00	.00	100.00	.00	100.00	0	0	.00
5501	Grounds Maint. Supplies	100.00	.00	100.00	.00	100.00	0	0	208.98
5502	Building Maint. Supplies	500.00	.00	500.00	133.83	366.17	27	27	106.00
5503	Rolling Stock Supplies	4,000.00	.00	4,000.00	2,688.42	1,311.58	67	67	1,135.84
5504	Machinery/Equip/Supplies	2,825.00	.00	2,825.00	359.75	2,465.25	13	13	761.02
5530	Small Tools	2,875.00	.00	2,875.00	492.88	2,382.12	17	17	728.66
6104	Engineering Services	6,750.00	.00	6,750.00	3,010.00	3,740.00	45	45	4,075.00
6105	Consulting Services	.00	.00	.00	1,024.35	(1,024.35)	+++	+++	.00
6106	Contractual Services	6,595.00	.00	6,595.00	4,138.00	2,457.00	63	63	3,138.00
6125	Professional Development	14,511.00	.00	14,511.00	6,809.50	7,701.50	47	47	6,711.95
6160	Vehicle Inspections	.00	.00	.00	.00	.00	+++	+++	48.75
6162	Mandated Fees/Inspections	370.00	.00	370.00	.00	370.00	0	0	250.00
6199	Other Professional Svc	.00	.00	.00	.00	.00	+++	+++	450.00
6220	Postage	125.00	.00	125.00	61.85	63.15	49	49	10.60
6300	Utilities	18,900.00	.00	18,900.00	9,679.62	9,220.38	51	51	7,503.86
6401	General Liability	13,609.00	.00	13,609.00	9,304.50	4,304.50	68	68	13,291.98
6411	Property Damage Ins.	1,158.00	.00	1,158.00	579.00	579.00	50	50	579.00
6472	Other Ins./Employee Bond	173.00	.00	173.00	87.48	85.52	51	51	87.48
6473	Vehicle Insurance	4,464.00	.00	4,464.00	2,232.00	2,232.00	50	50	2,232.00
6510	Meetings & Conferences	150.00	.00	150.00	827.64	(677.64)	552	552	40.00
6513	Meals & Lodging	1,000.00	.00	1,000.00	96.77	903.23	10	10	1,494.76
6514	Travel Expense	150.00	.00	150.00	206.08	(56.08)	137	137	82.85
6519	Association Membership	585.00	.00	585.00	300.00	285.00	51	51	365.00
6601	Outside Equip. Repair/Mat	1,600.00	.00	1,600.00	1,245.58	354.42	78	78	823.61
6602	Outside Structural Repair	200.00	.00	200.00	.00	200.00	0	0	.00
6604	Outside Vehicle Repair/Maint	9,400.00	.00	9,400.00	3,070.70	6,329.30	33	33	4,204.26
6640	Maintenance Contracts	780.00	.00	780.00	515.94	264.06	66	66	396.71
6710	Notices & Publications	500.00	.00	500.00	.00	500.00	0	0	.00
6720	Medical Examinations	4,500.00	.00	4,500.00	1,185.00	3,315.00	26	26	190.00
6730	Data Processing	150.00	.00	150.00	.00	150.00	0	0	.00
6750	Business Equipment Rental	2,000.00	.00	2,000.00	799.39	1,200.61	40	40	1,427.76

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
8721	Payment To Other Agency	2,000.00	.00	2,000.00	1,000.00	1,000.00	50	50	1,000.00
	Department 4210 - Fire Department Totals	\$1,808,142.00	\$0.00	\$1,808,142.00	\$943,825.56	\$864,316.44	52%	52%	\$932,573.14
	Department 4220 - EOC Disaster Preparedness								
5175	Computer Operating Supp.	100.00	.00	100.00	.00	100.00	0	0	.00
5199	Misc. Operating Supplies	175.00	.00	175.00	170.35	4.65	97	97	.00
5305	Forms Printing	200.00	.00	200.00	.00	200.00	0	0	.00
5504	Machinery/Equip/Supplies	100.00	.00	100.00	.00	100.00	0	0	.00
6300	Utilities	1,774.00	.00	1,774.00	750.55	1,023.45	42	42	884.25
6510	Meetings & Conferences	150.00	.00	150.00	.00	150.00	0	0	.00
6513	Meals & Lodging	.00	.00	.00	253.00	(253.00)	+++	+++	.00
6601	Outside Equip. Repair/Mat	400.00	.00	400.00	.00	400.00	0	0	.00
	Department 4220 - EOC Disaster Preparedness Totals	\$2,899.00	\$0.00	\$2,899.00	\$1,173.90	\$1,725.10	40%	40%	\$884.25
	Department 5205 - Public Services Admin								
4110	Regular Pay	496,821.00	.00	496,821.00	222,790.87	274,030.13	45	45	230,044.99
4120	Overtime Pay	3,000.00	.00	3,000.00	.00	3,000.00	0	0	14.04
4310	Part-Time Pay	.00	.00	.00	22,879.50	(22,879.50)	+++	+++	1,213.80
4599	Other Pay	6,200.00	.00	6,200.00	7,230.93	(1,030.93)	117	117	1,782.11
4910	Employer Paid Benefits	252,473.00	.00	252,473.00	100,874.99	151,598.01	40	40	120,326.34
4999	Labor Costs Applied	(40,000.00)	.00	(40,000.00)	2,218.52	(42,218.52)	-6	-6	7,898.69
5110	Fuel Oil & Lubricants	2,000.00	.00	2,000.00	1,005.02	994.98	50	50	727.02
5125	Repairs/Maint. Materials	4,062.00	.00	4,062.00	.00	4,062.00	0	0	.00
5175	Computer Operating Supp.	.00	.00	.00	1,837.98	(1,837.98)	+++	+++	53.86
5199	Misc. Operating Supplies	10,000.00	.00	10,000.00	4,069.64	5,930.36	41	41	3,010.64
5303	Books & Manuals	3,000.00	.00	3,000.00	.00	3,000.00	0	0	.00
5503	Rolling Stock Supplies	.00	.00	.00	.00	.00	+++	+++	120.00
5504	Machinery/Equip/Supplies	.00	.00	.00	.00	.00	+++	+++	392.49
6105	Consulting Services	5,000.00	.00	5,000.00	10,854.43	(5,854.43)	217	217	14,695.00
6106	Contractual Services	23,000.00	.00	23,000.00	22,234.87	765.13	97	97	13,580.50
6125	Professional Development	1,500.00	.00	1,500.00	30.00	1,470.00	2	2	205.00
6160	Vehicle Inspections	200.00	.00	200.00	.00	200.00	0	0	151.25
6161	Licenses & Permits	350.00	.00	350.00	.00	350.00	0	0	.00
6162	Mandated Fees/Inspections	200.00	.00	200.00	.00	200.00	0	0	.00
6199	Other Professional Svc	.00	.00	.00	84.50	(84.50)	+++	+++	.00
6220	Postage	.00	.00	.00	.00	.00	+++	+++	37.84
6300	Utilities	14,921.00	.00	14,921.00	7,293.18	7,627.82	49	49	5,667.44
6401	General Liability	23,739.00	.00	23,739.00	13,369.50	10,369.50	56	56	19,099.50

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6411	Property Damage Ins.	1,554.00	.00	1,554.00	777.00	777.00	50	50	777.00
6472	Other Ins./Employee Bond	163.00	.00	163.00	81.48	81.52	50	50	81.48
6473	Vehicle Insurance	244.00	.00	244.00	121.98	122.02	50	50	121.98
6510	Meetings & Conferences	4,500.00	.00	4,500.00	447.49	4,052.51	10	10	459.84
6511	Mileage Reimbursement	1,000.00	.00	1,000.00	.00	1,000.00	0	0	.00
6513	Meals & Lodging	1,000.00	.00	1,000.00	.00	1,000.00	0	0	.00
6514	Travel Expense	.00	.00	.00	.00	.00	+++	+++	148.94
6519	Association Membership	3,000.00	.00	3,000.00	918.34	2,081.66	31	31	605.00
6601	Outside Equip. Repair/Mat	.00	.00	.00	.00	.00	+++	+++	179.11
6604	Outside Vehicle Repair/Maint	100.00	.00	100.00	.00	100.00	0	0	.00
6701	Outside Clerical/Sec. Svc	2,000.00	.00	2,000.00	.00	2,000.00	0	0	.00
6710	Notices & Publications	5,000.00	.00	5,000.00	4,288.63	711.37	86	86	6,357.04
6741	Misc. Bank Charges	.00	.00	.00	1,314.86	(1,314.86)	+++	+++	674.26
6810	Equipment Rental	.00	.00	.00	238.50	(238.50)	+++	+++	223.40
8711	Non Capital Asset Expense	.00	.00	.00	(9,650.36)	9,650.36	+++	+++	(9,650.36)
8750	Bad Debts Written Off	.00	.00	.00	.00	.00	+++	+++	473.94
Department 5205 - Public Services Admin Totals		\$825,027.00	\$0.00	\$825,027.00	\$415,311.85	\$409,715.15	50%	50%	\$419,472.14
Department 5220 - Vehicle Maintenance									
4110	Regular Pay	50,336.00	.00	50,336.00	25,361.60	24,974.40	50	50	24,514.60
4599	Other Pay	.00	.00	.00	579.11	(579.11)	+++	+++	.00
4910	Employer Paid Benefits	38,262.00	.00	38,262.00	15,651.87	22,610.13	41	41	17,320.85
4999	Labor Costs Applied	1,500.00	.00	1,500.00	.00	1,500.00	0	0	.00
5105	First Aide Supplies	100.00	.00	100.00	.00	100.00	0	0	.00
5109	Uniforms/Safety Equipment	750.00	.00	750.00	738.29	11.71	98	98	570.90
5110	Fuel Oil & Lubricants	1,500.00	.00	1,500.00	2,473.11	(973.11)	165	165	2,022.85
5125	Repairs/Maint. Materials	.00	.00	.00	.00	.00	+++	+++	325.00
5199	Misc. Operating Supplies	1,000.00	.00	1,000.00	73.24	926.76	7	7	1,185.70
5502	Building Maint. Supplies	.00	.00	.00	.00	.00	+++	+++	13.41
5530	Small Tools	500.00	.00	500.00	16.15	483.85	3	3	.00
6106	Contractual Services	.00	.00	.00	.00	.00	+++	+++	690.00
6161	Licenses & Permits	3,000.00	.00	3,000.00	810.40	2,189.60	27	27	3,057.23
6162	Mandated Fees/Inspections	15,000.00	.00	15,000.00	2,779.11	12,220.89	19	19	2,347.29
6300	Utilities	4,500.00	.00	4,500.00	1,262.92	3,237.08	28	28	1,392.60
6401	General Liability	1,567.00	.00	1,567.00	1,033.50	533.50	66	66	1,476.48
6411	Property Damage Ins.	141.00	.00	141.00	70.50	70.50	50	50	70.50
6472	Other Ins./Employee Bond	16.00	.00	16.00	8.52	7.48	53	53	8.52

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6473	Vehicle Insurance	122.00	.00	122.00	61.02	60.98	50	50	61.02
6720	Medical Examinations	95.00	.00	95.00	95.00	.00	100	100	.00
6810	Equipment Rental	.00	.00	.00	73.07	(73.07)	+++	+++	214.71
Department 5220 - Vehicle Maintenance Totals		\$118,389.00	\$0.00	\$118,389.00	\$51,087.41	\$67,301.59	43%	43%	\$55,271.66
Department 5230 - Street Maintenance									
4110	Regular Pay	88,649.00	.00	88,649.00	37,420.32	51,228.68	42	42	27,936.77
4120	Overtime Pay	.00	.00	.00	138.98	(138.98)	+++	+++	.00
4310	Part-Time Pay	.00	.00	.00	.00	.00	+++	+++	7,091.25
4910	Employer Paid Benefits	50,663.00	.00	50,663.00	22,361.13	28,301.87	44	44	21,975.44
4999	Labor Costs Applied	2,708.00	.00	2,708.00	5,114.33	(2,406.33)	189	189	5,671.84
5109	Uniforms/Safety Equipment	600.00	.00	600.00	657.77	(57.77)	110	110	1,386.96
5110	Fuel Oil & Lubricants	3,400.00	.00	3,400.00	7,234.22	(3,834.22)	213	213	8,454.68
5125	Repairs/Maint. Materials	1,000.00	.00	1,000.00	.00	1,000.00	0	0	362.22
5175	Computer Operating Supp.	.00	.00	.00	550.00	(550.00)	+++	+++	.00
5199	Misc. Operating Supplies	15,000.00	.00	15,000.00	7,902.58	7,097.42	53	53	8,490.15
5302	Copying Supplies	.00	.00	.00	.00	.00	+++	+++	17.78
5503	Rolling Stock Supplies	.00	.00	.00	89.19	(89.19)	+++	+++	.00
5504	Machinery/Equip/Supplies	300.00	.00	300.00	75.82	224.18	25	25	517.69
5530	Small Tools	.00	.00	.00	120.38	(120.38)	+++	+++	265.51
6106	Contractual Services	50,000.00	.00	50,000.00	27,771.81	22,228.19	56	56	25,610.36
6161	Licenses & Permits	1,060.00	.00	1,060.00	.00	1,060.00	0	0	.00
6162	Mandated Fees/Inspections	.00	.00	.00	225.00	(225.00)	+++	+++	.00
6300	Utilities	4,300.00	.00	4,300.00	2,550.92	1,749.08	59	59	2,694.38
6399	Other Utilities	3,611.00	.00	3,611.00	.00	3,611.00	0	0	.00
6401	General Liability	2,887.00	.00	2,887.00	1,693.50	1,193.50	59	59	2,434.02
6411	Property Damage Ins.	73.00	.00	73.00	36.48	36.52	50	50	36.48
6472	Other Ins./Employee Bond	34.00	.00	34.00	16.50	17.50	49	49	16.50
6473	Vehicle Insurance	96.00	.00	96.00	48.00	48.00	50	50	48.00
6510	Meetings & Conferences	.00	.00	.00	199.00	(199.00)	+++	+++	.00
6519	Association Membership	173.00	.00	173.00	.00	173.00	0	0	.00
6604	Outside Vehicle Repair/Maint	.00	.00	.00	559.13	(559.13)	+++	+++	15,801.29
6710	Notices & Publications	.00	.00	.00	669.13	(669.13)	+++	+++	.00
Department 5230 - Street Maintenance Totals		\$224,554.00	\$0.00	\$224,554.00	\$115,434.19	\$109,119.81	51%	51%	\$128,811.32
Department 5232 - Street Trees									
4110	Regular Pay	43,918.00	.00	43,918.00	6,244.97	37,673.03	14	14	7,434.88
4120	Overtime Pay	.00	.00	.00	.00	.00	+++	+++	131.02

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
4310	Part-Time Pay	.00	.00	.00	1,685.00	(1,685.00)	+++		.00
4910	Employer Paid Benefits	21,095.00	.00	21,095.00	6,752.84	14,342.16	32		4,906.66
4999	Labor Costs Applied	.00	.00	.00	6,708.38	(6,708.38)	+++		453.11
5109	Uniforms/Safety Equipment	270.00	.00	270.00	.00	270.00	0		.00
5110	Fuel Oil & Lubricants	1,350.00	.00	1,350.00	.00	1,350.00	0		.00
5125	Repairs/Maint. Materials	3,000.00	.00	3,000.00	844.59	2,155.41	28		.00
5199	Misc. Operating Supplies	3,833.00	.00	3,833.00	408.90	3,424.10	11		.00
5501	Grounds Maint. Supplies	300.00	.00	300.00	.00	300.00	0		.00
5502	Building Maint. Supplies	.00	.00	.00	28.03	(28.03)	+++		.00
5504	Machinery/Equip/Supplies	300.00	.00	300.00	.00	300.00	0		.00
6105	Consulting Services	270.00	.00	270.00	.00	270.00	0		.00
6106	Contractual Services	20,461.00	.00	20,461.00	21,280.00	(819.00)	104		22,307.50
6160	Vehicle Inspections	30.00	.00	30.00	.00	30.00	0		1,670.00
6161	Licenses & Permits	15.00	.00	15.00	.00	15.00	0		.00
6162	Mandated Fees/Inspections	75.00	.00	75.00	.00	75.00	0		.00
6300	Utilities	4,268.00	.00	4,268.00	.00	4,268.00	0		.00
6401	General Liability	723.00	.00	723.00	361.50	361.50	50		516.48
6411	Property Damage Ins.	79.00	.00	79.00	39.48	39.52	50		39.48
6472	Other Ins./Employee Bond	17.00	.00	17.00	.00	17.00	0		.00
6473	Vehicle Insurance	330.00	.00	330.00	165.00	165.00	50		165.00
6603	Outside Ground Repair	2,100.00	.00	2,100.00	27.13	2,072.87	1		.00
Department 5232 - Street Trees Totals		\$102,434.00	\$0.00	\$102,434.00	\$44,545.82	\$57,888.18	43%		\$37,624.13
Department 5234 - Street Lighting									
4910	Employer Paid Benefits	.00	.00	.00	30.48	(30.48)	+++		.00
4999	Labor Costs Applied	.00	.00	.00	63.64	(63.64)	+++		.00
6106	Contractual Services	.00	.00	.00	.00	.00	+++		751.65
6300	Utilities	.00	.00	.00	40,206.06	(40,206.06)	+++		40,062.23
6301	Electricity	105,000.00	.00	105,000.00	.00	105,000.00	0		.00
Department 5234 - Street Lighting Totals		\$105,000.00	\$0.00	\$105,000.00	\$40,300.18	\$64,699.82	38%		\$40,813.88
Department 5235 - Storm Drain/Creek Maint.									
4110	Regular Pay	56,112.00	.00	56,112.00	10,674.45	45,437.55	19		12,391.28
4120	Overtime Pay	900.00	.00	900.00	.00	900.00	0		.00
4910	Employer Paid Benefits	27,730.00	.00	27,730.00	8,548.03	19,181.97	31		13,638.32
4999	Labor Costs Applied	.00	.00	.00	6,306.33	(6,306.33)	+++		11,400.11
5109	Uniforms/Safety Equipment	300.00	.00	300.00	.00	300.00	0		.00
5110	Fuel Oil & Lubricants	2,250.00	.00	2,250.00	.00	2,250.00	0		.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
5125	Repairs/Maint. Materials	5,000.00	.00	5,000.00	.00	5,000.00	0	0	.00
5199	Misc. Operating Supplies	10,490.00	.00	10,490.00	522.90	9,967.10	5	5	5,225.21
5501	Grounds Maint. Supplies	500.00	.00	500.00	.00	500.00	0	0	.00
5530	Small Tools	300.00	.00	300.00	.00	300.00	0	0	.00
6105	Consulting Services	2,500.00	.00	2,500.00	.00	2,500.00	0	0	.00
6106	Contractual Services	9,000.00	.00	9,000.00	3,879.05	5,120.95	43	43	3,185.53
6107	Promotion & Advertising	.00	.00	.00	.00	.00	+++	+++	344.55
6161	Licenses & Permits	6,000.00	.00	6,000.00	.00	6,000.00	0	0	7,279.00
6162	Mandated Fees/Inspections	.00	.00	.00	7,279.00	(7,279.00)	+++	+++	.00
6300	Utilities	7,113.00	.00	7,113.00	64.70	7,048.30	1	1	.00
6401	General Liability	1,205.00	.00	1,205.00	602.52	602.48	50	50	860.52
6411	Property Damage Ins.	131.00	.00	131.00	65.52	65.48	50	50	65.52
6472	Other Ins./Employee Bond	17.00	.00	17.00	.00	17.00	0	0	.00
6473	Vehicle Insurance	550.00	.00	550.00	274.98	275.02	50	50	274.98
6510	Meetings & Conferences	500.00	.00	500.00	.00	500.00	0	0	.00
6519	Association Membership	250.00	.00	250.00	95.00	155.00	38	38	100.00
6710	Notices & Publications	.00	.00	.00	.00	.00	+++	+++	1,468.99
6810	Equipment Rental	.00	.00	.00	.00	.00	+++	+++	1,356.93
Department 5235 - Storm Drain/Creek Maint. Totals		\$130,848.00	\$0.00	\$130,848.00	\$38,312.48	\$92,535.52	29%	29%	\$57,590.94
Department 5270 - Curbside Recycling		21,000.00	.00	21,000.00	.00	21,000.00	0	0	.00
Labor Costs Applied		\$21,000.00	\$0.00	\$21,000.00	\$0.00	\$21,000.00	0%	0%	\$0.00
Department 6110 - R & P Administration		167,489.00	.00	167,489.00	74,511.62	92,977.38	44	44	74,529.91
4110	Regular Pay	.00	.00	.00	157.20	(157.20)	+++	+++	.00
4120	Overtime Pay	40,000.00	.00	40,000.00	34,739.83	5,260.17	87	87	29,777.33
4310	Part-Time Pay	.00	.00	.00	16,787.32	(16,787.32)	+++	+++	7,956.46
4599	Other Pay	67,606.00	.00	67,606.00	32,172.96	35,433.04	48	48	34,379.63
4910	Employer Paid Benefits	2,200.00	.00	2,200.00	742.14	1,457.86	34	34	38.43
5175	Computer Operating Supp.	750.00	.00	750.00	404.77	345.23	54	54	198.11
5199	Misc. Operating Supplies	600.00	.00	600.00	187.67	412.33	31	31	316.11
5301	General Office Supplies	100.00	.00	100.00	.00	100.00	0	0	.00
5350	Audio-Visual Supplies	18,500.00	.00	18,500.00	3,367.00	15,133.00	18	18	5,455.40
6106	Contractual Services	200.00	.00	200.00	.00	200.00	0	0	.00
6107	Promotion & Advertising	.00	.00	.00	.00	.00	+++	+++	150.00
6125	Professional Development	250.00	.00	250.00	199.32	50.68	80	80	190.00
6220	Postage								

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6300	Utilities	3,500.00	.00	3,500.00	2,021.09	1,478.91	58	58	1,203.13
6401	General Liability	3,208.00	.00	3,208.00	2,104.02	1,103.98	66	66	3,005.52
6411	Property Damage Ins.	281.00	.00	281.00	140.52	140.48	50	50	140.52
6472	Other Ins./Employee Bond	34.00	.00	34.00	25.02	8.98	74	74	25.02
6473	Vehicle Insurance	122.00	.00	122.00	61.02	60.98	50	50	61.02
6510	Meetings & Conferences	.00	.00	.00	69.11	(69.11)	+++	+++	.00
6519	Association Membership	500.00	.00	500.00	495.00	5.00	99	99	635.00
6601	Outside Equip. Repair/Mat	700.00	.00	700.00	.00	700.00	0	0	.00
6640	Maintenance Contracts	8,775.00	.00	8,775.00	2,827.78	5,947.22	32	32	3,466.18
6710	Notices & Publications	500.00	.00	500.00	50.00	450.00	10	10	.00
Department 6110 - R & P Administration Totals		\$315,315.00	\$0.00	\$315,315.00	\$171,063.39	\$144,251.61	54%	54%	\$161,527.77
6106	Contractual Services	9,600.00	.00	9,600.00	5,755.30	3,844.70	60	60	5,582.40
Department 6125 - Dance 39+ Totals		\$9,600.00	\$0.00	\$9,600.00	\$5,755.30	\$3,844.70	60%	60%	\$5,582.40
Department 6130 - Rec & Parks Sports									
4110	Regular Pay	57,015.00	.00	57,015.00	29,320.12	27,694.88	51	51	28,219.50
4120	Overtime Pay	671.00	.00	671.00	394.00	287.00	57	57	199.10
4310	Part-Time Pay	75,000.00	.00	75,000.00	62,109.33	12,890.67	83	83	60,350.02
4599	Other Pay	.00	.00	.00	3,309.88	(3,309.88)	+++	+++	1,915.75
4910	Employer Paid Benefits	33,157.00	.00	33,157.00	19,174.04	13,982.96	58	58	21,049.08
5102	Recreation Supplies	22,000.00	.00	22,000.00	25,120.34	(3,120.34)	114	114	22,235.31
5105	First Aide Supplies	100.00	.00	100.00	114.64	(14.64)	115	115	414.25
5109	Uniforms/Safety Equipment	500.00	.00	500.00	265.05	234.95	53	53	381.86
5199	Misc. Operating Supplies	2,300.00	.00	2,300.00	379.61	1,920.39	17	17	1,703.71
5301	General Office Supplies	1,000.00	.00	1,000.00	51.79	948.21	5	5	125.02
5305	Forms Printing	500.00	.00	500.00	453.24	46.76	91	91	351.81
5352	Award/Trophy Supplies	9,000.00	.00	9,000.00	3,971.17	5,028.83	44	44	2,714.62
6106	Contractual Services	6,800.00	.00	6,800.00	8,186.07	(1,386.07)	120	120	5,593.89
6300	Utilities	550.00	.00	550.00	40.82	509.18	7	7	52.72
6401	General Liability	1,299.00	.00	1,299.00	649.50	649.50	50	50	927.48
6411	Property Damage Ins.	141.00	.00	141.00	70.50	70.50	50	50	70.50
6472	Other Ins./Employee Bond	17.00	.00	17.00	8.52	8.48	50	50	8.52
6473	Vehicle Insurance	.00	.00	.00	30.48	(30.48)	+++	+++	30.48
6519	Association Membership	8,779.00	.00	8,779.00	6,276.50	2,502.50	71	71	3,502.00
6812	Space Rental	22,000.00	.00	22,000.00	1,260.00	20,740.00	6	6	500.00
Department 6130 - Rec & Parks Sports Totals		\$240,829.00	\$0.00	\$240,829.00	\$161,175.60	\$79,653.40	67%	67%	\$150,345.62

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Department 6140 - R & P Youth Services									
4110	Regular Pay	59,866.00	.00	59,866.00	29,593.53	30,272.47	49	49	28,461.76
4120	Overtime Pay	.00	.00	.00	15.37	(15.37)	+++	+++	91.43
4310	Part-Time Pay	147,000.00	.00	147,000.00	80,808.69	66,191.31	55	55	96,072.90
4599	Other Pay	.00	.00	.00	315.23	(315.23)	+++	+++	292.48
4910	Employer Paid Benefits	49,782.00	.00	49,782.00	27,944.48	21,837.52	56	56	33,177.89
5102	Recreation Supplies	8,000.00	.00	8,000.00	3,034.22	4,965.78	38	38	4,508.00
5105	First Aide Supplies	400.00	.00	400.00	245.78	154.22	61	61	.00
5109	Uniforms/Safety Equipment	1,500.00	.00	1,500.00	1,053.68	446.32	70	70	199.59
5199	Misc. Operating Supplies	1,573.00	.00	1,573.00	443.82	1,129.18	28	28	226.23
5301	General Office Supplies	600.00	.00	600.00	230.01	369.99	38	38	425.22
5304	Periodical/Subscriptions	35.00	.00	35.00	.00	35.00	0	0	.00
5305	Forms Printing	500.00	.00	500.00	400.08	99.92	80	80	127.28
6125	Professional Development	200.00	.00	200.00	50.00	150.00	25	25	55.00
6150	Fingerprinting	500.00	.00	500.00	328.00	172.00	66	66	81.00
6161	Licenses & Permits	600.00	.00	600.00	.00	600.00	0	0	.00
6300	Utilities	2,000.00	.00	2,000.00	632.85	1,367.15	32	32	688.79
6401	General Liability	1,233.00	.00	1,233.00	616.50	616.50	50	50	880.50
6411	Property Damage Ins.	141.00	.00	141.00	70.50	70.50	50	50	70.50
6472	Other Ins./Employee Bond	17.00	.00	17.00	8.52	8.48	50	50	8.52
6473	Vehicle Insurance	.00	.00	.00	30.48	(30.48)	+++	+++	30.48
6519	Association Membership	250.00	.00	250.00	150.00	100.00	60	60	140.00
6812	Space Rental	.00	.00	.00	1,887.00	(1,887.00)	+++	+++	3,562.00
Department 6140 - R & P Youth Services Totals		\$274,197.00	\$0.00	\$274,197.00	\$147,858.74	\$126,338.26	54%	54%	\$169,099.57
Department 6143 - Teen Programs Division									
4110	Regular Pay	.00	.00	.00	797.75	(797.75)	+++	+++	.00
4120	Overtime Pay	.00	.00	.00	9.86	(9.86)	+++	+++	.00
4310	Part-Time Pay	43,000.00	.00	43,000.00	21,708.21	21,291.79	50	50	22,737.40
4910	Employer Paid Benefits	6,707.00	.00	6,707.00	3,989.29	2,717.71	59	59	4,234.96
5102	Recreation Supplies	6,317.00	.00	6,317.00	1,776.25	4,540.75	28	28	1,951.63
5105	First Aide Supplies	50.00	.00	50.00	.00	50.00	0	0	.00
5109	Uniforms/Safety Equipment	100.00	.00	100.00	.00	100.00	0	0	.00
5199	Misc. Operating Supplies	600.00	.00	600.00	355.14	244.86	59	59	348.29
5301	General Office Supplies	300.00	.00	300.00	93.54	206.46	31	31	195.46
5304	Periodical/Subscriptions	.00	.00	.00	.00	.00	+++	+++	14.99
5305	Forms Printing	.00	.00	.00	.00	.00	+++	+++	4.53

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6106	Contractual Services	200.00	.00	200.00	.00	200.00	0	0	77.89
6161	Licenses & Permits	400.00	.00	400.00	.00	400.00	0	0	518.96
6300	Utilities	.00	.00	.00	2,046.38	(2,046.38)	+++	+++	2,056.66
6472	Other Ins./Employee Bond	17.00	.00	17.00	.00	17.00	0	0	.00
6742	Cr. Card Processing Chgs.	.00	.00	.00	.00	.00	+++	+++	3.97
Department 6143 - Teen Programs Division Totals		\$57,691.00	\$0.00	\$57,691.00	\$30,776.42	\$26,914.58	53%	53%	\$32,144.74
Department 6150 - R & P City Facilities									
4110	Regular Pay	137,343.00	.00	137,343.00	26,698.57	110,644.43	19	19	48,218.23
4120	Overtime Pay	500.00	.00	500.00	203.09	296.91	41	41	589.03
4310	Part-Time Pay	15,000.00	.00	15,000.00	15,456.94	(456.94)	103	103	23,692.38
4599	Other Pay	.00	.00	.00	13,360.14	(13,360.14)	+++	+++	1,754.16
4910	Employer Paid Benefits	109,252.00	.00	109,252.00	26,873.08	82,378.92	25	25	40,216.58
4999	Labor Costs Applied	.00	.00	.00	2,927.28	(2,927.28)	+++	+++	1,355.48
5101	Janitorial Supplies	15,000.00	.00	15,000.00	13,015.41	1,984.59	87	87	8,836.24
5109	Uniforms/Safety Equipment	3,000.00	.00	3,000.00	1,955.03	1,044.97	65	65	1,237.70
5110	Fuel Oil & Lubricants	5,000.00	.00	5,000.00	2,729.69	2,270.31	55	55	3,269.23
5199	Misc. Operating Supplies	3,000.00	.00	3,000.00	2,500.13	499.87	83	83	2,358.66
5201	Other Expense	2,000.00	.00	2,000.00	1,474.00	526.00	74	74	.00
5301	General Office Supplies	.00	.00	.00	.00	.00	+++	+++	70.04
5501	Grounds Maint. Supplies	.00	.00	.00	663.70	(663.70)	+++	+++	399.03
5502	Building Maint. Supplies	4,000.00	.00	4,000.00	2,949.54	1,050.46	74	74	921.27
5503	Rolling Stock Supplies	.00	.00	.00	423.82	(423.82)	+++	+++	.00
5504	Machinery/Equip/Supplies	4,000.00	.00	4,000.00	334.14	3,665.86	8	8	4,831.39
5530	Small Tools	500.00	.00	500.00	1,869.43	(1,369.43)	374	374	91.20
6106	Contractual Services	.00	.00	.00	5,267.84	(5,267.84)	+++	+++	2,698.15
6199	Other Professional Svc	3,000.00	.00	3,000.00	1,129.74	1,870.26	38	38	613.30
6300	Utilities	36,000.00	.00	36,000.00	12,559.32	23,440.68	35	35	17,254.90
6401	General Liability	4,795.00	.00	4,795.00	2,897.52	1,897.48	60	60	4,139.52
6411	Property Damage Ins.	495.00	.00	495.00	247.50	247.50	50	50	247.50
6472	Other Ins./Employee Bond	58.00	.00	58.00	28.98	29.02	50	50	28.98
6473	Vehicle Insurance	366.00	.00	366.00	183.00	183.00	50	50	183.00
6601	Outside Equip. Repair/Mat	1,500.00	.00	1,500.00	.00	1,500.00	0	0	88.19
6602	Outside Structural Repair	2,000.00	.00	2,000.00	.00	2,000.00	0	0	.00
6604	Outside Vehicle Repair/Maint	1,000.00	.00	1,000.00	173.60	826.40	17	17	.00
6640	Maintenance Contracts	3,000.00	.00	3,000.00	272.50	2,727.50	9	9	1,590.04
Department 6150 - R & P City Facilities Totals		\$350,809.00	\$0.00	\$350,809.00	\$136,193.99	\$214,615.01	39%	39%	\$164,684.20

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Department 6160 - R & P Parks Division									
4110	Regular Pay	200,922.00	.00	200,922.00	106,692.60	94,229.40	53		96,705.16
4120	Overtime Pay	650.00	.00	650.00	.00	650.00	0		.00
4310	Part-Time Pay	.00	.00	.00	8,937.24	(8,937.24)	+++		844.68
4599	Other Pay	.00	.00	.00	11,849.53	(11,849.53)	+++		.00
4910	Employer Paid Benefits	133,442.00	.00	133,442.00	65,397.63	68,044.37	49		58,873.27
4999	Labor Costs Applied	(5,000.00)	.00	(5,000.00)	2,611.80	(7,611.80)	-52		.00
5101	Janitorial Supplies	.00	.00	.00	.00	.00	+++		14.00
5109	Uniforms/Safety Equipment	2,000.00	.00	2,000.00	1,069.05	910.95	54		1,085.80
5110	Fuel Oil & Lubricants	8,000.00	.00	8,000.00	3,311.91	4,688.09	41		3,051.63
5199	Misc. Operating Supplies	5,650.00	.00	5,650.00	3,464.84	2,185.16	61		4,383.78
5501	Grounds Maint. Supplies	5,000.00	.00	5,000.00	3,418.05	1,581.95	68		2,953.00
5502	Building Maint. Supplies	.00	.00	.00	851.57	(851.57)	+++		.00
5503	Rolling Stock Supplies	.00	.00	.00	751.00	(751.00)	+++		9.15
5504	Machinery/Equip/Supplies	.00	.00	.00	1,299.27	(1,299.27)	+++		2,154.13
5530	Small Tools	1,000.00	.00	1,000.00	1,653.76	(653.76)	165		285.43
6106	Contractual Services	.00	.00	.00	1,685.00	(1,685.00)	+++		3,025.00
6199	Other Professional Svc	9,000.00	.00	9,000.00	175.00	8,825.00	2		85.00
6201	Telephone	2,000.00	.00	2,000.00	.00	2,000.00	0		.00
6300	Utilities	153,400.00	.00	153,400.00	52,636.53	100,763.47	34		86,381.14
6401	General Liability	2,357.00	.00	2,357.00	1,678.50	678.50	71		2,398.02
6411	Property Damage Ins.	336.00	.00	336.00	168.00	168.00	50		168.00
6472	Other Ins./Employee Bond	75.00	.00	75.00	37.50	37.50	50		37.50
6473	Vehicle Insurance	122.00	.00	122.00	4.98	117.02	4		4.98
6601	Outside Equip. Repair/Mat	1,016.00	.00	1,016.00	.00	1,016.00	0		.00
6602	Outside Structural Repair	5,955.00	.00	5,955.00	41.29	5,913.71	1		1,920.34
6604	Outside Vehicle Repair/Maint	4,000.00	.00	4,000.00	(506.86)	4,506.86	-13		461.25
6720	Medical Examinations	.00	.00	.00	.00	.00	+++		155.00
6810	Equipment Rental	4,000.00	.00	4,000.00	2,632.76	1,367.24	66		2,083.23
6812	Space Rental	300.00	.00	300.00	.00	300.00	0		.00
7302	Equipment Acquisition	.00	32,000.00	32,000.00	36,078.28	(4,078.28)	113		.00
Department 6160 - R & P Parks Division Totals		\$534,225.00	\$32,000.00	\$566,225.00	\$305,959.23	\$260,265.77	54%		\$267,079.49
Department 6210 - Property Management									
5201	Other Expense	.00	.00	.00	2,848.57	(2,848.57)	+++		.00
6106	Contractual Services	2,000.00	.00	2,000.00	3,524.40	(1,524.40)	176		.00
6170	Pest Control Services	500.00	.00	500.00	.00	500.00	0		.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6300	Utilities	.00	.00	.00	213.85	(213.85)	+++		201.44
	Department 6210 - Property Management Totals	\$2,500.00	\$0.00	\$2,500.00	\$6,586.82	(\$4,086.82)	263%		\$201.44
	Department 6212 - Special Signage								
6106	Contractural Services	.00	.00	.00	.00	.00	+++		949.00
6107	Promotion & Advertising	2,703.00	.00	2,703.00	418.40	2,284.60	15		467.80
	Department 6212 - Special Signage Totals	\$2,703.00	\$0.00	\$2,703.00	\$418.40	\$2,284.60	15%		\$1,416.80
	Department 7710 - Interfund Transactions								
8501	Transfers Out	58,425.00	.00	58,425.00	1,382,631.88	(1,324,206.88)	2367		661.12
	Department 7710 - Interfund Transactions Totals	\$58,425.00	\$0.00	\$58,425.00	\$1,382,631.88	(\$1,324,206.88)	2367%		\$661.12
	EXPENSE TOTALS	\$10,244,783.00	(\$27,240.00)	\$10,217,543.00	\$6,545,785.41	\$3,671,757.59	64%		\$5,077,333.04
	Fund 001 - General Fund Totals								
	REVENUE TOTALS	10,244,783.00	(28,440.00)	10,216,343.00	4,494,924.49	5,721,418.51	44		4,668,576.02
	EXPENSE TOTALS	10,244,783.00	(27,240.00)	10,217,543.00	6,545,785.41	3,671,757.59	64		5,077,333.04
	Fund 001 - General Fund Totals	\$0.00	(\$1,200.00)	(\$1,200.00)	(\$2,050,860.92)	\$2,049,660.92			(\$408,757.02)

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Account	Account Description	Adopted Budget	Budget Amendments	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 050 - Gen. Gov. Vehicle Replacement								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	1,000.00	.00	.00	1,000.00	0	0%	.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0%		\$0.00
Department 6160 - R & P Parks Division								
3990	Other Misc. Revenues	.00	.00	.00	.00	+++		1,500.00
	Department 6160 - R & P Parks Division Totals	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$1,500.00
	REVENUE TOTALS	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0%		\$1,500.00
EXPENSE								
Department 4110 - Police Department								
7201	Automobiles	70,000.00	.00	67,702.19	2,297.81	97		35,106.79
	Department 4110 - Police Department Totals	\$70,000.00	\$0.00	\$67,702.19	\$2,297.81	97%		\$35,106.79
Department 4210 - Fire Department								
7201	Automobiles	57,131.00	.00	.00	57,131.00	0		.00
	Department 4210 - Fire Department Totals	\$57,131.00	\$0.00	\$0.00	\$57,131.00	0%		\$0.00
Department 6160 - R & P Parks Division								
7201	Automobiles	.00	.00	.00	.00	+++		2,581.65
	Department 6160 - R & P Parks Division Totals	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$2,581.65
	EXPENSE TOTALS	\$127,131.00	\$0.00	\$67,702.19	\$59,428.81	53%		\$37,688.44
Fund 050 - Gen. Gov. Vehicle Replacement								
REVENUE TOTALS		1,000.00	.00	.00	1,000.00	0		1,500.00
EXPENSE TOTALS		127,131.00	.00	67,702.19	59,428.81	53		37,688.44
Fund 050 - Gen. Gov. Vehicle Replacement Totals		(\$126,131.00)	\$0.00	(\$67,702.19)	(\$58,428.81)			(\$36,188.44)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 051 - G/F Emergency Reserve Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3710	Interest Income	15,000.00	.00	15,000.00	.00	15,000.00	0	0%	.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	0%	0%	\$0.00
	REVENUE TOTALS	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	0%	0%	\$0.00
EXPENSE									
Department 7710 - Interfund Transactions									
8410	Intrafund Expense Trans.	100,000.00	.00	100,000.00	218,005.00	(118,005.00)	218		150,000.00
8501	Transfers Out	126,803.00	.00	126,803.00	.00	126,803.00	0		.00
	Department 7710 - Interfund Transactions Totals	\$226,803.00	\$0.00	\$226,803.00	\$218,005.00	\$8,798.00	96%	96%	\$150,000.00
	EXPENSE TOTALS	\$226,803.00	\$0.00	\$226,803.00	\$218,005.00	\$8,798.00	96%	96%	\$150,000.00
Fund 051 - G/F Emergency Reserve Fund Totals									
	REVENUE TOTALS	15,000.00	.00	15,000.00	.00	15,000.00	0		.00
	EXPENSE TOTALS	226,803.00	.00	226,803.00	218,005.00	8,798.00	96		150,000.00
Fund 051 - G/F Emergency Reserve Fund Totals		(\$211,803.00)	\$0.00	(\$211,803.00)	(\$218,005.00)	\$6,202.00			(\$150,000.00)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 052 - G/F Facility Maint. Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3710	Interest Income	.00	.00	.00	50,200.00	(50,200.00)	+++		.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$0.00	\$0.00	\$0.00	\$50,200.00	(\$50,200.00)	+++		\$0.00
Department 6150 - R & P City Facilities									
3913	Sale of Real Property	50,200.00	.00	50,200.00	.00	50,200.00	0		.00
	Department 6150 - R & P City Facilities Totals	\$50,200.00	\$0.00	\$50,200.00	\$0.00	\$50,200.00	0%		\$0.00
	REVENUE TOTALS	\$50,200.00	\$0.00	\$50,200.00	\$50,200.00	(\$0.00)	100%		\$0.00
EXPENSE									
Department 6150 - R & P City Facilities									
5199	Misc. Operating Supplies	.00	.00	.00	3,686.60	(3,686.60)	+++		54.81
5501	Grounds Maint. Supplies	.00	.00	.00	198.26	(198.26)	+++		3,534.96
6106	Contractual Services	.00	.00	.00	1,100.00	(1,100.00)	+++		75,350.78
6161	Licenses & Permits	.00	.00	.00	.00	.00	+++		3,964.75
6199	Other Professional Svc	.00	.00	.00	.00	.00	+++		2,964.00
6602	Outside Structural Repair	92,028.00	.00	92,028.00	.00	92,028.00	0		429.67
6603	Outside Ground Repair	.00	.00	.00	.00	.00	+++		169.13
	Department 6150 - R & P City Facilities Totals	\$92,028.00	\$0.00	\$92,028.00	\$4,984.86	\$87,043.14	5%		\$86,468.10
	EXPENSE TOTALS	\$92,028.00	\$0.00	\$92,028.00	\$4,984.86	\$87,043.14	5%		\$86,468.10
Fund 052 - G/F Facility Maint. Fund Totals									
	REVENUE TOTALS	50,200.00	.00	50,200.00	50,200.00	.00	100		.00
	EXPENSE TOTALS	92,028.00	.00	92,028.00	4,984.86	87,043.14	5		86,468.10
	Fund 052 - G/F Facility Maint. Fund Totals	(\$41,828.00)	\$0.00	(\$41,828.00)	\$45,215.14	(\$87,043.14)			(\$86,468.10)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 003 - Sales & Use Tax Measure Q									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3051	Sales Tax-City Portion	803,000.00	.00	803,000.00	404,659.95	398,340.05	50	50	346,942.85
	Department 1111 - Undistributed/Non-Dept. Totals	\$803,000.00	\$0.00	\$803,000.00	\$404,659.95	\$398,340.05	50%	50%	\$346,942.85
Department 4210 - Fire Department									
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	+++	349.00
	Department 4210 - Fire Department Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$349.00
Department 7710 - Interfund Transactions									
3801	Transfers In	126,803.00	.00	126,803.00	126,803.00	.00	100	100	(349.00)
	Department 7710 - Interfund Transactions Totals	\$126,803.00	\$0.00	\$126,803.00	\$126,803.00	\$0.00	100%	100%	(\$349.00)
	REVENUE TOTALS	\$929,803.00	\$0.00	\$929,803.00	\$531,462.95	\$398,340.05	57%	57%	\$346,942.85
EXPENSE									
Department 4110 - Police Department									
4110	Regular Pay	.00	.00	.00	7,364.56	(7,364.56)	+++	+++	.00
4120	Overtime Pay	.00	.00	.00	413.67	(413.67)	+++	+++	.00
4599	Other Pay	.00	.00	.00	713.74	(713.74)	+++	+++	.00
4910	Employer Paid Benefits	.00	.00	.00	5,096.05	(5,096.05)	+++	+++	2,174.33
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	+++	5,044.72
5504	Machinery/Equip/Supplies	.00	.00	.00	.00	.00	+++	+++	975.00
6106	Contractual Services	27,000.00	.00	27,000.00	.00	27,000.00	0	0	.00
7201	Automobiles	.00	.00	.00	.00	.00	+++	+++	21,328.69
8110	Interest Expense	.00	.00	.00	.00	.00	+++	+++	294.71
8721	Payment To Other Agency	.00	.00	.00	929.50	(929.50)	+++	+++	.00
	Department 4110 - Police Department Totals	\$27,000.00	\$0.00	\$27,000.00	\$14,517.52	\$12,482.48	54%	54%	\$29,817.45
Department 4210 - Fire Department									
4110	Regular Pay	63,135.00	.00	63,135.00	24,542.11	38,592.89	39	39	23,759.14
4120	Overtime Pay	.00	.00	.00	5,224.29	(5,224.29)	+++	+++	6,386.10
4310	Part-Time Pay	46,483.00	.00	46,483.00	.00	46,483.00	0	0	.00
4599	Other Pay	.00	.00	.00	2,653.92	(2,653.92)	+++	+++	2,613.28
4910	Employer Paid Benefits	37,483.00	.00	37,483.00	17,411.89	20,071.11	46	46	19,782.62
8110	Interest Expense	95,700.00	.00	95,700.00	33,912.50	61,787.50	35	35	.00
8711	Non Capital Asset Expense	.00	.00	.00	76,875.18	(76,875.18)	+++	+++	.00
	Department 4210 - Fire Department Totals	\$242,801.00	\$0.00	\$242,801.00	\$160,619.89	\$82,181.11	66%	66%	\$52,541.14
Department 5230 - Street Maintenance									
5125	Repairs/Maint. Materials	.00	.00	.00	73.25	(73.25)	+++	+++	4,915.74

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
5199	Misc. Operating Supplies	.00	.00	.00	2,381.72	(2,381.72)	+++		8,490.82
5502	Building Maint. Supplies	169,179.00	.00	169,179.00	976.69	168,202.31	1		.00
6106	Contractual Services	.00	.00	.00	41,170.68	(41,170.68)	+++		127,374.64
	Department 5230 - Street Maintenance Totals	\$169,179.00	\$0.00	\$169,179.00	\$44,602.34	\$124,576.66	26%		\$140,781.20
	Department 5235 - Storm Drain/Creek Maint.								
5199	Misc. Operating Supplies	.00	.00	.00	5,120.00	(5,120.00)	+++		.00
6105	Consulting Services	70,000.00	.00	70,000.00	.00	70,000.00	0		500.00
	Department 5235 - Storm Drain/Creek Maint. Totals	\$70,000.00	\$0.00	\$70,000.00	\$5,120.00	\$64,880.00	7%		\$500.00
	Department 7710 - Interfund Transactions								
8501	Transfers Out	44,020.00	.00	44,020.00	33,289.54	10,730.46	76		22,012.00
	Department 7710 - Interfund Transactions Totals	\$44,020.00	\$0.00	\$44,020.00	\$33,289.54	\$10,730.46	76%		\$22,012.00
	Department 9614 - Pavement Management Plan								
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++		2,788.27
6105	Consulting Services	.00	.00	.00	60,904.04	(60,904.04)	+++		13,586.00
6106	Contractual Services	376,803.00	.00	376,803.00	1,041,222.79	(664,419.79)	276		3,846.00
6710	Notices & Publications	.00	.00	.00	(340.00)	340.00	+++		.00
	Department 9614 - Pavement Management Plan Totals	\$376,803.00	\$0.00	\$376,803.00	\$1,101,786.83	(\$724,983.83)	292%		\$20,220.27
	EXPENSE TOTALS	\$929,803.00	\$0.00	\$929,803.00	\$1,359,936.12	(\$430,133.12)	146%		\$265,872.06
	Fund 003 - Sales & Use Tax Measure Q Totals								
	REVENUE TOTALS	929,803.00	.00	929,803.00	531,462.95	398,340.05	57		346,942.85
	EXPENSE TOTALS	929,803.00	.00	929,803.00	1,359,936.12	(430,133.12)	146		265,872.06
	Fund 003 - Sales & Use Tax Measure Q Totals	\$0.00	\$0.00	\$0.00	(\$828,473.17)	\$828,473.17			\$81,070.79

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 200 - Comm. Development Grants								
REVENUE								
Department 3650 - CDGB								
3371	State Grant Public Svc	57,533.00	.00	57,533.00	57,533.00	0	0%	.00
	Department 3650 - CDGB Totals	\$57,533.00	\$0.00	\$57,533.00	\$57,533.00	0%	0%	\$0.00
	REVENUE TOTALS	\$57,533.00	\$0.00	\$57,533.00	\$57,533.00	0%	0%	\$0.00
EXPENSE								
Department 3650 - CDGB								
6106	Contractual Services	57,533.00	.00	57,533.00	57,533.00	0	0%	.00
	Department 3650 - CDGB Totals	\$57,533.00	\$0.00	\$57,533.00	\$57,533.00	0%	0%	\$0.00
Department 3680 - Home								
4910	Employer Paid Benefits	.00	.00	.00	1,563.15	(1,563.15)	+++	1,287.84
4999	Labor Costs Applied	.00	.00	.00	2,996.28	(2,996.28)	+++	2,204.30
	Department 3680 - Home Totals	\$0.00	\$0.00	\$0.00	\$4,559.43	(\$4,559.43)	+++	\$3,492.14
	EXPENSE TOTALS	\$57,533.00	\$0.00	\$57,533.00	\$52,973.57		8%	\$3,492.14
Fund 200 - Comm. Development Grants Totals								
	REVENUE TOTALS	57,533.00	.00	57,533.00	57,533.00	0	0	.00
	EXPENSE TOTALS	57,533.00	.00	57,533.00	52,973.57	8	8	3,492.14
	Fund 200 - Comm. Development Grants Totals	\$0.00	\$0.00	\$0.00	\$4,559.43			(\$3,492.14)
Fund 201 - CDBG Loan Repayment Fund								
REVENUE								
Department 1111 - Undistributed/Non-Dept.								
3710	Interest Income	.00	.00	.00	600.00	(600.00)	+++	700.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$0.00	\$0.00	\$0.00	\$600.00	(\$600.00)	+++	\$700.00
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$600.00	(\$600.00)	+++	\$700.00
Fund 201 - CDBG Loan Repayment Fund Totals								
	REVENUE TOTALS	.00	.00	.00	600.00	(600.00)	+++	700.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	.00
	Fund 201 - CDBG Loan Repayment Fund Totals	\$0.00	\$0.00	\$0.00	\$600.00	(\$600.00)		\$700.00

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 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 250 - State Gas Tax Fund								
REVENUE								
Department 5230 - Street Maintenance								
3211	Gas Tax - Section 2105	51,273.00	.00	18,946.60	32,326.40	37		20,814.85
3212	Gas Tax - Section 2106	39,094.00	.00	19,378.81	19,715.19	50		19,877.10
3213	Gas Tax - Section 2107	73,584.00	.00	31,958.88	41,625.12	43		31,987.33
3214	Gas Tax - Section 2107.5	3,000.00	.00	.00	3,000.00	0		.00
3219	R&T 7360-Section 2103	115,146.00	.00	29,123.66	86,022.34	25		46,815.97
	Department 5230 - Street Maintenance Totals	\$282,097.00	\$0.00	\$99,407.95	\$182,689.05	35%		\$119,495.25
	REVENUE TOTALS	\$282,097.00	\$0.00	\$99,407.95	\$182,689.05	35%		\$119,495.25
EXPENSE								
Department 7710 - Interfund Transactions								
8501	Transfers Out	282,097.00	.00	99,407.95	182,689.05	35		153,915.79
	Department 7710 - Interfund Transactions Totals	\$282,097.00	\$0.00	\$99,407.95	\$182,689.05	35%		\$153,915.79
	EXPENSE TOTALS	\$282,097.00	\$0.00	\$99,407.95	\$182,689.05	35%		\$153,915.79
Fund 250 - State Gas Tax Fund Totals								
	REVENUE TOTALS	282,097.00	.00	99,407.95	182,689.05	35		119,495.25
	EXPENSE TOTALS	282,097.00	.00	99,407.95	182,689.05	35		153,915.79
	Fund 250 - State Gas Tax Fund Totals	\$0.00	\$0.00	\$0.00	\$0.00			(\$34,420.54)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 270 - Lower Cost Visitor Accom Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3710	Interest Income	.00	.00	.00	815.04	(815.04)	+++		.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$0.00	\$0.00	\$0.00	\$815.04	(\$815.04)	+++		\$0.00
Department 5240 - Water									
3710	Interest Income	500.00	.00	500.00	.00	500.00	0		.00
	Department 5240 - Water Totals	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00	0%		\$0.00
	REVENUE TOTALS	\$500.00	\$0.00	\$500.00	\$815.04	(\$315.04)	163%		\$0.00
Fund 270 - Lower Cost Visitor Accom Fund Totals									
REVENUE TOTALS		500.00	.00	500.00	815.04	(315.04)	163		.00
EXPENSE TOTALS		.00	.00	.00	.00	.00	+++		.00
Fund 270 - Lower Cost Visitor Accom Fund Totals		\$500.00	\$0.00	\$500.00	\$815.04	(\$315.04)			\$0.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 280 - Traffic Safety Fund									
	REVENUE								
	Department 4110 - Police Department								
3620	Statutory Violations	30,000.00	.00	30,000.00	9,668.96	20,331.04	32	32%	9,882.50
	Department 4110 - Police Department Totals	\$30,000.00	\$0.00	\$30,000.00	\$9,668.96	\$20,331.04		32%	\$9,882.50
	Department 4185 - Traffic Safety PD Grants								
3371	State Grant Public Svc	.00	.00	.00	4,566.40	(4,566.40)	+++	+++	9,875.68
	Department 4185 - Traffic Safety PD Grants Totals	\$0.00	\$0.00	\$0.00	\$4,566.40	(\$4,566.40)		+++	\$9,875.68
	Department 7710 - Interfund Transactions								
3801	Transfers In	.00	.00	.00	3,640.60	(3,640.60)	+++	+++	.00
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$3,640.60	(\$3,640.60)		+++	\$0.00
	REVENUE TOTALS	\$30,000.00	\$0.00	\$30,000.00	\$17,875.96	\$12,124.04		60%	\$19,758.18
	EXPENSE								
	Department 7710 - Interfund Transactions								
8501	Transfers Out	30,000.00	.00	30,000.00	12,442.10	17,557.90	41	41%	24,053.79
	Department 7710 - Interfund Transactions Totals	\$30,000.00	\$0.00	\$30,000.00	\$12,442.10	\$17,557.90		41%	\$24,053.79
	EXPENSE TOTALS	\$30,000.00	\$0.00	\$30,000.00	\$12,442.10	\$17,557.90		41%	\$24,053.79
Fund 280 - Traffic Safety Fund Totals									
	REVENUE TOTALS	30,000.00	.00	30,000.00	17,875.96	12,124.04	60	60%	19,758.18
	EXPENSE TOTALS	30,000.00	.00	30,000.00	12,442.10	17,557.90	41	41%	24,053.79
Fund 280 - Traffic Safety Fund Totals		\$0.00	\$0.00	\$0.00	\$5,433.86	(\$5,433.86)			(\$4,295.61)

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 Remaining	Used/Rec'd	%	Prior Year YTD
Fund 282 - Special Safety Grants									
REVENUE									
Department 4190 - State Police Grants									
3229 CA COPS Program SLESF		.00	.00	.00	26,750.00	(26,750.00)		+++	37,600.00
Department 4190 - State Police Grants Totals		\$0.00	\$0.00	\$0.00	\$26,750.00	(\$26,750.00)		+++	\$37,600.00
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$26,750.00	(\$26,750.00)		+++	\$37,600.00
EXPENSE									
Department 4190 - State Police Grants									
4310 Part-Time Pay		.00	.00	.00	.00	.00		+++	320.00
4910 Employer Paid Benefits		.00	.00	.00	.00	.00		+++	(59.86)
5109 Uniforms/Safety Equipment		.00	.00	.00	32.55	(32.55)		+++	.00
5175 Computer Operating Supp.		.00	.00	.00	.00	.00		+++	15,599.73
5504 Machinery/Equip/Supplies		.00	.00	.00	1,622.92	(1,622.92)		+++	.00
6107 Promotion & Advertising		.00	.00	.00	400.67	(400.67)		+++	46.88
7201 Automobiles		.00	.00	.00	15,254.61	(15,254.61)		+++	.00
Department 4190 - State Police Grants Totals		\$0.00	\$0.00	\$0.00	\$17,310.75	(\$17,310.75)		+++	\$15,906.75
EXPENSE TOTALS		\$0.00	\$0.00	\$0.00	\$17,310.75	(\$17,310.75)		+++	\$15,906.75
Fund 282 - Special Safety Grants Totals									
REVENUE TOTALS		.00	.00	.00	26,750.00	(26,750.00)		+++	37,600.00
EXPENSE TOTALS		.00	.00	.00	17,310.75	(17,310.75)		+++	15,906.75
Fund 282 - Special Safety Grants Totals		\$0.00	\$0.00	\$0.00	\$9,439.25	(\$9,439.25)			\$21,693.25

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 299 - Parking In-Lieu Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3430	Parking In-Lieu	5,000.00	.00	5,000.00	.00	5,000.00	0		27,500.00
3710	Interest Income	1,000.00	.00	1,000.00	4,254.12	(3,254.12)	425		2,313.64
	Department 1111 - Undistributed/Non-Dept. Totals	\$6,000.00	\$0.00	\$6,000.00	\$4,254.12	\$1,745.88	71%		\$29,813.64
	REVENUE TOTALS	\$6,000.00	\$0.00	\$6,000.00	\$4,254.12	\$1,745.88	71%		\$29,813.64
	Fund 299 - Parking In-Lieu Fund Totals								
	REVENUE TOTALS	6,000.00	.00	6,000.00	4,254.12	1,745.88	71		29,813.64
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++		.00
	Fund 299 - Parking In-Lieu Fund Totals	\$6,000.00	\$0.00	\$6,000.00	\$4,254.12	\$1,745.88			\$29,813.64
Fund 302 - Bike Path									
REVENUE									
Department 5262 - Bikeway Paths									
3233	DAR LTF Bikepaths	7,622.00	.00	7,622.00	.00	7,622.00	0		.00
	Department 5262 - Bikeway Paths Totals	\$7,622.00	\$0.00	\$7,622.00	\$0.00	\$7,622.00	0%		\$0.00
	REVENUE TOTALS	\$7,622.00	\$0.00	\$7,622.00	\$0.00	\$7,622.00	0%		\$0.00
	Fund 302 - Bike Path Totals								
	REVENUE TOTALS	7,622.00	.00	7,622.00	.00	7,622.00	0		.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++		.00
	Fund 302 - Bike Path Totals	\$7,622.00	\$0.00	\$7,622.00	\$0.00	\$7,622.00			\$0.00

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 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 430 - Risk Management									
	REVENUE								
Department 1111 - Undistributed/Non-Dept.									
3710	Interest Income	10,000.00	.00	10,000.00	.00	10,000.00	0	0	294.71
3922	Refunds/Adj/Restitution	6,000.00	.00	6,000.00	.00	6,000.00	0	0	.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$16,000.00	0%	0%	\$294.71
Department 4312 - Worker's Comp Insurance									
3916	Chgs To Other Departments	150,000.00	.00	150,000.00	.00	150,000.00	0	0	.00
	Department 4312 - Worker's Comp Insurance Totals	\$150,000.00	\$0.00	\$150,000.00	\$0.00	\$150,000.00	0%	0%	\$0.00
Department 4314 - Unemployment Reserve									
3916	Chgs To Other Departments	55,000.00	.00	55,000.00	.00	55,000.00	0	0	.00
	Department 4314 - Unemployment Reserve Totals	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$55,000.00	0%	0%	\$0.00
Department 4316 - Liability Insurance									
3909	Special Event Insurance	.00	.00	.00	4,198.50	(4,198.50)	+++	+++	4,446.60
3916	Chgs To Other Departments	735,000.00	.00	735,000.00	155,493.54	579,506.46	21	21	186,287.52
	Department 4316 - Liability Insurance Totals	\$735,000.00	\$0.00	\$735,000.00	\$159,692.04	\$575,307.96	22%	22%	\$190,734.12
Department 4317 - Other Insurance									
3916	Chgs To Other Departments	11,000.00	.00	11,000.00	7,632.36	3,367.64	69	69	7,958.34
	Department 4317 - Other Insurance Totals	\$11,000.00	\$0.00	\$11,000.00	\$7,632.36	\$3,367.64	69%	69%	\$7,958.34
Department 4318 - Property Damage/Fire Ins									
3916	Chgs To Other Departments	45,000.00	.00	45,000.00	102,899.04	(57,899.04)	229	229	102,350.52
	Department 4318 - Property Damage/Fire Ins Totals	\$45,000.00	\$0.00	\$45,000.00	\$102,899.04	(\$57,899.04)	229%	229%	\$102,350.52
Department 4320 - Vehicle Insurance									
3916	Chgs To Other Departments	4,000.00	.00	4,000.00	5,830.50	(1,830.50)	146	146	5,830.50
	Department 4320 - Vehicle Insurance Totals	\$4,000.00	\$0.00	\$4,000.00	\$5,830.50	(\$1,830.50)	146%	146%	\$5,830.50
	REVENUE TOTALS	\$1,016,000.00	\$0.00	\$1,016,000.00	\$276,053.94	\$739,946.06	27%	27%	\$307,168.19
	EXPENSE								
Department 4301 - Administrative Services									
5199	Misc. Operating Supplies	.00	.00	.00	1,503.93	(1,503.93)	+++	+++	.00
6101	Legal Services	.00	.00	.00	3,500.00	(3,500.00)	+++	+++	.00
6106	Contractual Services	.00	.00	.00	406.77	(406.77)	+++	+++	.00
6513	Meals & Lodging	.00	.00	.00	645.82	(645.82)	+++	+++	1,164.03
6514	Travel Expense	.00	.00	.00	828.05	(828.05)	+++	+++	513.06
	Department 4301 - Administrative Services Totals	\$0.00	\$0.00	\$0.00	\$6,884.57	(\$6,884.57)	+++	+++	\$1,677.09

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Department 4308 - Health Flex Plan									
6106	Contractual Services	.00	.00	.00	.00	.00	+++		329.40
	Department 4308 - Health Flex Plan Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$329.40
Department 4312 - Worker's Comp Insurance									
6451	Worker's Comp. Insurance	150,000.00	.00	150,000.00	232,470.00	(82,470.00)	155		.00
	Department 4312 - Worker's Comp Insurance Totals	\$150,000.00	\$0.00	\$150,000.00	\$232,470.00	(\$82,470.00)	155%		\$0.00
Department 4314 - Unemployment Reserve									
6461	Unemployment Insurance	55,000.00	.00	55,000.00	6,732.00	48,268.00	12		22,517.98
	Department 4314 - Unemployment Reserve Totals	\$55,000.00	\$0.00	\$55,000.00	\$6,732.00	\$48,268.00	12%		\$22,517.98
Department 4316 - Liability Insurance									
6106	Contractual Services	.00	.00	.00	.00	.00	+++		6,662.00
6401	General Liability	735,000.00	.00	735,000.00	405,068.00	329,932.00	55		.00
6421	Boiler Insurance	.00	.00	.00	3,525.00	(3,525.00)	+++		3,439.00
6499	Earthquake & Flood Insurance	.00	.00	.00	195,582.73	(195,582.73)	+++		189,462.28
	Department 4316 - Liability Insurance Totals	\$735,000.00	\$0.00	\$735,000.00	\$604,175.73	\$130,824.27	82%		\$199,563.28
Department 4317 - Other Insurance									
6472	Other Ins./Employee Bond	11,000.00	.00	11,000.00	.00	11,000.00	0		.00
6499	Earthquake & Flood Insurance	.00	.00	.00	8,476.75	(8,476.75)	+++		.00
	Department 4317 - Other Insurance Totals	\$11,000.00	\$0.00	\$11,000.00	\$8,476.75	\$2,523.25	77%		\$0.00
Department 4318 - Property Damage/Fire Ins									
6411	Property Damage Ins.	45,000.00	.00	45,000.00	24,860.07	20,139.93	55		15,835.00
6603	Outside Ground Repair	.00	.00	.00	34,570.01	(34,570.01)	+++		1,900.00
	Department 4318 - Property Damage/Fire Ins Totals	\$45,000.00	\$0.00	\$45,000.00	\$59,430.08	(\$14,430.08)	132%		\$17,735.00
Department 4320 - Vehicle Insurance									
6473	Vehicle Insurance	20,000.00	.00	20,000.00	15,983.00	4,017.00	80		15,671.00
	Department 4320 - Vehicle Insurance Totals	\$20,000.00	\$0.00	\$20,000.00	\$15,983.00	\$4,017.00	80%		\$15,671.00
Department 7710 - Interfund Transactions									
8510	Transfer To General Fund	100,000.00	.00	100,000.00	50,002.00	49,998.00	50		.00
	Department 7710 - Interfund Transactions Totals	\$100,000.00	\$0.00	\$100,000.00	\$50,002.00	\$49,998.00	50%		\$0.00
	EXPENSE TOTALS	\$1,116,000.00	\$0.00	\$1,116,000.00	\$984,154.13	\$131,845.87	88%		\$257,493.75
Fund 430 - Risk Management Totals									
	REVENUE TOTALS	1,016,000.00	.00	1,016,000.00	276,053.94	739,946.06	27		307,168.19
	EXPENSE TOTALS	1,116,000.00	.00	1,116,000.00	984,154.13	131,845.87	88		257,493.75
Fund 430 - Risk Management Totals		(\$100,000.00)	\$0.00	(\$100,000.00)	(\$708,100.19)	\$608,100.19			\$49,674.44

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 500 - Assessment Districts									
	REVENUE								
Department 6162 - North Point Park									
3018	Property Tax Spec. Assess	5,645.00	.00	5,645.00	3,672.25	1,972.75	65		3,672.25
	Department 6162 - North Point Park Totals	\$5,645.00	\$0.00	\$5,645.00	\$3,672.25	\$1,972.75	65%		\$3,672.25
Department 6163 - Loperena Storm Drain No 1									
3018	Property Tax Spec. Assess	2,832.00	.00	2,832.00	1,734.96	1,097.04	61		.00
	Department 6163 - Loperena Storm Drain No 1 Totals	\$2,832.00	\$0.00	\$2,832.00	\$1,734.96	\$1,097.04	61%		\$0.00
Department 6167 - Cloisters Park									
3018	Property Tax Spec. Assess	148,944.00	.00	148,944.00	86,442.94	62,501.06	58		87,525.60
	Department 6167 - Cloisters Park Totals	\$148,944.00	\$0.00	\$148,944.00	\$86,442.94	\$62,501.06	58%		\$87,525.60
	REVENUE TOTALS	\$157,421.00	\$0.00	\$157,421.00	\$91,850.15	\$65,570.85	58%		\$91,197.85
	EXPENSE								
Department 6162 - North Point Park									
4910	Employer Paid Benefits	.00	.00	.00	45.76	(45.76)	+++		301.68
4999	Labor Costs Applied	.00	.00	.00	181.70	(181.70)	+++		532.38
5501	Grounds Maint. Supplies	.00	.00	.00	80.28	(80.28)	+++		6.66
6199	Other Professional Svc	5,645.00	.00	5,645.00	7,969.00	(2,324.00)	141		.00
6300	Utilities	.00	.00	.00	879.71	(879.71)	+++		529.48
6401	General Liability	.00	.00	.00	.00	.00	+++		124.98
	Department 6162 - North Point Park Totals	\$5,645.00	\$0.00	\$5,645.00	\$9,156.45	(\$3,511.45)	162%		\$1,495.18
Department 6167 - Cloisters Park									
4110	Regular Pay	.00	.00	.00	(860.63)	860.63	+++		20,753.55
4310	Part-Time Pay	.00	.00	.00	.00	.00	+++		23.34
4910	Employer Paid Benefits	.00	.00	.00	(650.91)	650.91	+++		31,642.35
4999	Labor Costs Applied	.00	.00	.00	723.28	(723.28)	+++		25,706.79
5109	Uniforms/Safety Equipment	.00	.00	.00	.00	.00	+++		360.33
5110	Fuel Oil & Lubricants	.00	.00	.00	.00	.00	+++		1,125.46
5199	Misc. Operating Supplies	.00	.00	.00	97.04	(97.04)	+++		1,061.44
5501	Grounds Maint. Supplies	.00	.00	.00	.00	.00	+++		586.95
5503	Rolling Stock Supplies	.00	.00	.00	.00	.00	+++		138.01
5504	Machinery/Equip/Supplies	.00	.00	.00	.00	.00	+++		321.68
5530	Small Tools	.00	.00	.00	.00	.00	+++		137.42
6106	Contractual Services	.00	.00	.00	32,301.90	(32,301.90)	+++		7,977.50
6199	Other Professional Svc	148,944.00	.00	148,944.00	.00	148,944.00	0		.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6300	Utilities	.00	.00	.00	13,238.31	(13,238.31)		+++	18,826.30
6401	General Liability	.00	.00	.00	.00	.00		+++	1,750.02
6411	Property Damage Ins.	.00	.00	.00	150.00	(150.00)		+++	150.00
6473	Vehicle Insurance	.00	.00	.00	300.00	(300.00)		+++	300.00
6810	Equipment Rental	.00	.00	.00	.00	.00		+++	520.84
	Department 6167 - Cloisters Park Totals	\$148,944.00	\$0.00	\$148,944.00	\$45,298.99	\$103,645.01		30%	\$111,381.98
	EXPENSE TOTALS	\$154,589.00	\$0.00	\$154,589.00	\$54,455.44	\$100,133.56		35%	\$112,877.16
	Fund 500 - Assessment Districts Totals								
	REVENUE TOTALS	157,421.00	.00	157,421.00	91,850.15	65,570.85		58	91,197.85
	EXPENSE TOTALS	154,589.00	.00	154,589.00	54,455.44	100,133.56		35	112,877.16
	Fund 500 - Assessment Districts Totals	\$2,832.00	\$0.00	\$2,832.00	\$37,394.71	(\$34,562.71)			(\$21,679.31)

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 Remaining	Used/Rec'd	%	Prior Year YTD
Fund 900 - Governmental Impact Fees									
REVENUE									
Department 3110 - City Manager's Office									
3950	Impact Fees	.00	.00	.00	14,451.50	(14,451.50)	+++		10,706.22
	Department 3110 - City Manager's Office Totals	\$0.00	\$0.00	\$0.00	\$14,451.50	(\$14,451.50)	+++		\$10,706.22
Department 4110 - Police Department									
3950	Impact Fees	.00	.00	.00	4,661.78	(4,661.78)	+++		3,453.61
	Department 4110 - Police Department Totals	\$0.00	\$0.00	\$0.00	\$4,661.78	(\$4,661.78)	+++		\$3,453.61
Department 4210 - Fire Department									
3950	Impact Fees	.00	.00	.00	5,127.96	(5,127.96)	+++		3,798.99
	Department 4210 - Fire Department Totals	\$0.00	\$0.00	\$0.00	\$5,127.96	(\$5,127.96)	+++		\$3,798.99
Department 5230 - Street Maintenance									
3950	Impact Fees	.00	.00	.00	21,444.16	(21,444.16)	+++		15,974.03
	Department 5230 - Street Maintenance Totals	\$0.00	\$0.00	\$0.00	\$21,444.16	(\$21,444.16)	+++		\$15,974.03
Department 5235 - Storm Drain/Creek Maint.									
3950	Impact Fees	.00	.00	.00	932.34	(932.34)	+++		780.45
	Department 5235 - Storm Drain/Creek Maint. Totals	\$0.00	\$0.00	\$0.00	\$932.34	(\$932.34)	+++		\$780.45
Department 6160 - R & P Parks Division									
3950	Impact Fees	.00	.00	.00	8,114.54	(8,114.54)	+++		9,366.35
	Department 6160 - R & P Parks Division Totals	\$0.00	\$0.00	\$0.00	\$8,114.54	(\$8,114.54)	+++		\$9,366.35
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$54,732.28	(\$54,732.28)	+++		\$44,079.65
Fund 900 - Governmental Impact Fees Totals									
	REVENUE TOTALS	.00	.00	.00	54,732.28	(54,732.28)	+++		44,079.65
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++		.00
Fund 900 - Governmental Impact Fees Totals		\$0.00	\$0.00	\$0.00	\$54,732.28	(\$54,732.28)	+++		\$44,079.65

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 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 904 - Park Fee Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3710	Interest Income	250.00	.00	250.00	.00	250.00	0	0%	.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$250.00	\$0.00	\$250.00	\$0.00	\$250.00	0%	0%	\$0.00
Department 6160 - R & P Parks Division									
3431	Parks In-Lieu	.00	.00	.00	.00	.00	+++	+++	9,019.67
	Department 6160 - R & P Parks Division Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$9,019.67
	REVENUE TOTALS	\$250.00	\$0.00	\$250.00	\$0.00	\$250.00	0%	0%	\$9,019.67
EXPENSE									
Department 6160 - R & P Parks Division									
5501	Grounds Maint. Supplies	.00	.00	.00	.00	.00	+++	+++	3,000.00
6106	Contractural Services	.00	.00	.00	.00	.00	+++	+++	7,421.42
	Department 6160 - R & P Parks Division Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$10,421.42
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$10,421.42
Fund 904 - Park Fee Fund Totals									
	REVENUE TOTALS	250.00	.00	250.00	.00	250.00	0	0%	9,019.67
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	+++	10,421.42
Fund 904 - Park Fee Fund Totals		\$250.00	\$0.00	\$250.00	\$0.00	\$250.00	+++	+++	(\$1,401.75)

Budget Performance Report

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	YTD Transactions	Budget Remaining	Used/Rec'd	Prior Year YTD
Fund 915 - Capital Projects Fund							
REVENUE							
Department 1111 - Undistributed/Non-Dept.							
3710	Interest Income	.00	.00	25.47	(25.47)	+++	.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$0.00	\$0.00	\$25.47	(\$25.47)	+++	\$0.00
Department 7710 - Interfund Transactions							
3801	Transfers In	.00	.00	1,376,364.86	(1,376,364.86)	+++	580.21
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$1,376,364.86	(\$1,376,364.86)	+++	\$580.21
Department 8444 - Fire Station 53 Admin							
3305	ARRA/FEMA Federal Grant	.00	.00	480,882.00	(480,882.00)	+++	102,000.00
3990	Other Misc. Revenues	.00	.00	2,960.81	(2,960.81)	+++	.00
	Department 8444 - Fire Station 53 Admin Totals	\$0.00	\$0.00	\$483,842.81	(\$483,842.81)	+++	\$102,000.00
Department 8478 - ARRA Energy Efficiency Retrofits							
3305	ARRA/FEMA Federal Grant	.00	.00	.00	.00	+++	(5,708.63)
	Department 8478 - ARRA Energy Efficiency Retrofits Totals	\$0.00	\$0.00	\$0.00	\$0.00	+++	(\$5,708.63)
Department 9818 - Tennis Ct. DelMar Park							
3403	Sale of Plans/Specs	.00	.00	.00	.00	+++	330.00
	Department 9818 - Tennis Ct. DelMar Park Totals	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$330.00
	REVENUE TOTALS	\$0.00	\$0.00	\$1,860,233.14	(\$1,860,233.14)	+++	\$97,201.58
EXPENSE							
Department 8213 - Parks Renovation							
5199	Misc. Operating Supplies	.00	.00	6,078.50	(6,078.50)	+++	.00
	Department 8213 - Parks Renovation Totals	\$0.00	\$0.00	\$6,078.50	(\$6,078.50)	+++	\$0.00
Department 8230 - MB Blvd/Quintana Intersec							
6104	Engineering Services	.00	.00	1,112.50	(1,112.50)	+++	.00
	Department 8230 - MB Blvd/Quintana Intersec Totals	\$0.00	\$0.00	\$1,112.50	(\$1,112.50)	+++	\$0.00
Department 8444 - Fire Station 53 Admin							
4910	Employer Paid Benefits	.00	.00	2,121.40	(2,121.40)	+++	6,989.48
4999	Labor Costs Applied	.00	.00	6,437.74	(6,437.74)	+++	19,309.00
5199	Misc. Operating Supplies	.00	.00	.00	.00	+++	5,769.46
5307	Blueprint/Doc Reproduced	.00	.00	.00	.00	+++	2,939.38
6101	Legal Services	.00	.00	.00	.00	+++	28,500.00
6105	Consulting Services	.00	.00	52,584.51	(52,584.51)	+++	232,286.05
6106	Contractual Services	.00	.00	1,302,991.47	(1,302,991.47)	+++	38,179.20
6161	Licenses & Permits	.00	.00	.00	.00	+++	25.00
6513	Meals & Lodging	.00	.00	30.58	(30.58)	+++	61.75

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6514	Travel Expense	.00	.00	.00	36.79	(36.79)	+++		207.10
6710	Notices & Publications	.00	.00	.00	.00	.00	+++		145.01
8999	Capital Project Budget	1,242,683.00	.00	1,242,683.00	.00	1,242,683.00	0		.00
	Department 8444 - Fire Station 53 Admin Totals	\$1,242,683.00	\$0.00	\$1,242,683.00	\$1,364,202.49	(\$121,519.49)	110%		\$334,411.43
	Department 8478 - ARRA Energy Efficiency Retrofits								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++		198.14
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++		564.63
5199	Misc. Operating Supplies	.00	.00	.00	.00	.00	+++		75.43
8999	Capital Project Budget	4,401.00	.00	4,401.00	.00	4,401.00	0		.00
	Department 8478 - ARRA Energy Efficiency Retrofits	\$4,401.00	\$0.00	\$4,401.00	\$0.00	\$4,401.00	0%		\$838.20
	Department 9614 - Pavement Management Plan								
4910	Employer Paid Benefits	.00	.00	.00	2,584.34	(2,584.34)	+++		579.40
4999	Labor Costs Applied	.00	.00	.00	6,119.57	(6,119.57)	+++		1,281.07
5199	Misc. Operating Supplies	.00	.00	.00	782.57	(782.57)	+++		.00
	Department 9614 - Pavement Management Plan Totals	\$0.00	\$0.00	\$0.00	\$9,486.48	(\$9,486.48)	+++		\$1,860.47
	Department 9818 - Tennis Ct. DelMar Park								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++		1,887.35
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++		3,945.13
5305	Forms Printing	.00	.00	.00	.00	.00	+++		72.41
6161	Licenses & Permits	.00	.00	.00	.00	.00	+++		2,094.00
6710	Notices & Publications	.00	.00	.00	.00	.00	+++		1,030.35
	Department 9818 - Tennis Ct. DelMar Park Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$9,029.24
	EXPENSE TOTALS	\$1,247,084.00	\$0.00	\$1,247,084.00	\$1,380,879.97	(\$133,795.97)	111%		\$346,139.34
	Fund 915 - Capital Projects Fund Totals								
	REVENUE TOTALS	.00	.00	.00	1,860,233.14	(1,860,233.14)	+++		97,201.58
	EXPENSE TOTALS	1,247,084.00	.00	1,247,084.00	1,380,879.97	(133,795.97)	111		346,139.34
	Fund 915 - Capital Projects Fund Totals	(\$1,247,084.00)	\$0.00	(\$1,247,084.00)	\$479,353.17	(\$1,726,437.17)			(\$248,937.76)

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 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	Prior Year YTD
							%	
Fund 924 - State Park Marina								
	REVENUE							
3302	Department 6510 - Harbor Department Federal Grant Public Svc	.00	.00	.00	647,974.81	(647,974.81)	+++	.00
	Department 6510 - Harbor Department Totals	\$0.00	\$0.00	\$0.00	\$647,974.81	(\$647,974.81)	+++	\$0.00
3440	Department 8107 - St Park Marina Dredging Harbor Leases	.00	.00	.00	33,230.74	(33,230.74)	+++	33,611.63
	Department 8107 - St Park Marina Dredging Totals	\$0.00	\$0.00	\$0.00	\$33,230.74	(\$33,230.74)	+++	\$33,611.63
3440	Department 8445 - State Park Marina Grant Harbor Leases	61,000.00	.00	61,000.00	.00	61,000.00	0	.00
	Department 8445 - State Park Marina Grant Totals	\$61,000.00	\$0.00	\$61,000.00	\$0.00	\$61,000.00	0%	\$0.00
	REVENUE TOTALS	\$61,000.00	\$0.00	\$61,000.00	\$681,205.55	(\$620,205.55)	1117%	\$33,611.63
	EXPENSE							
6106	Department 6510 - Harbor Department Contractual Services	.00	.00	.00	1,116,094.05	(1,116,094.05)	+++	41,869.26
	Department 6510 - Harbor Department Totals	\$0.00	\$0.00	\$0.00	\$1,116,094.05	(\$1,116,094.05)	+++	\$41,869.26
6106	Department 8107 - St Park Marina Dredging Contractual Services	.00	.00	.00	28,542.91	(28,542.91)	+++	.00
	Department 8107 - St Park Marina Dredging Totals	\$0.00	\$0.00	\$0.00	\$28,542.91	(\$28,542.91)	+++	\$0.00
6106	Department 8445 - State Park Marina Grant Contractual Services	61,000.00	.00	61,000.00	.00	61,000.00	0	.00
	Department 8445 - State Park Marina Grant Totals	\$61,000.00	\$0.00	\$61,000.00	\$0.00	\$61,000.00	0%	\$0.00
	EXPENSE TOTALS	\$61,000.00	\$0.00	\$61,000.00	\$1,144,636.96	(\$1,083,636.96)	1876%	\$41,869.26
Fund 924 - State Park Marina Totals								
	REVENUE TOTALS	61,000.00	.00	61,000.00	681,205.55	(620,205.55)	1117	33,611.63
	EXPENSE TOTALS	61,000.00	.00	61,000.00	1,144,636.96	(1,083,636.96)	1876	41,869.26
Fund 924 - State Park Marina Totals		\$0.00	\$0.00	\$0.00	(\$463,431.41)	\$463,431.41		(\$8,257.63)

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 941 - Affordable Housing In-Lieu Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3432	Housing In-Lieu	.00	.00	.00	54,660.94	(54,660.94)	+++		3,649.20
3710	Interest Income	500.00	.00	500.00	.00	500.00	0		.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$500.00	\$0.00	\$500.00	\$54,660.94	(\$54,160.94)	10932%		\$3,649.20
	REVENUE TOTALS	\$500.00	\$0.00	\$500.00	\$54,660.94	(\$54,160.94)	10932%		\$3,649.20
EXPENSE									
Department 1111 - Undistributed/Non-Dept.									
6106	Contractual Services	.00	.00	.00	.00	.00	+++		(41,742.00)
	Department 1111 - Undistributed/Non-Dept. Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		(\$41,742.00)
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		(\$41,742.00)
Fund 941 - Affordable Housing In-Lieu Fund Totals									
	REVENUE TOTALS	500.00	.00	500.00	54,660.94	(54,160.94)	10932		3,649.20
	EXPENSE TOTALS	.00	.00	.00	.00	.00	+++		(41,742.00)
	Fund 941 - Affordable Housing In-Lieu Fund Totals	\$500.00	\$0.00	\$500.00	\$54,660.94	(\$54,160.94)			\$45,391.20

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 301 - Transit Fund									
REVENUE									
Department 5261 - Dial - A - Ride									
3231	LTF Transit	198,264.00	.00	198,264.00	.00	198,264.00	0	0	120,992.50
3232	DAR LTF TDA Audit	.00	.00	.00	.00	.00	+++	+++	750.00
3234	DAR STA	27,688.00	.00	27,688.00	.00	27,688.00	0	0	11,957.50
3453	Van Farebox Receipts	16,500.00	.00	16,500.00	10,105.91	6,394.09	61	61	5,699.30
	Department 5261 - Dial - A - Ride Totals	\$242,452.00	\$0.00	\$242,452.00	\$10,105.91	\$232,346.09	4%	4%	\$139,399.30
Department 5262 - Bikeway Paths									
3233	DAR LTF Bikepaths	.00	.00	.00	.00	.00	+++	+++	3,467.50
	Department 5262 - Bikeway Paths Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$3,467.50
Department 5265 - Trolley									
3231	LTF Transit	54,110.00	.00	54,110.00	.00	54,110.00	0	0	.00
3453	Van Farebox Receipts	15,200.00	.00	15,200.00	9,742.50	5,457.50	64	64	9,967.35
3499	Other Rev/Current Svc	6,000.00	.00	6,000.00	.00	6,000.00	0	0	.00
3730	Rental Income	2,000.00	.00	2,000.00	1,172.09	827.91	59	59	1,419.40
	Department 5265 - Trolley Totals	\$77,310.00	\$0.00	\$77,310.00	\$10,914.59	\$66,395.41	14%	14%	\$11,386.75
	REVENUE TOTALS	\$319,762.00	\$0.00	\$319,762.00	\$21,020.50	\$298,741.50	7%	7%	\$154,253.55
EXPENSE									
Department 5261 - Dial - A - Ride									
5110	Fuel Oil & Lubricants	22,000.00	.00	22,000.00	13,004.26	8,995.74	59	59	8,819.23
5301	General Office Supplies	50.00	.00	50.00	.00	50.00	0	0	.00
5504	Machinery/Equip/Supplies	2,500.00	.00	2,500.00	784.05	1,715.95	31	31	406.07
6103	Financial Audits	1,500.00	.00	1,500.00	.00	1,500.00	0	0	.00
6105	Consulting Services	.00	.00	.00	.00	.00	+++	+++	225.00
6106	Contractual Services	119,365.00	.00	119,365.00	49,586.74	69,778.26	42	42	37,506.24
6107	Promotion & Advertising	3,000.00	.00	3,000.00	441.00	2,559.00	15	15	769.80
6160	Vehicle Inspections	100.00	.00	100.00	100.00	.00	100	100	100.00
6300	Utilities	3,400.00	.00	3,400.00	1,679.70	1,720.30	49	49	1,527.48
6519	Association Membership	320.00	.00	320.00	.00	320.00	0	0	.00
6741	Misc. Bank Charges	50.00	.00	50.00	64.63	(14.63)	129	129	48.00
8711	Non Capital Asset Expense	30,192.00	.00	30,192.00	.00	30,192.00	0	0	.00
	Department 5261 - Dial - A - Ride Totals	\$182,477.00	\$0.00	\$182,477.00	\$65,660.38	\$116,816.62	36%	36%	\$49,401.82
Department 5265 - Trolley									
5110	Fuel Oil & Lubricants	13,440.00	.00	13,440.00	5,654.08	7,785.92	42	42	9,136.28
5504	Machinery/Equip/Supplies	1,000.00	.00	1,000.00	25.50	974.50	3	3	361.94

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6106	Contractual Services	43,070.00	.00	43,070.00	25,681.57	17,388.43	60		30,981.14
6160	Vehicle Inspections	.00	.00	.00	61.75	(61.75)	+++		.00
	Department 5265 - Trolley Totals	\$57,510.00	\$0.00	\$57,510.00	\$31,422.90	\$26,087.10	55%		\$40,479.36
8501	Department 7710 - Interfund Transactions								
	Transfers Out	79,775.00	.00	79,775.00	39,887.00	39,888.00	50		54,887.00
	Department 7710 - Interfund Transactions Totals	\$79,775.00	\$0.00	\$79,775.00	\$39,887.00	\$39,888.00	50%		\$54,887.00
	EXPENSE TOTALS	\$319,762.00	\$0.00	\$319,762.00	\$136,970.28	\$182,791.72	43%		\$144,768.18
	Fund 301 - Transit Fund Totals								
	REVENUE TOTALS	319,762.00	.00	319,762.00	21,020.50	298,741.50	7		154,253.55
	EXPENSE TOTALS	319,762.00	.00	319,762.00	136,970.28	182,791.72	43		144,768.18
	Fund 301 - Transit Fund Totals	\$0.00	\$0.00	\$0.00	(\$115,949.78)	\$115,949.78			\$9,485.37

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 053 - Water Equip. Replacement									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3710 Interest Income		1,500.00	.00	1,500.00	.00	1,500.00	0	0%	\$0.00
Department 1111 - Undistributed/Non-Dept. Totals		\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	0%	0%	\$0.00
REVENUE TOTALS		\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	0%	0%	\$0.00
Fund 053 - Water Equip. Replacement Totals									
REVENUE TOTALS		1,500.00	.00	1,500.00	.00	1,500.00	0	0%	.00
EXPENSE TOTALS		.00	.00	.00	.00	.00	+++	+++	.00
Fund 053 - Water Equip. Replacement Totals		\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	+++	+++	\$0.00

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 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 311 - Water Revenue Fund									
REVENUE									
Department 5240 - Water									
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++		342.00
3454	Water Services	3,400,000.00	.00	3,400,000.00	1,576,987.55	1,823,012.45	46		1,595,770.69
3455	Water NSF Fees	.00	.00	.00	280.00	(280.00)	+++		315.00
3456	Water Reconnection Fees	.00	.00	.00	2,025.00	(2,025.00)	+++		1,958.00
3459	Water Service Application	.00	.00	.00	5,250.00	(5,250.00)	+++		5,150.00
3496	Mitigation Fees	12,500.00	.00	12,500.00	11,182.01	1,317.99	89		16,932.01
3631	Penalties	50,000.00	.00	50,000.00	30,595.42	19,404.58	61		30,216.70
3905	Bad Debts Recovery	.00	.00	.00	445.62	(445.62)	+++		307.22
3919	Auctioned Property	.00	.00	.00	.00	.00	+++		945.55
Department 5240 - Water Totals		\$3,462,500.00	\$0.00	\$3,462,500.00	\$1,626,765.60	\$1,835,734.40	47%		\$1,651,937.17
Department 7710 - Interfund Transactions									
3801	Transfers In	.00	.00	.00	.00	.00	+++		(342.00)
3802	Intrafund Revenue Trans.	928,896.00	.00	928,896.00	.00	928,896.00	0		.00
Department 7710 - Interfund Transactions Totals		\$928,896.00	\$0.00	\$928,896.00	\$0.00	\$928,896.00	0%		(\$342.00)
REVENUE TOTALS		\$4,391,396.00	\$0.00	\$4,391,396.00	\$1,626,765.60	\$2,764,630.40	37%		\$1,651,595.17
EXPENSE									
Department 3510 - Accounting & Treasury									
5305	Forms Printing	.00	.00	.00	1,731.66	(1,731.66)	+++		2,464.25
6106	Contractual Services	20,000.00	.00	20,000.00	6,334.58	13,665.42	32		8,056.06
6220	Postage	.00	.00	.00	12.40	(12.40)	+++		55.00
6640	Maintenance Contracts	.00	.00	.00	367.89	(367.89)	+++		.00
Department 3510 - Accounting & Treasury Totals		\$20,000.00	\$0.00	\$20,000.00	\$8,446.53	\$11,553.47	42%		\$10,575.31
Department 5240 - Water									
4110	Regular Pay	560,000.00	.00	560,000.00	175,787.15	384,212.85	31		179,346.52
4120	Overtime Pay	30,000.00	.00	30,000.00	10,443.50	19,556.50	35		9,967.17
4310	Part-Time Pay	40,000.00	.00	40,000.00	12,986.40	27,013.60	32		35,612.42
4515	Standby Pay	25,600.00	.00	25,600.00	6,055.00	19,545.00	24		6,265.00
4599	Other Pay	10,000.00	.00	10,000.00	18,751.82	(8,751.82)	188		4,441.22
4910	Employer Paid Benefits	300,000.00	.00	300,000.00	111,674.53	188,325.47	37		117,501.87
4999	Labor Costs Applied	25,000.00	.00	25,000.00	26,326.68	(1,326.68)	105		18,466.96
5109	Uniforms/Safety Equipment	.00	.00	.00	316.65	(316.65)	+++		.00
5110	Fuel Oil & Lubricants	25,000.00	.00	25,000.00	8,779.22	16,220.78	35		9,597.68
5175	Computer Operating Supp.	.00	.00	.00	3,259.80	(3,259.80)	+++		.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
5199	Misc. Operating Supplies	55,000.00	.00	55,000.00	3,473.53	51,526.47	6	6	5,971.76
5502	Building Maint. Supplies	80,000.00	.00	80,000.00	58,667.02	21,332.98	73	73	50,852.01
5503	Rolling Stock Supplies	.00	.00	.00	120.00	(120.00)	+++	+++	661.48
5504	Machinery/Equip/Supplies	.00	.00	.00	106.44	(106.44)	+++	+++	.00
5969	Water Conservation Rebate	10,000.00	.00	10,000.00	500.00	9,500.00	5	5	2,374.73
6101	Legal Services	70,000.00	.00	70,000.00	.00	70,000.00	0	0	.00
6105	Consulting Services	50,000.00	.00	50,000.00	9,765.88	40,234.12	20	20	39,484.06
6106	Contractual Services	150,000.00	.00	150,000.00	41,494.61	108,505.39	28	28	88,332.95
6131	State Water Contract	2,150,000.00	.00	2,150,000.00	864,589.93	1,285,410.07	40	40	1,458,426.85
6160	Vehicle Inspections	.00	.00	.00	48.75	(48.75)	+++	+++	107.50
6161	Licenses & Permits	25,000.00	.00	25,000.00	7,578.58	17,421.42	30	30	13,176.61
6162	Mandated Fees/Inspections	.00	.00	.00	2,847.11	(2,847.11)	+++	+++	.00
6199	Other Professional Svc	.00	.00	.00	1,226.38	(1,226.38)	+++	+++	1,704.09
6220	Postage	.00	.00	.00	583.26	(583.26)	+++	+++	651.01
6300	Utilities	100,000.00	.00	100,000.00	55,079.19	44,920.81	55	55	50,775.91
6401	General Liability	47,171.00	.00	47,171.00	23,585.52	23,585.48	50	50	23,587.02
6411	Property Damage Ins.	1,130.00	.00	1,130.00	565.02	564.98	50	50	565.02
6472	Other Ins./Employee Bond	91.00	.00	91.00	62.52	28.48	69	69	62.52
6473	Vehicle Insurance	854.00	.00	854.00	427.02	426.98	50	50	427.02
6499	Earthquake & Flood Insurance	.00	.00	.00	10,067.22	(10,067.22)	+++	+++	10,034.64
6510	Meetings & Conferences	3,000.00	.00	3,000.00	5,315.38	(2,315.38)	177	177	1,338.73
6513	Meals & Lodging	.00	.00	.00	76.05	(76.05)	+++	+++	.00
6514	Travel Expense	2,500.00	.00	2,500.00	1,669.55	830.45	67	67	.00
6519	Association Membership	2,500.00	.00	2,500.00	831.81	1,668.19	33	33	211.40
6601	Outside Equip. Repair/Mat	.00	.00	.00	.00	.00	+++	+++	473.28
6602	Outside Structural Repair	.00	.00	.00	.00	.00	+++	+++	1,550.00
6604	Outside Vehicle Repair/Maint	.00	.00	.00	1,774.45	(1,774.45)	+++	+++	258.03
6710	Notices & Publications	12,000.00	.00	12,000.00	.00	12,000.00	0	0	193.63
6720	Medical Examinations	.00	.00	.00	243.50	(243.50)	+++	+++	.00
6741	Misc. Bank Charges	.00	.00	.00	2,381.57	(2,381.57)	+++	+++	2,054.24
6811	Auto & Truck Rental	.00	.00	.00	263.35	(263.35)	+++	+++	.00
6812	Space Rental	22,000.00	.00	22,000.00	20,400.00	1,600.00	93	93	20,000.00
7499	Other Capital Outlay	.00	.00	.00	.00	.00	+++	+++	15,785.37
8711	Non Capital Asset Expense	.00	.00	.00	33,616.30	(33,616.30)	+++	+++	9,212.75
8750	Bad Debts Written Off	15,000.00	.00	15,000.00	1,425.84	13,574.16	10	10	3,665.77
8760	UM Customer Adjustments	.00	.00	.00	7,175.19	(7,175.19)	+++	+++	8,070.15

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Department 8501	Department 5240 - Water Totals	\$3,811,846.00	\$0.00	\$3,811,846.00	\$1,550,341.72	\$2,281,504.28	40%	40%	\$2,191,207.37
	Transfers Out	271,188.00	.00	271,188.00	112,995.00	158,193.00	42%	42%	135,594.00
Department 7710	Department 7710 - Interfund Transactions	\$271,188.00	\$0.00	\$271,188.00	\$112,995.00	\$158,193.00	42%	42%	\$135,594.00
	EXPENSE TOTALS	\$4,103,034.00	\$0.00	\$4,103,034.00	\$1,651,783.25	\$2,451,250.75	40%	40%	\$2,337,376.68
Fund 311	Fund 311 - Water Revenue Fund Totals	4,391,396.00	.00	4,391,396.00	1,626,765.60	2,764,630.40	37%	37%	1,651,595.17
	REVENUE TOTALS	4,103,034.00	.00	4,103,034.00	1,651,783.25	2,451,250.75	40%	40%	2,337,376.68
	EXPENSE TOTALS	\$288,362.00	\$0.00	\$288,362.00	(\$25,017.65)	\$313,379.65			(\$685,781.51)

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 Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 921 - Water Capital Impv Fund									
REVENUE									
Department 7710 - Interfund Transactions									
3801	Transfers In	.00	.00	.00	7,632.48	(7,632.48)	+++		.00
3802	Intrafund Revenue Trans.	.00	.00	.00	66,765.05	(66,765.05)	+++		(12,240.01)
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$74,397.53	(\$74,397.53)	+++		(\$12,240.01)
Department 8464 - Desal Energy Recovery Sys									
3371	State Grant Public Svc	.00	.00	.00	.00	.00	+++		169,624.66
3403	Sale of Plans/Specs	.00	.00	.00	1,000.00	(1,000.00)	+++		.00
	Department 8464 - Desal Energy Recovery Sys Totals	\$0.00	\$0.00	\$0.00	\$1,000.00	(\$1,000.00)	+++		\$169,624.66
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$75,397.53	(\$75,397.53)	+++		\$157,384.65
EXPENSE									
Department 5240 - Water									
4910	Employer Paid Benefits	.00	.00	.00	125.08	(125.08)	+++		.00
4999	Labor Costs Applied	.00	.00	.00	229.46	(229.46)	+++		.00
6106	Contractual Services	.00	.00	.00	2,950.00	(2,950.00)	+++		.00
	Department 5240 - Water Totals	\$0.00	\$0.00	\$0.00	\$3,304.54	(\$3,304.54)	+++		\$0.00
Department 7710 - Interfund Transactions									
8410	Intrafund Expense Trans.	.00	.00	.00	.00	.00	+++		135,864.31
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$135,864.31
Department 8425 - Blanca Pipeline									
8998	Budget Carryover	250,000.00	.00	250,000.00	.00	250,000.00	0		.00
	Department 8425 - Blanca Pipeline Totals	\$250,000.00	\$0.00	\$250,000.00	\$0.00	\$250,000.00	0%		\$0.00
Department 8437 - Nutmeg Tank									
4910	Employer Paid Benefits	.00	.00	.00	493.47	(493.47)	+++		606.66
4999	Labor Costs Applied	.00	.00	.00	1,134.73	(1,134.73)	+++		1,251.96
6105	Consulting Services	.00	.00	.00	4,719.50	(4,719.50)	+++		5,317.50
6161	Licenses & Permits	.00	.00	.00	.00	.00	+++		8,855.00
8998	Budget Carryover	334,846.00	.00	334,846.00	.00	334,846.00	0		.00
	Department 8437 - Nutmeg Tank Totals	\$334,846.00	\$0.00	\$334,846.00	\$6,347.70	\$328,498.30	2%		\$16,031.12
Department 8464 - Desal Energy Recovery Sys									
4910	Employer Paid Benefits	.00	.00	.00	2,976.94	(2,976.94)	+++		1,534.27
4999	Labor Costs Applied	.00	.00	.00	6,543.55	(6,543.55)	+++		2,960.82
5199	Misc. Operating Supplies	.00	.00	.00	2,391.34	(2,391.34)	+++		.00
6105	Consulting Services	.00	.00	.00	57,138.00	(57,138.00)	+++		4,766.88
6106	Contractual Services	.00	.00	.00	.00	.00	+++		2,000.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
8998	Budget Carryover	915,806.00	.00	915,806.00	.00	915,806.00	0		.00
	Department 8464 - Desal Energy Recovery Sys Totals	\$915,806.00	\$0.00	\$915,806.00	\$69,049.83	\$846,756.17	8%		\$11,261.97
8998	Department 9704 - Chorro Creek Stream Gauge	205,660.00	.00	205,660.00	.00	205,660.00	0		.00
	Budget Carryover	\$205,660.00	\$0.00	\$205,660.00	\$0.00	\$205,660.00	0%		\$0.00
	Department 9704 - Chorro Creek Stream Gauge Totals	\$1,706,312.00	\$0.00	\$1,706,312.00	\$78,702.07	\$1,627,609.93	5%		\$163,157.40
	EXPENSE TOTALS								
	Fund 921 - Water Capital Impv Fund Totals								
	REVENUE TOTALS	.00	.00	.00	75,397.53	(75,397.53)	+++		157,384.65
	EXPENSE TOTALS	1,706,312.00	.00	1,706,312.00	78,702.07	1,627,609.93	5		163,157.40
	Fund 921 - Water Capital Impv Fund Totals	(\$1,706,312.00)	\$0.00	(\$1,706,312.00)	(\$3,304.54)	(\$1,703,007.46)			(\$5,772.75)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 951 - Water Accumulation Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3710 Interest Income		15,000.00	.00	15,000.00	.00	15,000.00	0	0%	.00
Department 1111 - Undistributed/Non-Dept. Totals		\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	0%	0%	\$0.00
Department 5205 - Public Services Admin									
3455 Water NSF Fees		.00	.00	.00	(210.23)	210.23	+++	+++	106.00
Department 5205 - Public Services Admin Totals		\$0.00	\$0.00	\$0.00	(\$210.23)	\$210.23	+++	+++	\$106.00
Department 5240 - Water									
3457 Connection Fees		.00	.00	.00	.00	.00	+++	+++	(2,950.20)
3950 Impact Fees		.00	.00	.00	13,970.00	(13,970.00)	+++	+++	4,552.00
Department 5240 - Water Totals		\$0.00	\$0.00	\$0.00	\$13,970.00	(\$13,970.00)	+++	+++	\$1,601.80
Department 7710 - Interfund Transactions									
3802 Intrafund Revenue Trans.		.00	.00	.00	.00	.00	+++	+++	135,864.31
Department 7710 - Interfund Transactions Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$135,864.31
REVENUE TOTALS		\$15,000.00	\$0.00	\$15,000.00	\$13,759.77	\$1,240.23	92%	92%	\$137,572.11
EXPENSE									
Department 7710 - Interfund Transactions									
8410 Intrafund Expense Trans.		928,896.00	.00	928,896.00	74,397.53	854,498.47	8	8%	(12,240.01)
Department 7710 - Interfund Transactions Totals		\$928,896.00	\$0.00	\$928,896.00	\$74,397.53	\$854,498.47	8%	8%	(\$12,240.01)
EXPENSE TOTALS		\$928,896.00	\$0.00	\$928,896.00	\$74,397.53	\$854,498.47	8%	8%	(\$12,240.01)
Fund 951 - Water Accumulation Fund Totals									
REVENUE TOTALS		15,000.00	.00	15,000.00	13,759.77	1,240.23	92	92%	137,572.11
EXPENSE TOTALS		928,896.00	.00	928,896.00	74,397.53	854,498.47	8	8%	(12,240.01)
Fund 951 - Water Accumulation Fund Totals		(\$913,896.00)	\$0.00	(\$913,896.00)	(\$60,637.76)	(\$853,258.24)			\$149,812.12

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 054 - Sewer Equip. Replacement									
REVENUE									
Department 7710 - Interfund Transactions									
3801	Transfers In	.00	.00	.00	25,000.00	(25,000.00)	+++		.00
3802	Intrafund Revenue Trans.	25,000.00	.00	25,000.00	.00	25,000.00	0		.00
	Department 7710 - Interfund Transactions Totals	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	(\$0.00)	100%		\$0.00
	REVENUE TOTALS	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	(\$0.00)	100%		\$0.00
EXPENSE									
Department 5251 - Wastewater Collection									
7202	Trucks	50,000.00	.00	50,000.00	.00	50,000.00	0		.00
	Department 5251 - Wastewater Collection Totals	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0%		\$0.00
	EXPENSE TOTALS	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0%		\$0.00
Fund 054 - Sewer Equip. Replacement Totals									
	REVENUE TOTALS	25,000.00	.00	25,000.00	25,000.00	.00	100		.00
	EXPENSE TOTALS	50,000.00	.00	50,000.00	.00	50,000.00	0		.00
Fund 054 - Sewer Equip. Replacement Totals		(\$25,000.00)	\$0.00	(\$25,000.00)	\$25,000.00	(\$50,000.00)			\$0.00

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Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 321 - Sewer Revenue Fund									
REVENUE									
Department 5251 - Wastewater Collection									
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00		+++	7.00
3403	Sale of Plans/Specs	.00	.00	.00	.00	.00		+++	200.00
3452	Sewer Services	3,500,000.00	.00	3,500,000.00	1,726,740.86	1,773,259.14		49	1,632,267.82
3631	Penalties	20,000.00	.00	20,000.00	13,089.37	6,910.63		65	12,901.27
3730	Rental Income	19,000.00	.00	19,000.00	17,977.80	1,022.20		95	17,565.50
3919	Auctioned Property	.00	.00	.00	.00	.00		+++	970.55
3922	Refunds/Adj./Restitution	(3,000.00)	.00	(3,000.00)	.00	(3,000.00)		0	.00
	Department 5251 - Wastewater Collection Totals	\$3,536,000.00	\$0.00	\$3,536,000.00	\$1,757,808.03	\$1,778,191.97		50%	\$1,663,912.14
Department 7710 - Interfund Transactions									
3801	Transfers In	.00	.00	.00	.00	.00		+++	(7.00)
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		+++	(\$7.00)
	REVENUE TOTALS	\$3,536,000.00	\$0.00	\$3,536,000.00	\$1,757,808.03	\$1,778,191.97		50%	\$1,663,905.14
EXPENSE									
Department 3510 - Accounting & Treasury									
5199	Misc. Operating Supplies	5,000.00	.00	5,000.00	.00	5,000.00		0	.00
5305	Forms Printing	.00	.00	.00	1,731.65	(1,731.65)		+++	2,464.24
6106	Contractual Services	15,000.00	.00	15,000.00	6,334.52	8,665.48		42	7,389.28
6220	Postage	.00	.00	.00	12.40	(12.40)		+++	55.00
6640	Maintenance Contracts	.00	.00	.00	367.89	(367.89)		+++	.00
	Department 3510 - Accounting & Treasury Totals	\$20,000.00	\$0.00	\$20,000.00	\$8,446.46	\$11,553.54		42%	\$9,908.52
Department 5251 - Wastewater Collection									
4110	Regular Pay	304,760.00	.00	304,760.00	126,513.63	178,246.37		42	130,602.01
4120	Overtime Pay	10,000.00	.00	10,000.00	746.23	9,253.77		7	2,398.76
4310	Part-Time Pay	25,000.00	.00	25,000.00	5,012.35	19,987.65		20	21,895.46
4515	Standby Pay	20,000.00	.00	20,000.00	6,090.00	13,910.00		30	6,160.00
4599	Other Pay	5,000.00	.00	5,000.00	9,371.72	(4,371.72)		187	21,598.76
4910	Employer Paid Benefits	169,528.00	.00	169,528.00	69,845.40	99,682.60		41	88,491.02
4999	Labor Costs Applied	100,000.00	.00	100,000.00	19,009.78	80,990.22		19	15,075.84
5109	Uniforms/Safety Equipment	.00	.00	.00	46.82	(46.82)		+++	.00
5110	Fuel Oil & Lubricants	15,000.00	.00	15,000.00	6,740.45	8,259.55		45	9,270.12
5120	Chemical Supplies	.00	.00	.00	925.88	(925.88)		+++	1,122.06
5175	Computer Operating Supp.	.00	.00	.00	2,490.25	(2,490.25)		+++	.00

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Account	Account Description	Adopted Budget	Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
5199	Misc. Operating Supplies	65,000.00	.00	65,000.00	24,397.75	40,602.25	38		5,916.91
5502	Building Maint. Supplies	7,500.00	.00	7,500.00	854.01	6,645.99	11		551.65
5504	Machinery/Equip/Supplies	.00	.00	.00	3.94	(3.94)	+++		.00
6105	Consulting Services	100,000.00	.00	100,000.00	.00	100,000.00	0		17,961.40
6106	Contractual Services	250,000.00	.00	250,000.00	48,855.86	201,144.14	20		13,711.96
6161	Licenses & Permits	5,000.00	.00	5,000.00	1,521.00	3,479.00	30		3,547.00
6220	Postage	.00	.00	.00	596.61	(596.61)	+++		639.22
6300	Utilities	25,000.00	.00	25,000.00	7,277.55	17,722.45	29		9,090.85
6401	General Liability	28,303.00	.00	28,303.00	14,151.48	14,151.52	50		14,151.48
6411	Property Damage Ins.	565.00	.00	565.00	282.48	282.52	50		282.48
6472	Other Ins./Employee Bond	28.00	.00	28.00	37.50	(9.50)	134		37.50
6473	Vehicle Insurance	488.00	.00	488.00	244.02	243.98	50		244.02
6499	Earthquake & Flood Insurance	.00	.00	.00	4,355.34	(4,355.34)	+++		4,313.64
6510	Meetings & Conferences	1,750.00	.00	1,750.00	750.00	1,000.00	43		385.45
6511	Mileage Reimbursement	500.00	.00	500.00	.00	500.00	0		.00
6513	Meals & Lodging	500.00	.00	500.00	651.44	(151.44)	130		.00
6514	Travel Expense	.00	.00	.00	77.51	(77.51)	+++		39.76
6519	Association Membership	2,000.00	.00	2,000.00	466.81	1,533.19	23		547.40
6604	Outside Vehicle Repair/Maint	.00	.00	.00	48.75	(48.75)	+++		422.37
6710	Notices & Publications	8,000.00	.00	8,000.00	.00	8,000.00	0		424.58
6720	Medical Examinations	.00	.00	.00	161.00	(161.00)	+++		95.00
6741	Misc. Bank Charges	.00	.00	.00	2,381.58	(2,381.58)	+++		2,054.22
8721	Payment To Other Agency	1,464,624.00	.00	1,464,624.00	708,389.15	756,234.85	48		.00
8750	Bad Debts Written Off	10,000.00	.00	10,000.00	1,379.32	8,620.68	14		4,013.40
8760	UM Customer Adjustments	.00	.00	.00	4,458.05	(4,458.05)	+++		4,091.30
Department 5251 - Wastewater Collection Totals		\$2,618,546.00	\$0.00	\$2,618,546.00	\$1,068,133.66	\$1,550,412.34	41%		\$379,135.62
Department 7710 - Interfund Transactions									
8410	Intrafund Expense Trans.	1,794,657.00	.00	1,794,657.00	.00	1,794,657.00	0		.00
8501	Transfers Out	161,630.00	.00	161,630.00	80,816.00	80,814.00	50		80,816.00
Department 7710 - Interfund Transactions Totals		\$1,956,287.00	\$0.00	\$1,956,287.00	\$80,816.00	\$1,875,471.00	4%		\$80,816.00
EXPENSE TOTALS		\$4,594,833.00	\$0.00	\$4,594,833.00	\$1,157,396.12	\$3,437,436.88	25%		\$469,860.14
Fund 321 - Sewer Revenue Fund Totals									
REVENUE TOTALS		3,536,000.00	.00	3,536,000.00	1,757,808.03	1,778,191.97	50		1,663,905.14
EXPENSE TOTALS		4,594,833.00	.00	4,594,833.00	1,157,396.12	3,437,436.88	25		469,860.14
Fund 321 - Sewer Revenue Fund Totals		(\$1,058,833.00)	\$0.00	(\$1,058,833.00)	\$600,411.91	(\$1,659,244.91)			\$1,194,045.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 922 - Sewer Capital Impv Fund									
REVENUE									
Department 7710 - Interfund Transactions									
3802	Intrafund Revenue Trans.	.00	.00	.00	928,855.14	(928,855.14)		+++	48,469.85
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$928,855.14	(\$928,855.14)		+++	\$48,469.85
Department 8310 - Reconstruct Lift St. #2									
3403	Sale of Plans/Specs	.00	.00	.00	.00	.00		+++	1,425.00
	Department 8310 - Reconstruct Lift St. #2 Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		+++	\$1,425.00
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$928,855.14	(\$928,855.14)		+++	\$49,894.85
EXPENSE									
Department 8228 - Reconstruct Lift St. #3									
4120	Overtime Pay	.00	.00	.00	396.24	(396.24)		+++	.00
4910	Employer Paid Benefits	.00	.00	.00	4,067.09	(4,067.09)		+++	243.69
4999	Labor Costs Applied	.00	.00	.00	14,474.52	(14,474.52)		+++	622.70
5199	Misc. Operating Supplies	.00	.00	.00	690.84	(690.84)		+++	281.03
6105	Consulting Services	.00	.00	.00	59,901.44	(59,901.44)		+++	2,036.89
6106	Contractual Services	.00	.00	.00	750,155.04	(750,155.04)		+++	.00
8998	Budget Carryover	1,205,983.00	.00	1,205,983.00	.00	1,205,983.00	0	0	.00
	Department 8228 - Reconstruct Lift St. #3 Totals	\$1,205,983.00	\$0.00	\$1,205,983.00	\$829,685.17	\$376,297.83		69%	\$3,184.31
Department 8310 - Reconstruct Lift St. #2									
4120	Overtime Pay	.00	.00	.00	821.95	(821.95)		+++	.00
4910	Employer Paid Benefits	.00	.00	.00	2,596.36	(2,596.36)		+++	3,798.54
4999	Labor Costs Applied	.00	.00	.00	6,110.84	(6,110.84)		+++	10,066.92
5199	Misc. Operating Supplies	.00	.00	.00	63.96	(63.96)		+++	5,472.99
6105	Consulting Services	.00	.00	.00	31,027.92	(31,027.92)		+++	21,551.73
6106	Contractual Services	.00	.00	.00	48,388.02	(48,388.02)		+++	4,869.38
6710	Notices & Publications	.00	.00	.00	.00	.00		+++	950.98
8998	Budget Carryover	322,672.00	.00	322,672.00	.00	322,672.00	0	0	.00
	Department 8310 - Reconstruct Lift St. #2 Totals	\$322,672.00	\$0.00	\$322,672.00	\$89,009.05	\$233,662.95		28%	\$46,710.54
Department 8455 - No.Main Truck Line Replic									
8998	Budget Carryover	32,994.00	.00	32,994.00	.00	32,994.00	0	0	.00
	Department 8455 - No.Main Truck Line Replic Totals	\$32,994.00	\$0.00	\$32,994.00	\$0.00	\$32,994.00		0%	\$0.00
Department 9606 - Construct Hydro Bldg.									
8998	Budget Carryover	72,464.00	.00	72,464.00	.00	72,464.00	0	0	.00
	Department 9606 - Construct Hydro Bldg. Totals	\$72,464.00	\$0.00	\$72,464.00	\$0.00	\$72,464.00		0%	\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Department 9809	Sewer Line Rehabilitation								
6106	Contractual Services	.00	.00	.00	10,160.92	(10,160.92)	+++		.00
8999	Capital Project Budget	158,552.00	.00	158,552.00	.00	158,552.00	0		.00
	Department 9809 - Sewer Line Rehabilitation Totals	\$158,552.00	\$0.00	\$158,552.00	\$10,160.92	\$148,391.08	6%		\$0.00
	EXPENSE TOTALS	\$1,792,665.00	\$0.00	\$1,792,665.00	\$928,855.14	\$863,809.86	52%		\$49,894.85
Fund 922	Sewer Capital Impv Fund Totals						+++		49,894.85
	REVENUE TOTALS	.00	.00	.00	928,855.14	(928,855.14)	52		49,894.85
	EXPENSE TOTALS	1,792,665.00	.00	1,792,665.00	928,855.14	863,809.86			
Fund 922	Sewer Capital Impv Fund Totals	(\$1,792,665.00)	\$0.00	(\$1,792,665.00)	\$0.00	(\$1,792,665.00)			\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 952 - Sewer Accumulation Fund									
REVENUE									
Department 1111 - Undistributed/Non-Dept.									
3710	Interest Income	30,000.00	.00	30,000.00	.00	30,000.00	0	0%	.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	0%	0%	\$0.00
Department 5205 - Public Services Admin									
3125	WW Coll Connection Permit	.00	.00	.00	(2,257.20)	2,257.20	+++	+++	(18,283.20)
	Department 5205 - Public Services Admin Totals	\$0.00	\$0.00	\$0.00	(\$2,257.20)	\$2,257.20	+++	+++	(\$18,283.20)
Department 5251 - Wastewater Collection									
3950	Impact Fees	.00	.00	.00	19,462.00	(19,462.00)	+++	+++	8,356.00
	Department 5251 - Wastewater Collection Totals	\$0.00	\$0.00	\$0.00	\$19,462.00	(\$19,462.00)	+++	+++	\$8,356.00
Department 7710 - Interfund Transactions									
3802	Intrafund Revenue Trans.	1,794,657.00	.00	1,794,657.00	.00	1,794,657.00	0	0%	.00
	Department 7710 - Interfund Transactions Totals	\$1,794,657.00	\$0.00	\$1,794,657.00	\$0.00	\$1,794,657.00	0%	0%	\$0.00
	REVENUE TOTALS	\$1,824,657.00	\$0.00	\$1,824,657.00	\$17,204.80	\$1,807,452.20	1%	1%	(\$9,927.20)
EXPENSE									
Department 7710 - Interfund Transactions									
8410	Intrafund Expense Trans.	25,000.00	.00	25,000.00	928,855.14	(903,855.14)	3715	3715%	48,469.85
8501	Transfers Out	.00	.00	.00	25,000.00	(25,000.00)	+++	+++	.00
	Department 7710 - Interfund Transactions Totals	\$25,000.00	\$0.00	\$25,000.00	\$953,855.14	(\$928,855.14)	3815%	3815%	\$48,469.85
	EXPENSE TOTALS	\$25,000.00	\$0.00	\$25,000.00	\$953,855.14	(\$928,855.14)	3815%	3815%	\$48,469.85
Fund 952 - Sewer Accumulation Fund Totals									
	REVENUE TOTALS	1,824,657.00	.00	1,824,657.00	17,204.80	1,807,452.20	1	1	(9,927.20)
	EXPENSE TOTALS	25,000.00	.00	25,000.00	953,855.14	(928,855.14)	3815	3815	48,469.85
	Fund 952 - Sewer Accumulation Fund Totals	\$1,799,657.00	\$0.00	\$1,799,657.00	(\$936,650.34)	\$2,736,307.34			(\$58,397.05)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 055 - Harbor Equip. Replacement									
REVENUE									
Department 7710 - Interfund Transactions									
3801	Transfers In	.00	.00	.00	31,000.00	(31,000.00)	+++		.00
3802	Intrafund Revenue Trans.	200,000.00	.00	200,000.00	.00	200,000.00	0		.00
	Department 7710 - Interfund Transactions Totals	\$200,000.00	\$0.00	\$200,000.00	\$31,000.00	\$169,000.00	16%		\$0.00
	REVENUE TOTALS	\$200,000.00	\$0.00	\$200,000.00	\$31,000.00	\$169,000.00	16%		\$0.00
EXPENSE									
Department 6510 - Harbor Department									
7202	Trucks	200,000.00	.00	200,000.00	.00	200,000.00	0		.00
	Department 6510 - Harbor Department Totals	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00	0%		\$0.00
	EXPENSE TOTALS	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00	0%		\$0.00
Fund 055 - Harbor Equip. Replacement									
REVENUE TOTALS		200,000.00	.00	200,000.00	31,000.00	169,000.00	16		.00
EXPENSE TOTALS		200,000.00	.00	200,000.00	.00	200,000.00	0		.00
Fund 055 - Harbor Equip. Replacement Totals		\$0.00	\$0.00	\$0.00	\$31,000.00	(\$31,000.00)			\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	Prior Year YTD
Fund 331 - Harbor Operating Fund								
REVENUE								
Department 1104 - Harbor Nature Conservancy Grant	Fed Grant Other Govt Svc	.00	.00	.00	25,000.00	(25,000.00)	+++	17,500.00
Department 1104 - Harbor Nature Conservancy Grant		\$0.00	\$0.00	\$0.00	\$25,000.00	(\$25,000.00)	+++	\$17,500.00
Department 1201 - NFWF Plan/Dev Grant	Fed Grant Other Govt Svc	.00	.00	.00	67,500.00	(67,500.00)	+++	.00
Department 1201 - NFWF Plan/Dev Grant Totals		\$0.00	\$0.00	\$0.00	\$67,500.00	(\$67,500.00)	+++	\$0.00
Department 6510 - Harbor Department	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++	853.00
3302	Other Grant Public Svc	.00	.00	.00	7,921.00	(7,921.00)	+++	(23,806.00)
3391	Sale of Copies & Books	50.00	.00	50.00	29.00	21.00	58	15.00
3401	Live Aboard Services	5,000.00	.00	5,000.00	3,797.20	1,202.80	76	1,885.50
3437	Other Harbor Services	10,000.00	.00	10,000.00	5,789.03	4,210.97	58	5,039.10
3439	Harbor Leases	1,379,835.00	.00	1,379,835.00	772,180.85	607,654.15	56	551,430.47
3440	North T-Pier Dockage	55,000.00	.00	55,000.00	13,210.61	41,789.39	24	25,355.10
3441	South T-Pier Dockage	45,000.00	.00	45,000.00	(7,956.11)	52,956.11	-18	18,667.35
3442	Mooring Rental	83,000.00	.00	83,000.00	62,621.14	20,378.86	75	60,450.51
3443	Slip Rental	84,000.00	.00	84,000.00	58,171.28	25,828.72	69	62,001.76
3444	Slip Transient Sublease	50,000.00	.00	50,000.00	651.18	49,348.82	1	(8,688.58)
3445	Floating Dockage Rental	7,000.00	.00	7,000.00	3,191.79	3,808.21	46	4,021.82
3447	Special Events	500.00	.00	500.00	910.00	(410.00)	182	1,386.00
3469	Other Rev/Current Svc	15,500.00	.00	15,500.00	777.00	14,723.00	5	.00
3499	Trans. From General Fund	.00	.00	.00	.00	.00	+++	(36.52)
3810	Bad Debts Recovery	.00	.00	.00	878.89	(878.89)	+++	.00
3905	Auctioned Property	.00	.00	.00	4,520.00	(4,520.00)	+++	.00
3919	Other Misc. Revenues	.00	.00	.00	974.66	(974.66)	+++	.00
3990	Cash Variations	.00	.00	.00	.00	.00	+++	420.00
3991	Department 6510 - Harbor Department Totals	\$1,734,885.00	\$0.00	\$1,734,885.00	\$927,667.52	\$807,217.48	53%	\$698,994.51
Department 8479 - Launch Ramp Parking	Other Rev/Current Svc	25,000.00	.00	25,000.00	14,551.00	10,449.00	58	16,211.00
3499	Department 8479 - Launch Ramp Parking Totals	\$25,000.00	\$0.00	\$25,000.00	\$14,551.00	\$10,449.00	58%	\$16,211.00
	REVENUE TOTALS	\$1,759,885.00	\$0.00	\$1,759,885.00	\$1,034,718.52	\$725,166.48	59%	\$732,705.51
EXPENSE								
Department 1104 - Harbor Nature Conservancy Grant	Part-Time Pay	.00	.00	.00	18,972.00	(18,972.00)	+++	22,848.00
4310								

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
4910	Employer Paid Benefits	.00	.00	.00	207.55	(207.55)	+++	+++	1,222.26
6101	Legal Services	.00	.00	.00	880.00	(880.00)	+++	+++	1,676.26
6105	Consulting Services	.00	.00	.00	.00	.00	+++	+++	6,970.00
6510	Meetings & Conferences	.00	.00	.00	.00	.00	+++	+++	406.24
Department 1104 - Harbor Nature Conservancy Grant		\$0.00	\$0.00	\$0.00	\$20,059.55	(\$20,059.55)	+++	+++	\$33,122.76
Department 1201 - NFWF Plan/Dev Grant									
4310	Part-Time Pay	.00	.00	.00	1,680.00	(1,680.00)	+++	+++	.00
4910	Employer Paid Benefits	.00	.00	.00	743.16	(743.16)	+++	+++	.00
6105	Consulting Services	.00	.00	.00	28,696.00	(28,696.00)	+++	+++	.00
Department 1201 - NFWF Plan/Dev Grant Totals		\$0.00	\$0.00	\$0.00	\$31,119.16	(\$31,119.16)	+++	+++	\$0.00
Department 6510 - Harbor Department									
4110	Regular Pay	471,861.00	.00	471,861.00	198,123.48	273,737.52	42	42	220,569.28
4120	Overtime Pay	3,000.00	.00	3,000.00	2,825.61	174.39	94	94	1,757.74
4310	Part-Time Pay	63,000.00	.00	63,000.00	37,723.84	25,276.16	60	60	39,219.43
4515	Standby Pay	12,775.00	.00	12,775.00	5,565.00	7,210.00	44	44	5,180.00
4599	Other Pay	3,000.00	.00	3,000.00	5,339.46	(2,339.46)	178	178	10,977.18
4910	Employer Paid Benefits	288,230.00	.00	288,230.00	120,052.76	168,177.24	42	42	146,383.20
5105	First Aide Supplies	850.00	.00	850.00	.00	850.00	0	0	382.40
5108	Communication Supplies	1,500.00	.00	1,500.00	121.77	1,378.23	8	8	1,348.44
5109	Uniforms/Safety Equipment	3,500.00	.00	3,500.00	2,835.47	664.53	81	81	3,328.42
5110	Fuel Oil & Lubricants	25,000.00	.00	25,000.00	11,565.35	13,434.65	46	46	13,554.41
5125	Repairs/Maint. Materials	1,000.00	.00	1,000.00	.00	1,000.00	0	0	1,413.05
5175	Computer Operating Supp.	200.00	.00	200.00	136.82	63.18	68	68	332.45
5199	Misc. Operating Supplies	750.00	.00	750.00	460.31	289.69	61	61	274.30
5301	General Office Supplies	2,500.00	.00	2,500.00	1,517.71	982.29	61	61	787.28
5304	Periodical/Subscriptions	300.00	.00	300.00	.00	300.00	0	0	.00
5305	Forms Printing	2,000.00	.00	2,000.00	948.26	1,051.74	47	47	1,072.44
5501	Grounds Maint. Supplies	2,500.00	.00	2,500.00	1,980.61	519.39	79	79	1,283.17
5502	Building Maint. Supplies	2,000.00	.00	2,000.00	302.49	1,697.51	15	15	259.10
5503	Rolling Stock Supplies	.00	.00	.00	591.28	(591.28)	+++	+++	.00
5504	Machinery/Equip/Supplies	10,000.00	.00	10,000.00	11,141.68	(1,141.68)	111	111	6,189.87
5530	Small Tools	1,000.00	.00	1,000.00	710.49	289.51	71	71	168.95
6101	Legal Services	2,000.00	.00	2,000.00	.00	2,000.00	0	0	.00
6102	Legislative Analyst	8,400.00	.00	8,400.00	.00	8,400.00	0	0	.00
6103	Financial Audits	15,000.00	.00	15,000.00	.00	15,000.00	0	0	.00
6105	Consulting Services	1,000.00	.00	1,000.00	.00	1,000.00	0	0	.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6106	Contractual Services	10,000.00	.00	10,000.00	4,736.53	5,263.47	47	47	4,885.77
6107	Promotion & Advertising	2,000.00	.00	2,000.00	2,367.64	(367.64)	118	118	758.50
6125	Professional Development	5,000.00	.00	5,000.00	898.40	4,101.60	18	18	1,329.63
6199	Other Professional Svc	1,000.00	.00	1,000.00	573.87	426.13	57	57	1,512.55
6201	Telephone	4,500.00	.00	4,500.00	2,436.72	2,063.28	54	54	.00
6220	Postage	1,000.00	.00	1,000.00	711.29	288.71	71	71	741.86
6300	Utilities	.00	.00	.00	137.50	(137.50)	+++	+++	52,188.92
6301	Electricity	22,600.00	.00	22,600.00	9,856.05	12,743.95	44	44	.00
6302	Natural Gas	900.00	.00	900.00	311.75	588.25	35	35	.00
6303	Water	29,000.00	.00	29,000.00	18,177.86	10,822.14	63	63	.00
6305	Disposal	51,000.00	.00	51,000.00	27,145.20	23,854.80	53	53	.00
6401	General Liability	50,316.00	.00	50,316.00	25,158.00	25,158.00	50	50	25,158.00
6411	Property Damage Ins.	1,130.00	.00	1,130.00	9,041.78	(7,911.78)	800	800	7,679.76
6472	Other Ins./Employee Bond	16,134.00	.00	16,134.00	67.02	16,066.98	0	0	67.02
6473	Vehicle Insurance	610.00	.00	610.00	304.98	305.02	50	50	304.98
6510	Meetings & Conferences	3,500.00	.00	3,500.00	1,112.28	2,387.72	32	32	4,107.28
6519	Association Membership	2,500.00	.00	2,500.00	2,045.00	455.00	82	82	2,300.00
6601	Outside Equip. Repair/Mat	20,000.00	.00	20,000.00	29,558.64	(9,558.64)	148	148	32,505.11
6602	Outside Structural Repair	8,000.00	.00	8,000.00	21,912.16	(13,912.16)	274	274	2,506.78
6603	Outside Ground Repair	2,000.00	.00	2,000.00	600.00	1,400.00	30	30	2,045.00
6604	Outside Vehicle Repair/Maint	2,000.00	.00	2,000.00	48.75	1,951.25	2	2	5,812.48
6640	Maintenance Contracts	1,500.00	.00	1,500.00	564.00	936.00	38	38	564.00
6710	Notices & Publications	500.00	.00	500.00	70.24	429.76	14	14	186.70
6741	Misc. Bank Charges	.00	.00	.00	3,185.05	(3,185.05)	+++	+++	2,142.92
6742	Cr. Card Processing Chgs.	500.00	.00	500.00	.00	500.00	0	0	.00
6750	Business Equipment Rental	2,500.00	.00	2,500.00	588.81	1,911.19	24	24	576.86
6810	Equipment Rental	500.00	.00	500.00	234.22	265.78	47	47	212.80
8110	Interest Expense	48,019.00	.00	48,019.00	48,018.84	.16	100	100	51,758.37
8130	Principal Repayment	86,840.00	.00	86,840.00	86,840.16	(.16)	100	100	83,100.63
Department 6510 - Harbor Department Totals		\$1,294,915.00	\$0.00	\$1,294,915.00	\$698,645.13	\$596,269.87	54%	54%	\$736,927.03
Department 6511 - Harbor Lifeguards									
4120	Overtime Pay	.00	.00	.00	256.13	(256.13)	+++	+++	.00
4310	Part-Time Pay	35,000.00	.00	35,000.00	25,722.87	9,277.13	73	73	28,818.65
4910	Employer Paid Benefits	8,275.00	.00	8,275.00	4,855.62	3,419.38	59	59	5,864.17
5105	First Aide Supplies	500.00	.00	500.00	.00	500.00	0	0	.00
5109	Uniforms/Safety Equipment	500.00	.00	500.00	.00	500.00	0	0	34.44

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
5199	Misc. Operating Supplies	1,000.00	.00	1,000.00	71.80	928.20	7		98.90
	Department 6511 - Harbor Lifeguards Totals	\$45,275.00	\$0.00	\$45,275.00	\$30,906.42	\$14,368.58	68%		\$34,816.16
	Department 7710 - Interfund Transactions								
8410	Intrafund Expense Trans.	133,909.00	.00	133,909.00	.00	133,909.00	0		.00
8501	Transfers Out	281,986.00	.00	281,986.00	140,992.00	140,994.00	50		136,726.00
	Department 7710 - Interfund Transactions Totals	\$415,895.00	\$0.00	\$415,895.00	\$140,992.00	\$274,903.00	34%		\$136,726.00
	Department 8479 - Launch Ramp Parking								
5501	Grounds Maint. Supplies	1,000.00	.00	1,000.00	.00	1,000.00	0		.00
5504	Machinery/Equip/Supplies	500.00	.00	500.00	.00	500.00	0		.00
6106	Contractual Services	1,200.00	.00	1,200.00	1,647.36	(447.36)	137		1,877.76
6300	Utilities	600.00	.00	600.00	150.26	449.74	25		224.95
6601	Outside Equip. Repair/Mat	500.00	.00	500.00	.00	500.00	0		.00
6741	Misc. Bank Charges	.00	.00	.00	379.79	(379.79)	+++		384.73
	Department 8479 - Launch Ramp Parking Totals	\$3,800.00	\$0.00	\$3,800.00	\$2,177.41	\$1,622.59	57%		\$2,487.44
	EXPENSE TOTALS	\$1,759,885.00	\$0.00	\$1,759,885.00	\$923,899.67	\$835,985.33	52%		\$944,079.39
	Fund 331 - Harbor Operating Fund Totals								
	REVENUE TOTALS	1,759,885.00	.00	1,759,885.00	1,034,718.52	725,166.48	59		732,705.51
	EXPENSE TOTALS	1,759,885.00	.00	1,759,885.00	923,899.67	835,985.33	52		944,079.39
	Fund 331 - Harbor Operating Fund Totals	\$0.00	\$0.00	\$0.00	\$110,818.85	(\$110,818.85)			(\$211,373.88)

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 923 - Harbor Capital Impv Fund									
	EXPENSE								
	Department 8413 - Infrastructure Repairs & Maint.								
6106	Contractual Services	.00	.00	.00	.00	.00	+++		56,685.00
8998	Budget Carryover	657,915.00	.00	657,915.00	.00	657,915.00	0		.00
	Department 8413 - Infrastructure Repairs & Maint.	\$657,915.00	\$0.00	\$657,915.00	\$0.00	\$657,915.00	0%		\$56,685.00
	Department 8435 - Boat Repair/Storage Yard								
8998	Budget Carryover	55,332.00	.00	55,332.00	.00	55,332.00	0		.00
	Department 8435 - Boat Repair/Storage Yard Totals	\$55,332.00	\$0.00	\$55,332.00	\$0.00	\$55,332.00	0%		\$0.00
	Department 8470 - Derelict Vessels								
6106	Contractual Services	.00	.00	.00	.00	.00	+++		15,534.00
	Department 8470 - Derelict Vessels Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$15,534.00
	EXPENSE TOTALS	\$713,247.00	\$0.00	\$713,247.00	\$0.00	\$713,247.00	0%		\$72,219.00
Fund 923 - Harbor Capital Impv Fund Totals									
	REVENUE TOTALS	.00	.00	.00	.00	.00	+++		.00
	EXPENSE TOTALS	713,247.00	.00	713,247.00	.00	713,247.00	0		72,219.00
Fund 923 - Harbor Capital Impv Fund Totals		(\$713,247.00)	\$0.00	(\$713,247.00)	\$0.00	(\$713,247.00)			(\$72,219.00)

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Account	Account Description	Adopted Budget	Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 953 - Harbor Accumulation Fund									
REVENUE									
3710	Department 1111 - Undistributed/Non-Dept. Interest Income	4,000.00	.00	4,000.00	.00	4,000.00	0	0%	.00
	Department 1111 - Undistributed/Non-Dept. Totals	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	0%		\$0.00
3802	Department 7710 - Interfund Transactions Intrafund Revenue Trans.	133,909.00	.00	133,909.00	.00	133,909.00	0	0%	.00
	Department 7710 - Interfund Transactions Totals	\$133,909.00	\$0.00	\$133,909.00	\$0.00	\$133,909.00	0%		\$0.00
	REVENUE TOTALS	\$137,909.00	\$0.00	\$137,909.00	\$0.00	\$137,909.00	0%		\$0.00
EXPENSE									
8410	Department 7710 - Interfund Transactions Intrafund Expense Trans.	230,000.00	.00	230,000.00	.00	230,000.00	0	0%	.00
8501	Transfers Out	.00	.00	.00	31,000.00	(31,000.00)	+++		.00
	Department 7710 - Interfund Transactions Totals	\$230,000.00	\$0.00	\$230,000.00	\$31,000.00	\$199,000.00	13%		\$0.00
	EXPENSE TOTALS	\$230,000.00	\$0.00	\$230,000.00	\$31,000.00	\$199,000.00	13%		\$0.00
Fund 953 - Harbor Accumulation Fund Totals									
	REVENUE TOTALS	137,909.00	.00	137,909.00	.00	137,909.00	0		.00
	EXPENSE TOTALS	230,000.00	.00	230,000.00	31,000.00	199,000.00	13		.00
	Fund 953 - Harbor Accumulation Fund Totals	(\$92,091.00)	\$0.00	(\$92,091.00)	(\$31,000.00)	(\$61,091.00)			\$0.00

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 599 - MB/CS Waste Water Fund									
REVENUE									
Department 5255 - Wastewater Treatment									
3302	Federal Grant Public Svc	.00	.00	.00	.00	.00	+++		635.00
3499	Other Rev/Current Svc	1,954,832.00	.00	1,954,832.00	923,935.05	1,030,896.95	47		2,406.98
	Department 5255 - Wastewater Treatment Totals	\$1,954,832.00	\$0.00	\$1,954,832.00	\$923,935.05	\$1,030,896.95	47%		\$3,041.98
Department 7710 - Interfund Transactions									
3801	Transfers In	.00	.00	.00	.00	.00	+++		(635.00)
	Department 7710 - Interfund Transactions Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		(\$635.00)
	REVENUE TOTALS	\$1,954,832.00	\$0.00	\$1,954,832.00	\$923,935.05	\$1,030,896.95	47%		\$2,406.98
EXPENSE									
Department 1105 - WWTP CA Coastal Comm Appeal									
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++		11,567.17
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++		31,460.33
	Department 1105 - WWTP CA Coastal Comm Appeal Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$43,027.50
Department 1107 - WWTP Outfall Emergency Repairs									
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++		194.33
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++		676.38
	Department 1107 - WWTP Outfall Emergency Repairs Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++		\$870.71
Department 5255 - Wastewater Treatment									
4110	Regular Pay	456,038.00	.00	456,038.00	226,654.99	229,383.01	50		209,854.74
4120	Overtime Pay	10,000.00	.00	10,000.00	3,106.14	6,893.86	31		3,909.24
4515	Standby Pay	12,775.00	.00	12,775.00	6,090.00	6,685.00	48		6,300.00
4599	Other Pay	.00	.00	.00	288.50	(288.50)	+++		12,732.88
4910	Employer Paid Benefits	292,079.00	.00	292,079.00	126,489.24	165,589.76	43		129,771.83
5101	Janitorial Supplies	1,250.00	.00	1,250.00	584.34	665.66	47		568.36
5105	First Aide Supplies	500.00	.00	500.00	87.16	412.84	17		.00
5108	Communication Supplies	1,000.00	.00	1,000.00	.00	1,000.00	0		.00
5109	Uniforms/Safety Equipment	12,000.00	.00	12,000.00	6,877.22	5,122.78	57		3,663.40
5110	Fuel Oil & Lubricants	5,000.00	.00	5,000.00	1,880.98	3,119.02	38		1,681.03
5112	Lab Supplies	16,500.00	.00	16,500.00	9,610.84	6,889.16	58		7,038.52
5120	Chemical Supplies	130,000.00	.00	130,000.00	56,333.92	73,666.08	43		44,629.04
5125	Repairs/Maint. Materials	500.00	.00	500.00	.00	500.00	0		.00
5175	Computer Operating Supp.	1,500.00	.00	1,500.00	89.42	1,410.58	6		328.62
5199	Misc. Operating Supplies	1,500.00	.00	1,500.00	89.27	1,410.73	6		540.97
5301	General Office Supplies	1,700.00	.00	1,700.00	861.52	838.48	51		846.24

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
5303	Books & Manuals	100.00	.00	100.00	74.00	26.00	74	74	.00
5501	Grounds Maint. Supplies	2,500.00	.00	2,500.00	875.63	1,624.37	35	35	.00
5502	Building Maint. Supplies	12,000.00	.00	12,000.00	(120.00)	12,120.00	-1	-1	2,160.38
5503	Rolling Stock Supplies	.00	.00	.00	120.00	(120.00)	+++	+++	18.46
5504	Machinery/Equip/Supplies	108,000.00	.00	108,000.00	90,168.40	17,831.60	83	83	46,901.18
5530	Small Tools	2,000.00	.00	2,000.00	.00	2,000.00	0	0	1,087.54
6101	Legal Services	200.00	.00	200.00	.00	200.00	0	0	.00
6103	Financial Audits	6,000.00	.00	6,000.00	.00	6,000.00	0	0	.00
6104	Engineering Services	10,000.00	.00	10,000.00	9,895.00	105.00	99	99	27,325.00
6105	Consulting Services	25,000.00	.00	25,000.00	.00	25,000.00	0	0	.00
6106	Contractual Services	211,000.00	.00	211,000.00	5,698.46	205,301.54	3	3	81,619.31
6125	Professional Development	2,500.00	.00	2,500.00	2,253.22	246.78	90	90	250.92
6160	Vehicle Inspections	250.00	.00	250.00	.00	250.00	0	0	.00
6161	Licenses & Permits	6,000.00	.00	6,000.00	.00	6,000.00	0	0	.00
6162	Mandated Fees/Inspections	26,000.00	.00	26,000.00	13,010.00	12,990.00	50	50	17,136.56
6199	Other Professional Svc	1,500.00	.00	1,500.00	500.31	999.69	33	33	642.97
6201	Telephone	2,000.00	.00	2,000.00	1,057.97	942.03	53	53	647.50
6220	Postage	.00	.00	.00	4.35	(4.35)	+++	+++	113.55
6301	Electricity	120,000.00	.00	120,000.00	59,947.15	60,052.85	50	50	58,889.29
6302	Natural Gas	5,000.00	.00	5,000.00	1,212.93	3,787.07	24	24	1,012.07
6303	Water	7,500.00	.00	7,500.00	3,910.33	3,589.67	52	52	2,475.80
6305	Disposal	600.00	.00	600.00	383.82	216.18	64	64	311.27
6307	Disposal of Sludge	12,500.00	.00	12,500.00	7,363.40	5,136.60	59	59	9,851.38
6399	Other Utilities	14,000.00	.00	14,000.00	4,407.72	9,592.28	31	31	6,347.05
6401	General Liability	50,316.00	.00	50,316.00	25,158.00	25,158.00	50	50	25,158.00
6411	Property Damage Ins.	1,130.00	.00	1,130.00	565.02	564.98	50	50	565.02
6472	Other Ins./Employee Bond	.00	.00	.00	67.02	(67.02)	+++	+++	67.02
6473	Vehicle Insurance	244.00	.00	244.00	121.98	122.02	50	50	121.98
6499	Earthquake & Flood Insurance	166,000.00	.00	166,000.00	81,735.96	84,264.04	49	49	81,261.72
6502	Shipping & Moving	1,000.00	.00	1,000.00	1,038.84	(38.84)	104	104	.00
6510	Meetings & Conferences	.00	.00	.00	23.92	(23.92)	+++	+++	242.67
6514	Travel Expense	1,500.00	.00	1,500.00	.00	1,500.00	0	0	.00
6519	Association Membership	150.00	.00	150.00	.00	150.00	0	0	.00
6601	Outside Equip. Repair/Mat	132,500.00	.00	132,500.00	49,934.94	82,565.06	38	38	48,495.54
6602	Outside Structural Repair	20,000.00	.00	20,000.00	1,155.81	18,844.19	6	6	26,455.20
6604	Outside Vehicle Repair/Maint	2,500.00	.00	2,500.00	803.86	1,696.14	32	32	312.15

Budget Performance Report

Fiscal Year to Date 12/31/12

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
6810	Equipment Rental	2,500.00	.00	2,500.00	.00	2,500.00	0	0	.00
7202	Trucks	.00	.00	.00	28,683.81	(28,683.81)	+++	+++	.00
7203	Other Maintenance Vehicle	30,000.00	.00	30,000.00	.00	30,000.00	0	0	.00
8721	Payment To Other Agency	30,000.00	.00	30,000.00	.00	30,000.00	0	0	.00
	Department 5255 - Wastewater Treatment Totals	\$1,954,832.00	\$0.00	\$1,954,832.00	\$829,095.39	\$1,125,736.61	42%	42%	\$861,334.40
	Department 8433 - WWTP Upgrade Design								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	+++	2,621.76
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	+++	4,280.78
	Department 8433 - WWTP Upgrade Design Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$6,902.54
	Department 8462 - WWTP Environmental Permit								
4910	Employer Paid Benefits	.00	.00	.00	.00	.00	+++	+++	163.95
4999	Labor Costs Applied	.00	.00	.00	.00	.00	+++	+++	524.07
	Department 8462 - WWTP Environmental Permit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	+++	\$688.02
	EXPENSE TOTALS	\$1,954,832.00	\$0.00	\$1,954,832.00	\$829,095.39	\$1,125,736.61	42%	42%	\$912,823.17
	Fund 599 - MB/CS Waste Water Fund Totals								
	REVENUE TOTALS	1,954,832.00	.00	1,954,832.00	923,935.05	1,030,896.95	47	47	2,406.98
	EXPENSE TOTALS	1,954,832.00	.00	1,954,832.00	829,095.39	1,125,736.61	42	42	912,823.17
	Fund 599 - MB/CS Waste Water Fund Totals	\$0.00	\$0.00	\$0.00	\$94,839.66	(\$94,839.66)			(\$910,416.19)

Budget Performance Report

Fiscal Year to Date 12/31/12

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	Budget Remaining	Used/Rec'd	%	Prior Year YTD
Fund 930 - WWTP Capital Impv Fund									
EXPENSE									
Department 1103 - WWTP Project Management									
6105	Consulting Services	.00	.00	.00	32,311.80	(32,311.80)	+++		.00
8999	Capital Project Budget	88,122.00	.00	88,122.00	.00	88,122.00	0		.00
Department 1103 - WWTP Project Management Totals		\$88,122.00	\$0.00	\$88,122.00	\$32,311.80	\$55,810.20	37%		\$0.00
Department 1105 - WWTP CA Coastal Comm Appeal									
4910	Employer Paid Benefits	.00	.00	.00	7,796.68	(7,796.68)	+++		.00
4999	Labor Costs Applied	.00	.00	.00	21,693.13	(21,693.13)	+++		.00
5110	Fuel Oil & Lubricants	.00	.00	.00	135.59	(135.59)	+++		.00
5199	Misc. Operating Supplies	.00	.00	.00	31.23	(31.23)	+++		.00
6106	Contractual Services	.00	.00	.00	27,468.07	(27,468.07)	+++		.00
6510	Meetings & Conferences	.00	.00	.00	222.88	(222.88)	+++		.00
6513	Meals & Lodging	.00	.00	.00	1,527.12	(1,527.12)	+++		.00
8999	Capital Project Budget	92,023.00	.00	92,023.00	.00	92,023.00	0		.00
Department 1105 - WWTP CA Coastal Comm Appeal		\$92,023.00	\$0.00	\$92,023.00	\$58,874.70	\$33,148.30	64%		\$0.00
Department 8433 - WWTP Upgrade Design									
4910	Employer Paid Benefits	.00	.00	.00	981.23	(981.23)	+++		.00
4999	Labor Costs Applied	.00	.00	.00	1,689.05	(1,689.05)	+++		.00
6104	Engineering Services	.00	.00	.00	732.00	(732.00)	+++		.00
8999	Capital Project Budget	2,262,810.00	.00	2,262,810.00	.00	2,262,810.00	0		.00
Department 8433 - WWTP Upgrade Design Totals		\$2,262,810.00	\$0.00	\$2,262,810.00	\$3,402.28	\$2,259,407.72	0%		\$0.00
Department 8438 - WWTP Master Plan (JPA)									
8999	Capital Project Budget	55,000.00	.00	55,000.00	.00	55,000.00	0		.00
Department 8438 - WWTP Master Plan (JPA) Totals		\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$55,000.00	0%		\$0.00
Department 8462 - WWTP Environmental Permit									
4910	Employer Paid Benefits	.00	.00	.00	(33.25)	33.25	+++		.00
4999	Labor Costs Applied	.00	.00	.00	104.13	(104.13)	+++		.00
Department 8462 - WWTP Environmental Permit		\$0.00	\$0.00	\$0.00	\$70.88	(\$70.88)	+++		\$0.00
EXPENSE TOTALS		\$2,497,955.00	\$0.00	\$2,497,955.00	\$94,659.66	\$2,403,295.34	4%		\$0.00
Fund 930 - WWTP Capital Impv Fund Totals									
REVENUE TOTALS		.00	.00	.00	.00	.00	+++		.00
EXPENSE TOTALS		2,497,955.00	.00	2,497,955.00	94,659.66	2,403,295.34	4		.00
Fund 930 - WWTP Capital Impv Fund Totals		(\$2,497,955.00)	\$0.00	(\$2,497,955.00)	(\$94,659.66)	(\$2,403,295.34)			\$0.00

**City of Morro Bay
Accumulated Transaction Listing
From Date: 7/1/2012 - To Date: 2/28/2013**

G/L Date	Journal	Description	Source	Check No	Actual Balance
July 12	39+ Dance Club	July Voucher	7/30/2012	139182	\$699.20 R & P DANCE 39+
Aug 2012	39+ Dance Club	August Voucher	8/30/2012	139423	\$1,439.20 R & P DANCE 39+
Sept. 12	39+ Dance Club	September Voucher	9/25/2012	139588	\$772.80 R & P DANCE 39+
Oct 12	39+ Dance Club	October Voucher	11/5/2012	140006	\$1,201.90 R & P DANCE 39+
Nov. 12	39+ Dance Club	November Voucher	11/30/2012	140268	\$803.25 R & P DANCE 39+
Dec. 12	39+ Dance Club	December Voucher	12/19/2012	140447	\$838.95 R & P DANCE 39+
JAN 2013	39+ Dance Club	39+ contractual services	2/15/2013	140972	\$1,005.55 R & P DANCE 39+
					<u>\$6,760.85</u>
AD012941	ADA'S Floor Coverings	Flooring Dunes Street Rental	7/23/2012	139183	\$2,296.75 PROPERTY MANAGEMENT
12M13	ADDITION MEDICINE CONSULTANTS	2013 Drug & Alcohol Test Prg	11/30/2012	140270	\$825.00 HUMAN RESOURCES
812504	Affiliated Computer Services	Fire Houe Software Renewal 09/01/12 thru 08/21/2013	8/2/2012	139301	\$1,035.00 FIRE
838486	Affiliated Computer Services	Firehouse Occupancy Computer upgrade	10/18/2012	139864	\$1,000.00 FIRE
					<u>\$2,035.00</u>
M BAY- 1 of 2	ak & Company	2011-2012 State Mandated Costs	12/29/2012	140581	\$2,325.00 FINANCE
12618	Alpha Fire & Security Alarm Corp	Fire Alarm System 8/1-10/31/12	7/1/2012	138853	\$114.00 FIRE
13108	Alpha Fire & Security Alarm Corp	Monitoring Fire Alarm System	10/1/2012	139741	\$114.00 FIRE
13626	Alpha Fire & Security Alarm Corp	Fire Alarm Monitoring - Feb- April	1/1/2013	140585	\$114.00 FIRE
12612	Alpha Fire & Security Alarm Corp	Pub Svcs Alarm Aug - Oct 2012	7/1/2012	138853	\$75.00 PUBLIC SERVICES
13102	Alpha Fire & Security Alarm Corp	Pub. Svcs. Nov 12 - Jan 13	10/1/2012	139741	\$75.00 PUBLIC SERVICES
13620	Alpha Fire & Security Alarm Corp	Monitoring Security Alarm System	1/1/2013	140704	\$75.00 PUBLIC SERVICES
					<u>\$567.00</u>
18131	AL'S SEPTIC PUMPING SERVICE	Vacuum Pump at Lift Station #3	9/11/2012	139737	\$940.00 CAP PROJ - SEWER, LIFT STATION #3
30720	Anchor Qea	SPM Dredging Project 7/1-7/31/12	8/17/2012	139426	\$11,550.77 STATE PARK MARINA
31152	Anchor Qea	SPM Dredging Project 8/1/12-8/31/12	9/18/2012	139595	\$16,905.32 STATE PARK MARINA
31418	Anchor Qea	SPM Dredging Project 9/01/12-9/30/12	10/16/2012	139868	\$43,362.62 STATE PARK MARINA
31679	Anchor Qea	SPM Dredging Project	11/13/2012	140131	\$6,437.25 STATE PARK MARINA
32170	Anchor Qea	SPM Dredging Project 11/01/12-11/30/12	12/14/2012	140453	\$12,836.25 STATE PARK MARINA
32610	Anchor Qea	SPM Dredging Project 12/01/12-12/31/12	1/24/2013	140836	\$15,265.50 STATE PARK MARINA
					<u>\$106,357.71</u>
143326	ASAP Reprographics	Jan 2013	2/6/2013	140982	\$129.35 COUNCIL
62054	ASAP Reprographics	Water Bill Insert July 2012	7/2/2012	138854	\$98.75 WATER BILLING
62305	ASAP Reprographics	July 12 Utility Bills	8/1/2012	139187	\$126.85 WATER BILLING
62467	ASAP Reprographics	August 12 Bill Printing	9/7/2012	139429	\$126.44 WATER BILLING
62604	ASAP Reprographics	Sept 12 Utility Bills	10/2/2012	139743	\$168.74 WATER BILLING
62795	ASAP Reprographics	Water bills	11/2/2012	140132	\$162.21 WATER BILLING
62920	ASAP Reprographics	November 2012 water bills	12/4/2012	140280	\$154.62 WATER BILLING
150028	ASAP Reprographics	Dec Utility Bills	1/11/2013	140706	\$350.24 WATER BILLING
143326	ASAP Reprographics	Jan 2013	2/6/2013	140982	\$1,621.27 WATER BILLING
62054	ASAP Reprographics	Water Bill Insert July 2012	7/2/2012	138854	\$98.75 SEWER BILLING
62305	ASAP Reprographics	July 12 Utility Bills	8/1/2012	139187	\$126.84 SEWER BILLING
62467	ASAP Reprographics	August 12 Bill Printing	9/7/2012	139429	\$126.43 SEWER BILLING

**City of Morro Bay
Accumulated Transaction Listing
From Date: 7/1/2012 - To Date: 2/28/2013**

G/L Date	Journal	Description	Source	Check No	Actual Balance
62604	ASAP Reprographics	Sept 12 Utility Bills	10/2/2012	139743	\$168.73 SEWER BILLING
62795	ASAP Reprographics	Water bills	11/2/2012	140132	\$162.21 SEWER BILLING
62920	ASAP Reprographics	November 2012 water bills	12/4/2012	140280	\$154.61 SEWER BILLING
150028	ASAP Reprographics	Dec Utility Bills	1/11/2013	140706	\$350.24 SEWER BILLING
143326	ASAP Reprographics	Jan 2013	2/6/2013	140982	\$1,621.28 SEWER BILLING
150816	ASAP Reprographics	Copies Maps SPM - Marcia	8/15/2012	139429	\$37.71 STATE PARK MARINA
					<u>\$5,785.27</u>
PP-02-2012	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Maint Dredging: 7/1-8/31/12	8/31/2012	139430	\$109,046.61 STATE PARK MARINA
PP-02-2012	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Maint Dredging: 7/1-8/31/12	8/31/2012	139430	\$125,195.58 STATE PARK MARINA
PP-03	ASSOCIATED PACIFIC CONSTRUCTOR	SPM - Marina Basin & Ent Channel Dredging	9/30/2012	139744	\$210,105.00 STATE PARK MARINA
PP-04	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Dredging Project	10/28/2012	140013	\$234,531.00 STATE PARK MARINA
PP-06	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Marina Basin - Ent Channel Dredging	11/28/2012	140282	\$52,022.19 STATE PARK MARINA
PP-05	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Non-Motorized Kayak Launch Dredging	11/28/2012	140282	\$228,886.56 STATE PARK MARINA
PP-06	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Marina Basin - Ent Channel Dredging	11/28/2012	140282	\$4,409.19 STATE PARK MARINA
PP-07	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Non-Motorized Kayak Launch Dredging	12/14/2012	140455	\$43,854.25 STATE PARK MARINA
PP-07	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Non-Motorized Kayak Launch Dredging	12/14/2012	140455	\$15,706.66 STATE PARK MARINA
PP-08	ASSOCIATED PACIFIC CONSTRUCTOR	SPM Dredging Project - APC Op Agmt	12/17/2012	140707	\$56,431.37 STATE PARK MARINA
					<u>\$1,080,188.41</u>
9624	Avery & Associates	Labor Relations July 12	7/1/2012	138856	\$1,700.00 HUMAN RESOURCES
9644	Avery & Associates	Labor Relations Aug 2012	8/1/2012	139307	\$1,700.00 HUMAN RESOURCES
9700	Avery & Associates	Labor Relation Expenses July 2012	9/6/2012	139599	\$457.37 HUMAN RESOURCES
9693	Avery & Associates	Labor Relations Sept 12	9/1/2012	139599	\$1,700.00 HUMAN RESOURCES
9728	Avery & Associates	Labor Relations Oct 12	9/28/2012	139874	\$1,700.00 HUMAN RESOURCES
9763	Avery & Associates	Labor Relations Nov 12	11/1/2012	140016	\$1,700.00 HUMAN RESOURCES
9786	Avery & Associates	Labor Relations Dec 2012	12/1/2012	140286	\$1,700.00 HUMAN RESOURCES
9808	Avery & Associates	Labor Relations Nov 2012	12/17/2012	140591	\$485.72 HUMAN RESOURCES
9824	Avery & Associates	Labor Relations Jan 2013	1/1/2013	140591	\$1,700.00 HUMAN RESOURCES
9851	Avery & Associates	Labor Relations Feb 2013	2/1/2013	140985	\$1,700.00 HUMAN RESOURCES
9657	Avery & Associates	Labor Relations August 2012	7/26/2012	139191	\$989.11 RISK MANAGEMENT
					<u>\$15,532.20</u>
072512	B & B TECHNICAL SERV	Copier Labor Repair - Yard	7/23/2012	139193	\$198.22 SEWER
July 12 TBID	Barnett Cox & Associates	TBID Advertising July 2012	9/12/2012	139600	\$5,007.72 MBTBD
Aug 12 TBID	Barnett Cox & Associates	TBID Advertising	10/10/2012	139876	\$4,947.00 MBTBD
Sept 12 TBID	Barnett Cox & Associates	Sept 12 TBID Advertising	11/9/2012	140137	\$5,342.40 MBTBD
21320.43	Barnett Cox & Associates	Oct TBID Advertising	12/12/2012	140459	\$5,085.08 MBTBD
Nov TBID	Barnett Cox & Associates	Nov 12 TBID Advertising	1/11/2013	140843	\$4,900.00 MBTBD
Dec 12 TBID	Barnett Cox & Associates	Dec 12 TBID Advertising	1/29/2013	140843	\$4,900.00 MBTBD
					<u>\$30,182.20</u>
213	Bear's Roofing	Water Heater Fittings on Roof	1/4/2013	140595	\$95.00 FACILITIES
7626792	BMI General Licensing	License for Copyright for Public Agency	10/20/2012	139881	\$320.00 CITY MANAGER
091112	Brebes Builders	Building in Desal for Sampling	9/6/2012	139437	\$7,454.40 WATER

**City of Morro Bay
Accumulated Transaction Listing
From Date: 7/1/2012 - To Date: 2/28/2013**

G/L Date	Journal	Description	Source	Check No	Actual Balance
1800161642	CA Dept of Corrections and Rehabilitation	CMC Admin/Inmate/Mileage 7/12	8/9/2012	139315	\$592.80 STREET MAINTENANCE
1800161641	CA Dept of Corrections and Rehabilitation	CMC Inmate Benefits 7/12	8/9/2012	139315	\$49.40 STREET MAINTENANCE
1800167902	CA Dept of Corrections and Rehabilitation	CMC Sept 12 Admin, Inmate Pay, Mileage	10/11/2012	139883	\$605.58 STORM DRAIN/CREEK CLEARING
1800167903	CA Dept of Corrections and Rehabilitation	CMC Sept 12 Inmate Benefits	10/11/2012	139883	\$50.47 STORM DRAIN/CREEK CLEARING
1800170991	CA Dept of Corrections and Rehabilitation	CMC Oct 12 Custodial/Inmate/Mileage-Creek Power Plant	11/19/2012	140465	\$1,735.38 STORM DRAIN/CREEK CLEARING
1800170992	CA Dept of Corrections and Rehabilitation	CMC Benefits Oct 12 Creek Clear Power Plant	11/19/2012	140465	\$144.62 STORM DRAIN/CREEK CLEARING
1800176441	CA Dept of Corrections and Rehabilitation	work crew	1/22/2013	140849	\$584.16 STORM DRAIN/CREEK CLEARING
1800176442	CA Dept of Corrections and Rehabilitation	work crew i/m benefits	1/22/2013	140849	\$48.68 STORM DRAIN/CREEK CLEARING
					<u>\$3,811.09</u>
SL130506	CALIF DEPT OF TRANSPORTATION	Signals and Lighting Billing - Oct 2012-Dec 2012	1/14/2013	140850	\$251.92 STREET MAINTENANCE
SL130506	CALIF DEPT OF TRANSPORTATION	Signals and Lighting Billing - Oct 2012-Dec 2012	1/14/2013	140850	\$140.16 STREET LIGHTS
					<u>\$392.08</u>
MB12-09	California Code Check Inc	CASp Code Consulting - September 2012	9/28/2012	139758	\$200.00 PUBLIC SERVICES
instMB12-02	California Code Check Inc	Building Inspection Coverage 9-27-12 and 10-1-12	10/4/2012	139758	\$1,106.00 PUBLIC SERVICES
instMB12-03	California Code Check Inc	Building Inspection Coverage - Rick Curtze	11/5/2012	140146	\$1,066.50 PUBLIC SERVICES
MB12-10	California Code Check Inc	October 12 - CASp Code Consulting - Monthly	10/31/2012	140146	\$200.00 PUBLIC SERVICES
MB12-11	California Code Check Inc	Code Consulting - November 2012	11/30/2012	140719	\$200.00 PUBLIC SERVICES
MB12-12	California Code Check Inc	Code Consulting - December 2012	12/31/2012	140719	\$200.00 PUBLIC SERVICES
					<u>\$2,972.50</u>
10/9/12	Central Coast BBQ Co	Employee BBQ	10/9/2012	139761	\$519.00 CITY MANAGER
5023	Centurion Private Security	VMB Security 7-14-12	7/13/2012	139010	\$166.60 FACILITIES
5028	Centurion Private Security	Security MBCC 7/21/12	7/22/2012	139010	\$181.30 FACILITIES
5029	Centurion Private Security	Tidelands 7-28-12	7/28/2012	139201	\$68.60 FACILITIES
5030	Centurion Private Security	MBCC 8-11-12	8/12/2012	139319	\$245.00 FACILITIES
5036	Centurion Private Security	Security MBCC 8-25-12	8/25/2012	139442	\$308.70 FACILITIES
5042	Centurion Private Security	Security - VMB 9-30-12	10/1/2012	139763	\$68.60 FACILITIES
					<u>\$1,038.80</u>
7101891	Coast Electronics	Comm Ctr Radio Antennas	12/31/2012	140727	\$999.98 FACILITIES
7101891	Coast Electronics	Comm Ctr Radio Antennas	12/31/2012	140727	\$1,219.79 PARKS
7101792	Coast Electronics	MBFS Supplies	8/27/2012	139449	\$5,881.40 CAP PROJ - FIRE STATION
					<u>\$8,101.17</u>
5366	Coastal Tree Experts	Piney & Morro Bay Blvd	7/21/2012	139205	\$675.00 STREET TREES
5483	Coastal Tree Experts	Hazardous Tree Removal	10/5/2012	139892	\$3,375.00 STREET TREES
5555	Coastal Tree Experts	Trees-Variou Harbor St/Piney Way/Main & Anchor	12/17/2012	140477	\$4,100.00 STREET TREES
					<u>\$8,150.00</u>
15289	Cold Canyon Landfill	Green Waste	8/31/2012	139614	\$905.00 SEWER
15487	Cold Canyon Landfill	Grit/Sludge and Green Waste Drop Off	9/30/2012	139893	\$914.00 SEWER
					<u>\$1,819.00</u>

City of Morro Bay
Accumulated Transaction Listing
From Date: 7/1/2012 - To Date: 2/28/2013

G/L Date	Journal	Description	Source	Check No	Actual Balance
429778	Complete Concrete	1260 Main / 354 Quintana	9/22/2012	139615	\$2,886.50 MEAS Q STREET MAINTENANCE
429779	Complete Concrete	Napa and Harbor Streets	9/22/2012	139615	\$1,570.00 MEAS Q STREET MAINTENANCE
429780	Complete Concrete	Remove/Replace Concrete Main Street	10/15/2012	139894	\$4,776.00 MEAS Q STREET MAINTENANCE
429782	Complete Concrete	Handicap Ramp 2598 Main	10/15/2012	139894	\$4,000.00 MEAS Q STREET MAINTENANCE
429781	Complete Concrete	Remove/Replace Concrete Tree Wells	10/15/2012	139894	\$4,761.00 MEAS Q STREET MAINTENANCE
413989	Complete Concrete	Time & material sidewalk repair (2) Quintana locations	2/1/2013	140861	\$2,925.00 MEAS Q STREET MAINTENANCE
					<u>\$20,918.50</u>
5870-545018	CONSOLIDATED ELECTRICAL DIST	200A 4W4P Plug	11/14/2012	140304	\$1,132.56 SEWER
2013	Corpro	Annual Service Charge for Water Storage Tank/Clarifier - 2013	10/1/2012	139895	\$3,450.00 WATER
6/30/12-PS	CULLIGAN	Pub Svcs July 12	6/30/2012	138866	\$28.00 PUBLIC SERVICES
PS Aug12	CULLIGAN	Pub Svcs RO Aug 12	7/31/2012	139209	\$28.00 PUBLIC SERVICES
08312012	CULLIGAN	R.O. Service	8/31/2012	139459	\$28.00 PUBLIC SERVICES
PS Oct 12	CULLIGAN	Public Service R.O. Oct 12	9/30/2012	139898	\$28.00 PUBLIC SERVICES
PS103112	CULLIGAN	R.O. Service - PS	10/31/2012	140040	\$28.00 PUBLIC SERVICES
PS Dec 12	CULLIGAN	R.O. Service Dec 12	11/30/2012	140307	\$28.00 PUBLIC SERVICES
123112-PS	CULLIGAN	R.O. Service - PS	12/31/2012	140610	\$28.00 PUBLIC SERVICES
PS 1/31/13	CULLIGAN	RO Service Feb 2013	1/31/2013	141002	\$28.00 PUBLIC SERVICES
073112 - Yard	CULLIGAN	Collections 7/1-7/31/12	6/30/2012	138866	\$25.00 SEWER
08312012-Coll	CULLIGAN	Collections RO Service	8/31/2012	139620	\$25.00 SEWER
093012 Collect.	CULLIGAN	Collections RO Serv Oct 12	9/30/2012	139898	\$25.00 SEWER
Coll 10/31/12	CULLIGAN	Collections R.O. Service	10/31/2012	140040	\$25.00 SEWER
Coll 11/30/12	CULLIGAN	Collections R.O. Service Dec 12	11/30/2012	140307	\$25.00 SEWER
123112-Coll	CULLIGAN	Collections R.O. Service	12/31/2012	140610	\$25.00 SEWER
					<u>\$374.00</u>
1426	D GARCIA JR EXCAVATING INC	Demo of Booyaa Sabra Z Dido & CF6384EC	1/8/2013	140612	\$7,000.00 HARBOR
1426	D GARCIA JR EXCAVATING INC	Demo of Booyaa Sabra Z Dido & CF6384EC	1/8/2013	140612	\$1,500.00 HARBOR
					<u>\$8,500.00</u>
INV006603	Digital Map	City GIS: 8/31/12-8/31/13	8/31/2012	139466	\$1,875.00 CITY MANAGER
INV006603	Digital Map	City GIS: 8/31/12-8/31/13	8/31/2012	139466	\$1,875.00 POLICE
INV006603	Digital Map	City GIS: 8/31/12-8/31/13	8/31/2012	139466	\$1,875.00 FIRE
INV006603	Digital Map	City GIS: 8/31/12-8/31/13	8/31/2012	139466	\$1,875.00 PUBLIC SERVICES
INV006603	Digital Map	City GIS: 8/31/12-8/31/13	8/31/2012	139466	\$1,875.00 R & P ADMIN
INV006603	Digital Map	City GIS: 8/31/12-8/31/13	8/31/2012	139466	\$1,875.00 WATER
INV006603	Digital Map	City GIS: 8/31/12-8/31/13	8/31/2012	139466	\$1,875.00 SEWER
INV006603	Digital Map	City GIS: 8/31/12-8/31/13	8/31/2012	139466	\$1,875.00 HARBOR
					<u>\$15,000.00</u>
163581	Digital Payment Technologies Corp	Jul Service Fee LR Parking	7/1/2012	139023	\$75.00 LAUNCH RAMP
164848	Digital Payment Technologies Corp	Aug Service Fee LR Parking	8/1/2012	139337	\$75.00 LAUNCH RAMP
165697	Digital Payment Technologies Corp	Extended Warranty : Aug 2012 - Aug 2013	8/14/2012	139337	\$1,100.00 LAUNCH RAMP
166350	Digital Payment Technologies Corp	Sep Service Fee LR Parking	9/1/2012	139622	\$75.00 LAUNCH RAMP
167369	Digital Payment Technologies Corp	LR Parking Cleaning Supplies	9/19/2012	139622	\$97.36 LAUNCH RAMP
167915	Digital Payment Technologies Corp	Oct Service Fee LR Parking	10/1/2012	139901	\$75.00 LAUNCH RAMP
169494	Digital Payment Technologies Corp	LR Parking Pay Station	11/1/2012	140160	\$75.00 LAUNCH RAMP

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170892	Digital Payment Technologies Corp	Dec Service Fee LR Parking	12/3/2012	140485	\$75.00 LAUNCH RAMP
172382	Digital Payment Technologies Corp	Jan Service Fee LR Parking	1/1/2013	140737	\$75.00 LAUNCH RAMP
173864	Digital Payment Technologies Corp	Feb Service Fee LR Parking	2/1/2013	141005	\$75.00 LAUNCH RAMP
					<u>\$1,797.36</u>
MB 2011-WC01	D-KAL ENGINEERING, INC	Sewer Section 6 Rehabilitation Retention	8/14/2012	139334	<u>\$10,160.92</u> CAP PROJ - SEWER, SEWER LINE REHAB
51855	DocuTeam	Admin Document Storage July 2012	8/1/2012	139339	\$24.80 CITY MANAGER
0052550	DocuTeam	Admin Document Storage	9/1/2012	139624	\$24.80 CITY MANAGER
0053644	DocuTeam	Admin Document Storage-Sept 2012	10/1/2012	139902	\$24.80 CITY MANAGER
0055860	DocuTeam	Admin document storage - Oct 12	11/1/2012	140162	\$24.80 CITY MANAGER
0056972	DocuTeam	Admin document storage	12/1/2012	140486	\$24.00 CITY MANAGER
0058089	DocuTeam	Administration Dec 12	1/1/2013	140738	\$56.55 CITY MANAGER
0059369	DocuTeam	Admin Document Storage	2/1/2013	141006	\$24.80 CITY MANAGER
51855	DocuTeam	Admin Document Storage July 2012	8/1/2012	139339	\$8.60 HUMAN RESOURCES
51859	DocuTeam	Admin Document Storage July 12	8/1/2012	139339	\$30.17 HUMAN RESOURCES
0052554	DocuTeam	Personnel Document Storage	9/1/2012	139624	\$30.17 HUMAN RESOURCES
0053648	DocuTeam	Personnel Document Storage-Sept 2012	10/1/2012	139902	\$29.20 HUMAN RESOURCES
0055864	DocuTeam	Personnel document storage - Oct 12	11/1/2012	140162	\$30.17 HUMAN RESOURCES
0056976	DocuTeam	Nov 12 Personnel Storage	12/1/2012	140486	\$29.20 HUMAN RESOURCES
0058093	DocuTeam	Personnel Dec 12	1/1/2013	140738	\$30.17 HUMAN RESOURCES
0059373	DocuTeam	Personnel Document Storage	2/1/2013	141006	\$84.99 HUMAN RESOURCES
51856	DocuTeam	Attorney Document Storage July 12	8/1/2012	139339	\$44.64 CITY ATTORNEY
0052551	DocuTeam	City Attorney Document Storage	9/1/2012	139624	\$44.64 CITY ATTORNEY
0053645	DocuTeam	City Atty Document Storage-Sept 2012	10/1/2012	139902	\$43.20 CITY ATTORNEY
0055861	DocuTeam	City Attorney document storage - Oct 12	11/1/2012	140162	\$44.64 CITY ATTORNEY
0056973	DocuTeam	City Attorney document storage	12/1/2012	140486	\$59.20 CITY ATTORNEY
0058090	DocuTeam	City Attorney Dec 12	1/1/2013	140738	\$44.64 CITY ATTORNEY
0059370	DocuTeam	Attorney Document Storage	2/1/2013	141006	\$44.64 CITY ATTORNEY
51857	DocuTeam	Finance Document Storage July 12	8/1/2012	139339	\$188.60 FINANCE
51855	DocuTeam	Admin Document Storage July 2012	9/1/2012	139624	\$38.65 FINANCE
0052552	DocuTeam	Finance Software Updates	10/1/2012	139902	\$188.60 FINANCE
0053646	DocuTeam	Finance Document Storage-Sept 2012	11/1/2012	140162	\$182.51 FINANCE
0055862	DocuTeam	Finance document storage - Oct 12	12/1/2012	140486	\$211.35 FINANCE
0056974	DocuTeam	Finance document storage	1/1/2013	140738	\$192.76 FINANCE
0058091	DocuTeam	Finance Dec 12	2/1/2013	141006	\$188.60 FINANCE
0059371	DocuTeam	Finance Document Storage	8/1/2012	139339	\$203.60 FINANCE
0051860	DocuTeam	Police Shredding	9/1/2012	139624	\$30.00 POLICE
0052555	DocuTeam	police shredding	10/1/2012	139778	\$30.00 POLICE
0053649	DocuTeam	Police shredding	11/1/2012	140162	\$30.00 POLICE
55865	DocuTeam	Police Shredding	12/1/2012	140314	\$30.00 POLICE
0056977	DocuTeam	Police Shredding	1/1/2013	140738	\$30.00 POLICE
58094	DocuTeam	Shredding services	2/1/2013	141006	\$30.00 POLICE
59374	DocuTeam	Pub Svcs Storage July 12	8/1/2012	139212	\$271.44 PUBLIC SERVICES
0051861	DocuTeam	Pub Svcs Aug 12	9/1/2012	139624	\$285.61 PUBLIC SERVICES
0052556	DocuTeam	Pub Svcs. Storage - September 2012	10/1/2012	139778	\$220.95 PUBLIC SERVICES
0053650	DocuTeam	Pub Svcs. Storage - October 2012	11/1/2012	140162	\$303.36 PUBLIC SERVICES
0055866	DocuTeam	Pub Svcs. Storage - November 2012	12/1/2012	140314	\$220.95 PUBLIC SERVICES
0056978	DocuTeam	Pick-up and Delivery of Barcoded Items	1/1/2013	140738	\$261.11 PUBLIC SERVICES
0058095	DocuTeam	Pub. Svcs. Storage - January 2013	2/1/2013	141006	\$215.36 PUBLIC SERVICES

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4111	Don Pierce Trucking	Cold Mg. 25.01 Tons - Hauling	11/8/2012	140163	<u>\$4,185.47</u>
20124014	Dudek	Coastal Appeals	11/16/2012	140317	<u>\$200.00</u> WATER
20124854	Dudek	Coastal Appeals	1/17/2013	140868	\$1,020.00 WWTP COASTAL APPEAL
20130295	Dudek	WWTP Prof. Svcs. - Coastal Appeals Process - 12/29/12-1/25/13	2/13/2013	141008	\$340.00 WWTP COASTAL APPEAL
					<u>\$610.00</u> WWTP COASTAL APPEAL
					<u>\$1,970.00</u>
8797	Duke's Sales & Service	Pipe Sewer Root Control	12/4/2012	140487	<u>\$37,735.89</u> SEWER
241400	Earth Systems Pacific	MBFS 53 Geotechnical Services thru 7/15/12	7/24/2012	139341	\$959.75 WWTP
241725	Earth Systems Pacific	MBFS 53 Geotechnical Services thru 8/12/12	8/22/2012	139470	\$700.00 CAP PROJ - FIRE STATION
242001	Earth Systems Pacific	MBFS 53 Engineering Svcs	9/18/2012	139780	\$1,528.00 CAP PROJ - FIRE STATION
243216	Earth Systems Pacific	Construction Svcs. for Lift Station #3 and Sewer Main - Dec 12	1/8/2013	140739	\$3,724.00 CAP PROJ - SEWER, LIFT STATION #3
					<u>\$6,911.75</u>
517	ENS Electric	Replace Light Fixtures (6) in Generator Room	11/5/2012	140323	\$2,840.00 WWTP
523	ENS Electric	Replace (6) Light Units - Switch Gear Room MCC-A	11/15/2012	140323	<u>\$2,840.00</u> WWTP
					<u>\$5,680.00</u>
Rck2PierRun2	Eternal Timing	Timing - Rock 2 Pier	7/13/2012	139025	<u>\$4,468.55</u> R & P SPORTS
4128A	Executive Janitorial, Inc	Additional Charge - 570 Dunes	8/1/2012	139342	<u>\$32.00</u> PROPERTY MANAGEMENT
111210	Ferravanti Grading & Paving	Patch Pave - Various Locations	11/26/2012	140331	\$3,915.00 WATER
011308	Ferravanti Grading & Paving	pave walkway at Dog Park	1/21/2013	140877	<u>\$4,800.00</u> CAP PROJ - TENNIS CT
					<u>\$8,715.00</u>
281963A	FGL Environmental	Stormwater Lab Testing	7/12/2012	139218	\$363.00 STORM DRAIN/CREEK CLEARING
281964A	FGL Environmental	Stormwater Lab Testing	7/12/2012	139218	\$98.00 STORM DRAIN/CREEK CLEARING
282670A	FGL Environmental	Lab Testing - Bacti Analysis	10/24/2012	140048	\$98.00 STORM DRAIN/CREEK CLEARING
282669A	FGL Environmental	Lab Testing - Bacti Analysis	10/24/2012	140048	\$294.00 STORM DRAIN/CREEK CLEARING
283243A	FGL Environmental	Lab Testing - Bacti Analysis	11/29/2012	140332	\$196.00 STORM DRAIN/CREEK CLEARING
283242A	FGL Environmental	Lab Testing - Bacti Analysis	11/27/2012	140332	\$294.00 STORM DRAIN/CREEK CLEARING
283998A	FGL Environmental	Lab Testing - Bacti Analysis	1/16/2013	140878	\$294.00 STORM DRAIN/CREEK CLEARING
283999A	FGL Environmental	Lab Testing - Bacti Analysis	1/16/2013	140878	\$98.00 STORM DRAIN/CREEK CLEARING
282020A	FGL Environmental	Lab Testing	7/9/2012	139027	\$10.00 WATER
282021A	FGL Environmental	Lab Testing	7/11/2012	139027	\$56.00 WATER
282022A	FGL Environmental	Lab Testing	7/11/2012	139027	\$80.00 WATER
282090A	FGL Environmental	Lab Testing	7/17/2012	139027	\$56.00 WATER
282091A	FGL Environmental	Lab Testing	7/17/2012	139027	\$80.00 WATER
282093A	FGL Environmental	Lab Testing	7/17/2012	139027	\$637.00 WATER
282092A	FGL Environmental	Lab Testing	7/24/2012	139218	\$525.00 WATER
282094A	FGL Environmental	Lab Testing	7/24/2012	139218	\$1,449.00 WATER
282129A	FGL Environmental	Lab Testing	7/18/2012	139218	\$67.00 WATER
282170A	FGL Environmental	Lab Testing	7/24/2012	139218	\$56.00 WATER
282171A	FGL Environmental	Lab Testing	7/26/2012	139218	\$80.00 WATER
282413A	FGL Environmental	Lab Testing	8/16/2012	139344	\$80.00 WATER

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282414A	FGL Environmental	Lab Testing	8/14/2012	139344	\$56.00 WATER
282415A	FGL Environmental	Lab Testing	8/14/2012	139344	\$589.00 WATER
282462A	FGL Environmental	Lab Testing	8/16/2012	139344	\$114.00 WATER
282240A	FGL Environmental	Lab Testing	7/26/2012	139344	\$80.00 WATER
282241A	FGL Environmental	Lab Testing	8/1/2012	139344	\$56.00 WATER
282342A	FGL Environmental	Lab Testing	8/7/2012	139344	\$80.00 WATER
282343A	FGL Environmental	Lab Testing	8/6/2012	139344	\$56.00 WATER
282516A	FGL Environmental	Lab Testing	8/20/2012	139477	\$56.00 WATER
282517A	FGL Environmental	Lab Testing	8/17/2012	139477	\$80.00 WATER
282518A	FGL Environmental	Lab Testing	8/20/2012	139477	\$10.00 WATER
282582A	FGL Environmental	Lab Testing	8/29/2012	139477	\$80.00 WATER
282583A	FGL Environmental	Lab Testing	8/24/2012	139477	\$56.00 WATER
282679A	FGL Environmental	Lab Testing	8/31/2012	139477	\$80.00 WATER
282680A	FGL Environmental	Lab Testing	8/31/2012	139477	\$56.00 WATER
282730A	FGL Environmental	Lab Testing	9/12/2012	139634	\$80.00 WATER
282731A	FGL Environmental	Lab Testing	9/12/2012	139634	\$56.00 WATER
282732A	FGL Environmental	Lab Testing	9/12/2012	139634	\$589.00 WATER
282812A	FGL Environmental	Lab Testing	9/20/2012	139634	\$80.00 WATER
282813A	FGL Environmental	Lab Testing	9/18/2012	139634	\$10.00 WATER
282814A	FGL Environmental	Lab Testing	9/20/2012	139634	\$56.00 WATER
282974A	FGL Environmental	Lab Testing	10/23/2012	140048	\$3,350.00 WATER
283211A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	10/17/2012	140048	\$56.00 WATER
283213A	FGL Environmental	Lab Testing - Radio Analysis	10/18/2012	140048	\$525.00 WATER
283214A	FGL Environmental	Lab Testing - Organic Analysis	10/17/2012	140048	\$1,449.00 WATER
283262A	FGL Environmental	Lab Testing - Inorganic Analysis	10/23/2012	140048	\$10.00 WATER
283303A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	10/26/2012	140048	\$56.00 WATER
283304A	FGL Environmental	Lab Testing - Bacti Analysis	10/26/2012	140048	\$80.00 WATER
283383A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	10/29/2012	140048	\$56.00 WATER
283384A	FGL Environmental	Lab Testing - Bacti Analysis	10/26/2012	140048	\$80.00 WATER
282908A	FGL Environmental	Bacterial Analysis	9/21/2012	139784	\$80.00 WATER
282909A	FGL Environmental	Lab Testing	9/21/2012	139784	\$56.00 WATER
282971A	FGL Environmental	Lab Testing	10/2/2012	139784	\$56.00 WATER
282972A	FGL Environmental	Lab Testing	10/2/2012	139784	\$80.00 WATER
283080A	FGL Environmental	Lab Testing - Bacti Analysis	10/5/2012	139904	\$80.00 WATER
283081A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	10/8/2012	139904	\$56.00 WATER
283082A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	10/11/2012	139904	\$637.00 WATER
283212A	FGL Environmental	Lab Testing - Bacti Analysis	10/11/2012	139904	\$80.00 WATER
283442A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	11/5/2012	140172	\$56.00 WATER
283443A	FGL Environmental	Lab Testing - Bacti Analysis	11/5/2012	140172	\$80.00 WATER
283539A	FGL Environmental	Lab Testing - Bacti Analysis	11/14/2012	140172	\$80.00 WATER
283540A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	11/14/2012	140172	\$56.00 WATER
283541A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	11/14/2012	140172	\$589.00 WATER
283580A	FGL Environmental	Lab Testing - Bacti Analysis	11/14/2012	140172	\$57.00 WATER
282973A	FGL Environmental	Lab Testing - Inorganic, Organic, and Sub Contr. Analysis	11/16/2012	140332	\$2,085.00 WATER
283606A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	11/15/2012	140332	\$56.00 WATER
283607A	FGL Environmental	Lab Testing - Bacti Analysis	11/15/2012	140332	\$80.00 WATER
283608A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	11/15/2012	140332	\$37.00 WATER
283609A	FGL Environmental	Lab Testing - Inorganic Analysis	11/15/2012	140332	\$60.00 WATER
283610A	FGL Environmental	Lab Testing - Inorganic Analysis	11/15/2012	140332	\$10.00 WATER
283683A	FGL Environmental	Lab Testing - Bacti Analysis	11/26/2012	140332	\$80.00 WATER
283753A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	11/21/2012	140332	\$56.00 WATER
283754A	FGL Environmental	Lab Testing - Bacti Analysis	11/30/2012	140332	\$80.00 WATER
283682A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	12/3/2012	140332	\$56.00 WATER
		Lab Testing - Bacti Analysis and Inorganic Analysis	11/27/2012	140332	\$56.00 WATER

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283392A	FGL Environmental	Lab Testing - Inorganic and Organic Analysis	11/30/2012	140492	\$800.00 WATER
283605A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	12/6/2012	140492	\$295.00 WATER
283752A	FGL Environmental	Lab Testing - Sub. Contr. Analysis	12/12/2012	140492	\$200.00 WATER
283838A	FGL Environmental	Lab Testing - Bacti Analysis	12/12/2012	140492	\$80.00 WATER
283839A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	12/11/2012	140492	\$56.00 WATER
283840A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	12/11/2012	140492	\$589.00 WATER
283880A	FGL Environmental	Lab Testing - Bacti Analysis	12/14/2012	140492	\$171.00 WATER
283924A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	12/14/2012	140492	\$56.00 WATER
283926A	FGL Environmental	Lab Testing - Bacti Analysis	12/14/2012	140492	\$80.00 WATER
283925A	FGL Environmental	Lab Testing - Inorganic Analysis	12/21/2012	140621	\$10.00 WATER
284096A	FGL Environmental	Lab Testing - Bacti Analysis	12/21/2012	140621	\$80.00 WATER
284097A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	12/21/2012	140621	\$56.00 WATER
284194A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	12/31/2012	140621	\$56.00 WATER
284195A	FGL Environmental	Lab Testing - Bacti Analysis	1/2/2013	140621	\$80.00 WATER
380001A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	1/10/2013	140746	\$56.00 WATER
380002A	FGL Environmental	Lab Testing - Bacti Analysis	1/9/2013	140746	\$80.00 WATER
380003A	FGL Environmental	Lab Testing - Organic Analysis	1/10/2013	140746	\$644.00 WATER
380004A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	1/15/2013	140746	\$637.00 WATER
380055A	FGL Environmental	Lab Testing - Bacti Analysis	1/15/2013	140746	\$228.00 WATER
380062A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	1/15/2013	140746	\$56.00 WATER
284196A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	1/22/2013	140878	\$305.00 WATER
380063A	FGL Environmental	Lab Testing - Bacti Analysis	1/15/2013	140878	\$80.00 WATER
380190A	FGL Environmental	Lab Testing - Bacti Analysis	1/18/2013	140878	\$80.00 WATER
380191A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	1/18/2013	140878	\$56.00 WATER
380243A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	1/28/2013	140878	\$56.00 WATER
380244A	FGL Environmental	Lab Testing - Bacti Analysis	1/25/2013	140878	\$80.00 WATER
380064A	FGL Environmental	Lab Testing - inorganic, Organic, and Sub. Contr. Analysis	2/4/2013	141015	\$2,050.00 WATER
380065A	FGL Environmental	Lab Testing - Sub. Contr. Analysis	2/1/2013	141015	\$3,350.00 WATER
380317A	FGL Environmental	Lab Testing - Bacti and Inorganic Analysis	2/1/2013	141015	\$56.00 WATER
380318A	FGL Environmental	Lab Testing - Bacti Analysis	2/1/2013	141015	\$80.00 WATER
308376A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	2/11/2013	141015	\$56.00 WATER
380377A	FGL Environmental	Lab Testing - Bacti Analysis	2/11/2013	141015	\$80.00 WATER
380378A	FGL Environmental	Lab Testing - Bacti Analysis and Inorganic Analysis	2/14/2013	141015	\$601.00 WATER
2239	Flooring Discount Center	Flooring	12/12/2012	141016	<u>\$28,776.00</u>
CMB1219	Gemma Systems	Software & support	12/10/2012	140339	<u>\$698.53</u> G/F FACILITIES
12427708	Great America Leasing	July 12 Postage Meter	6/28/2012	138869	<u>\$395.00</u> INFO SVCS
12545359	Great America Leasing	August 2012 Postage Meter	7/30/2012	139224	\$204.67 FINANCE
12665331	Great America Leasing	Sept 12 Postage Meter	8/29/2012	139483	\$204.67 FINANCE
12785276	Great America Leasing	Oct 12 Postage Meter	9/28/2012	139787	\$204.67 FINANCE
12900318	Great America Leasing	Nov 12 Postage Meter	10/29/2012	140054	\$204.67 FINANCE
13026471	Great America Leasing	Dec 12 Postage Meter	11/28/2012	140344	\$204.67 FINANCE
13154696	Great America Leasing	Postage Meter Lease	12/31/2012	140632	\$122.05 FINANCE
13270467	Great America Leasing	Postage Meter Lease	1/29/2013	140887	<u>\$122.05</u> FINANCE
2755	Greenvale Tree Co	Market Street / Dunbar	7/31/2012	139225	<u>\$1,472.12</u>
2742	Greenvale Tree Co	1001 Allesandro, 969 Pacific, 2511 Juniper	7/18/2012	139225	\$2,080.00 STREET TREES

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2758	Greenvale Tree Co	Hazardous Tree Removal	8/1/2012	139350	\$2,080.00 STREET TREES
3413	Greenvale Tree Co	Eucalyptus@San Jacinto/Stump@Pecho	8/31/2012	139646	\$450.00 STREET TREES
3459	Greenvale Tree Co	Harbor, Elm, MB Blvd, Keiser	9/19/2012	139788	\$1,560.00 STREET TREES
3447	Greenvale Tree Co	Cypress Tree-Market Street	9/10/2012	139788	\$725.00 STREET TREES
3464	Greenvale Tree Co	Quintana/Main	9/20/2012	139788	\$200.00 STREET TREES
3453	Greenvale Tree Co	Deep Root Feed-Bernardo	9/10/2012	139788	\$75.00 STREET TREES
3612	Greenvale Tree Co	Prune Cypress 2401 Famosa	10/11/2012	139908	\$1,800.00 STREET TREES
4366	Greenvale Tree Co	Prune Trees - Fresno/Main/Surf/Elm	11/30/2012	140498	\$2,080.00 STREET TREES
4477	Greenvale Tree Co	Dead tree removal @ 951 Carmel, grind stump	1/2/2013	140755	\$2,300.00 STREET TREES
4478	Greenvale Tree Co	Remove limb at 474 Sicily	1/3/2013	140755	\$425.00 STREET TREES
3352	Greenvale Tree Co	prune 4 large date palms @ Pacific & Morro	1/11/2013	140888	\$1,200.00 STREET TREES
3603	Greenvale Tree Co	Grind Roots Sidewalks on Main X 3	10/2/2012	139908	\$400.00 MEAS Q STREET MAINTENANCE
3353	Greenvale Tree Co	remove eucalyptus near Fitness Works	1/13/2013	140888	\$725.00 MEAS Q STREET MAINTENANCE
3354	Greenvale Tree Co	remove Eucalyptus across from hinsons	1/14/2013	140888	\$495.00 MEAS Q STREET MAINTENANCE
4469	Greenvale Tree Co	Remove stump on Quintana below Auto Zone	12/19/2012	140755	\$495.00 MEAS Q PMP
					<u>\$19,170.00</u>
1012	Ground Up	MBFS Construction Mgmt. Aug 12	8/15/2012	139484	<u>\$8,042.01</u> CAP PROJ - FIRE STATION
45953	GSolutiontz, Inc	Fire Station Phone System/Relocation of voicemail	10/4/2012	139910	<u>\$4,411.98</u> CAP PROJ - FIRE STATION
4711	HARVEY'S HONEYHUTS	2 Units Morro Elementary	9/3/2012	139650	\$223.16 R & P SPORTS
5028	HARVEY'S HONEYHUTS	Morro Elem 9/27-10/24/12	10/22/2012	140057	\$158.16 R & P SPORTS
5298	HARVEY'S HONEYHUTS	2 Units - Morro Elementary	11/19/2012	140348	\$158.16 R & P SPORTS
4057	HARVEY'S HONEYHUTS	HARBOR TOILET RENTAL - 7/1/12-6/30/13	6/18/2012	138870	\$1,356.93 HARBOR
4181	HARVEY'S HONEYHUTS	EXTRA SERVICE 7/2-10/1/12	6/22/2012	138870	\$700.00 HARBOR
					<u>\$2,596.41</u>
0008929-IN	HDL SOFTWARE LLC	Maintenance Fees - Permit Tracking	11/12/2012	140350	\$5,240.65 PUBLIC SERVICES
0009080-IN	HDL SOFTWARE LLC	Business License Software - Custom Programming SB1186 Com 1/15/2013	1/15/2013	140893	\$500.00 PUBLIC SERVICES
					<u>\$5,740.65</u>
741	Heacock Elevator Co	Elevator Maintenance July 12	8/2/2012	139229	\$65.00 FACILITIES
751	Heacock Elevator Co	Elevator Maintenance August 12	8/20/2012	139492	\$65.00 FACILITIES
803	Heacock Elevator Co	Elevator Maintenance Nov. 12	11/16/2012	140351	\$65.00 FACILITIES
844	Heacock Elevator Co	monthly maintenance - January 2013	1/31/2013	140894	\$65.00 FACILITIES
					<u>\$260.00</u>
Acct 001903268-1	Heritage Oaks Bank	Specialty Const Retention Escrow - Pymt 1	11/15/2012	140184	\$5,007.25 CAP PROJ - SEWER, LIFT STATION #3
Acct 001903268-2	Heritage Oaks Bank	Specialty Const Retention Esc Pymt 2	11/15/2012	140184	\$11,965.65 CAP PROJ - SEWER, LIFT STATION #3
Heritage120712	Heritage Oaks Bank	Lift Station No. 3 and SSFM Upgrade - Pymt. 1 (Specialty Constr. 12/7/2012	12/7/2012	140353	\$20,430.48 CAP PROJ - SEWER, LIFT STATION #3
Heritage012213	Heritage Oaks Bank	Lift Station No. 3 and SSFM Upgrade - Pymt. 4	1/22/2013	140896	\$15,925.20 CAP PROJ - SEWER, LIFT STATION #3
					<u>\$53,328.58</u>
Mass Appeal	Hinderliter DeLlamas & Assoc	Mass Appeal Litigation	7/19/2012	139035	\$1,300.00 FINANCE
00197515-IN	Hinderliter DeLlamas & Assoc	Sales Tax 1st Qtr 2012	7/26/2012	139494	\$1,072.34 FINANCE
0020107-IN	Hinderliter DeLlamas & Assoc	Sales Tax Qtr 2 2012	10/30/2012	140185	\$1,141.11 FINANCE

City of Morro Bay
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G/L Date	Journal	Description	Source	Check No	Actual Balance
					<u>\$3,513.45</u>
VH1	I am a Plumber Looking For Work	Clear Roots Main Line VMB	8/20/2012	139497	\$380.00 FACILITIES
CH1	I am a Plumber Looking For Work	Clear Main Line City Hall	8/23/2012	139497	\$170.00 FACILITIES
MY#1	I am a Plumber Looking For Work	Cleaned main line at yard	9/7/2012	139653	\$202.50 FACILITIES
CH#1	I am a Plumber Looking For Work	Floor Drain City Hall	12/18/2012	140505	\$400.00 FACILITIES
MBFD#1	I am a Plumber Looking For Work	Undcg Sewer Main	1/4/2013	140637	\$120.00 FACILITIES
MCC-2	I am a Plumber Looking For Work	Change faucet cartridges	1/14/2013	140761	\$576.00 FACILITIES
MBCC-3	I am a Plumber Looking For Work	replacement spouts - Community Center	1/30/2013	140900	\$284.00 FACILITIES
DR1	I am a Plumber Looking For Work	Dunes Street Rental	11/7/2012	140188	\$460.00 PROPERTY MANAGEMENT
DR#2	I am a Plumber Looking For Work	Disposer Installation	12/28/2012	140637	\$203.73 PROPERTY MANAGEMENT
TW1	I am a Plumber Looking For Work	Tankless Water heater CH	11/15/2012	140188	\$1,100.00 G/F FACILITIES
					<u>\$3,896.23</u>
691300	International Surfacing Systems	2012 Street Rehabilitation Project	8/23/2012	139499	\$314,884.87 MEAS Q PMP
691332	International Surfacing Systems	Street Rehab. Program Project - Cape Seal & Slurry Seal	8/31/2012	140359	\$122,276.59 MEAS Q PMP
691366	International Surfacing Systems	Street Rehab. Program Project - Cape Seal & Slurry Seal	9/30/2012	140359	\$284,874.00 MEAS Q PMP
691393	International Surfacing Systems	Street Rehab. Program Project - Cape Seal & Slurry Seal	10/31/2012	140359	\$248,147.43 MEAS Q PMP
691410	International Surfacing Systems	2012 Street Rehab Program Project - Cape Seal and Slurry Seal	12/14/2012	140507	\$10,277.39 MEAS Q PMP
691406	International Surfacing Systems	Street Rehab. Program Project - Cape Seal & Slurry Seal - Nov	11/30/2012	140507	\$56,462.51 MEAS Q PMP
					<u>\$1,036,922.79</u>
20579	K D Janni Landscaping Inc	Street Tree Planting/Main Street	12/28/2012	140643	\$1,450.20 STREET TREES
19405	K D Janni Landscaping Inc	LK Landscape Maintenance	7/31/2012	139236	\$413.00 PARKS
19606	K D Janni Landscaping Inc	Landscape Maintenance for Lila Keiser	8/31/2012	139506	\$90.00 PARKS
20014	K D Janni Landscaping Inc	LK Maintenance-Gophers	10/31/2012	140067	\$90.00 PARKS
20222	K D Janni Landscaping Inc	LK Landscape Maintenance	11/30/2012	140364	\$90.00 PARKS
20428	K D Janni Landscaping Inc	Landscape Maint. Lil Keiser ball field	12/28/2012	140643	\$90.00 PARKS
20444	K D Janni Landscaping Inc	Landscape Maintenance July 12	1/31/2013	140906	\$90.00 PARKS
19510	K D Janni Landscaping Inc	Cloisters Maintenance for Cloisters	7/31/2012	139236	\$850.00 ASSESSMENT DISTRICT - CLOISTERS
19711	K D Janni Landscaping Inc	Indigo/Coral Monument Planting	8/31/2012	139658	\$6,205.00 ASSESSMENT DISTRICT - CLOISTERS
19761	K D Janni Landscaping Inc	Cloisters Landscape Maintenance	9/13/2012	139658	\$1,450.00 ASSESSMENT DISTRICT - CLOISTERS
19914	K D Janni Landscaping Inc	Cloisters Landscape Maintenance	9/28/2012	139924	\$7,276.60 ASSESSMENT DISTRICT - CLOISTERS
20119	K D Janni Landscaping Inc	Cloisters Landscape Maintenance	10/31/2012	140067	\$7,609.00 ASSESSMENT DISTRICT - CLOISTERS
20327	K D Janni Landscaping Inc	Cloisters Landscape Maintenance	11/30/2012	140364	\$6,205.00 ASSESSMENT DISTRICT - CLOISTERS
20533	K D Janni Landscaping Inc	Landscape Maint. Cloisters	12/28/2012	140643	\$6,205.00 ASSESSMENT DISTRICT - CLOISTERS
20549	K D Janni Landscaping Inc	Landscape maintenance Cloisters	1/31/2013	141030	\$8,716.31 ASSESSMENT DISTRICT - CLOISTERS
					<u>\$46,830.11</u>
1265	KAD Paving Company	Panay and Andros Streets	10/4/2012	139925	<u>\$22,777.18</u> MEAS Q STREET MAINTENANCE
208043	KIS Communications Inc	DNS Hosting	8/1/2012	139238	\$418.00 WATER
207678	KIS Communications Inc	E-Suite Server March 12-May 12	2/1/2012	139509	\$318.00 WATER
208219	KIS Communications Inc	E-Suite Server Dec-Feb 2013	11/1/2012	140645	\$318.00 WATER
208043	KIS Communications Inc	DNS Hosting	8/1/2012	139238	\$418.00 SEWER
207678	KIS Communications Inc	E-Suite Server March 12-May 12	2/1/2012	139509	\$318.00 SEWER
208219	KIS Communications Inc	E-Suite Server Dec-Feb 2013	11/1/2012	140645	\$318.00 SEWER
					<u>\$2,108.00</u>

City of Morro Bay

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13-06	LAND/SEA INTERFACE	Mooring Inspection A1-i-19	2/12/2013	141033	\$484.50 HARBOR
609361	LD Quality Carpet Care	MBCB Lobby Carpet	8/26/2012	139513	\$200.00 FACILITIES
609392	LD Quality Carpet Care	Carpet Clean City Hall	11/5/2012	140072	\$350.00 FACILITIES
609393	LD Quality Carpet Care	Carpet Clean Police Department	11/7/2012	140195	\$250.00 FACILITIES
242993	LD Quality Carpet Care	Remove Carpet/Steam Clean Dunes St.	7/18/2012	139044	\$385.00 PROPERTY MANAGEMENT
					<u>\$1,185.00</u>
0901MB	Lee Wilson Electric Inc	Signal Check - Quintana & Main	7/31/2012	139361	\$100.00 STREET MAINTENANCE
1207	Lee Wilson Electric Inc	Traffic Signal Maintenance July 12	8/14/2012	139514	\$175.00 STREET MAINTENANCE
1208	Lee Wilson Electric Inc	Traffic Signal Maintenance	9/26/2012	139805	\$175.00 STREET MAINTENANCE
0837	Lee Wilson Electric Inc	Traffic Signal Maintenance - September 2012	9/28/2012	139928	\$275.00 STREET MAINTENANCE
1209	Lee Wilson Electric Inc	Traffic Signal Maintenance - Sept 2012	10/25/2012	140074	\$175.00 STREET MAINTENANCE
0846	Lee Wilson Electric Inc	Traffic Signal Maintenance - October 2012	11/4/2012	140369	\$199.01 STREET MAINTENANCE
1210	Lee Wilson Electric Inc	Traffic Signal Maintenance - October 2012	11/20/2012	140369	\$175.00 STREET MAINTENANCE
1211	Lee Wilson Electric Inc	Traffic Signal Maintenance - November 2012	12/13/2012	140515	\$175.00 STREET MAINTENANCE
1212	Lee Wilson Electric Inc	Traffic Signal Maintenance - Main & Quintana - December 2012	1/24/2013	140908	\$175.00 STREET MAINTENANCE
					<u>\$1,624.01</u>
154010	Liebert Cassidy Whitmore	Membership 8/1-6/30/13	7/31/2012	139240	\$2,520.00 HUMAN RESOURCES
8615	Malibu Pacific Tennis Courts	Del Mark Park - Final Payment	4/5/2012	139362	\$4,500.00 CAP PROJ - TENNIS CT
022012	MARWAL CONSTRUCTION INC	SPM Dredging Project	10/2/2012	139811	\$8,500.00 STATE PARK MARINA
731	McCabe and Co Inc	Coastal Appeals July 12	8/23/2012	139515	\$12,500.00 WWTP COASTAL APPEAL
812	McCabe and Co Inc	Coastal Appeals	9/24/2012	139812	\$13,728.07 WWTP COASTAL APPEAL
1012	McCabe and Co Inc	Coastal Appeals	11/24/2012	140371	\$220.00 WWTP COASTAL APPEAL
					<u>\$26,448.07</u>
140141	MGE Underground, Inc	S. Bay Blvd. Bike Lane Clearing	8/14/2012	139517	\$1,920.00 STREET MAINTENANCE
16676	Mid-Coast Geotechnical INC	Lift Station #2 Upgrade Earthwork Testing	8/10/2012	139366	\$680.00 CAP PROJ - SEWER, LIFT STATION #2
Reimb 9/12	Mike Lewis	Reimbursement for candidate expenses	9/27/2012	139806	\$406.77 RISK MANAGEMENT
03100	Mission Uniform Service	Pub Svcs Uniform Service	7/11/2012	139047	\$72.06 WATER
01645	Mission Uniform Service	Pub Svcs Uniform Service	7/4/2012	139047	\$76.33 WATER
06052	Mission Uniform Service	Pub Svcs Uniform Service	7/25/2012	139247	\$72.06 WATER
04588	Mission Uniform Service	Pub Svcs Uniform Service	7/18/2012	139247	\$139.38 WATER
S190199490	Mission Uniform Service	Pub Svcs Uniform Service	7/18/2012	139247	\$6.00 WATER
07547	Mission Uniform Service	Pub Svcs Uniform Service	8/1/2012	139368	\$76.33 WATER
09003	Mission Uniform Service	Pub Svcs Uniform Service	8/8/2012	139368	\$137.25 WATER
10495	Mission Uniform Service	Pub Svcs Uniform Service	8/15/2012	139521	\$161.45 WATER
13464	Mission Uniform Service	Pub Svcs Uniform Service	8/29/2012	139521	\$71.42 WATER
11965	Mission Uniform Service	Pub Svcs Uniform Service	8/22/2012	139521	\$76.33 WATER
S 35175	Mission Uniform Service	Pub Svcs Uniform Service	8/1/2012	139521	\$15.96 WATER
S 35187	Mission Uniform Service	Pub Svcs Uniform Service	8/8/2012	139521	\$21.69 WATER
S 35753	Mission Uniform Service	Pub Svcs Uniform Service	8/22/2012	139521	\$21.93 WATER
16452	Mission Uniform Service	Pub Svcs Uniform Service	9/12/2012	139667	\$79.36 WATER

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G/L Date	Journal	Description	Source	Check No	Actual Balance
17932	Mission Uniform Service	Pub Svcs Uniform Service	9/19/2012	139667	\$195.91 WATER
14940	Mission Uniform Service	Pub Svcs Uniform Service	9/5/2012	139667	\$197.29 WATER
S35772	Mission Uniform Service	Pub Svcs Uniform Service	9/12/2012	139667	\$42.93 WATER
19437	Mission Uniform Service	Uniform Service for Water Crew	9/26/2012	139815	\$169.48 WATER
26897	Mission Uniform Service	WWTP and Collections Uniform Service	10/31/2012	140080	\$97.19 WATER
20912	Mission Uniform Service	Uniform Service for Collections and Water Crews	10/3/2012	140205	\$119.76 WATER
22425	Mission Uniform Service	Uniform Service for Collections and Water Crews	10/10/2012	140205	\$76.06 WATER
23904	Mission Uniform Service	Uniform Service for Collections and Water Crews	10/17/2012	140205	\$76.06 WATER
25419	Mission Uniform Service	Uniform Service for Collections and Water Crews	10/24/2012	140205	\$156.25 WATER
28416	Mission Uniform Service	Uniform Service for Collections and Water Crews	11/7/2012	140205	\$71.42 WATER
29906	Mission Uniform Service	Uniform Service for Collections and Water Crews	11/14/2012	140380	\$154.68 WATER
31428	Mission Uniform Service	Water and Collections Uniform Service	11/21/2012	140380	\$164.80 WATER
32913	Mission Uniform Service	Water and Collections Uniform Service	11/28/2012	140380	\$135.90 WATER
35923	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/12/2012	140522	\$157.39 WATER
37442	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/19/2012	140522	\$119.76 WATER
S 62398	Mission Uniform Service	Uniform Service for Collections and Water Crews	11/14/2012	140522	\$8.22 WATER
S 62390	Mission Uniform Service	Uniform Service for Collections and Water Crews	11/7/2012	140522	\$6.60 WATER
34430	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/5/2012	140522	\$73.56 WATER
S 32285	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/12/2012	140778	\$135.36 WATER
S 32293	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/12/2012	140778	\$79.10 WATER
38933	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/26/2012	140778	\$84.21 WATER
40450	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/2/2013	140778	\$144.55 WATER
41943	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/9/2013	140778	\$89.38 WATER
44951	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/23/2013	140914	\$89.38 WATER
43462	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/16/2013	140914	\$89.38 WATER
46477	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/30/2013	140914	\$193.27 WATER
S 32666	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/2/2013	141037	\$54.84 WATER
S 32659	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/26/2012	141037	\$8.35 WATER
S 32699	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/23/2013	141037	\$9.72 WATER
03100	Mission Uniform Service	Uniform Service for Collections and Water Crews	7/11/2012	139047	\$61.38 SEWER
01645	Mission Uniform Service	Pub Svcs Uniform Service	7/4/2012	139047	\$65.03 SEWER
06052	Mission Uniform Service	Pub Svcs Uniform Service	7/25/2012	139247	\$61.38 SEWER
04588	Mission Uniform Service	Pub Svcs Uniform Service	7/18/2012	139247	\$118.74 SEWER
07547	Mission Uniform Service	Pub Svcs Uniform Service	8/1/2012	139368	\$65.03 SEWER
09003	Mission Uniform Service	Pub Svcs Uniform Service	8/8/2012	139368	\$116.91 SEWER
10495	Mission Uniform Service	Pub Svcs Uniform Service	8/15/2012	139521	\$137.54 SEWER
13464	Mission Uniform Service	Pub Svcs Uniform Service	8/29/2012	139521	\$60.84 SEWER
11965	Mission Uniform Service	Pub Svcs Uniform Service	8/22/2012	139521	\$65.03 SEWER
16452	Mission Uniform Service	Pub Svcs Uniform Service	9/12/2012	139667	\$52.90 SEWER
17932	Mission Uniform Service	Pub Svcs Uniform Service	9/19/2012	139667	\$130.61 SEWER
14940	Mission Uniform Service	Pub Svcs Uniform Service	9/5/2012	139667	\$131.52 SEWER
S 35788	Mission Uniform Service	Pub. Svcs. Uniform Service	9/19/2012	139815	\$27.93 SEWER
19437	Mission Uniform Service	Uniform Service for Water Crew	9/26/2012	139815	\$144.38 SEWER
26897	Mission Uniform Service	WWTP and Collections Uniform Service	10/31/2012	140080	\$82.79 SEWER
S 35799	Mission Uniform Service	Uniform Service for Collections Crew	9/26/2012	140080	\$6.00 SEWER
20912	Mission Uniform Service	Uniform Service for Collections and Water Crews	10/3/2012	140205	\$102.02 SEWER
22425	Mission Uniform Service	Uniform Service for Collections and Water Crews	10/10/2012	140205	\$64.80 SEWER
23904	Mission Uniform Service	Uniform Service for Collections and Water Crews	10/17/2012	140205	\$64.80 SEWER
25419	Mission Uniform Service	Uniform Service for Collections and Water Crews	10/24/2012	140205	\$133.11 SEWER
28416	Mission Uniform Service	Uniform Service for Collections and Water Crews	11/7/2012	140205	\$60.84 SEWER
29906	Mission Uniform Service	Uniform Service for Collections and Water Crews	11/14/2012	140380	\$131.77 SEWER
31428	Mission Uniform Service	Water and Collections Uniform Service	11/21/2012	140380	\$140.39 SEWER
32913	Mission Uniform Service	Water and Collections Uniform Service	11/28/2012	140380	\$115.76 SEWER

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35923	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/12/2012	140522	\$134.07 SEWER
37442	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/19/2012	140522	\$102.02 SEWER
S 62398	Mission Uniform Service	Uniform Service for Collections and Water Crews	11/14/2012	140522	\$7.01 SEWER
S 62390	Mission Uniform Service	Uniform Service for Collections and Water Crews	11/7/2012	140522	\$5.63 SEWER
34430	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/5/2012	140522	\$62.66 SEWER
S 32285	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/5/2012	140778	\$115.31 SEWER
S 32293	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/12/2012	140778	\$67.39 SEWER
38933	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/26/2012	140778	\$71.73 SEWER
40450	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/2/2013	140778	\$123.14 SEWER
41943	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/9/2013	140778	\$76.13 SEWER
S 32273	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/28/2012	140778	\$6.00 SEWER
44951	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/23/2013	140914	\$76.13 SEWER
43462	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/16/2013	140914	\$76.13 SEWER
46477	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/30/2013	140914	\$164.64 SEWER
S 32666	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/2/2013	141037	\$46.71 SEWER
S 32659	Mission Uniform Service	Uniform Service for Collections and Water Crews	12/26/2012	141037	\$7.11 SEWER
S 32699	Mission Uniform Service	Uniform Service for Collections and Water Crews	1/23/2013	141037	\$8.28 SEWER
S 62396	Mission Uniform Service	Uniform Service for WWTP	11/14/2012	140380	\$18.46 WWTP
					<u>\$7,338.40</u>
July 12	Modeana Lamphier	July Voucher	7/30/2012	139239	\$235.00 R & P ADMIN
Aug 2012	Modeana Lamphier	August Voucher	8/30/2012	139511	\$104.00 R & P ADMIN
Sept 12	Modeana Lamphier	September Voucher	10/1/2012	139804	\$315.00 R & P ADMIN
Oct 12	Modeana Lamphier	October Voucher	11/5/2012	140069	\$389.00 R & P ADMIN
Nov 12	Modeana Lamphier	November Voucher	11/30/2012	140368	\$335.00 R & P ADMIN
Dec 12	Modeana Lamphier	December Voucher	12/20/2012	140513	\$114.00 R & P ADMIN
JAN 2013	Modeana Lamphier	Flip City Gymnastics Receipts 01/2013	2/15/2013	141032	\$229.00 R & P ADMIN
					<u>\$1,721.00</u>
3768137	Morro Bay Garbage	Rock 2 Pier Trash	8/1/2012	139250	\$89.24 R & P SPORTS
0076077-3N	MUNICIPAL MAINTENANCE EQUIP	Misc Supplies	8/27/2012	139526	\$163.74 SEWER
MBT12-2	MV TRANSPORTATION	FY 2011/2012 MBT and Trolley Incentives	10/22/2012	140083	\$1,800.00 TRANSIT
MBT12-2	MV TRANSPORTATION	FY 2011/2012 MBT and Trolley Incentives	10/22/2012	140083	\$300.00 TROLLEY
320712-1	MV Transportation, Inc	Fixed Route July 12	8/6/2012	139527	\$10,043.88 TRANSIT
320812-1	MV Transportation, Inc	Fixed Route - August 2012	9/6/2012	139822	\$10,569.77 TRANSIT
320912-02	MV Transportation, Inc	Trolley Mgmt. Fee - September 2012	10/6/2012	139822	\$7,085.33 TRANSIT
320912-1	MV Transportation, Inc	Fixed Route - September 2012	10/6/2012	139941	\$9,517.99 TRANSIT
321012-1	MV Transportation, Inc	MB Fixed Route and Monthly Vehicle Service Hours	11/6/2012	140385	\$10,569.77 TRANSIT
321112-1	MV Transportation, Inc	MB Fixed Route and Monthly Vehicle Service Hours	12/4/2012	140784	\$9,517.99 TRANSIT
320113-1	MV Transportation, Inc	Morro Bay Fixed Route and Monthly Service Hrs. - January 2012	2/6/2013	141044	\$9,241.78 TRANSIT
320712-02	MV Transportation, Inc	Trolley July 12	8/6/2012	139251	\$10,715.06 TROLLEY
320712-03	MV Transportation, Inc	Trolley Extra Services July 12	8/6/2012	139251	\$435.28 TROLLEY
320812-02	MV Transportation, Inc	Trolley Mgmt. Fee - August 2012	9/6/2012	139822	\$9,800.08 TROLLEY
320812-03	MV Transportation, Inc	Trolley Extra Services - August 2012	9/6/2012	139822	\$342.90 TROLLEY
321012-02	MV Transportation, Inc	MB Trolley Mgmt. Fee - October 2012	10/6/2012	140385	\$3,889.26 TROLLEY
321012-03	MV Transportation, Inc	MB Trolley Monthly Vehicle Service Hours	11/6/2012	140385	\$198.99 TROLLEY
					<u>\$94,028.08</u>

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023295	NEW WORLD SYSTEMS CORP	Software agreement	11/15/2012	139943	\$23,188.00 FINANCE
025592	NEW WORLD SYSTEMS CORP	Intelligent Mail Set Up	1/31/2013	141045	\$300.00 WATER
025592	NEW WORLD SYSTEMS CORP	Intelligent Mail Set Up	1/31/2013	141045	\$300.00 SEWER
					<u>\$23,788.00</u>
4904	Nick's Telecom	City Hall Telecom Clean-Up	11/15/2012	140388	\$400.00 FACILITIES
001868	NORTH COUNTY BACKFLOW	Inspect 45 backflow devices	12/10/2012	140529	\$451.00 FACILITIES
001868	NORTH COUNTY BACKFLOW	Inspect 45 backflow devices	12/10/2012	140529	\$287.00 PARKS
001868	NORTH COUNTY BACKFLOW	Inspect 45 backflow devices	12/10/2012	140529	\$738.00 HARBOR
001868	NORTH COUNTY BACKFLOW	Inspect 45 backflow devices	12/10/2012	140529	\$246.00 ASSESSMENT DISTRICT - CLOSISTERS
					<u>\$1,722.00</u>
90014898	Novacoast	Licensing Agreement FY 12/13	6/26/2012	138882	\$6,815.81 INFO SVCS
S27014	Pacific Heating/Sheet Metal	Thermostat Service - 30 Amp Fuse	11/6/2012	140215	\$161.50 PUBLIC SERVICES
S26755	Pacific Heating/Sheet Metal	Police Department	9/13/2012	139679	\$366.80 FACILITIES
27161	Pacific Heating/Sheet Metal	MBCC HVAC Ignition Module	11/20/2012	140392	\$183.18 FACILITIES
S27164	Pacific Heating/Sheet Metal	MBCC Pilot Ignition Module	12/4/2012	140533	\$268.18 FACILITIES
S27466	Pacific Heating/Sheet Metal	Labor to install dedicated circuit for heating unit	1/14/2013	140921	\$85.00 FACILITIES
S27571	Pacific Heating/Sheet Metal	MBCC heating unit inspection	2/1/2013	140921	\$85.00 FACILITIES
S26555	Pacific Heating/Sheet Metal	Vent Pipe 590 Dunes	7/24/2012	139255	\$101.70 PROPERTY MANAGEMENT
					<u>\$1,251.36</u>
22560	Pacific Locksmiths	Entry/Dead Bolts 570 Dunes	7/18/2012	139058	\$248.95 PROPERTY MANAGEMENT
99752	Paso Robles Safe & Lock, Inc	MBCC locks	1/9/2013	140793	\$5,080.00 G/F FACILITIES
00010965	ProTech Coatings	Protective Coating of 3 Manholes	11/19/2012	140668	\$8,630.55 SEWER
00010968	ProTech Coatings	Repairs and Stopping Intrusion of 3 Manholes	1/2/2013	140668	\$1,609.18 SEWER
					<u>\$10,239.73</u>
229514	PRP Companies	Aug 12 Utility Bill Mailing	8/6/2012	139263	\$1,118.41 WATER BILLING
230137	PRP Companies	August 2012 Utility Bills	9/13/2012	139683	\$1,107.98 WATER BILLING
230656	PRP Companies	Sept 2012 Utility Bills	10/8/2012	139828	\$1,059.47 WATER BILLING
231295	PRP Companies	Oct 12 Utility Bills	11/9/2012	140220	\$1,105.00 WATER BILLING
231745	PRP Companies	Nov 12 utility bills	12/11/2012	140541	\$1,106.11 WATER BILLING
229514	PRP Companies	Aug 12 Utility Bill Mailing	8/6/2012	139263	\$1,118.40 SEWER BILLING
230137	PRP Companies	August 2012 Utility Bills	9/13/2012	139683	\$1,107.97 SEWER BILLING
230656	PRP Companies	Sept 2012 Utility Bills	10/8/2012	139828	\$1,059.47 SEWER BILLING
231295	PRP Companies	Oct 12 Utility Bills	11/9/2012	140220	\$1,105.01 SEWER BILLING
231745	PRP Companies	Nov 12 utility bills	12/11/2012	140541	\$1,106.10 SEWER BILLING
230108	PRP Companies	WWTP insert in Water Bill	9/10/2012	139683	\$693.90 SEWER
					<u>\$11,687.82</u>
Sweeney 7/12	Rabobank Visa Card	Credit Card Charges	7/30/2012	139385	\$110.80 R & P SPORTS
Sweeney 8/12	Rabobank Visa Card	Credit Card Charges	8/30/2012	139582	\$99.95 R & P SPORTS
Doerr 8/12	Rabobank Visa Card	Credit Card Charges	8/30/2012	139582	\$211.65 WATER

City of Morro Bay

Accumulated Transaction Listing

From Date: 7/1/2012 - To Date: 2/28/2013

G/L Date	Journal	Description	Source	Check No	Actual Balance
Merrill 12/12	Rabobank Visa Card	Credit Card Charges	12/30/2012	140799	\$5.95 WATER
Doerr 8/12	Rabobank Visa Card	Credit Card Charges	8/30/2012	139582	\$211.65 SEWER
Doerr 7/12	Rabobank Visa Card	Credit Card Charges	7/30/2012	139385	\$66.60 HARBOR
					<u>\$706.60</u>
9	Rarig Construction	MBFS Construction Progress Pymt July 12	8/23/2012	139542	\$192,304.18 CAP PROJ - FIRE STATION
10	Rarig Construction	MBFS Construction Progress Pymt. 10	9/19/2012	139685	\$185,204.25 CAP PROJ - FIRE STATION
11	Rarig Construction	MBFS Progress Payment - September 2012	10/24/2012	139954	\$274,268.25 CAP PROJ - FIRE STATION
12	Rarig Construction	MBFS Progress Payment - October 2012	10/24/2012	139954	\$27,000.00 CAP PROJ - FIRE STATION
13	Rarig Construction	Progress Payment for MBFS Ph. 2 - November 2012	11/21/2012	140404	\$103,994.92 CAP PROJ - FIRE STATION
15	Rarig Construction	Progress Payment for MBFS Ph. 2 - November 2012	12/10/2012	140404	\$369,536.41 CAP PROJ - FIRE STATION
14	Rarig Construction	Progress Payment for MBFS Ph 2 - Oct 2012	10/31/2012	140404	\$293,730.50 CAP PROJ - FIRE STATION
11-25	Rarig Construction	Credit for overpayment	11/13/2012	140404	(\$28,800.00) CAP PROJ - FIRE STATION
					<u>\$1,417,238.51</u>
1216-1	REESE WATER & LAND SURVEY	State Park Marina Survey-Mapping	8/1/2012	139264	\$8,400.00 STATE PARK MARINA
1216-2	REESE WATER & LAND SURVEY	SPM Non-Motorized Kayak Launch Dredging	12/5/2012	140405	\$8,400.00 STATE PARK MARINA
1216-3	REESE WATER & LAND SURVEY	SPM Non-Motorized Kayak Launch Dredging	12/5/2012	140405	\$4,450.00 STATE PARK MARINA
1216-4	REESE WATER & LAND SURVEY	SPM Survey Mapping	1/25/2013	140933	\$3,275.00 STATE PARK MARINA
					<u>\$24,525.00</u>
87403511	Ricoh USA, Inc	Public Serv Copier 7/17-8/16/12	7/27/2012	139265	\$961.81 PUBLIC SERVICES
87586616	Ricoh USA, Inc	Public Services Copier 7/11-8/7/12	8/29/2012	139543	\$633.22 PUBLIC SERVICES
87710964	Ricoh USA, Inc	City Hall Copier - 8/29-9/28	9/17/2012	139830	\$599.48 PUBLIC SERVICES
87761741	Ricoh USA, Inc	Pub Serv Copier 9/17-10/16/12	9/30/2012	139830	\$292.38 PUBLIC SERVICES
87788175	Ricoh USA, Inc	Pub. Svcs. Copier 9/29/12-10/28/12	10/4/2012	139957	\$565.74 PUBLIC SERVICES
1036320764	Ricoh USA, INC	New Cartridges for Pub. Svcs.	10/9/2012	139956	\$11.50 PUBLIC SERVICES
88126963	Ricoh USA, Inc	Pub. Svcs. Copier 11/29/2012-12/28/2012	12/4/2012	140544	\$1,188.09 PUBLIC SERVICES
88297604	Ricoh USA, Inc	Pub. Svcs. Copier 12/29/2012-1/28/2013	1/4/2013	140800	\$600.87 PUBLIC SERVICES
88453364	Ricoh USA, Inc	Pub. Svcs. Copier - 1/29/13-2/27/13	2/1/2013	141060	\$600.87 PUBLIC SERVICES
1038049083	Ricoh USA, Inc	Staples - Type K Refill	2/1/2013	141061	\$81.91 PUBLIC SERVICES
					<u>\$5,535.87</u>
13039	ROTO-ROOTER	850 Morro Bay Blvd.	11/12/2012	140226	\$198.00 FACILITIES
80147	Select Electric	Electrical - P.D.	9/11/2012	139695	\$214.38 FACILITIES
49779-49780	Sentry Alarm Systems	Pub Svcs Alarm July 2012	6/13/2012	138891	\$21.25 WATER
49836-49837	Sentry Alarm Systems	Pub Svcs Alarm Aug 2012	7/13/2012	139271	\$21.25 WATER
49898-49899	Sentry Alarm Systems	Pub Svcs Alarm Sep 2012	9/1/2012	139550	\$21.25 WATER
					<u>\$63.75</u>
14958	SLO Air Pollution Control Dist	Renewal of Equipment Under Permit #626-3, 943-3, 1593-1	12/4/2012	140419	\$1,176.00 SEWER
12192012	Snow Electric	Electrical Work in New City Hall Break Room	12/19/2012	140682	\$2,400.00 RISK MANAGEMENT
40179	SP Maintenance Services Inc	Street Sweeping 7/8-8/7/2012	8/8/2012	139396	\$4,752.12 STREET MAINTENANCE
40511	SP Maintenance Services Inc	Street Sweeping 8/8/12-9/7/12	9/8/2012	139702	\$4,752.12 STREET MAINTENANCE

City of Morro Bay

Accumulated Transaction Listing

From Date: 7/1/2012 - To Date: 2/28/2013

G/L Date	Journal	Description	Source	Check No	Actual Balance
40813	SP Maintenance Services Inc	Street Sweeping 9/8/12-10/7/12	10/8/2012	139970	\$4,752.12 STREET MAINTENANCE
41187	SP Maintenance Services Inc	Street Sweep 10/8/12-11/7/12	11/8/2012	140422	\$4,752.12 STREET MAINTENANCE
41566	SP Maintenance Services Inc	Street sweeping 11/8/12-12/7/12	12/8/2012	140559	\$4,752.12 STREET MAINTENANCE
41834	SP Maintenance Services Inc	Street Sweeping Dec 8 - Jan 7	1/8/2013	140812	\$4,752.12 STREET MAINTENANCE
42150	SP Maintenance Services Inc	Street sweeping Jan 8 - Feb 7	2/8/2013	141071	\$4,752.12 STREET MAINTENANCE
40142	SP Maintenance Services Inc	Lighting Repairs/Service	8/2/2012	139277	\$715.00 PARKS
					<u>\$33,979.84</u>
3	Specialty Construction	Progress Pymt. for L/ 3 - November 2012	11/30/2012	140423	\$388,179.02 CAP PROJ - SEWER, LIFT STATION #3
4	Specialty Construction	Progress Pymt. for Lift Station No. 3 - 11/28/12-1/10/13	1/10/2013	140948	\$302,578.82 CAP PROJ - SEWER, LIFT STATION #3
5	Specialty Construction	Progress Pymt. for Lift Station No. 3 - 1/10/13-1/31-13	2/8/2013	141072	\$101,317.50 CAP PROJ - SEWER, LIFT STATION #3
1.1	Specialty Construction	Progress Payment for Lift Station No. 3 - September 2012	10/2/2012	139971	\$95,137.75 CAP PROJ - SEWER, LIFT STATION #2
2	Specialty Construction	Progress Pymt for L/S #3 - October 2012	11/8/2012	140232	\$227,347.35 CAP PROJ - SEWER, LIFT STATION #2
					<u>\$1,114,560.44</u>
7/1-9/30/12L	State Board of Equalization	July-Sept 2012 Use Tax: Local	9/30/2012	863	\$0.76 SEWER
Oct-Dec2012L	State Board of Equalization	4th Qtr 2012 Use Tax Local	1/25/2013	905	\$5.28 SEWER
4488	Sun Pacific	Installation of Generator Plug at Lift Station No. 2	11/14/2012	140428	\$641.25 SEWER
14949	SWCA Environmental Consulting	Held Harbor Planning Consulting Services - September 2012	10/5/2012	139974	\$2,489.75 PUBLIC SERVICES
16301	SWCA Environmental Consulting	MB State Park Waterline Interconnect Ph. 1 Archaeological Rep 11/29/2012	11/29/2012	140564	\$2,950.00 CAP PROJ - WATER, WATER
17577	SWCA Environmental Consulting	State Park Waterline Interconnect MSS Surveys - through 1/26/ 1/31/2013	1/31/2013	141077	\$3,200.00 CAP PROJ - SEWER, LIFT STATION #3
					<u>\$8,639.75</u>
187	Terra Verde Environmental	Cloisters Survey-Monitoring	10/24/2012	140104	\$2,460.30 ASSESSMENT DISTRICT - CLOSISTERS
1006169	THE ACTIVE NETWORK, INC	Active Net training held on 12/4/12	12/31/2012	140817	\$1,700.00 R & P ADMIN
01	The Floor Guy	Labor for flooring installation	12/12/2012	141078	\$1,341.00 G/F FACILITIES
24040	Todds Garage	Smog Inspection - 3514 Public Services	12/3/2012	140433	\$48.75 PUBLIC SERVICES
34353	Wallace Group	Lift Station #3 Eval. & Design - November 2012	12/7/2012	140573	\$1,147.54 CAP PROJ - SEWER, LIFT STATION #3
34463	Wallace Group	Lift Station #3 Eval. & Design - December 2012	1/7/2013	140827	\$258.69 CAP PROJ - SEWER, LIFT STATION #3
34354	Wallace Group	Lift Station #3 Eval. & Design-November 2012	12/7/2012	140697	\$198.00 CAP PROJ - SEWER, LIFT STATION #2
34464	Wallace Group	Lift Station #3 Eval. & Design - December 2012	1/7/2013	140827	\$252.94 CAP PROJ - SEWER, LIFT STATION #2
					<u>\$1,857.17</u>
6	Whitaker Construction Group, Inc	Lift Station #2 Progress Payment July 2012	8/10/2012	139407	\$77,625.00 CAP PROJ - SEWER, LIFT STATION #2
8	Whitaker Construction Group, Inc	Lift Station 2 Progress Pymt 8/1-9/18/12	9/26/2012	139851	\$54,674.11 CAP PROJ - SEWER, LIFT STATION #2
9	Whitaker Construction Group, Inc	Lift Station #2 Progress Payment 9/1/12-10/30/12	10/30/2012	140697	\$143,507.06 CAP PROJ - SEWER, LIFT STATION #2
10	Whitaker Construction Group, Inc	Lift Station #2 Progress Payment 11/1/12-11/15/12	11/12/2012	140697	\$8,462.66 CAP PROJ - SEWER, LIFT STATION #2
Whitaker010313	Whitaker Construction Group, Inc	Lift Station #2 Progress Payment	1/3/2013	140697	\$12,022.52 CAP PROJ - SEWER, LIFT STATION #2
					<u>\$296,291.35</u>

City of Morro Bay

Accumulated Transaction Listing

From Date: 7/1/2012 - To Date: 2/28/2013

G/L Date	Journal	Description	Source	Check No	Actual Balance
Williams101912	Williams Concrete & Gen Eng	New Concrete Drive Approach - Terra and Sandilewood	10/19/2012	140113	\$2,516.00 WATER
Williams021313	Williams Concrete & Gen Eng	Concrete Improvements on Ironwood Ave.	2/13/2013	141087	\$3,200.00 WATER
					<u>\$5,716.00</u>



AGENDA NO: D-1

MEETING DATE: March 12, 2013

Staff Report

TO: Honorable Mayor and City Council DATE: March 5, 2013

FROM: Rob Livick, PE/PLS - Public Services Director/City Engineer

SUBJECT: Initiation of the Process to Consider the Abandonment (vacation) of a Portion of the Public Right of Way Westerly of the Existing Back of Curb of Toro Lane, Between Yerba Buena and North Point Subdivision, using the Procedures Provided by the California Streets and Highways Code, Section 8300 et seq. (Greg Frye, 3420 Toro Lane, Applicant)

RECOMMENDATION

Adopt Resolution Number 18-13, a Resolution of Intention to abandon a portion of Toro Lane; finding that the right-of-way abandonment is consistent with the General Plan no longer needed for its intended purpose, setting the date for the public hearing ordering the final abandonment; and approving the Coastal Development Permit and Environmental Determination.

FISCAL IMPACT

Toro Lane is one of the only pieces of City Right of Way that is owned by the City in fee. Being that it is owned in fee, the City can choose to sell the property, once abandoned. Prior to the sale, the City would need to determine the fair market value for the property and negotiate a sales price with the potential buyer. Additionally, once abandonment is complete and sold, this portion of Toro Lane no longer requires City resources for maintenance activities, i.e. weed abatement. Furthermore, once the right of way is abandoned and sold the benefiting properties may be subject to increased property taxes, thus increasing the amount of revenue to the City.

BACKGROUND

At the January 16, 2013 Planning Commission meeting staff brought forward this request to abandon a portion of Toro Lane, however it did not include a request for a Coastal Development Permit. Staff was informed by the California Coastal Commission that the project would require a Coastal Permit; therefore staff brought back the abandonment request to the Planning Commission along with a new request for a Coastal Development Permit. That action was recommended for approval to the City Council with the adoption of Planning Commission Resolution 02-13.

Staff has included for your information the previous Planning Commission staff reports along

Prepared by: RL Dept. Review: CJ/KW

City Manager Review: _____

City Attorney's Review: _____

with the minutes from the January 16 and February 6, 2013 meetings. Please note that the address of project had been incorrectly advertised as 3450 Toro; the address is actually 3420 Toro Lane.

DISCUSSION

The State of California Streets and Highways Code §8300 et seq, Public Streets, Highways, and Service Easements Vacation Law contains procedures under which a local agency can vacate or abandon its Rights-of-Ways. The Code requires that if the proposed abandonment of a street, highway, or public service easement is within an area for which a General Plan is adopted by a local agency, the legislative body of the public entity shall consider the General Plan prior to vacating the street, highway, or public service easement. The City Council should be aware that the California Streets and Highways Code requires that a street vacation (abandonment) be done in the interest of the public and not an individual property owner.

The applicant has proposed to abandon the excess right of way westerly of the existing curb line from Yerba Buena Street to the prolongation of the northerly property line of the applicant's parcel, approximately 234-feet using §8300 et seq of the *California Streets and Highways Code*. If this abandonment is approved and moves forward, staff recommends to extend the limit of abandonment approximately 145-feet to the North, to the beginning of the private section of Toro Lane that was previously abandoned with Tract 2110 (North Point). Additionally, staff recommends the reservation of a public pedestrian and utility easement 15-feet in width along and adjacent to the existing street improvements.

The portion of the street for proposed abandonment has never been developed for street purposes and would be challenging to do so due to the topography and existing natural drainage features. Once the abandonment is complete the adjoining lots can be reconfigured for more orderly development and potentially eliminating a non-standard "Flag Lot" through future lot line adjustment.

Discussion at the Planning Commission meeting included public comment that the area proposed for abandonment is preserved for the development of a parking lot. It is the professional opinion of staff that the development of a parking lot is not feasible within the excess right of way due to the parcel configuration and topography. The portion of the proposed abandonment area that is relatively flat is the narrowest portion of the area, being less than 20-feet in width, less than the required parking space length. The wider portion of the proposed abandonment contains slopes ranging from 10 to 25-percent which could result in significant fill in this area or difficulty in meeting accessibility requirements.

The Planning Commission has reviewed the proposed street abandonment for consistency with the City's General Plan and Local Coastal Plan and recommends the abandonment, the approval the Coastal Development Permit and Environmental Determination through the adoption of Planning Commission Resolution 02-13.

Notice of this item is published in the agenda and posted at the required locations. Prior to proceeding to Public Hearing the site will be noticed pursuant to the California Streets and Highways Code. Additionally, all property owners and residents of record within 300 feet of the subject site will be notified of the public hearing and invited to voice any concerns.

CONCLUSION

The proposal can be found consistent with the California Streets and Highways Code, the City's General Plan/Local Coastal Plan and the California Coastal Act. In addition, the proposal is exempt pursuant to State CEQA guidelines. Based on these facts, staff finds that all required findings can be made to continue the abandonment process and therefor recommends approving City Council Resolution 18-13.

ATTACHMENTS

1. Vicinity Map
2. Information from the project representative received February 22, 2013.
3. Planning Commission Resolution, Minutes, and Staff Report

RESOLUTION NO. 18-13

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MORRO BAY, CALIFORNIA,
ADOPTING A RESOLUTION OF INTENTION TO ABANDON
A PORTION OF TORO LANE
E00-103 (Frye)**

WHEREAS, the Morro Bay City Council held a public meeting in the Veterans Memorial Building located at 209 Surf Street, Morro Bay, California, on March 12, 2013 for the purpose of considering application E00-103, a request to abandon a portion of Toro Lane; and

WHEREAS, the Planning Commission of the City of Morro Bay also conducted a public hearing in the Veterans Memorial Building located at 209 Surf Street, Morro Bay, California, on January 16, 2013 and February 6, 2013 for the purpose of considering application E00-103, a request to abandon a portion of Toro Lane; and

WHEREAS, said public hearing was for the purpose of formulating and forwarding recommendations to the City Council of the City of Morro Bay regarding the abandonment; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the Planning Commission and City Council has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

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

Section 1. Findings. Based upon all the evidence, the City Council makes the following findings, as recommended by the Planning Commission, in support of the intention to abandon a portion of Toro Lane:

1. The proposed right-of-way abandonment is consistent with the General plan because the portion proposed for abandonment is no longer needed for present or future public purposes as fee title right of way.
2. Widening of the public street further to the west would serve no public purpose and could create significant environmental impacts since property to the southeast abuts lands with significant slope.
3. The right-of-way abandonment will benefit the general public by a more orderly development of the adjoining parcels and adds property to the tax rolls.
4. The proposed right-of-way abandonment is categorically exempt from environmental review under Section 15305 of the California Environmental Quality Act.

Section 2. Conditions. The City Council does hereby intend to abandon a portion of Toro Lane, subject to the following conditions and code requirements:

1. The new monuments set to describe the Toro Lane Right of Way and the adjoining property comers for all affected parcels shall be documented by a Record of Survey or other appropriate instrument.
2. The exhibit showing future property lines providing dimensions of the areas to be abandoned to the adjacent parcels and new parcel areas be prepared by the applicant for Council action.
3. Private utility companies shall receive additional notice of intention to abandon (vacate) prior to the City Council hearing.
4. The abandonment shall include the following reservations:
 - a. The reservation of an easement to the various public utilities and right at any time, or from time to time, to construct, operate, maintain, replace, remove and renew public utility facilities including sanitary sewers, storm drains, water lines, recycled water lines, street lights, fire hydrants, utility boxes, valves, wires, cables and appurtenances in, upon, and over the area 15-feet in width and parallel with the existing end of improvements (curb or edge of pavement) for the length of the proposed abandonment, including access to protect these works from all hazards.
 - b. The reservation of an easement for public pedestrian purposes being 15-feet in width and parallel with the existing end of improvements (curb or edge of pavement) for the length of the proposed abandonment.

Section 3. Public Hearing. The City Council does hereby set the date for the public hearing, to consider the final abandonment order, consider the Coastal Development Permit and approve the environmental determination for the portion of Toro Lane requested for abandonment, for April 23, 2013 at the Veterans Memorial Building located at 209 Surf Street, Morro Bay, California.

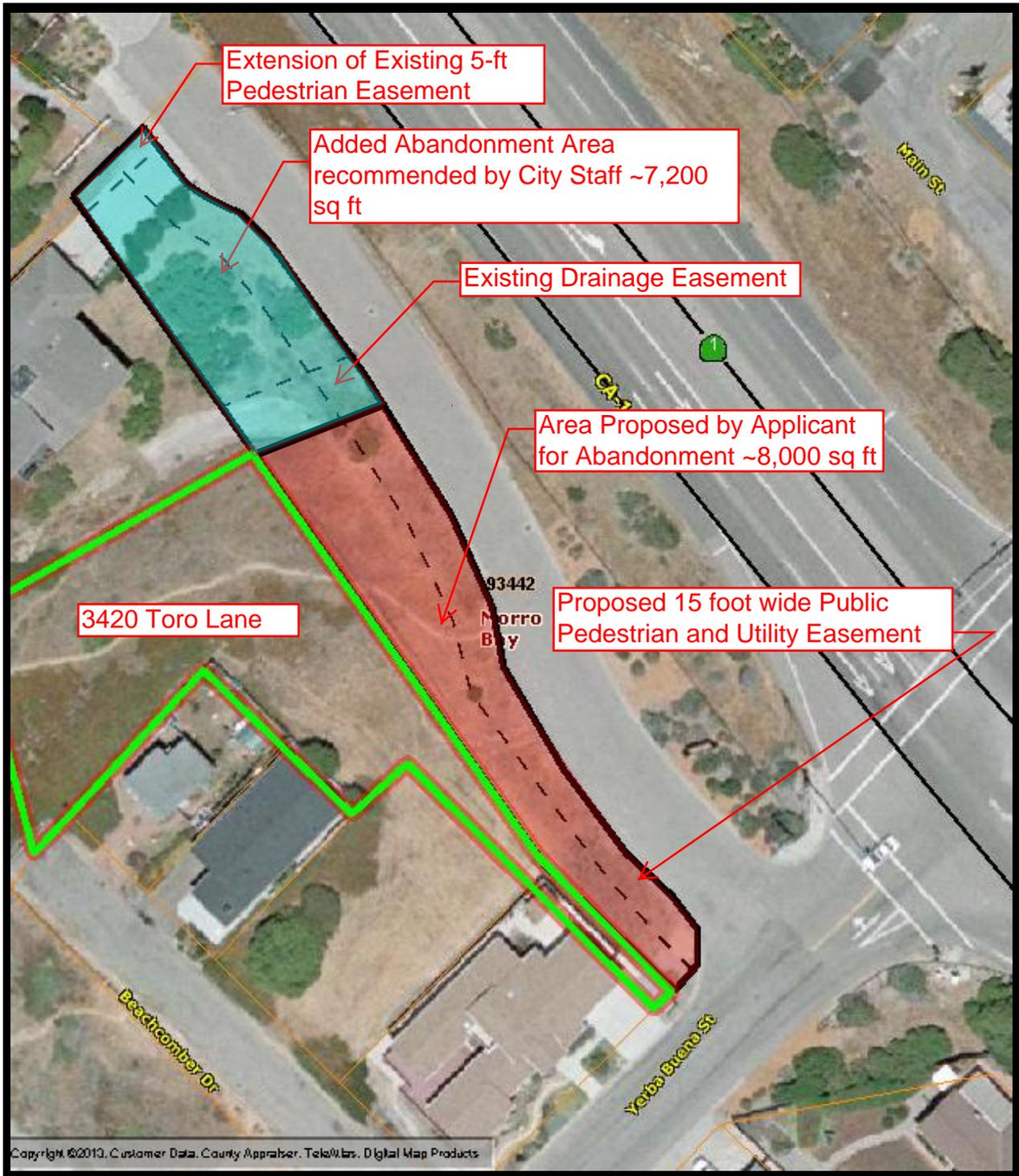
PASSED AND ADOPTED by the City Council of the City of Morro Bay at a regular meeting thereof held on the 12th day of March, 2013 on the following vote:

AYES:
NOES:
ABSENT:

JAMIE L. IRONS, Mayor

ATTEST:

JAMIE BOUCHER, City Clerk



Proposed Toro Lane Partial Abandonment E00-103 (Frye)



60 ft
CityGIS

Sale of the abandoned property at 3420 Toro lane

City council members, thank you for allowing me to meet with most of you over the past few weeks. Please take a moment to review my thoughts on the matter of the abandonment of the surplus city land.

Below are what I feel are the pro's for the abandonment:

1. Divestment of land that has been unused and unmaintained for well over 50 years, from the time Hwy 1 was improved.
2. Maintenance and liability of this land is transferred to the new owner(s) from the city. Beautification via landscaping will add value to the community.
3. Generate immediate revenue by the sale
4. Generate future revenue from additional property taxes, enhanced by development of the property.
5. Future uses remain available by the easements set by the city. (parking, bike staging area, etc)
6. Four property owner's benefit from the sale (Frye, Nakata, St. Clair and Coomer) while the city keeps options open via the easement. (We plan to sell the property adjacent to our 2 southerly neighbors and have a preliminary agreement regarding this.)

City council members, please reflect on the following questions as you make a decision on the sale of the surplus land.(abandonment area)

1. What are the actual and feasible future uses for this surplus property?
Do these uses fit within the ambiance of the neighborhood?

RECEIVED
City of Morro Bay

FEB 22 2013

Administration

2. What portions of the surplus land are usable? Evaluate slope and ESH setbacks. (see the topographical maps attached)
3. What will be the cost to the city to build out the proposals ?(specifically parking)
4. Is the easement adequate for the proposed future uses ? (parking)
5. Can you sell the land with it's easement and still allow for proposed future uses?

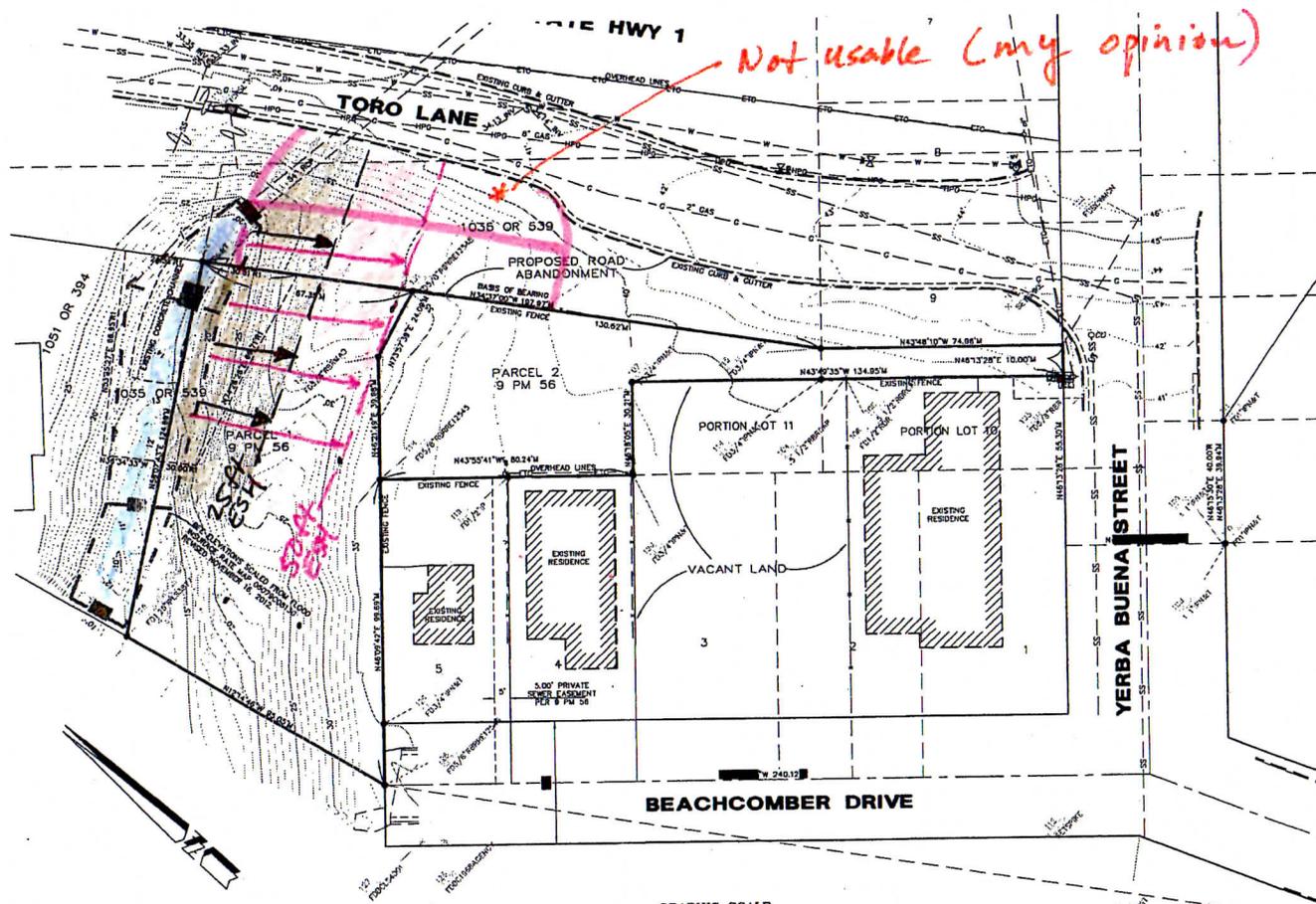
I have considered all of these items and feel that the sale offers a mutually beneficial agreement.

One more item to consider, once we build our residence, we will have no interest in this property. We would have no interest in additional costs, maintenance, liability or additional property taxes. Our interest is simply to build further back on parcel 1 and once we build there is no reason to purchase the adjacent land.

Furthermore, if the city chooses to hold this land, it is our expectation that the city council and those concerned citizens would push forward with the plans to use this land for parking or another use. It would be a shame to let it remain in it's current condition for the foreseeable future.

Thank you ,

Greg Frye



FLOOD ZONE:
A PORTION OF PARCEL 1 LIES WITHIN ZONE AE, BASED ON FDMA FLOOD INSURANCE MAP 06079C00130, REVISED NOVEMBER 16, 2012.

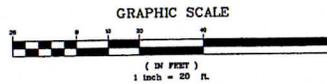
SURVEYOR'S STATEMENT:

THIS MAP REPRESENTS A FIELD SURVEY OF SURFACE FEATURES AND ELEVATIONS PERFORMED ON NOVEMBER 8, 2012.

MICHAEL B. STANTON, PLS 5702 DATE



BEACHCOMBER DRIVE



SYMBOL LEGEND:

- | | | | |
|-----|----------------------|---|-------------------|
| —x— | FENCE LINE | — | RETAINING WALL |
| —S— | SEWER MAIN | □ | POAC BOX |
| —W— | WATER MAIN | □ | GAS METER |
| —G— | GAS MAIN | □ | TELEPHONE BOX |
| —E— | ELEC/TELEPHONE/CABLE | □ | SIGNAL BOX |
| —O— | OVERHEAD ELECTRIC | □ | CABLE T.V. BOX |
| ○ | DROP INLET AT CURB | ○ | ELECTRIC BOX |
| ○ | DROP INLET | ○ | TELEPHONE MANHOLE |
| ○ | STORM DRAIN MANHOLE | ○ | STREET LIGHT |
| ○ | FIRE HYDRANT | ○ | JOINT POLE |
| ○ | WATER WELL | ○ | POWER POLE |
| ○ | WATER VALVE | ○ | FINISH FLOOR |
| ○ | WATER METER | ○ | FACE OF WALL |
| ○ | SEWER MANHOLE | ○ | HOUSE COR |
| ○ | SEWER CLEANOUT | ○ | CRASS |
| | | ○ | GM GAS METER |
| | | ○ | IP IRON PIPE |

ABBREVIATIONS

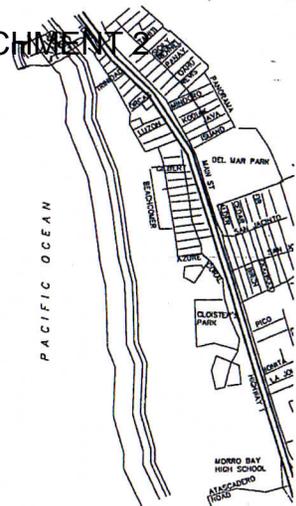
- | | | | |
|------|------------------------|-----|-----------------------------|
| AC | ASPHALT CONCRETE | IP | IRON PIPE |
| AR | ANGLE IRON | CB | CORNER BREAK |
| BM | BENCH MARK | GM | GAS METER |
| BLDG | BUILDING | HPC | HIGH PRESSURE GAS |
| BW | BACKS OF WALK | HP | HIGH POINT |
| CD | CATCH BASIN | LI | LIGHT |
| CF | CURB FACE | LM | MANHOLE |
| CO | CLEAN OUT | PP | POWER POLE |
| COL | COLUMN | PVC | POLYVINYL PIPE |
| COR | CORNER | RCR | REINFORCED CONCRETE PIPE |
| CORC | CORNER | RIO | RIGID CORRUGATED METAL PIPE |
| CMP | CORRUGATED METAL PIPE | SD | STORM DRAIN |
| CMU | CONCRETE MASONRY UNITS | SL | SLOPE ON SLOPE |
| CRN | CROWN OF STREET | SEW | SEWER |
| CR | CURB | STR | STEP |
| EC | EXISTING GRADE | STW | STAIRS |
| ED | EDGE OF PAVEMENT | TOP | TOP OF SLOPE |
| FD | FOUND | TOP | TOP OF SLOPE |
| FL | FLOW LINE | TW | TOP OF WALL |
| FF | FINISH FLOOR | W | WATER |
| FW | FACE OF WALL | WL | WALL |
| HSE | HOUSE COR | WM | WATER METER |
| CR | CRASS | WV | WATER VALVE |
| GM | GAS METER | | |
| IP | IRON PIPE | | |

BENCH MARK:
THE BENCH MARK FOR THIS PROJECT IS A FOUND CALTRANS 1" IRON PIPE "N 31.04", 227.00 FEET SOUTHERLY OF THE CENTERLINE OF YERBA BUENA STREET, 3.00 FEET SOUTHERLY OF CONCRETE POST AND 13.38 FEET WESTERLY OF CHAIN LINK FENCE.
ELEVATION=48.74' NAVD 88

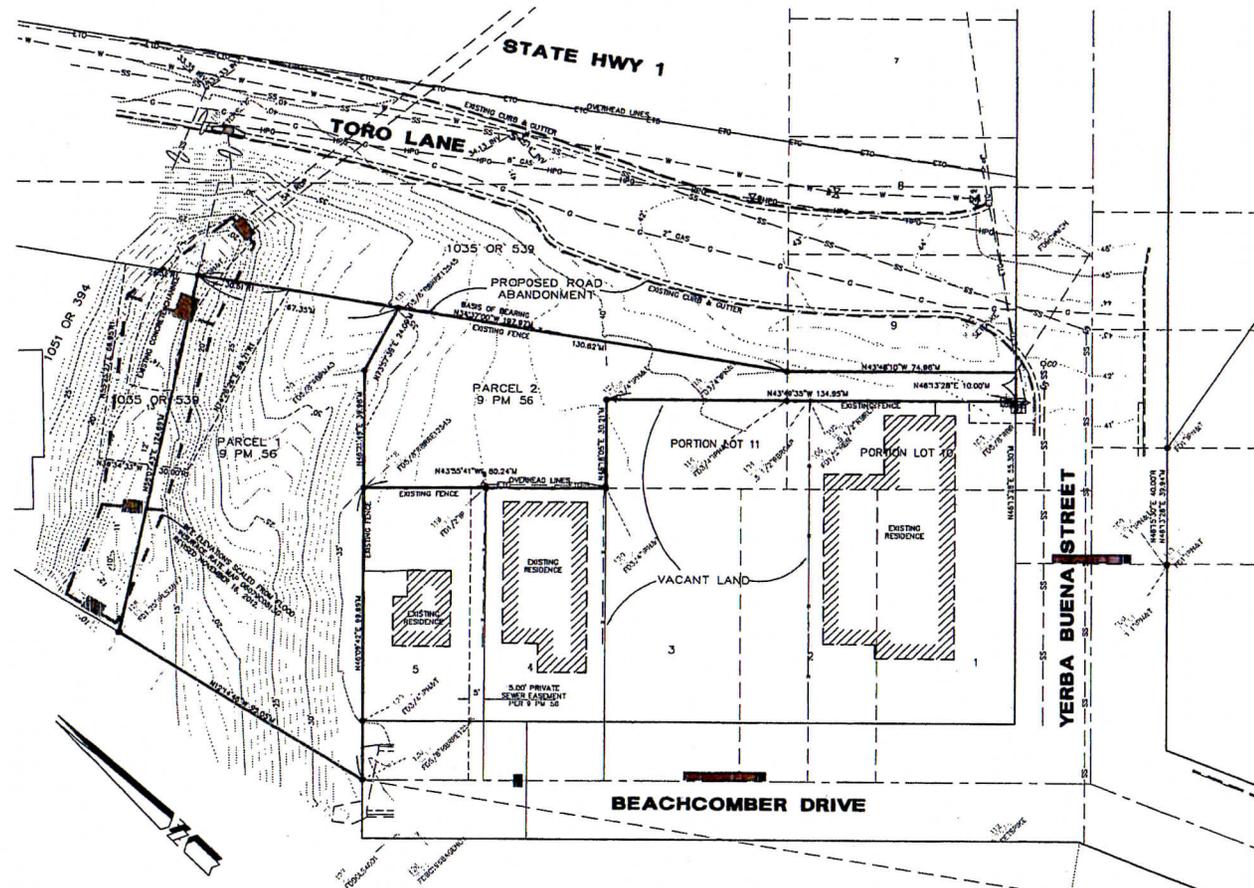
BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PROJECT IS BASED ON FOUND MONUMENTS ALONG THE NORTH-EASTERLY LINES OF PARCELS 1 & 2 BEARING N 34° 37' 00" W.

M:\12-168 Toro Lane-Morris Box-City-Toro Lines-Info.dwg, 24x36, Nov 15, 2012 2:50pm, blackwell

 Drainage ditch -
 Apprx 25 ft ESH setbacks
 Apprx 50 ft ESH setbacks



VICINITY
NOT TO SC

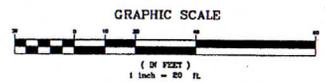


FLOOD ZONE:
A PORTION OF PARCEL 1 LIES WITHIN ZONE AE, BASED ON FEMA FLOOD INSURANCE MAP 06078C02JG, REVISED NOVEMBER 16, 2012.

SURVEYOR'S STATEMENT:
THIS MAP REPRESENTS A FIELD SURVEY OF SURFACE FEATURES AND ELEVATIONS PERFORMED ON NOVEMBER 8, 2012.



MICHAEL B. STANTON, PLS 5702 DATE



SYMBOL LEGEND:

—#—	FENCE LINE	—○—	RETAINING WALL
—S—	SEWER MAIN	—□—	POLE BOX
—W—	WATER MAIN	—G—	GAS METER
—G—	GAS MAIN	—T—	TELEPHONE BOX
—E—	ELEC/TELEPHONE/CABLE	—S—	SIGNAL BOX
—O—	OVERHEAD ELECTRIC	—C—	CABLE T.V. BOX
—D—	DROP INLET AT CURB	—E—	ELECTRIC BOX
—R—	DROP INLET	—M—	TELEPHONE MANHOLE
—S—	STORM DRAIN MANHOLE	—L—	STREET LIGHT
—H—	FIRE HYDRANT	—J—	JOINT POLE
—W—	WATER WELL	—P—	POWER POLE
—M—	WATER VALVE	—O—	OUT WIRE
—M—	WATER METER		
—S—	SEWER MANHOLE		
—O—	SEWER CLEANOUT		

ABBREVIATIONS

AC	ADJUSTED CONCRETE	RF	IRON PIPE
AP	ANGLE POINT	SB	GRADE BREAK
BM	BENCH MARK	GM	GAS METER
BLDG	BUILDING	HPG	HIGH PRESSURE GAS
BW	BACK OF WALK	HP	HIGH POINT
CB	CATCH BASIN	LI	LOW POINT
CF	CURB FACE	LP	LOW POINT
CO	CLEAN OUT	MP	METER POINT
COL	COLUMN	MS	MASONRY
CON	CONCRETE	PC	POST AND RAIL
CONC	CONCRETE	RF	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE	RIO	RADIUS
CMU	CONCRETE MASONRY UNITS	SD	STORM DRAIN
CN	CROWN OF STREET	SL	SLOPE ON SLOPE
DI	DROP INLET	SN	SEWER
EG	EXISTING GRADE	STP	STEP
EDG	EDGE OF PAVEMENT	STR	STRONG
FD	FOUND	TS	TOP OF SLOPE
FL	FLOW LINE	TR	TOP OF WALL
FF	FRESH FLOOR	TW	TOP OF WALL
FFW	FACE OF WALL	W	WALL
FL	FACE OF WALL	WM	WATER METER
HSE	HOUSE CORNER	WS	WATER VALVE
CR	CRACK		
GM	GAS METER		
IP	IRON PIPE		

BENCH MARK:
THE BENCH MARK FOR THIS PROJECT IS A FOUND CALTRANS 1" IRON PIPE "W 31.84" 227.00 FEET SOUTHWEST OF THE CENTERLINE OF YERBA BUENA STREET, 3.88 FEET SOUTHWEST OF CONCRETE POST AND 13.38 FEET WESTERLY OF OWN LINK FENCE.
ELEVATION=48.74' NAVD 88

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PROJECT IS BASED ON FOUND MONUMENTS ALONG THE NORTHEASTERN LINES OF PARCELS 1 & 2 BEARING N 34° 37' 00" W.

SITE DATA
ADDRESS: 10801 I
ASSESSOR'S PAR

TOI
PARCELS 1 & 2
FILE
IN THE C



Please note the degree of slope adjacent to Parcel 1 and 2 and Toro lane. This helps determine usable land at least for the city.

M:\17-168 Toro Lane-Morro Bay\17-Toro Lane-Topo.dwg, 24X36, Nov 15, 2012 2:50pm, Bstewart



AGENDA NO: B-2
 Meeting Date: February 6, 2013

Staff Report

TO: Planning Commissioners **DATE:** January 31, 2013

FROM: Rob Livick, PE/PLS – Public Services Director/City Engineer

SUBJECT: Request for a Coastal Development Permit (CP0-391) to allow the abandonment of a portion of the public right of way westerly of the existing back of curb of Toro Lane, between Yerba Buena and North Point Subdivision, using the procedures provided by the California Streets and Highways Code, Section 8300 et seq. (Greg Frye, 3420 Toro Lane, Applicant)

RECOMMENDATION

CONDITIONALLY APPROVE THE PROJECT by making the following motion:

- A. Adopt the Findings included as Exhibit “A”;
- B. Conditionally Approve Coastal Development Permit (#CP0-391) subject to the Conditions included in Resolution Number 02-13;
- C. Adopt Planning Commission Resolution Number 02-13, modifying Resolution Number 01-13, finding that the right-of-way abandonment is consistent with the General Plan and recommend that the City Council adopt a resolution of intention of the abandonment with findings and conditions.

BACKGROUND

At the January 16, 2013 Planning Commission meeting staff brought forward this request to abandon a portion of Toro Lane, however it did not include a request for a Coastal Development Permit. Staff was informed by the California Coastal Commission that the project would require a Coastal Permit; therefore staff has brought back the abandonment request along with a new request for a Coastal Development Permit.

Staff has included for your information the previous Planning Commission staff report from the January 16 meeting. In addition, staff has included the findings for the approval of the Coastal Development Permit. Please note that the address of project was incorrectly advertised as 3450 Toro when the address is actually 3420 Toro, this has been corrected with the current noticing and this staff report.

Prepared by: RL Dept. Review: KW/CI

Page 2
February 6, 2013
Planning Commission Staff Report

Analysis:

In order to approve a Coastal Development Permit for land located between the first road and the sea, the City must be able to make the finding that the project as proposed is consistent with Chapter 3 of the California Coastal Act regarding public access and recreation. In particular, a focus of this chapter is access to the sea via a public roadway to the shoreline; the project under consideration (abandonment of a portion of Toro Lane) will not restrict or change the public's access to the sea in this area. The abandonment will eliminate unused public right of way width but will not affect access in the vicinity including the access to the shoreline via Beachcomber. Exhibit 1 of the January 16 Planning Commission staff report shows that there is both a trail over land to the sea as well as access via Beachcomber Street.

Conclusion:

The proposal can be found consistent with the California Streets and Highways Code, the City's General Plan/Local Coastal Plan and the California Coastal Act. In addition, the proposal is exempt pursuant to State CEQA guidelines. Based on these facts, staff finds that all required findings can be made to recommend both the Abandonment and the Coastal Development Permit to the City Council for approval.

EXHIBIT A

FINDINGS

SITE: 3420 TORO LANE

Request for a Coastal Development Permit (CP0-391) to allow the abandonment of a portion of the public right of way westerly of the existing back of curb of Toro Lane, between Yerba Buena and North Point Subdivision, using the procedures provided by the California Streets and Highways Code, Section 8300 et seq. (Greg Frye, 3420 Toro Lane, Applicant)

California Environmental Quality Act (CEQA)

A. Pursuant to the California Environmental Quality Act the project as proposed is Categorically Exempt Section 15305. Class 5 consists of minor alterations in land use limitations in areas with an average slope less than 20% which do not result in any changes in land use or density.

The project as proposed is the abandonment of approximately 15,260 square foot area (see Exhibit 1 of the January 16 Planning Commission staff report). The area abandoned will be offered to adjacent parcels to be combined with each existing parcel, the area abandoned will not be a parcel that can be developed independently. The project area is bounded by developed and undeveloped residential properties, a drainage channel (ESH) and part of a developed City roadway. The road serves as the main entry to North Point development and the North Point natural area (Park).

Coastal Development Permit Findings

B. In order to approve any coastal development permit the findings of the Planning Commission shall be that the approved or conditionally approved project is consistent with the applicable provisions of the certified Local Coastal Program. For every development between the nearest public road and the sea or the shoreline or any body of water, the Planning Commission shall make a specific finding that such development is in conformity with the public access and public recreation policies of Chapter 3 of the California Coastal Act.

The proposed project is consistent with all provision of Title 17 and the Local Coastal Plan. The project is located between the nearest public road and the sea and therefore the project has been reviewed for consistency with the public access and public recreation policies of Chapter 3 of the California Coastal Act and was found to be in compliance.

RESOLUTION NO. 02-13
A RESOLUTION OF THE MORRO BAY PLANNING
COMMISSION RECOMMENDING APPROVAL TO THE CITY
COUNCIL TO ADOPT A RESOLUTION OF INTENTION TO ABANDON
A PORTION OF TORO LANE
E00-103 (Frye)

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing in the Veterans Memorial Building located at 209 Surf Street, Morro Bay, California, on January 16, 2013 for the purpose of considering application E00-103, a request to abandon a portion of Toro Lane; and

WHEREAS, the Planning Commission of the City of Morro Bay did adopt Resolution 01-13 at said January 16, 2013 meeting; and

WHEREAS, it was determined that a Coastal Development Permit was required to process a Street Vacation (Abandonment); and

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing in the Veterans Memorial Building located at 209 Surf Street, Morro Bay, California, on February 6, 2013 for the purpose of considering the Abandonment Application (#E00-103) and Coastal Development Permit (#CP0-391), a request to abandon a portion of Toro Lane; and

WHEREAS, said public hearing was for the purpose of formulating and forwarding recommendations to the City Council of the City of Morro Bay regarding the abandonment; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the Planning Commission has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

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

Section 1. Findings. Based upon all the evidence, the Commission makes the following findings in support of the intention to abandon of a portion of Toro Lane as a recommendation to City Council:

1. The proposed right-of-way abandonment is consistent with the General plan because the portion proposed for abandonment is no longer needed for present or future public purposes as fee title right of way.
2. Widening of the public street further to the west would serve no public purpose and could create significant environmental impacts since property to the southeast abuts lands with significant slope.
3. The right-of-way abandonment will benefit the general public by a more orderly development of the adjoining parcels and add property to the tax rolls.
4. The proposed right-of-way abandonment is categorically exempt from environmental review under Section 15305 of the California Environmental Quality Act.

Section 2. Recommendation. The Planning Commission does hereby approve and Coastal Development Permit (#CP0-391) and adopt Resolution 02-13 modifying Resolution 01-13 and recommend that the City Council adopt a *resolution of intention* to abandon (vacate) the westerly portion of Toro Lane, subject to the following conditions and code requirements:

1. The new monuments set to describe the Toro Lane Right of Way and the adjoining property corners for all affected parcels shall be documented by a Record of Survey or other appropriate instrument.
2. The recordable exhibit, showing future property lines shall indicate dimensions of the areas to be abandoned to the adjacent parcels and new parcel areas, be prepared by a Licensed Land Surveyor at the applicant's cost for Council action.
3. Private utility companies shall receive additional notice of intention to vacate prior to the City Council hearing.
4. The abandonment resolution of the City Council shall include the following reservations:
 - a. The reservation of an easement and right at any time, or from time to time, to construct, operate, maintain, replace, remove and renew public utility facilities including sanitary sewers, storm drains, water lines, recycled water lines, street lights, fire hydrants, utility boxes, valves, wires, cables and appurtenances in over and across the area to be vacated, including access to protect these works from all hazards in, upon, and over the area 15-feet in width and parallel with the existing end of improvements (curb or edge of pavement) for the length of the proposed abandonment.
 - b. The reservation of an easement for public pedestrian purposes being 15-feet in width and parallel with the existing end of improvements (curb or edge of pavement) for the length of the proposed abandonment.

- c. Informational note: although the abandonment may result in additional property to be deeded back to adjacent contiguous properties, the abandonment does not constitute creation of a separate lot or a potential future subdivision.

On motion by Commissioner _____, seconded by Commissioner _____ and on the following roll call vote to wit:

AYES:
NOES:
REFRAIN: None
ABSENT: None

The foregoing resolution was passed and adopted this 6th day of February, 2013.

Rob Livick, PE/PLS - Secretary
Planning Commission



AGENDA NO: _____

Meeting Date: January 16, 2013

Staff Report

TO: Planning Commissioners

DATE: January 9, 2013

FROM: Rob Livick, PE/PLS – Public Services Director/City Engineer

SUBJECT: Request for abandonment of a portion of the public right of way westerly of the existing back of curb of Toro Lane, between Yerba Buena and North Point Subdivision, using the procedures provided by the California Streets and Highways Code, Section 8300 et seq. (Greg Frye, 3450 Toro Lane, Applicant)

RECOMMENDATION

Adopt Planning Commission Resolution Number 01-13, finding that the right-of-way abandonment is consistent with the General Plan and recommend that the City Council adopt a resolution of intention of the abandonment with findings and conditions.

SUMMARY

The State of California Streets and Highways Code §8300 et seq, Public Streets, Highways, and Service Easements Vacation Law contains procedures under which a local agency can vacate or abandon its Rights-of-Ways. The Code requires that if the proposed abandonment of a street, highway, or public service easement is within an area for which a General Plan is adopted by a local agency, the legislative body of the public entity shall consider the General Plan prior to vacating the street, highway, or public service easement.

The applicant has proposed to abandon the excess right of way westerly of the existing curb line from Yerba Buena Street to the prolongation of the northerly property line of the applicant's parcel, approximately 234-feet using §8300 et seq of the *California Streets and Highways Code*. If this abandonment is approved, staff recommends to extend the limit of abandonment approximately 145-feet to the North, to the beginning of the private section of Toro Lane that was previously abandoned with Tract 2110 (North Point). The portion of the street for proposed abandonment has never been developed for street purposes and would be challenging to do so due to the topography and existing natural drainage features. Once the abandonment is complete the adjoining lots can be reconfigured for more orderly development and potentially eliminating a non-standard "Flag Lot" through future lot line adjustment.

The Planning Commission's role is to review the proposed street abandonment for consistency with the City's General Plan and to make a recommendation to the City Council. The Planning Commission should be aware that the California Streets and Highways Code requires a street vacation (abandonment) be done in the interest of the public and not an individual property owner. The Council will consider whether to adopt a "Resolution of Intention," which would set

Prepared by: RL Dept. Review: KW/CI

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January 16, 2013
Planning Commission Staff Report
Initiation of the process to consider the abandonment of a portion of Toro Lane

a public hearing to consider the matter of final abandonment. If passed, a final "Resolution of Abandonment" will be adopted and recorded with the County Recorder.

Data Summary:

Applicant/Representative: Greg Frye

Property Owner: City of Morro Bay

Zoning: R-1/S2a

General Plan Designation: Moderate Density Residential and Environmentally Sensitive Habitat

Coastal Designation: Coastal Appeals Area (Abandonments not Subject to a Coastal Permit)

Environmental Status: Categorically exempt under Class 5, Minor Alterations in Land Use Limitations (Section 15305 of the CEQA Guidelines)

Site Description

The total area of proposed abandonment is approximately 15,260 square foot area (see Attachments 1 and 2). The project area is bounded by developed and undeveloped residential properties, a drainage channel (ESH) and part of a developed City roadway. The road serves as the main entry to North Point development and the North Point natural area (Park).

Project Description

The proposed project is a General Plan consistency determination on a requested abandonment of a portion of public right-of-way known at the Toro Lane (Exhibit 1).

DISCUSSION

In order to abandon the right-of-way, the California Streets and Highways Code requires that the Planning Commission determine whether the abandonment is consistent with the City's General Plan. This means that a determination needs to be made on whether the right-of-way will be needed for present or future public circulation purposes. In addition, continued access to any City or public utility services and improvements needs to be properly preserved.

Toro Lane is designated as residential local street in the Circulation Element of the General Plan. Toro Lane was acquired by the County of San Luis Obispo from the State of California on October 28, 1963 as a relinquishment of property not required for the construction of the Highway 1 Freeway construction. Upon incorporation this "fee title" right of way transferred to the City of Morro Bay. Toro Lane served as a "frontage" road to the freeway providing access to those parcels that previously accessed Highway 1 directly.

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January 16, 2013
Planning Commission Staff Report
Initiation of the process to consider the abandonment of a portion of Toro Lane

Unless the rights-of-way are owned in fee by the City, the underlying property reverts back to the adjacent property owners when abandoned. According to the documents submitted by the applicant, and verified by staff, the rights-of-way are owned in fee by the City, and after or concurrent with abandonment, the property will need to be declared as surplus and potentially sold at its market rate.

If the Council determines that the right-of-way should be abandoned, easements must be reserved for public and private utilities to the satisfaction of the City and the respective utility companies. These easements will insure that the affected local utilities retain rights to repair and service their facilities within the area proposed for abandonment. Staff supports the proposed abandonment, subject to reservation of necessary easements. The right-of-way abandonment proposal was sent to the local utility companies for their review and comment. Other interested parties will be given another opportunity to comment during the abandonment process prior to final City Council approval. Staff finds that the proposed right-of-way abandonment will not adversely impact existing or future public utilities in the immediate area or in the City as a whole provided the required easements are dedicated. Therefore, staff recommends a condition be included as follows: "Reservation of an 15-foot wide public pedestrian and utility easement be reserved" to protect the rights of the City for future but unlikely need for a sidewalk along the westerly side of Toro Lane and if there is a need to place future utilities within the abandoned area.

Notice of this item is published in the agenda and posted at the required locations. Prior to preceding to Public Hearing the site will be noticed pursuant to the California Streets and Highways Code, additionally, while not required by law, all property owners of record within 300 feet of the subject site will be notified of the public hearings and invited to voice any concerns. As of December 9, 2012 the City has received one objection to the proposed abandonment, attached as Exhibit 3.

CONCLUSION

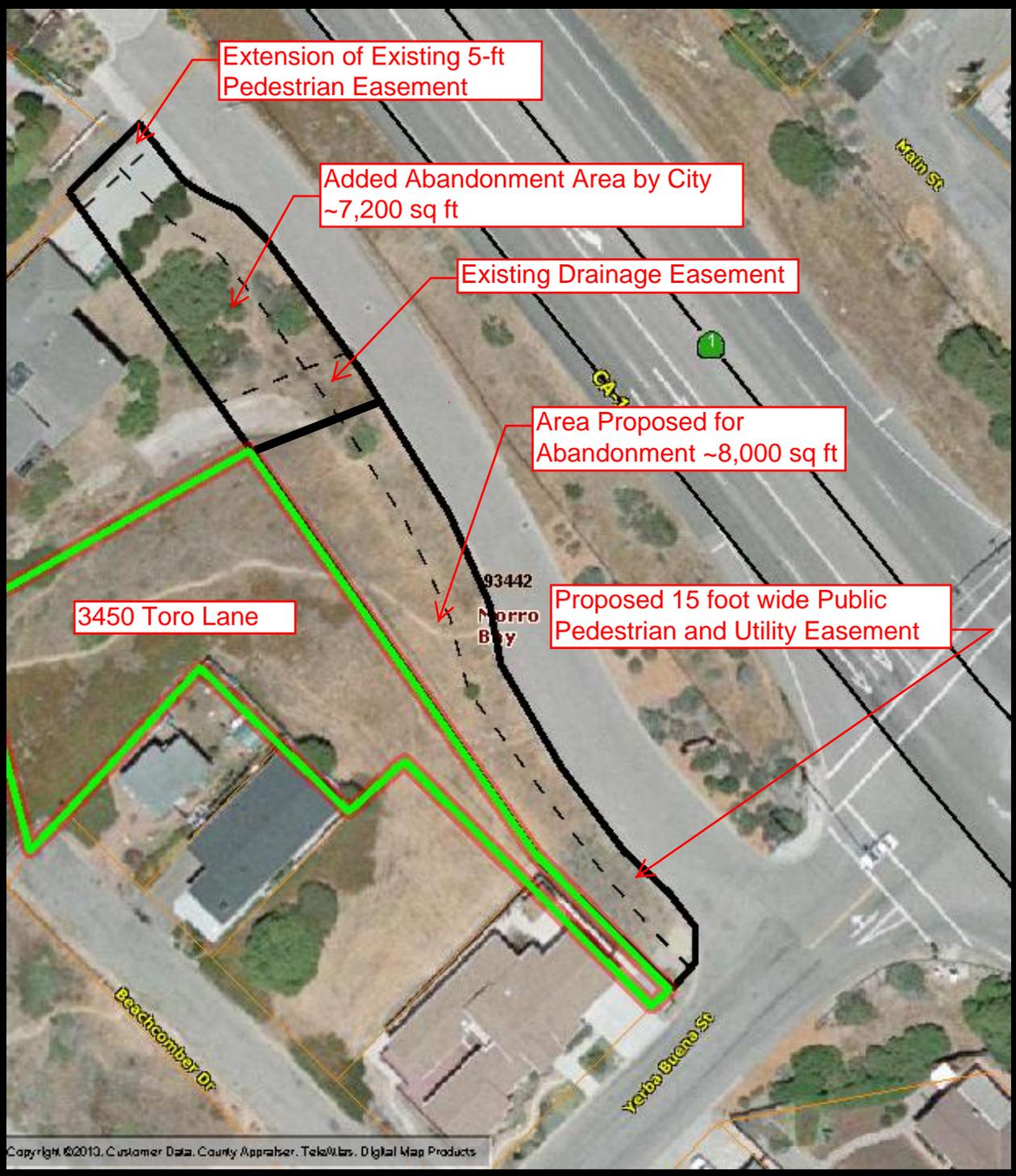
The proposal can be found consistent with the California Streets and Highways Code and the City's General Plan. The proposal is exempt pursuant to State CEQA guidelines, and it appears that all of the required findings can be made to recommend abandonment to the City Council for approval.

ALTERNATIVES

1. Recommend denial of the abandonment, based on findings of inconsistency with the General Plan or other policies.
2. Continue the abandonment if additional information is needed, with specific direction given to staff.

Exhibits:

1. Proposed Toro Abandonment Exhibit
2. Draft Planning Commission Resolution Recommending Abandonment
3. Correspondence



Proposed Toro Lane Partial Abandonment E00-103 (Frye)



60 ft
CityGIS

RESOLUTION NO. 01-13
A RESOLUTION OF THE MORRO BAY PLANNING
COMMISSION RECOMMENDING APPROVAL TO THE CITY
COUNCIL TO ADOPT A RESOLUTION OF INTENTION TO ABANDON
A PORTION OF TORO LANE
E00-103 (Frye)

WHEREAS, the Planning Commission of the City of Morro Bay conducted a public hearing in the Veterans Memorial Building located at 209 Surf Street, Morro Bay, California, on February 6, 2013 for the purpose of considering application E00-103, a request to abandon a portion of Toro Lane; and

WHEREAS, said public hearing was for the purpose of formulating and forwarding recommendations to the City Council of the City of Morro Bay regarding the abandonment; and

WHEREAS, notices of said public hearing were made at the time and in the manner required by law; and

WHEREAS, the Planning Commission has duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

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

Section 1. Findings. Based upon all the evidence, the Commission makes the following findings in support of the intention to abandon of a portion of Toro Lane as a recommendation to City Council:

1. The proposed right-of-way abandonment is consistent with the General plan because the portion proposed for abandonment is no longer needed for present or future public purposes as fee title right of way.
2. Widening of the public street further to the west would serve no public purpose and could create significant environmental impacts since property to the southeast abuts lands with significant slope.
3. The right-of-way abandonment will benefit the general public by a more orderly development of the adjoining parcels and add property to the tax rolls.
4. The proposed right-of-way abandonment is categorically exempt from environmental review under Section 15305 of the California Environmental Quality Act.

Section 2. Recommendation. The Planning Commission does hereby recommend the City Council adopt a resolution of intention to abandon of a portion of Toro Lane, subject to the following conditions and code requirements:

1. The new monuments set to describe the Toro Lane Right of Way and the adjoining property comers for all affected parcels shall be documented by a Record of Survey or other appropriate instrument.
2. The exhibit showing future property lines shall provide dimensions of the areas to be abandoned to the adjacent parcels and new parcel areas be prepared by the applicant for Council action.
3. Private utility companies shall receive additional notice of intention to vacate prior to the City Council hearing.
4. The abandonment resolution of the City Council shall include the following reservations:
 - a. The reservation of an easement and right at any time, or from time to time, to construct, operate, maintain, replace, remove and renew public utility facilities including sanitary sewers, storm drains, water lines, recycled water lines, street lights, fire hydrants, utility boxes, valves, wires, cables and appurtenances in over and across the area to be vacated, including access to protect these works from all hazards in, upon, and over the area 15-feet in width and parallel with the existing end of improvements (curb or edge of pavement) for the length of the proposed abandonment.
 - b. The reservation of an easement for public pedestrian purposes being 15-feet in width and parallel with the existing end of improvements (curb or edge of pavement) for the length of the proposed abandonment.
 - c. Informational note: although the abandonment may result in additional property to be deeded back to adjacent contiguous properties, the abandonment does not constitute creation of a separate lot or a potential future subdivision.

On motion by Commissioner _____, seconded by Commissioner _____
and on the following roll call vote to wit:

AYES:

NOES:

REFRAIN: None

ABSENT: None

The foregoing resolution was passed and adopted this 6th day of February, 2013.

Rob Livick, PE/PLS - Secretary
Planning Commission

EXHIBIT 3

Rob Livick - Toro Abandonment

From: <tmndds@aol.com>
To: <rlivick@morro-bay.ca.us>
Date: 1/8/2013 9:47 AM
Subject: Toro Abandonment

To: Public Services Department
955 Shasta Avenue
Morro Bay, CA 93442

RE: Case# E00-103

I am writing to oppose the proposed abandonment of an approximately 15,600 square foot portion of fee owned Toro Lane right of way, North of Yerba Buena and Westerly of the existing west curb of Toro Lane.

The proposed abandonment is not in the public interest.

Sincerely,

Ted M. Nakata
3380 Beachcomber
Morro Bay, CA



**Pacific Gas and
Electric Company®**

11/26/12

RECEIVED

Los Padres Division
Service Planning Department

4325 S. Higuera Street
San Luis Obispo, CA 93401

Mr. Rob Livick
Public Services Director
955 Shasta Ave.
Morro Bay, CA 93442

NOV 28 2012
City of Morro Bay
Public Services Department

RE: Abandonment of Toro Lane, File no. 69372

Dear Mr. Livick:

This is in response to your letter, dated November 19, 2012, informing PG&E of the proposed abandonment of Toro Lane in the City of Morro Bay.

An investigation indicates that PG&E is presently operating and maintaining utility facilities within the southwest half of the proposed area to be abandoned. If the abandonment is approved by the City Council/Board of Supervisors, we respectfully request that the following reservation be inserted in the Resolution of Vacation or Abandonment for the southwest half of the proposed area to be abandoned:

RESERVING therefrom pursuant to the provisions of Section 8340 of the Streets and Highways Code and for the benefit of Pacific Gas and Electric Company, the permanent easement and the right at any time and from time to time to construct, reconstruct, maintain, operate, replace, remove, repair, renew and enlarge lines of pipes, conduits, cables, wires, poles, electrical conductors, and other equipment, fixtures and appurtenances for the operation of electric, gas, and communication facilities, including access, and also the rights to trim and cut down trees and brush that may be a hazard to the facilities; said area shall be kept open and free of buildings, structures and wells of any kind."

This reservation will protect our facilities installed pursuant to our franchise agreement with you. Upon approval of the abandonment by the City Council/Board of Supervisors, please send a certified copy of the Resolution of Vacation to:

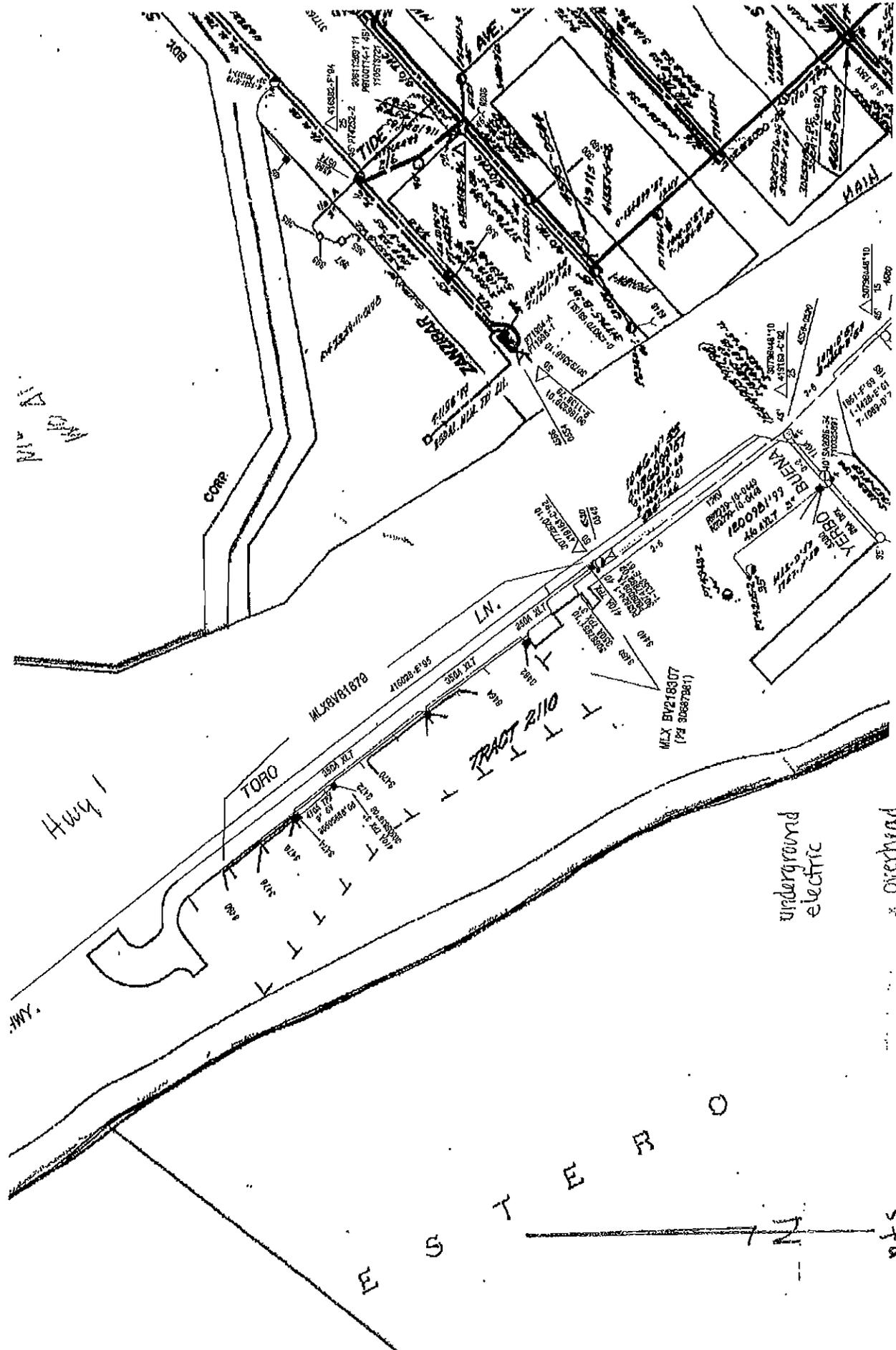
Pacific Gas and Electric Company
Claire Mastin, Land Agent
Land & Environmental Management
4325 So. Higuera St.
San Luis Obispo, CA 93401

If you have any questions, please contact me at (805) 546-3888.

Sincerely,

Claire Mastin
Land Agent

W-28-22



underground
electric

* overhead
electric

Rob Livick - RE: Street Vacation - Partial Abandonment of Toro Lane (Resent to Correct typo in email)

From: "PLEMONS, STEVE" <sp2683@att.com>
To: Rob Livick <RLivick@morro-bay.ca.us>
Date: 11/20/2012 2:24 PM
Subject: RE: Street Vacation - Partial Abandonment of Toro Lane (Resent to Correct typo in email)
CC: "SOARES, RALPH G" <rs4375@att.com>

Rob, AT&T Engineer Ralph Soares investigated the site and AT&T does have facilities on Toro and Yerba Buena in Morro Bay. I request that the City of Morro Bay reserve AT&T's rights to remain in place in the resolution to abandon. Please call me with any questions.

Regards,

Steve Plemons

Right of Way Manager

AT&T

805-237-8131

From: Rob Livick [mailto:RLivick@morro-bay.ca.us]
Sent: Monday, November 19, 2012 12:42 PM
To: PLEMONS, STEVE; erik.edeen@chartercom.com; asaks@semprautilities.com
Cc: Cathy Novak; Greg Frye; Kathleen Wold; Rob Schultz
Subject: Street Vacation - Partial Abandonment of Toro Lane (Resent to Correct typo in email)

Correction is requested response date:

To Whom It May Concern:

The City of Morro Bay, CA has received a request to abandon (vacate) a portion of a undeveloped street within morro bay in accordance with the California Streets and Highways Code. Please provide any comments by December 20, 2012



11/23/12

Public services Director/City Engineer
City Of Morro Bay
955 Shasta Ave, Morro Bay, Ca. 93442
Attention: Rob Livick PE/PLS

RE: Proposed road abandonment of Toro Lane.

Rob:

Charter does have services on this road and would like to reserve rights to remain within the roadway PUE in the event the city vacates the tract to the county.

Sincerely,

A handwritten signature in black ink, appearing to be 'Erik Edeen'. The signature is stylized with a large, sweeping 'E' and a long, horizontal stroke at the end.

Erik Edeen

Construction Coordinator for Charter Communications
270 Bridge St.
San Luis Obispo, CA 93401
805-783-4950
erik.edeen@chartercom.com



A  Sempra EnergySM company

November 27, 2012

Public Services Director / City Engineer
 City Of Morro Bay
 955 Shasta Ave
 Morro Bay, CA 93442
 Attn: Rob Livick PE/PLS

Southern California
 Gas Company

1171 More Road
 Goleta, CA

Subject: Proposed Vacation Of A Portion Of Toro Lane / Morro Bay

Mailing Address:

P. O. Box 818

Goleta, CA

93116-0818

MLL9360

Dear Mr. Livick,

Southern California Gas Company currently operates and maintains natural gas distribution lines within the portion of Toro Lane which has been proposed for street vacation. We would like to request that permanent rights be reserved within the area of the proposed right of way abandonment.

If adopted, we request that the final resolution include the following language: "Reserving unto Southern California Gas Company, a California corporation, it's successors and assigns, a permanent non-exclusive easement to excavate for, lay, construct, reconstruct, relocate, reconfigure, use, inspect, maintain, operate, repair, replace, patrol, change the size of, add to, or remove from time to time, as Southern California Gas Company deems necessary, one or more pipelines and conduits, together with metering, measuring, regulating, cathodic protection, and other appurtenances (all hereinafter referred to as the "Facilities") for the transportation of natural gas over, under, through, along, and for all other purposes connected therewith, and together with the reasonable right of ingress and egress to and from the easement to access Facilities."

Should you have any questions, or require additional information, please call me at (805) 681-8029.

Sincerely,

Andy Saks
 Pipeline Planning Assistant

cc: file

SYNOPSIS MINUTES – MORRO BAY PLANNING COMMISSION
REGULAR MEETING – FEBRUARY 6, 2013

Livick stated the City will work to better screen the yard equipment so as to reduce the visual impacts of the facility.

B-2 **Case No.:** Abandonment #E00-103 and Coastal Development Permit #CP0-391

Site Location: 3420 Toro Lane

Proposal: A Coastal Development Permit for the abandonment of approximately 15,600 square foot portion of fee owned Toro Lane right of way, North of Yerba Buena and Westerly of the existing West curb line of Toro Lane. The abandonment will be processed using the procedures identified in the California Streets and Highways Code Section 8300 et seq. These procedures require that the abandonment (vacation) be in conformance with the City's General Plan.

CEQA Determination: Categorically exempt, Class 5

Staff Recommendation: Conditionally recommend approval to City Council.

Staff Contact: Rob Livick, Public Services Director (805) 772-6261

Livick presented the staff report.

Commissioner Lucas discussed with staff the height requirements and development potential in this zone. Lucas asked whether the applicant could add a second floor to a house on the property, and Livick confirmed that would be a possibility. Lucas asked staff if the easements on the abandonment would prohibit development there. Livick stated he was unsure what the actual development potential is for the site.

Livick reviewed the procedural steps for how the abandonment would continue if approved.

Chairperson Grantham opened Public Comment period.

Bill Martony, resident of Morro Bay, spoke against the project, stating there is a need for more parking in the area and this property should be used for overflow parking; the property is public property and should stay in the public domain; and the northern part of the property is already developed.

Roger Ewing, resident of Morro Bay, spoke against the project and seconded Martony's notions regarding parking. He also spoke against the proposed installation of the solar-powered data collector units for the Advanced Meter project.

Russ Nikata, resident of Morro Bay, spoke against the project, stating he would like a better indication of how the applicant intends develop the property in the future.

Mark Starbel, resident of Morro Bay, spoke against the project, stating the project area should be used as a parking lot. He asked the Commission to identify the access point on the property. Grantham stated the driveway would be indicated on the precise plan, which would be developed at a later phase of the project.

Chairperson Grantham closed Public Comment period.

SYNOPSIS MINUTES – MORRO BAY PLANNING COMMISSION
REGULAR MEETING – FEBRUARY 6, 2013

Commissioner Fennacy expressed support for the project, stating there is substantial evidence to show this project is in conformity with public access and public recreation.

Commissioner Solu asked Livick to address some of the concerns mentioned during Public Comment.

Livick stated the following:

- Regarding the improvements in the blue shaded area of the site plan, they were authorized under a Coastal Development Permit and a Special Encroachment Permit which allow private improvements to exist on publicly owned property.
- Regarding access points on the property, there are several, including a 10-foot wide access way onto Yerba Buena, an exit onto Toro Lane, and a small section of the property which exits onto Beachcomber. Livick noted the request for abandonment was not for access purposes but for a more orderly development of the property.

Commissioner Solu asked Livick if the property would be sold to the highest bidder. Livick stated he was unsure about the City's practices regarding the selling of property but noted that any member of the public could potentially buy it. He stated the strip of land would not be developable.

Commissioner Tefft asked Livick to clarify the riparian setback on the property. Livick stated, due to the ESHA on the property, there is a minimum 50 foot setback. He noted an ESHA buffer reduction is allowed under Code, with Planning Commission approval.

Commissioner Tefft stated he appreciates the need for parking in the area but noted the City has no plans of developing parking there. Livick confirmed the General Plan does not anticipate developing parking there.

Commissioner Tefft expressed concern that the proposal is unfinished and stated he would not vote for the project.

Commissioner Lucas expressed concern that future development on the site would negatively impact the surrounding residences.

Chairperson Grantham expressed support for the project.

MOTION: Commissioner Solu moved the Commission forward a favorable recommendation on Abandonment #E00-103 and Coastal Development Permit #CP0-391 with the removal of Condition C from the Resolution.

The motion was seconded by Commissioner Fennacy and the motion passed. (3-2), with Commissioners Lucas and Tefft dissenting.

B-3 **Case No.:** Coastal Development Permit #CP0-382

Site Location: *nearest address* 2990 Alder

Proposal: Request to install a 29 foot wood pole in public right-of-way for purpose of



AGENDA NO: D-2

MEETING DATE: March 12, 2013

Staff Report

TO: Honorable Mayor and City Council DATE: March 5, 2013

FROM: Rob Livick, PE/PLS - Public Services Director/City Engineer

SUBJECT: Approval of a Request for Proposal (RFP) for Consultant Services to Study options for Morro Bay in the Development of a Wastewater Treatment Plant Project

RECOMMENDATION

Approve the RFP for consultant services.

FISCAL IMPACT

The selection of professional services is based upon qualifications and is not a bid process. It is estimated that the process of facilitating the decisions that need to be made prior to proceeding with the wastewater treatment plant design and final site selection, could take approximately two months and cost up to \$45,000.

DISCUSSION

At their February 26, 2013 meeting, City Council directed staff to prepare an RFP for Consultant Services to study options for the WWTP project.

These options include:

- Treatment technology
- Type of disposal
- Ownership/operation
- Level of reclamation
- Biosolids Options

The process for reviewing the options should include the ability to receive public input at the appropriate times.

CONCLUSION

Staff has prepared the draft RFP for City Council consideration and request direction on any desired changes and/or approval of the RFP.

ATTACHMENTS

1. Draft RFP

Prepared by: RL Dept. Review: RL

City Manager Review: _____

City Attorney's Review: _____

CITY OF MORRO BAY



REQUEST FOR PROPOSALS

PROJECT PLANNING SERVICES

NEW WATER RECLAMATION FACILITY

Issued: March 13, 2013

Due: April 12, 2013

Approved:

Rob Livick, PE/PLS –Director/City Engineer
Department of Public Services
955 Shasta Avenue
Morro Bay, California 93442

CITY OF MORRO BAY
PROJECT MANAGEMENT SERVICES
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REQUEST FOR PROPOSAL

CITY OF MORRO BAY

WATER RECLAMATION FACILITY

The City of Morro Bay and the Cayucos Sanitary District (MBCSD), operate a wastewater treatment plant under a Joint Powers Agreement. The City of Morro Bay is inviting the submittal of proposals for Project Planning for the re-siting and facilitating a dialog on community values for the NEW Water Reclamation Facility.

BACKGROUND

At the January 10, 2013 California Coastal Commission (CCC) meeting, the CCC voted to deny the Coastal Development Permit (CDP) for construction of an upgraded wastewater treatment plant at its existing location. In summary, the basis for denial included: Local Coastal Plan - Zoning inconsistency, failure to avoid coastal hazards, failure to include a sizable reclaimed water component and the project is located within an LCP-designated sensitive view area.

Denial of the CDP means the City and the Cayucos Sanitary District will be looking at alternative locations for siting of a new wastewater treatment plant.

Information on the status of the WRF project can also be found on the City of Morro Bays website (<http://ca-morrobay.civicplus.com/index.aspx?nid=352> or <http://morro-bay.ca.us/wwtupgrade>).

GOALS

Guide the community through a series of decisions regarding the features and siting of the NEW Water Reclamation Facility (WRF). Among the decisions that the community through the City Council needs to make include:

- **Treatment technology**
Addressing energy use, water quality and siting requirements.
- **Type of disposal**
Addressing ocean outfall, land application, subsurface disposal and stream discharge
- **Ownership/operation**
Addressing Private and Public options
- **Level of reclamation**
Addressing urban uses, rural agricultural uses and groundwater recharge
- **Biosolids Options**
Composting onsite and hauling options
- **Siting Criteria**
Given the other factors, what criteria is important to the community in siting the NEW WRF?

CONTENT OF PROPOSAL SUBMITTAL

The following items are requested to be included in the submittal. The submittal need not be lengthy.

1. **Scope of Services:**
 - a. Describe in sufficient detail to identify the major elements of the services that are to be provided by the consultant.
 - b. Please include two public workshop presentations and two presentations to the City Council.
 - c. Developing the list of community desired and feasible options are part of the consultant's work scope.
 - d. Provide a first and second draft of the Options report, based on the community input and your analysis, to staff and after approval of the reports by the staff, two drafts will be presented to the City Council for their consideration.
2. **Project Team:** Identify the project team and specify the responsible project manager and key individuals.
3. **Qualifications:** Provide the qualifications of the key individuals on the project team.
4. **Schedule:** Describe major work task items assuming that the City Council approves the consultant selection at the April meeting. Allowing for contract signing, the start date should be assumed as June 1. There is no specific deadline. However, the MBCSD expects that the schedule will reflect an aggressive commitment.
5. **Fee:** Please submit a rough cost estimate. The consultant selection will not be based upon the fee. However, it is necessary to request the fee for budget estimating and decision making purposes. The MBCSD does not have budget approval for this study. The contract fee will be based upon a "time and materials" basis with a not-to-exceed limit.

PROPOSAL REQUIREMENTS

GENERAL TERMS AND CONDITIONS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal shall meet all of the terms and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, proposing consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Enclose proposal documents in a sealed envelope addressed to the City of Morro Bay Department of Public Services, 955 Shasta Avenue, Morro Bay, California, 93442. In order to guard against premature opening, clearly label the proposal with the proposal title, name of consultant, and date and time of proposal deadline. The City will not accept FAX submittals.
3. **Insurance Certificate.** Each proposal must include a current certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.

- b. Scope of coverage and limits.
- c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the proposing consultant's insurance coverage during proposal evaluation; as discussed under paragraph 10 below, endorsements are not required until contract award.

- 4. **Proposal Withdrawal and Opening.** A proposing consultant may withdraw its proposal, without prejudice, prior to the time specified for the proposal opening, by submitting a written request to the Director of Public Services for its withdrawal, in which event the proposal will be returned to the consultant unopened. The City will not consider proposals received after the time specified or at any place other than that stated in the "Notice Requesting Proposals." The City will open and declare all proposals in public. Proposing consultants or their representatives are invited to be present at the opening of the proposals.
- 5. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal.
- 6. **Communications.** All timely requests for information submitted in writing to **Rob Livick, rlivick@morro-bay.ca.us**, will receive a written response from the City. The City does not encourage telephone communications with City staff but will allow them. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

- 7. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 90 days for examination and comparison. The City also reserve the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. The special terms and conditions of these specifications include proposal evaluation and contract award criteria.
- 8. **Competency and Responsibility of Proposing Consultant.** The City reserve full discretion to determine the competence and responsibility, professionally and/or financially, of proposing consultants. Proposing consultants will provide, in a timely manner, all information that the City deems necessary to make such a decision.
- 9. **Contract Requirement.** The proposing consultant to whom award is made (Consultant) shall negotiate and execute a written contract with the City within thirty (30) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in substantially the form adopted by the City and incorporated in these specifications.

10. **Insurance Requirements.** The Consultant shall provide insurance policies and endorsements of insurance policies in the form, coverages, and amounts specified in the Consultant Services Agreement within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

11. **Business License.** The Consultant must have a valid City of Morro Bay business license prior to execution of the contract. Additional information regarding the City's business license program is available at the City of Morro Bay City Hall at 595 Harbor Street, Morro Bay, CA, 93442, (805) 772-6200.

CONTRACT PERFORMANCE

12. **Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

13. **Laws to be observed.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Morro Bay ordinances, regulations and adopted codes during its performance of the work.

14. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.

15. **Safety Provisions.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

16. **Public and Employee Safety.** Whenever the Consultant's operations create a condition hazardous to the public or City employees, it shall immediately correct such conditions at its expense and without cost to the City.

17. **Consultant Non-Discrimination.** In the performance of this work, the Consultant agrees that it will not engage in, nor permit such subconsultants as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

18. **Terms and Conditions of Contract:** The City's standard general consultant contract form is attached to this Request for Proposals. The successful consultant will be required to enter into a contract substantially in the form attached and abide by all of its terms and conditions. .

SPECIAL TERMS AND CONDITIONS - REQUEST FOR PROPOSALS

Submission of Proposal

To be considered by the selection committee, the Proposal for Project Planning Services for the City of Morro Bay NEW Water Reclamation Facility project must be submitted by no later than **3:00 p.m. on Wednesday, June 9, 2009.**

The City-District will not consider proposals received after said time. Submit proposals to the City of Morro Bay Public Services Department in a sealed envelope plainly marked with the proposal title, consultant name and address, and time and date of the proposal submittal deadline.

Ten (10) copies of the proposal should be submitted in a sealed envelope or box. Proposals shall be mailed to: City of Morro Bay, Department of Public Services, 595 Harbor St., Morro Bay, 93442; or hand delivered to the Department at 955 Shasta Avenue, Morro Bay, 93442.

PROPOSAL CONTENT: Your proposal must include the following information:

Proposal Length and Copies

The consultant is encouraged to prepare a straightforward, concise proposal that specifically relates to the project. The following is a list of the maximum number of pages for various components of the proposal.

Letter of Transmittal

1 page

Scope of Services Discussion

8 pages maximum

- Figures and Illustrations 4 pages maximum
- Appendices (no page limit)
 - a. Resumes of Key Personnel, limited to two pages each (as needed)
 - b. The Consultant shall provide a statement that confirms review of the Agreement of Services.
 - c. Proposers must identify any provisions they disagree with, and changes which they wish to have considered by the City.
 - d. Consultant's Detailed Scope of Services (as needed)
 - e. Provide hourly rate schedule

EVALUATION CRITERIA AND SELECTION PROCESS

Selection of the consultant or contracting entity will be based on an overall assessment of qualifications, capability, adaptability, and plan to accomplish the project on schedule. Selection of the consultant shall be based on all submitted documents and subsequent interview.

Written proposals will be ranked by the City based on established ranking criteria. The request for proposals for Project Management Services will be evaluated utilizing the following qualifications-based criteria:

Criteria	Points
Approach to Work	30
Relevant Project Experience	30
Project Team	30
Responsiveness to the RFP	5
Ability to Conform to City Contract	5
Oral Presentation	50
Total	150

The Proposal shall include the following items.

Transmittal Letter

The proposer may use this section to introduce the Proposal and/or to summarize the key provisions of the proposal. The letter of transmittal shall contain the names of the Project Manager(s) that will perform the project. The office location(s) where the work will be performed shall be stated.

Section 1 – Approach to Work (Score 30)

Outline your team’s approach to complete the scope of work outlined in the RFP.

This section relates to the project understanding and approach of the requested services. This should include a clear and concise understanding of the requested services based on existing information and the chief issues to be addressed. The consultant should be knowledgeable of standard solutions applicable to project issues as well as being able to offer innovative ideas. It is also important that the consultant demonstrate an ability to synthesize technical information and communicate this information in verbal, written and graphic form.

This section should also outline the approach to the project and how key issues identified in the requested services will be addressed. It should include major tasks to be completed as well as the resources proposed to complete each task, identifying the consultant's ability to ensure expeditious completion of the work.

Section 1 may include:

- Describe the overall approach to the project.
- Provide a general work plan that describes how the consultant will organize and conduct the project by task, as defined in the Scope of Services. Identify any critical milestones for the project.
- Provide a description of the consultant's approach and methodology of managing work tasks and coordination used to accomplish the work in a timely manner. Describe how you would propose to use City staff, if at all, to assist you during the project and indicate the approximate time requirement.
- Provide a description of how the consultant will ensure project progress and quality control.
- Describe how your work plan addresses contingencies that may arise during the project.
- Describe your process/concept for managing scope, schedule, and budget.
- Describe your process and experience interacting with City Councils and District Boards, City Staffs, and the public.
- Describe the proposed management approach, which will cover: communications and coordination approach, methods and techniques among project team members, with the City and outside parties, and quality control and management program.

Section 2 – Relevant Project Experience (Score 30)

Briefly highlight the Project Manager(s) professional work history of relevant projects as it relates to the capabilities to provide the requested services listed in the Scope of Services. Identify any unique approaches or strengths that your firm may have related to this project.

Identify recent experience with planning/engineering services on WRF projects, specifically highlighting experience within the Coastal Zone.

Identify experience with public relations and outreach with a controversial public works project, identify ideas or approaches to communication with Councils, Boards, and the public.

Section 3 – Project Team (Score 30)

With respect to the tasks listed in the Scope of Services, indicate staff organization and describe the specific role of key staff members, including sub-consultants, and how the City will be involved. Indicate the portion of the time key staff will be available to work on the project, and discuss the availability of the project team to complete the project on schedule. Describe major projects where key team members have worked together previously. Emphasize the experience of the specific individuals proposed to do the work. Include resumes for the key team members in the appendix of your proposal. Substitutions of key personnel will only be allowed with written approval of the City.

Section 4 – Responsiveness to the RFP (Score 5)

Completeness of responses in accordance with the RFP instructions; exceptions to or deviations from the RFP requirements.

Section 5 - Ability to Conform to City Contract (Score 5)

Ability to enter a design contract quickly; a copy of the City's standard agreement for consultant services is attached. Proposers are asked to identify in their proposals any language therein which would not be accepted, and suggest in their proposal any changes in that language that would be required prior to entering an agreement with the City.

Section 6 - Submittal Forms

- a. Certificate of insurance.
- b. At least three references from agencies you have provided similar services for (use form in proposal package).
- c. Statement and explanation of any instances regarding past governmental agency bidding or contract disqualifications or removal from a project.
- d.

Selection Procedure

The selection procedure is designed to provide each competing consultant a fair and objective assessment of their qualifications. It is intended to allow each consultant the opportunity to have access to the same information on the project and to submit information on its qualifications and approach that will be judged on its merit in terms of how well it meets the City's objectives. No consultant has an acknowledged advantage in this procurement, nor does the City intend during the selection process to confer any advantage to any consultant.

The following procedures will be followed in selecting the PM.

- A. Proposals received by the City will be reviewed by a selection committee. The selection committee is made up of members from City Staff and up to two representatives from the City Council, Planning Commission or Public (as appointed by City Council). The top three consultants may be invited for interviews. The City reserves the right to request clarification of information submitted, and to request additional information of one or more applicants prior to the selection for interviews. Based on the results of the initial review and ranking process, utilizing the stated evaluation criteria, the top consultants may be invited to the City of Morro Bay (at no cost to the City) for interviews.
- B. Presentations and interviews will be before the selection committee who will evaluate and score the presentations and proposals. Each interview will last approximately 1 hour. The presentation will be an informal question and answer meeting; no power point presentations are expected or desired. The City will schedule the times and locations for this meeting.
- C. Upon completion of all interviews, the selection committee will evaluate and develop an overall ranking of the competing consultants after giving full and fair consideration to each consultant's proposal and presentation, and designate the most qualified consultant for award of contract. The most qualified consultant will have the highest combined score based on the evaluation criteria used to evaluate the proposals for PM services as well as the interview process.
- D. The City will notify the first-ranked consultant of its selection shortly after the committee has made its decision. The other consultants will be notified, and if negotiations are not successful with the top-ranked consultant, or if that consultant does not execute a contract agreeable to the City within 30 days of the notification, the City will cease discussions, and begin negotiations with the second highest ranked consultant, etc., until a satisfactory contract is agreed upon; or the City may decide to reject all proposals and re-advertise the RFP.

After an acceptable agreement is negotiated with the City, the agreement will be presented to the Morro Bay City Council for approval and execution by the City. Upon receipt of a properly executed agreement, notification to start services will be issued. It is expected that the consultant will commence services within one week after the agreement is executed.

1. **Contract Award.** Subject to these Request for Proposal requirements, the City will award the contract to the most qualified, responsible, responsive proposing consultant, using the proposal evaluation and selection criteria.
After an acceptable agreement is negotiated with the City, the agreement will be presented to the Morro Bay City Council and Cayucos Sanitary District Board of Directors for award of contract and execution by the City. The Consultant shall monitor costs throughout the project. Any increase in fees for additional consulting services must be confirmed in writing by the City **prior** to undertaking extra work.
2. **Failure to Accept Contract.** The following will occur if the Consultant whose proposal is accepted fails or refuses to enter into the contract: the City may negotiate with the next most qualified proposing consultant.
3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

- | | |
|-----------------------|---------------------------|
| a. Issue RFP | Wednesday, March 13, 2013 |
| b. Receive proposals | Friday April 12, 2013 |
| c. Evaluate proposals | Friday, April 19, 2009 |
| d. Interviews | April 22-26, 2013 |
| e. Award Contract | Tuesday, May 14, 2013 |
| f. Start work | Monday, May 20, 2013 |
4. **Questions.** Direct questions or information requests concerning this project to Bruce Keogh (mbWRF@yahoo.com), Wastewater Division Manager; or Rob Livick (rlivick@morro-bay.ca.us), Public Services Director, City of Morro Bay Public Services Department, 955 Shasta, Morro Bay, CA, 93442, no later than 4 p.m. on Tuesday, April 10, 2013 and the City will forward all questions and responses to all proposal holders to assure no one consultant gains a competitive advantage or suffers a competitive disadvantage. The Wastewater Division Manager will attempt to respond to questions within three working days of their receipt.
 5. **Ownership of Materials.** All original drawings, plan documents, and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City. The Consultant shall deliver any or all of these materials and documents to the City upon demand.
 6. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of City and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.
 7. **Copies of Reports and Information.** If the City request additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.
 8. **Accuracy of Scope of Consultant Services.** The City find the Scope of Consultant Services for this project to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Although the effect of ambiguities or defects in the Scope will be as determined by law, any patent ambiguity or defect shall give rise to a duty of proposing consultant to inquire prior to proposal submittal.

To the extent that the Scope of Consultant Services constitute performance parameters, the City shall not be liable for costs incurred by the successful proposing consultant to achieve the project's objectives or standards beyond the amounts provided therefore in the proposal.

PROPOSAL SUBMITTAL FORM – SUBCONSULTANT LISTING

Describe briefly the work scope of each sub-consultant. Attach additional pages if required.

Sub-consultant

Company Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services to be provided.	

Sub-consultant

Company Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services to be provided	

REFERENCES

Number of years engaged in providing the services included within the scope of the consultant services under the present business name: _____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the consultant services. Attach additional pages if required. The City reserve the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Client's Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Client's Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	

Description of services provided including contract amount, when provided and project outcome	
---	--

Reference No. 3

Client's Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

DRAFT

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

- ***Do you have any disqualification as described in the above paragraph to declare?***

Yes

No

- ***If Yes, explain the circumstances.***

[Empty rectangular box]

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Consultant Representative

DRAFT

CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”) is made upon the date of execution, as set forth below, by and between **Consultants Name Here** a California Corporation, (hereinafter referred to as **CONSULTANT**), and the **CITY OF MORRO BAY**, a California Municipal Corporation (hereinafter referred to as "**CITY**").

- A. **City** jointly owns and operate a wastewater treatment plant located within the City of Morro Bay; and
- B. **City** desires to engage **CONSULTANT** to perform the services described herein below; and
- C. **CONSULTANT** represents that it possesses the skill, education and licenses necessary to satisfactorily perform, and desires to perform said services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.00 **GENERAL PROVISIONS**

1.01 **TERMS**. This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

1.02 **CONTRACT COORDINATION.**

a. **CITY**. **CITY**'s Public Services Director shall be the representative of **CITY** for all purposes under this Agreement. **CITY**'s Public Services Director, or his designated representative, hereby is designated as the Contract Manager for the **CITY**. He shall supervise the progress and execution of this Agreement.

b. **CONSULTANT**. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Contract/Project Manager Name here is hereby designated as the Contract Manager for

CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the **CITY's** Contract Manager.

1.03 **SERVICES TO BE PERFORMED BY CONSULTANT.** **CONSULTANT** agrees to perform or provide the services specified in "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

CONSULTANT shall determine the method, details and means of performing the above-referenced services.

CONSULTANT may, at **CONSULTANT's** own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **CITY** may not control, direct or supervise **CONSULTANT's** assistants or employees in the performance of those services.

1.04 **COMPENSATION.** In consideration for the services to be performed by **CONSULTANT**, **CITY** agrees to pay **CONSULTANT** the consideration set forth in the amounts and under the terms provided in Exhibit "B" attached hereto and incorporated herein by this reference.

2.00 **OBLIGATIONS OF CONSULTANT**

2.01 **MINIMUM AMOUNT OF SERVICE BY CONSULTANT.** **CONSULTANT** agrees to devote the hours necessary to perform the services set forth in this Agreement in an efficient and effective manner. **CONSULTANT** may represent, perform services for and be employed by additional individuals or entities, in **CONSULTANT's** sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with **CITY's** business.

2.02 **TOOLS AND INSTRUMENTALITIES.** **CONSULTANT** shall provide all tools and instrumentalities necessary to perform the services under this Agreement.

2.03 **LAWS TO BE OBSERVED.** **CONSULTANT** shall:

a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONSULTANT** under this Agreement;

b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in **CONSULTANT**'s performance under this Agreement, or the conduct of the services under this Agreement;

c. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

d. Immediately report to the **CITY**'s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

2.04 **RELEASE OF REPORTS AND INFORMATION.** Any video tape, reports, information, data, or other material given to, or prepared or assembled by, **CONSULTANT** under this Agreement shall be the property of **CITY** and shall not be made available to any individual or organization by **CONSULTANT** without the prior written approval of **City**. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict **CONSULTANT** from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

2.05 **COPIES OF VIDEO TAPES, REPORTS AND INFORMATION.** If **CITY** requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the **CONSULTANT** is required to furnish in limited quantities as part of the services under this Agreement, **CONSULTANT** shall provide such additional copies as are requested, and **CITY** shall compensate **CONSULTANT** for the costs of duplicating of such copies at **CONSULTANT**'s direct expense.

2.06 **QUALIFICATIONS OF CONSULTANT.** **CONSULTANT** represents that it is qualified to furnish the services described under this Agreement.

2.07 **WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFITS.** **CITY** and **CONSULTANT** intend and agree that **CONSULTANT** is an independent contractor of **CITY** and agrees that **CONSULTANT** and **CONSULTANT**'s employees and agents have no right to Workers Compensation and other employee benefits. If any worker insurance protection is desired, **CONSULTANT** agrees to provide Workers Compensation and other employee benefits, where required by law, for **CONSULTANT**'s employees and agents. **CONSULTANT** agrees to hold harmless, defend and indemnify **City**, from any and all claims for injury, disability, or death of **CONSULTANT** and **CONSULTANT**'s employees or agents.

2.08 INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for **CONSULTANT**'s Services, to the fullest extent permitted by law, **CONSULTANT** shall indemnify, protect, defend and hold harmless District and any and all of its Directors, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of **CONSULTANT**, its officers, agents, employees or subcontractors (or any entity or individual that **CONSULTANT** shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, **CONSULTANT** shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of

any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by **CONSULTANT** or by any individual or entity for which **CONSULTANT** is legally liable, including but not limited to officers, agents, employees or subcontractors of **CONSULTANT**.

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

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of District under any provision of this Agreement, **CONSULTANT** shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District's active negligence accounts for only a percentage of the liability involved, the obligation of **CONSULTANT** will be for that entire portion or percentage of liability not attributable to the active negligence of District.

2.09 **INSURANCE**. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

3.00 TIME FOR COMPLETION OF THE WORK

Program scheduling shall be as described in Exhibit "A" unless revisions to the exhibit are approved by **CONSULTANT's** Contract Manager and the **CITY's City Manager**.

Time extensions may be allowed for delays caused by **CITY**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONSULTANT**.

4.00 TEMPORARY SUSPENSION

The **CITY's** Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid the compensation due and payable to the date of temporary suspension.

5.00 INSPECTION

CONSULTANT shall furnish **CITY** with every reasonable opportunity for **CITY** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **CITY's** Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

6.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **CITY**, and shall be delivered to the **CITY** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **CITY** upon completion of the work and payment of monies earned and due to the **CONSULTANT**. Any unauthorized use of the materials shall be at the **CITY's** sole risk and without liability to the Consultant.

7.00 **OBLIGATIONS OF CITY**

7.01 **COOPERATION.** CITY agrees to comply with all reasonable requests of **CONSULTANT** necessary to the performance of **CONSULTANT**'s duties under this Agreement.

7.02 CITY shall also be responsible for providing such staff production assistance as is specified in Exhibit "A".

8.00 **TERMINATION OF AGREEMENT**

8.01 **TERMINATION OF NOTICE.** Notwithstanding any other provisions of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least ten (10) days prior written notice to the other parties to this Agreement.

8.02 **TERMINATION ON OCCURRENCE OF STATED EVENTS.** This Agreement shall terminate automatically on the occurrence of any of the following events:

- a. Bankruptcy or insolvency of any party;
- b. Sale of the business of any party without the prior approval of the other party;
- c. End of the Agreement to which **CONSULTANT**'s services were necessary:
or
- d. Assignment of this Agreement by **CONSULTANT** without the prior written consent of **CITY**.

8.03 **TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT.** Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at its option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

8.04 **RETURN OF MATERIALS.**

Upon such termination, **CONSULTANT** shall turn over to the **CITY** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **CITY**. **CONSULTANT**, however, shall not be liable for **CITY**'s use of incomplete materials.

9.00 **SPECIAL PROVISIONS**

9.01 **INTEREST OF CONSULTANT.**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **CITY** or **DISTRICT**, respectively. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **CITY** or **DISTRICT**, respectively.

9.02 **DISCRIMINATION.**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of

California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Five Hundred Dollars (\$500) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

10.00 **MISCELLANEOUS**

10.01 **REMEDIES**. The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

10.02 **NO WAIVER**. The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

10.03 **ASSIGNMENT**. This Agreement is specifically not assignable by **CONSULTANT** to any person or entity. Any assignment or attempt to assign by **CONSULTANT**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in Section 8.03.

10.04 **ATTORNEY FEES**. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

10.05 **TIME FOR PERFORMANCE**. Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the

party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

10.06 **NOTICES.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

CITY: City of Morro Bay
595 Harbor Street
Morro Bay, CA 93442

CONSULTANT: _____

10.07 **GOVERNING LAW.** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Any litigation concerning or arising from this Agreement shall take place in the Superior Court for San Luis Obispo County.

10.08 **BINDING EFFECT**. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **CITY** to any assignment of this Agreement or any interest in this Agreement.

10.09 **SEVERABILITY**. Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10.10 **SOLE AND ENTIRE AGREEMENT**. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

10.11 **TIME**. CITY and Consultant agree that time is of the essence in this Agreement. CITY and Consultant further agree that Consultant's failure to perform on or at the times set forth in this Agreement will damage and injure CITY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, CITY and Consultant agree that any failure to perform by Consultant at or within the times set forth herein shall result in liquidated damages of one thousand dollars (\$1,000.00) per day for each and every day such performance is late. CITY and Consultant agree that such sum is reasonable and fair. Furthermore, CITY and Consultant agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

10.12 **DUE AUTHORITY**. The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

10.13 **CONSTRUCTION**. The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

10.14 **AMENDMENTS.** Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on _____, 2010, at _____, California.

By _____
Janice Peters, Mayor

By: _____
Consultant

Attest:

Bridgett Bauer, City Clerk

Attest:

APPROVED AS TO CONTENT:

By: _____

Rob Livick, PE/PLS –Public Services Director

APPROVED AS TO FORM:

By: _____

Robert Schultz

City Attorney

DRAFT

EXHIBIT A

SCOPE OF WORK

DRAFT

EXHIBIT B

PAYMENT SCHEDULE

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to CITY.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Property Damage Insurance in an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$2,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to CITY for injury to employees of Consultant, subContractors or others involved in the Work. The scope of coverage provided is subject to approval of CITY following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and CITY agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City of Morro Bay and the Cayucos Sanitary District, and their officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, and subContractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against CITY regardless of the applicability of any insurance proceeds, and to require all Consultants and subContractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the CITY, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to CITY at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, CITY has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by CITY shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at CITY's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to CITY of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to CITY.
10. Consultant agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same

minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subContractors and others engaged in the project will be submitted to CITY for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subContractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to CITY. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the CITY. At the time the CITY shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increase benefit to CITY.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of CITY to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until CITY executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall

be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to CITY within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge CITY or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to CITY. It is not the intent of CITY to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to CITY of any claim or loss against Consultant arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

EXHIBIT D

CITY'S REQUEST FOR PROPOSAL

DRAFT

EXHIBIT E

CONSULTANT'S PROPOSAL

DRAFT



AGENDA NO: D-3

MEETING DATE: March 12, 2013

Staff Report

TO: Honorable Mayor and City Council DATE: March 5, 2013

FROM: Rob Livick, PE/PLS - Public Services Director/City Engineer

SUBJECT: Review and Discussion of Wastewater Treatment Plant Draft Schedule of Tasks Needed to Proceed with the New Wastewater Treatment Plant Project

RECOMMENDATION

Review and provide direction to staff.

FISCAL IMPACT

Attached is a revised "Schedule of Tasks" for the WWTP project. This revision indicates the level of effort that may be required for each of the tasks.

DISCUSSION

At their February 26, 2013 meeting, City Council directed staff to revise the "Schedule of Tasks" to include the relative level of effort/timing.

CONCLUSION

Staff has revised the "Schedule of Tasks" and is attached for Council discussion.

ATTACHMENTS

1. Draft "Schedule of Tasks"

Prepared by: RL Dept. Review: RL

City Manager Review: _____

City Attorney's Review: _____

