



CITY of BRISBANE

City Council Meeting Agenda

Thursday, March 7, 2024 at 7:30 PM • Hybrid Meeting 50 Park Place, Brisbane, CA

The public may observe/participate in City Council meetings using remote public comment options or attending in person. City Council members shall attend in person unless remote participation is permitted by law. The City Council may take action on any item listed in the agenda.

TO ADDRESS THE COUNCIL

IN PERSON

Location: 50 Park Place, Brisbane, CA 94005, Community Meeting Room

Councilmember Cunningham will participate by Teleconference at 131 Tulare Street, Brisbane, CA 94005
Councilmember Cliff Lentz will participate by Teleconference at 1735 S St. Northwest, Washington D.C.

Masking is not required but according to the California Department of Public Health guidelines, people at higher risk for severe illness should consider masking. To help maintain public health and safety, we respectfully request that people not attend in-person if they are experiencing symptoms associated with COVID-19 or are otherwise ill and likely contagious (e.g., respiratory illnesses).

To address the City Council on any item – whether on the posted agenda or not – please fill out a Request to Speak Form located in the Community Meeting Room Lobby and submit it to the City Clerk. Speakers are not required to submit their name or address.

REMOTE PARTICIPATION

Members of the public may participate in the City Council meeting by logging into the Zoom Webinar listed below. City Council meetings may also be viewed live and/or on-demand via the City's YouTube Channel, youtube.com/brisbaneca, or on Comcast Ch. 27. Archived videos may be replayed on the City's website, brisbaneca.org/meetings. Please be advised that if there are technological difficulties, the meeting will nevertheless continue if remote participation is available.

The agenda materials may be viewed online at brisbaneca.org at least 72 hours prior to a Regular Meeting, and at least 24 hours prior to a Special Meeting.

Remote Public Comments:

Remote meeting participants may address the City Council. We also encourage you to submit public comments in writing in advance of a meeting. Aside from commenting personally while in the Zoom Webinar, the following email and text line will be also monitored during the meeting and public comments received will be noted for the record during Oral Communications 1 and 2 or during an agenda item.

Email: ipadilla@brisbaneca.org or **Text:** (628) 219-2922

Join Zoom Webinar: zoom.us (please use the latest version: zoom.us/download)
brisbaneca.org/cc-zoom

Webinar ID: 991 9362 8666

Call In Number: 1 (669) 900-9128

Note: Callers dial *9 to "raise hand" and dial *6 to mute/unmute.

SPECIAL ASSISTANCE

If you need special assistance to participate in this meeting, please contact the City Clerk at (415) 508-2113. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

WRITINGS THAT ARE RECEIVED AFTER THE AGENDA HAS BEEN POSTED

Any writings that are received after the agenda has been posted but before 4pm of the day of the meeting will be available for public inspection at the front lobby in City Hall and on the internet (brisbaneca.org/meetings). Any writings that are received after 4pm of the day of the meeting will be available on the internet at the start of the meeting (brisbaneca.org/meetings), at which time the materials will be distributed to the Council.

7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

ROLL CALL

- A. Consider any request of a City Councilmember to attend the meeting remotely under the “Emergency Circumstances” of AB 2449

ADOPTION OF AGENDA

AWARDS AND PRESENTATIONS

- B. Proclaim March 2024 as Women’s History Month

ORAL COMMUNICATIONS NO. 1

CONSENT CALENDAR

- C. Approve Minutes of City Council Meeting of February 1, 2024
- D. Approve Minutes of City Council Closed Session Meeting of February 15, 2024
- E. Accept Investment Report as of December 2023
- F. Accept Investment Report as of January 2024
- G. Adopt a Resolution Adding HdL Company as an Authorized Representative to Examine Sales or Transactions and Use Tax Records

OLD BUSINESS

- H. Consider Approval of a Letter to Households on Tulare Street and Thomas Avenue Asking for Their Participation in a Trial Residential Parking Permit Program

(The Fiscal Impact for the proposed pilot program will include the following: 1) setting up of the residential parking permit program parameters and associated web services, including collection of permit application information by consultant IPS Group will be \$5,000, 2) requiring residents to pay \$20 for each permit applied for and obtained, and 3) placing street signs needed for the two trial streets was estimated to cost \$5,000.)

NEW BUSINESS

- I. Consider Authorization of a \$10,000 grant to Rebuilding Together Peninsula for Rehabilitation of Home in Brisbane Owned by Low-income Household

STAFF REPORTS

- J. City Manager's Report on Upcoming Activities

MAYOR/COUNCIL MATTERS

- K. Countywide Assignments and Subcommittee Reports

- i. Consider Recruitment for Vacancies on City Committees and on the San Mateo County Mosquito and Vector Control District Board of Directors

- L. Written Communications

ORAL COMMUNICATIONS NO. 2

ADJOURNMENT

File Attachments for Item:

C. Approve Minutes of City Council Meeting of February 1, 2024



BRISBANE CITY COUNCIL**ACTION MINUTES**

**CITY COUNCIL MEETING AGENDA
THURSDAY, FEBRUARY 1, 2024**

HYBRID MEETING, 50 PARK PLACE, BRISBANE, CA 94005

7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Mayor O’Connell called the meeting to order at 7:30 P.M. and led the Pledge of Allegiance.

ROLL CALL**A. Consider any request of a City Councilmember to attend the meeting remotely under the
“Emergency Circumstances” of AB 2449**

No requests were received for Roll Call Item A.

Councilmembers present: Councilmembers Cunningham, Davis, Lentz, Mackin, and Mayor O’Connell

Councilmembers absent: None

Staff Present: Interim City Manager Holstine, City Clerk Padilla, City Attorney McMorrow, Finance Director Yuen, Parks and Recreation Director Leek, City Engineer Breault, Deputy Public Works Director Kinser, Police Commander Garcia and Management Analyst Ibarra

REPORT OUT OF CLOSED SESSION

City Attorney McMorrow reported that the Staff was given direction on the Pending Litigation Item.

ADOPTION OF AGENDA

Councilmember Davis made a motion, seconded by Councilmember Cunningham, to adopt the agenda as it stands. The motion passed unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, Mackin, and Mayor O’Connell

Noes: None

Absent: None

Abstain: None

AWARDS AND PRESENTATIONS

B. Proclaiming February 2024 as Black History Month

Mayor O'Connell proclaimed February 2024 as Black History Month and called on the larger community to study African American history, arts and culture, and to attend local Black History Month events.

ORAL COMMUNICATIONS NO. 1

Natalie Picazo asked for support after her Montessori preschool's permit to use the park was denied.

Dawn David accepted the Black History Month Proclamation and invited the public to attend the Brisbane Library's Black History Month events.

Roland Lebrun announced that Brian Kelly resigned as Chief Executive Officer of the California High Speed Rail Authority.

A parent from Natalie Picazo's Montessori preschool shared her support for the school.

CONSENT CALENDAR

C. Approve Minutes of City Council Special Meeting of January 4, 2024

D. Approve Minutes of City Council Special Meeting of January 18, 2024

E. Approve Minutes of City Council Closed Session Meeting of January 18, 2024

F. Approve Co-sponsorship application for Mothers of Brisbane Egg Hunt

G. Adopt an Ordinance, Waiving Second Reading, Repealing and Replacing Chapter 6.04 of the Brisbane Municipal Code Concerning Animal Control Regulations to Clarify Existing Definitions, Enact Additional Requirements, and Revise Service Fees

(Adoption of the Ordinance is not subject to environmental review because the Ordinance is general policy and procedure making and therefore it is not a project under the California Environmental Quality Act. Section 15378 (b) of the CEQA Guidelines)

Councilmember Mackin made a motion, seconded by Councilmember Cunningham, to approve Consent Calendar Items C through G. The motion passed unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, Mackin, and Mayor O'Connell

Noes: None

Absent: None

Abstain: None

NEW BUSINESS

H. Further Study of a Residential Permit Parking Program

(It is being recommended that Council select parking permit program options or provide direction to Staff)

Deputy Public Works Director Kinser presented to Council with Complete Streets Safety Committee's (CSSC) modified residential parking permit program study and recommendations after the April 2023 Council meeting, to address the parking scarcity issue in Central Brisbane.

After Council questions, a public comment was made by Roland Lebrun on parking permit program implementation and enforcement. Linda Dettmer and Dariusz Wodziak from the Complete Streets Committee thanked the Council for their attention to this matter and for considering their recommendations.

After Council discussion, Mayor O'Connell made a motion, seconded by Councilmember Davis, to direct staff to prepare a draft letter to residents of Tulare St and Thomas Ave. detailing the program parameters and asking whether the household was willing to be part of the pilot program. The motion passed unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, Mackin, and Mayor O'Connell

Noes: None

Absent: None

Abstain: None

Staff were also directed to revise the Brisbane Municipal Code Section 10.26 which allows for neighbors to initiate a program. As written the code requires 70% of households to agree to participate in a program. Council asked that the code be rewritten to require a simple majority of households on a defined street segment to initiate a program. Staff will bring the code revisions to Council at a subsequent meeting.

STAFF REPORTS

I. City Manager's Report on Upcoming Activities

- i. **Update on Potential New Fees: Development Impact fees, NPDES fees and Master Fee Schedule update**
- ii. **Update on Sierra Point Sea Level Rise Analysis**

Interim City Manager Holstine reported on the latest news and updated the Council on the Potential New Fees and on the Sierra Point Sea Level Rise Analysis.

MAYOR/COUNCIL MATTERS

J. Countywide Assignments and Subcommittee Reports

- i. **Creation of the City Charter Review/ Election Options Subcommittee and Assigning two Councilmembers to the Subcommittee**

After some Council questions and discussion, Councilmember Cunningham made a motion, seconded by

Councilmember Mackin, to create the City Charter Review/Election Options Subcommittee and assigning Councilmember Lentz and Davis to the Subcommittee. The motion passed unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, Mackin, and Mayor O’Connell

Noes: None

Absent: None

Abstain: None

Councilmember Mackin briefly reported on her activities with the Peninsula Clean Energy Board .

K. Written Communications

Written communication was received by Council from the following members of the public:

Erin Becker (2/1/24) Input on City Manager Position

Peter Charles (2/1/24) Water Aerobic Fees

Rita Machello (1/31/24) Brisbane Community Pol

ORAL COMMUNICATIONS NO. 2

Roland Lebrun recommended having a Charter Review Citizen Committee to help with the work of the Charter Review/Election Issues Subcommittee.

ADJOURNMENT

Mayor O’Connell adjourned the meeting d at 10:22 P.M.

Ingrid Padilla
City Clerk

File Attachments for Item:

D. Approve Minutes of City Council Closed Session Meeting of February 15, 2024



BRISBANE CITY COUNCIL

ACTION MINUTES

BRISBANE CITY COUNCIL CLOSED SESSION MEETING

THURSDAY, FEBRUARY 15, 2024

*HYBRID MEETING, 50 PARK PLACE LARGE CONFERENCE ROOM,
BRISBANE, CA*

1. 6:30 P.M. CLOSED SESSION

A. Approval of the Closed Session Agenda

B. Public Comment. Members of the public may address the Councilmembers on any item on the closed session agenda

C. Adjournment into Closed Session

D. Liability Claim: Claimant Bernardo, pursuant to Government Code, section 54956.95

E. Conference With Real Property Negotiator Under Government Code Section 54956.8

PROPERTY: A portion of Lot 1, Block I, Tract 862, APN 005-300-999, being approximately 28,000 square feet and located generally west of South Hill Drive (Adjacent to 151 West Hill Property)

NEGOTIATOR: City Manager Clay Holstine

NEGOTIATING PARTIES: City of Brisbane, BLT Enterprises

UNDER NEGOTIATION: Price and other terms and conditions of sale

2. ADJOURNMENT

Mayor O'Connell called the meeting to order at 6:30 P.M. Councilmember Davis attended the meeting remotely under the Emergency Circumstances of AB 2449.

Councilmember Cunningham made a motion, seconded by Councilmember Lentz, to approve the Closed Session Meeting Agenda as it stands. The motion passed unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, Mackin, and Mayor O'Connell.

Noes: None

Absent: None

Abstain: None

No member of the public was present. Mayor O’Connell adjourned the meeting into Closed Session.

REPORT OUT OF CLOSED SESSION

City Attorney McMorrow reported that the City Council made no decision and staff was given direction on the Real Property Negotiation Item E. City Manager Holstine reported that Council denied Liability Claim Item D.

ADJOURNMENT

The meeting was adjourned at 6:52 P.M.

Ingrid Padilla, City Clerk

DRAFT

File Attachments for Item:

E. Accept Investment Report as of December 2023

CITY OF BRISBANE
CASH BALANCES & INVESTMENTS
SOURCE OF FUNDING
December 31, 2023

NAME OF DEPOSITORY	INVESTMENT TYPE	DATE OF INVESTMENT	FACE VALUE OF INVESTMENT	CARRY VALUE OF INVESTMENT	MARKET VALUE OF INVESTMENT	COUPON INTEREST RATE %	MATURITY DATE	RATING/ COLLATERAL
WELLS FARGO	Checking A/C		\$ 8,208,461	\$ 8,208,461	\$ 8,208,461	0.000		
STATE FUND (LAIF)	Deposit on call	continuous	\$ 553,718	\$ 553,718	\$ 553,718	3.810	on call	110% collateral no rating
Other Investments								
	FFCB	3/8/2022	\$ 1,000,000	\$ 1,000,000	\$ 992,960	1.670	03/08/2024	
	FHLB	4/22/2022	\$ 1,000,000	\$ 1,000,000	\$ 990,920	2.400	04/22/2024	
	Goldman Sachs	5/1/2019	\$ 246,000	\$ 246,000	\$ 243,825	2.750	05/01/2024	
	FHLB	7/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 990,300	3.350	07/26/2024	
	Wells Fargo Bank	9/23/2022	\$ 250,000	\$ 250,000	\$ 247,216	3.750	09/23/2024	
	American Express	9/21/2022	\$ 250,000	\$ 250,000	\$ 247,199	3.750	09/24/2024	
	FHLB	12/31/2021	\$ 1,000,000	\$ 1,000,000	\$ 970,670	1.000	09/30/2024	
	FHLM	12/13/2022	\$ 1,000,000	\$ 1,000,000	\$ 996,870	5.140	12/13/2024	
	FHLB	3/24/2022	\$ 1,000,000	\$ 1,000,000	\$ 972,210	2.000	03/24/2025	
	FHLB	4/22/2022	\$ 1,000,000	\$ 1,000,000	\$ 979,640	2.750	04/22/2025	
	FHLB	7/28/2022	\$ 1,000,000	\$ 1,000,000	\$ 994,340	4.050	07/28/2025	
	FHLB	12/31/2021	\$ 1,000,000	\$ 1,000,000	\$ 947,300	1.300	09/30/2025	
	FHLB	10/27/2022	\$ 1,000,000	\$ 1,000,000	\$ 1,006,360	4.750	10/27/2025	
	FHLB	10/27/2022	\$ 1,000,000	\$ 1,000,000	\$ 997,470	5.250	10/27/2025	
	FFCB	9/12/2022	\$ 1,000,000	\$ 1,000,000	\$ 987,540	4.125	12/12/2025	
	FHLM	8/28/2023	\$ 1,000,000	\$ 1,000,000	\$ 997,930	5.700	05/28/2026	
	FHLM	9/29/2022	\$ 1,000,000	\$ 1,000,000	\$ 994,670	4.150	09/29/2026	
	FHLM	10/30/2023	\$ 1,000,000	\$ 1,000,000	\$ 1,004,590	5.550	10/30/2026	
	FFCB	12/1/2023	\$ 1,000,000	\$ 1,000,000	\$ 1,009,860	5.060	12/01/2026	
	FHLB	3/25/2022	\$ 1,000,000	\$ 1,000,000	\$ 951,690	2.600	03/25/2027	
	FHLB	5/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 980,950	3.500	05/26/2027	
	FHLB	5/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 985,620	3.750	05/26/2027	
	FHLB	9/30/2022	\$ 1,000,000	\$ 1,000,000	\$ 991,180	5.000	09/30/2027	
	FHLM	10/11/2023	\$ 1,000,000	\$ 1,000,000	\$ 1,001,840	6.150	10/11/2028	
BNY Mellon	Treasury Obligations	continuous	\$ 1,228,043	\$ 1,228,043	\$ 1,228,043	5.290	on call	110% collateral
Sub-total			\$ 22,974,043	\$ 22,974,043	\$ 22,711,193			
U.S. Bank	2014 BGPGA Bond (330)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve Fund	Fed Treas Obl	\$ 1	10032			
		Revenue Fund	Fed Treas Obl	\$ -	10034			
		Expense Fund	Fed Treas Obl	\$ -	10035			
		Principal	Fed Treas Obl	\$ 1	10036			
		Interest Fund	Fed Treas Obl	\$ 0	10037			
U.S. Bank	2015 Utility Capital (545)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve	Fed Treas Obl	\$ 485	10032			
		Expense Fund	Fed Treas Obl	\$ -	10035			
BNY Mellon	2023 BGVMIDFA Bond (328)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve / Project	Fed Treas Obl	\$ 5,592,949	10032			
		Expense Fund	Fed Treas Obl	\$ 3,075	10035			
		Principal	Fed Treas Obl	\$ -	10036			
		Interest Fund	Fed Treas Obl	\$ -	10037			
PARS	OPEB Trust	Trust Cash	Investments	\$ 3,954,966	13050			
PARS	Retirement Trust	Trust Cash	Investments	\$ 1,537,983	13050			
Sub-total	Cash with Fiscal Agents			\$ 11,089,460				
Total other investments			\$ 34,063,502	\$ 34,063,502	\$ 22,711,193			
TOTAL INVESTMENTS & CASH BALANCES			\$ 42,825,682	\$ 42,825,682	\$ 31,473,372			

Outstanding Loans to Department Heads

	Date of loan	Amount	Amount Remaining	Interest Rate
Stuart Schillinger	4/1/2002	318,750	\$ 318,750	Variable, LAIF + 1%
Clay Holstine (1)	7/8/2008	300,000	\$ -	Paid off Dec 2016
Clay Holstine (2)	9/10/2008	200,000	\$ -	Variable, LAIF + 1%

FFCB - Federal Farm Credit Bank
FHLB - Federal Home Loan Bank
FHLM - Federal Home Loan Mortgage Corporation
FNMA -Federal National Mortgage Association

Two year Treasury	4.23%	
Weighted Interest	2.85%	
Weighted maturity	1.63	Years

TREASURER'S CERTIFICATE

These are all the securities in which the city funds, including all trust funds and oversight agencies funds, are invested and that (excluding approved deferred compensation plans) all these investments are in securities as permitted by adopted city policy.

It is also certified that enough liquid resources (including maturities and anticipated revenues) are available to meet the next six months' cash flow.

Carolina Yuen
CITY TREASURER

File Attachments for Item:

F. Accept Investment Report as of January 2024

CITY OF BRISBANE
CASH BALANCES & INVESTMENTS
SOURCE OF FUNDING
January 31, 2024

NAME OF DEPOSITORY	INVESTMENT TYPE	DATE OF INVESTMENT	FACE VALUE OF INVESTMENT	CARRY VALUE OF INVESTMENT	MARKET VALUE OF INVESTMENT	COUPON INTEREST RATE %	MATURITY DATE	RATING/ COLLATERAL
WELLS FARGO	Checking A/C		\$ 3,684,729	\$ 3,684,729	\$ 3,684,729	0.000		110% collateral
STATE FUND (LAIF)	Deposit on call	continuous	\$ 1,566,808	\$ 1,566,808	\$ 1,566,808	4.010	on call	no rating
Other Investments								
	FFCB	3/8/2022	\$ 1,000,000	\$ 1,000,000	\$ 996,250	1.670	03/08/2024	
	FHLB	4/22/2022	\$ 1,000,000	\$ 1,000,000	\$ 993,360	2.400	04/22/2024	
	Goldman Sachs	5/1/2019	\$ 246,000	\$ 246,000	\$ 244,333	2.750	05/01/2024	
	FHLB	7/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 991,600	3.350	07/26/2024	
	Wells Fargo Bank	9/23/2022	\$ 250,000	\$ 250,000	\$ 247,524	3.750	09/23/2024	
	American Express	9/21/2022	\$ 250,000	\$ 250,000	\$ 247,510	3.750	09/24/2024	
	FHLB	12/31/2021	\$ 1,000,000	\$ 1,000,000	\$ 973,870	1.000	09/30/2024	
	FHLM	12/13/2022	\$ 1,000,000	\$ 1,000,000	\$ 997,350	5.140	12/13/2024	
	FHLB	3/24/2022	\$ 1,000,000	\$ 1,000,000	\$ 974,140	2.000	03/24/2025	
	FHLB	4/22/2022	\$ 1,000,000	\$ 1,000,000	\$ 980,990	2.750	04/22/2025	
	FHLB	7/28/2022	\$ 1,000,000	\$ 1,000,000	\$ 991,870	4.050	07/28/2025	
	FHLB	12/31/2021	\$ 1,000,000	\$ 1,000,000	\$ 949,520	1.300	09/30/2025	
	FHLB	10/27/2022	\$ 1,000,000	\$ 1,000,000	\$ 1,005,360	4.750	10/27/2025	
	FHLB	10/27/2022	\$ 1,000,000	\$ 1,000,000	\$ 997,750	5.250	10/27/2025	
	FFCB	9/12/2022	\$ 1,000,000	\$ 1,000,000	\$ 989,960	4.125	12/12/2025	
	FHLM	8/28/2023	\$ 1,000,000	\$ 1,000,000	\$ 998,390	5.700	05/28/2026	
	FHLM	9/29/2022	\$ 1,000,000	\$ 1,000,000	\$ 987,780	4.150	09/29/2026	
	FHLM	10/30/2023	\$ 1,000,000	\$ 1,000,000	\$ 1,004,370	5.550	10/30/2026	
	FFCB	12/1/2023	\$ 1,000,000	\$ 1,000,000	\$ 1,009,840	5.060	12/01/2026	
	FHLB	3/25/2022	\$ 1,000,000	\$ 1,000,000	\$ 950,220	2.600	03/25/2027	
	FHLB	5/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 982,960	3.500	05/26/2027	
	FHLB	5/26/2022	\$ 1,000,000	\$ 1,000,000	\$ 979,930	3.750	05/26/2027	
	FHLB	9/30/2022	\$ 1,000,000	\$ 1,000,000	\$ 992,690	5.000	09/30/2027	
	FHLM	10/11/2023	\$ 1,000,000	\$ 1,000,000	\$ 1,001,170	6.150	10/11/2028	
BNY Mellon	Treasury Obligations	continuous	\$ 3,282,743	\$ 3,282,743	\$ 3,282,743	5.260	on call	110% collateral
Sub-total			\$ 25,028,743	\$ 25,028,743	\$ 24,771,481			
U.S. Bank	2014 BGPGA Bond (330)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve Fund	Fed Treas Obl	\$ 1	10032			
		Revenue Fund	Fed Treas Obl	\$ -	10034			
		Expense Fund	Fed Treas Obl	\$ -	10035			
		Principal	Fed Treas Obl	\$ 1	10036			
		Interest Fund	Fed Treas Obl	\$ 0	10037			
U.S. Bank	2015 Utility Capital (545)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve	Fed Treas Obl	\$ 487	10032			
		Expense Fund	Fed Treas Obl	\$ -	10035			
BNY Mellon	2023 BGVMIDFA Bond (328)	Improvements	Fed Treas Obl	\$ -	10031			
		Reserve / Project	Fed Treas Obl	\$ 5,616,949	10032			
		Expense Fund	Fed Treas Obl	\$ 3,090	10035			
		Principal	Fed Treas Obl	\$ -	10036			
		Interest Fund	Fed Treas Obl	\$ -	10037			
PARS	OPEB Trust	Trust Cash	Investments	\$ 3,954,507	13050			
PARS	Retirement Trust	Trust Cash	Investments	\$ 1,537,805	13050			
Sub-total	Cash with Fiscal Agents			\$ 11,112,840				
Total other investments			\$ 36,141,584	\$ 36,141,584	\$ 24,771,481			
TOTAL INVESTMENTS & CASH BALANCES			\$ 41,393,120	\$ 41,393,120	\$ 30,023,017			

Outstanding Loans to Department Heads

	Date of loan	Amount	Amount Remaining	Interest Rate
Stuart Schillinger	4/1/2002	318,750	\$ 318,750	Variable, LAIF + 1%
Clay Holstine (1)	7/8/2008	300,000	\$ -	Paid off Dec 2016
Clay Holstine (2)	9/10/2008	200,000	\$ -	Variable, LAIF + 1%

FFCB - Federal Farm Credit Bank
FHLB - Federal Home Loan Bank
FHLM - Federal Home Loan Mortgage Corporation
FNMA -Federal National Mortgage Association

Two year Treasury	4.27%	
Weighted Interest	3.48%	
Weighted maturity	1.69	Years

TREASURER'S CERTIFICATE

These are all the securities in which the city funds, including all trust funds and oversight agencies funds, are invested and that (excluding approved deferred compensation plans) all these investments are in securities as permitted by adopted city policy.

It is also certified that enough liquid resources (including maturities and anticipated revenues) are available to meet the next six months' cash flow.

Carolina Yuen
CITY TREASURER

File Attachments for Item:

G. Adopt a Resolution Adding HdL Company as an Authorized Representative to Examine Sales or Transactions and Use Tax Records



CITY COUNCIL AGENDA REPORT

Meeting Date: March 7, 2024

From: Carolina Yuen, Finance Director

Subject: Adoption of a Resolution adding HdL Company as an Authorized Representative to Examine Sales or Transactions and Use Tax Records

Community Goal/Result

Fiscally Prudent

Purpose

To designate Hinderliter de Llamas & Associates dba HdL Company as an authorized representative with the California Department of Tax and Fee Administration in order to fulfill its requirements as part of the Business License Master Services Agreement.

Recommendation

Adopt a resolution updating the list of representatives authorized to receive and examine sales or transactions and use tax records from the California Department of Tax and Fee Administration to include Hinderliter de Llamas & Associates dba HdL Company.

Background

In September 2023, the City of Brisbane entered into an agreement with Hinderliter de Llamas & Associates (HdL Company) to administer business license tax operations management, compliance, collection and audit services in support of Municipal Code Title 5 – Business Licenses, Taxes and Regulations starting with calendar year 2024 renewals and applications. Brisbane's Municipal Code Section 5.20.015 assesses a special tax for capital improvements for businesses reporting annual gross sales or gross receipts in excess of \$10 million dollars. The calculation of the special tax assessed to such businesses incorporates a credit for sales tax generated by each business and received by the City. The original agreement with HdL Company did not include the provisions required by the California Department of Tax and Fee Administration (CDTFA), formerly known as the State Board of Equalization, to allow access to the sales tax data. Therefore, in February 2024, an amendment to the Business License Tax and Fees Services

Agreement was entered into. The amendment includes the confidentiality provisions required by CDTFA.

Discussion

Under the law, sales or transactions and use tax records are confidential. CDTFA requires the City to pass a resolution to list positions within the City, as well as representatives and firms that assist the City in its administration of these taxes or who will need access to this confidential information.

The City has in place an agreement with Muniservices, LLC to perform, among other things, Sales or Transactions and Use Tax Audit Services. The resolution brought forward tonight authorizes HdL Company to be designated and added to the list of authorized representatives in order to be given access to the confidential data. Therefore, HdL Company would be able to proceed to fully administer its duties outlined in the Business License Master Services Agreement.

Fiscal Impact

The business license taxes collected from this customer segment were budgeted in the amount of \$400,000 for Fiscal Year 2024 and have averaged \$363,000 over the last three years.

Measure of Success

The authorized representative will be able to calculate and collect business license taxes for this customer segment on behalf of the City.

Attachments

1. Resolution Authorizing Examination of Sales or Transactions and Use Tax Records
2. Agreement with Hinderliter de Llamas & Associates for Business License Master Services
3. First Amendment to Agreement for Business License Tax and Fees Services

Carolina Yuen

Carolina Yuen, Finance Director

Clay Holstine

Clay Holstine, City Manager

RESOLUTION NO. _____**A Resolution of the City Council of the City of Brisbane Authorizing
Examination of Sales or Transactions and Use Tax Records**

WHEREAS, pursuant to Ordinance Number 187, the City of Brisbane (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Ordinance Number 674, Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Brisbane deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRISBANE HEREBY
RESOLVES AS FOLLOWS:**

Section 1. That the City Manager, Assistance City Manager, Administrative Services Director, Finance Director / Treasurer, Deputy Finance Director, Financial Services Manager, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- (a) City administration;
- (b) Revenue management and budgeting;
- (c) Community and economic development; and
- (d) Tracking of economic data

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That MuniServices, LLC and the Hinderliter de Llamas & Associates dba HdL Company are also hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the MuniServices, LLC, and the Hinderliter de Llamas & Associates dba HdL Company:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in section 2 of this resolution.

Section 4. That this resolution supercedes all prior resolutions of the City Council of the City of City of Brisbane adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Terry O'Connell, Mayor

PASSED, APPROVED AND ADOPTED by the Brisbane City Council at a regular meeting on March 7, 2024.

I, HEREBY CERTIFY that the foregoing resolution was approved and adopted by the City Council of the City of Brisbane, at a regular meeting of said Council held on March 7, 2024, by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla City Clerk

Attachment 2

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of September 20, 2023 (the "Agreement Date") by and between Hinderliter De Llamas & Associates (HdL) ("Consultant"), and City of Brisbane ("Client"), which is located within the state of California (the "State").

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, "Consultant's Business"); and

WHEREAS, Client desires to contract with Consultant to obtain one or more of the services included within Consultant's Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement;

WHEREAS, Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant's Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the "Schedule(s)"), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the "Services")

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards.** In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency (including, without limitation, any participating government agency) located within or outside of the State (e.g., city, municipality, county, district, public authority or other political subdivision) may procure services for fees and other terms and conditions that are substantially similar to any of the Services, Fees and other terms and conditions set forth in this Agreement, provided that such other public agency executes a separate agreement with Consultant wherein the services rendered to such other public agency, the fees payable by such other public agency, and the other terms and conditions of such separate agreement are the responsibility of Consultant and such other public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the Services.

2. **Fees.** As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the "Fees"). Consultant may perform the Services using professionals from its staff or Consultant's affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant's staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client's satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. **Invoices; Payment.**

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days' notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. **Insurance.** Throughout the term of this Agreement, Consultant will maintain the following insurance in not less than the referenced amounts: (a) workers compensation and employers liability insurance as may be required by the State; (b) property damage liability of \$1,000,000 per incident; (c) bodily injury liability of \$1,000,000 per incident; and (d) professional liability for any errors or omissions of \$1,000,000.

5. **Client Support.**

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations concerning the confidentiality of tax records of which it has been informed by Client pursuant to Section 5.1.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the "Software"), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client's staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client's staff of the Software nor any rights of Client or any of Client's staff to sublicense, transfer or sell the Software, or rights

to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant's remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client's computers and network). **Consultant warrants that the Software will perform in accordance with the Software's documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than ninety (90) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

8.1 Consultant agrees to fully and promptly indemnify and hold harmless (but not defend) Client and each of its officers, employees and agents (collectively, "Client Group") from and against any and all third-party liabilities, judgments, awards, losses, claims, damages, expenses, and costs (including, without limitation, for reasonable third-party attorneys' fees and costs awarded in connection therewith) (each, a "Third-Party Liability", and collectively, "Third-Party Liabilities") directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of Consultant or any of its directors, officers, employees, agents, direct and indirect equity holders, or affiliates (collectively, "Consultant Group") under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Consultant admits in writing, or any of Consultant Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Consultant be obligated to defend any of Client Group or pay for any Client Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Consultant is obligated to indemnify and hold harmless Client Group as described above in this Section 8.1 then Consultant shall also be responsible for the defense costs incurred by Client Group for the related matter. Consultant's duty to indemnify and hold harmless Client shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license, permit, or exemption.

8.2 Client agrees to fully and promptly indemnify and hold harmless (but not defend) each of Consultant Group from and against any and all Third-Party Liabilities directly or indirectly related to this Agreement and arising out of any negligent act or negligent omission, or reckless or willful misconduct, of any of Client Group under this Agreement; provided, that such obligations to indemnify and hold harmless are only to the extent Client admits in writing, or any of Client Group is found by a court of competent jurisdiction in a judgment which has become final and that is no longer subject to appeal or review, to have caused the above-described Third-Party Liability(ies). In no event shall Client be obligated to defend any of Consultant Group or pay for any Consultant Group attorneys' fees or other costs of defending against any such Third-Party Liabilities ("defense costs"), with exception of if Client is obligated to indemnify and hold harmless Consultant Group as described above in this Section 8.2 then Client shall also be responsible for the defense costs incurred by Consultant Group for the related matter.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.2 In no event will any of Consultant Group be liable for any Client monies not collected by Consultant Group, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein.

9.1.3 Without limitation on any statute of limitations that expire in less than three years, no claim may be brought by Client against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than three years after the date upon which Client has actual knowledge of the first occurrence of the action or inaction giving rise to such claim (whether relating to the Services, the Software or otherwise).

9.1.4 Client acknowledges this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any obligations under this Agreement.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, each party shall be responsible for its own attorney's fees and costs regardless of whether any party is determined to be a prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas & Associates, Attn: George Bonnin Email: gbonnin@hdlcompanies.com; and Client: City of Brisbane, CA, Attn: Carolina Yuen Email: c.yuen@brisbaneca.org

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF) or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf

of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

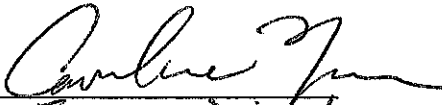
CONSULTANT:

Hinderliter De Llamas & Associates (HdL)

By: 
Its: Chief Information Officer

CLIENT:

City of Brisbane, CA

By: 
Its: Finance Director

SCHEDULE D

**Tax and Fee Administration Services and Fees
Business License Tax and Fees**

SCHEDULE D – This Schedule D provides the scope of Services and Fees for tax and fee administration related to business license tax and fees pursuant to the Master Services Agreement dated Sept 20, 2023 (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client’s business license tax administration.

1. Operations Management Services

- 1.1. Establish and maintain database of Client businesses.
- 1.2. Receive and process applications, renewals and payments in a timely fashion.
- 1.3. Send renewal notices to active businesses within 30 days of the renewal period’s end date or at another interval specified by Client.
- 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.5. Remit revenue to Client no less than monthly.
- 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

2. Compliance Services: 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.

2.1. Discovery Services

- 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
- 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
- 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
- 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
- 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

2.2. Collection Services

- 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
- 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
- 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
- 2.2.4. Remit revenue to Client no less than monthly.

2.3. Audit Services

- 2.3.1. Identify potential under-reporting and/or misclassified businesses.
- 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.
- 2.3.3. Submit audit summaries to Client and discuss further actions.
- 2.3.4. Educate businesses on proper reporting practices.

2.3.5. Invoice and collect identified delinquencies.

3. Online Payment Processing – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.

3.1. Client Responsibilities

3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

4. Operations Management Services

4.1. Fees for performing operations management Services shall be \$17.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice and, a one-time implementation charge of \$5,000.00.

4.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

4.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

4.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

5. Compliance Services

5.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).

5.1.1. Fees for performing discovery Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.

5.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.

5.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

5.1.4. Fees for performing audit Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.

- 5.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.
- 5.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 5.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 5.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
6. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
 - 6.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
 - 6.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
 - 6.1.2. ACH/eCheck processing - \$1.25 per transaction
 - 6.2. Client funded
 - 6.2.1. Credit and debit card processing – 2.9% of transaction amount
 - 6.2.2. ACH/eCheck processing - \$0.50 per transaction
 - 6.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
 - 6.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule D to the MSA through their duly authorized representatives as of Sept 20, 2023.

CONSULTANT:**CLIENT:****Hinderliter De Llamas & Associates (HdL)****City of Brisbane, CA**By: Its: Chief Information OfficerBy: Its: Finance Director

Attachment 3
CITY OF BRISBANE
FIRST AMENDMENT TO
AGREEMENT FOR BUSINESS LICENSE TAX AND FEES SERVICES

1. PARTIES AND DATE.

This First Amendment to the Agreement for Business License Tax and Fees Services ("First Amendment") is entered into on the 2nd day of February 2024 by and between the CITY of BRISBANE ("CITY") and Hinderliter de Llamas and Associates, a California corporation ("Consultant"). CITY and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Business License Tax and Fees Services dated September 20, 2023 ("Agreement"). Brisbane

2.2 First Amendment. The Parties now desire to amend the Agreement to incorporate the following clause:

1.- Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

1.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq.

1.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.

1.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

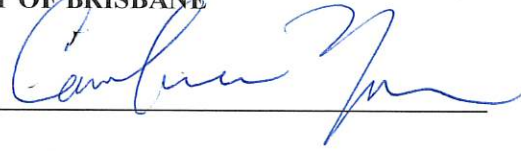
1.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

2.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

G.

CITY OF BRISBANE

By:



HINDERLITER DE LLAMAS & ASSOC.

By:

DocuSigned by:

Andrew Nickerson

2A8393594812482...

Andrew Nickerson, President

File Attachments for Item:

H. Consider Approval of a Letter to Households on Tulare Street and Thomas Avenue Asking for Their Participation in a Trial Residential Parking Permit Program

(The Fiscal Impact for the proposed pilot program will include the following: 1) setting up of the residential parking permit program parameters and associated web services, including collection of permit application information by consultant IPS Group will be \$5,000, 2) requiring residents to pay \$20 for each permit applied for and obtained, and 3) placing street signs needed for the two trial streets was estimated to cost \$5,000.)



CITY COUNCIL AGENDA REPORT

Meeting Date: March 7, 2024

From: Karen Kinser, Deputy Director of Public Works

Subject: Trial Parking Permit Program Letter - Tulare and Thomas

Community Goal/Result

- (1) Safe Community
- (2) Community Building

Purpose: To approve a letter to households on Tulare St. and Thomas Ave. asking for their participation in a trial residential parking permit program (RPPP).

Recommendation: Provide direction to staff on content and mailing of draft letter.

Background

Staff brought the Complete Streets Safety Committee's further research and options for a residential parking permit program (RPPP) for Central Brisbane to Council on February 1, 2024. Council reviewed the options presented and determined which options they wanted to pursue in the form of a trial program. Council directed staff to prepare a draft letter to residents of Tulare St and Thomas Ave. detailing the program parameters and asking whether the household was willing to be part of the pilot program. The draft letter is attached.

Council further directed staff to revise Brisbane Municipal Code Section 10.26 which allows for neighbors to initiate a program. As written the code requires 70% of households to agree to participate in a program. Council asked that the code be rewritten to require a simple majority of households on a defined street segment to initiate a program. Staff will bring the code revisions to Council at a subsequent meeting.

Discussion

To consider in the draft letter to households on Tulare and Thomas Streets are how the impacted residents might provide feedback and when the response deadline should be, as well as any other adjustments to the content deemed necessary.

Fiscal Impact

For the pilot program, setup of the RPPP parameters and associated web services, including collection of permit application information by consultant IPS Group will be \$5,000. Residents will be required to pay \$20 for each permit applied for and obtained. Staff calculated the number of signs needed for the two trial streets and estimates the cost to be \$5,000.

Enforcement would not incur additional costs, as Brisbane Police can respond to complaints with existing staff per the parameters above. Revenue from citations was not estimated nor included.

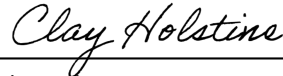
Attachments

1. Draft letter to households on Tulare St and Thomas Ave



Karen Kinser, Deputy Director of Public Works

Tomas Santoyo-Velazquez, Assistant Engineer

Randy Breault, Director of Public Works/City Engineer

Clay Holstine, City Manager



City of Brisbane
 50 Park Place
 Brisbane, CA 94005-1310
 (415) 508-2100
 (415) 467-4989 Fax

DATE

Subject: Residential Parking Program

Dear Residents of Tulare Street and Thomas Avenue,

A number of factors create challenging parking in our community; narrow streets, an economy forcing multiple generations to live under one roof, the occasional “airport parker”, businesses run out of the home and associated with multiple vehicles and pending legislation (Assembly Bill 413) that will remove parking at intersections to provide better sight distance for pedestrians.

In an effort to reduce the parking challenges and make spaces more equitably available, the Council is asking you if you are willing to have a pilot residential parking permit program implemented on your street. Please reply by **xxx, xx**, 2024.

As currently envisioned the program’s parameters are:

1. One permit will be issued per licensed driver for one vehicle, when both driver and vehicle are registered to the address.
2. The fee per permit will be \$20.
3. Guest permits will be made available. If the pilot program is established for 6 months, the number of guest permits per dwelling will be ten (10).
4. Parking will be restricted to permit holders starting at 10 PM and ending at 6 AM the next day on Sunday through Thursday.
5. Parking complaints for nonpermitted vehicles may be made anonymously by phone or through the city website at any time, but enforcement will only be conducted during program hours, and upon receipt of a resident complaint via phone or website.

Are you in favor of a test program?

☐

Yes

☐

No

Name and Street Address (one vote per household: _____)

Will the Council want to offer a date when the Public can address them on this matter?

If you would like more details or wish to comment on the proposed program, please contact Deputy Public Works Director Karen Kinser at (415) 508-2133 or kkinser@brisbaneca.org.

Very truly yours,
 Terry O’Connell
 Mayor, Brisbane City Council

File Attachments for Item:

I. Consider Authorization of a \$10,000 grant to Rebuilding Together Peninsula for Rehabilitation of Home in Brisbane Owned by Low-income Household



CITY COUNCIL AGENDA REPORT

Meeting Date: March 7, 2024

From: John Swiecki, Community Development Director

Subject: Authorize a \$10,000 grant to Rebuilding Together Peninsula for rehabilitation of a home in Brisbane owned by low-income households

Community Goal/Result

Safe Community - Residents and visitors will experience a sense of safety

Fiscally Prudent - Brisbane's fiscal vitality will reflect sound decisions which also speak to the values of the community

Purpose

To assist low-income homeowners in Brisbane with needed home repairs.

Recommendation

Authorize the City Manager to provide a \$10,000 grant to Rebuilding Together Peninsula for funding the rehabilitation of a residence owned and occupied by a low-income household in Brisbane.

Background

The City Council received a presentation on February 15, 2024 from Robert Skelton of Rebuilding Together Peninsula (RTP) to introduce the organization. In brief, RTP is a local nonprofit that provides renovation and repair services for low-income homeowners in the Peninsula. To be eligible to receive these services, a household must qualify as a low-income household under San Mateo County's current household income limits. Homeowners submit applications for repair work to RTP, and RTP determines what scope of repairs can be funded for that particular application. The work itself is completed by both skilled and non-skilled volunteers. Most projects are completed during biannual National Rebuilding Days. The next National Rebuilding Day is April 27, 2024.

RTP's work is funded from grants from a variety of sources, including foundations, corporate sponsors, and jurisdictions. Following Mr. Skelton's presentation on February 15, it was the direction of the Council to schedule this item for a future Council agenda to consider providing funds to directly sponsor the work of RTP to fund home repairs for a project in Brisbane.

Discussion

RTP has approved one application for repairs to a Brisbane home, work which will be completed during the upcoming National Rebuilding Day. While the application has already been approved by RTP, the actual scope of repairs without a dedicated sponsorship would depend on the overall

funding available to non-sponsored projects throughout the RTP's service area. Mr. Skelton confirmed to staff in an email that sponsorship funds in the amount requested would allow RTP to perform multiple and deeper repairs on the home. Due to the complexity of needed repairs, most of the work must be performed by skilled volunteers (contractors) as opposed to non-skilled lay volunteers. Mr. Skelton confirmed that the final scope of work would depend on the contracting team assigned and what 'in-kind' materials they may provide, their capabilities, and the urgency of specific line-item requests relative to health and safety of the occupants.

Should Council approve the requested \$10,000 grant, the City would be recognized as a sponsor of National Rebuilding Day on April 27. After completing the work, RTP would invoice the City including a complete scope of work and proof of work completion, including before/after photos. The City would also be recognized as a partner in RTP's Annual Report, e-newsletter, and social media accounts.

Fiscal Impact

Adoption of the recommended action would program \$10,000 from the General Fund. Funds cannot be programmed from the Low and Moderate Income Housing Asset Fund. Rehabilitating housing that is occupied by low-income households is consistent with several Housing Element and Affordable Housing Strategic Plan policies as a key strategy to prevent displacement and maintain a safe housing stock. However, despite the overall consistency of the project with the City's Housing Element and Affordable Housing Strategic Plan, small-scale rehabilitation projects like this fall outside the permissible expenditures from the Low and Moderate Income Housing Asset Fund established by State law. (Health and Safety Code Section 34176.1.)

Funds from the Low and Moderate Income Housing Asset Fund may be programmed for "substantial rehabilitation" projects, which are defined as "rehabilitation, the value of which constitutes 25 percent of the after rehabilitation value of the dwelling, inclusive of the land value." (Health and Safety Code Section 33418(b)(2)(A)(iv). The requested funding amount would not rise to the stipulated 25 percent valuation threshold.

Measure of Success

Assisting a low-income homeowner in Brisbane to make necessary home repairs consistent with the Housing Element and Affordable Housing Strategic Plan.

Attachments

None.

John Swiecki

John Swiecki, Community Development Director

Clay Holstine

Clay Holstine, City Manager

File Attachments for Item:

K. Countywide Assignments and Subcommittee Reports

i. Consider Recruitment for Vacancies on City Committees and on the San Mateo County Mosquito and Vector Control District Board of Directors



CITY *of* BRISBANE

Council Subcommittee Update

From February 10th, 2024 to March 1st, 2024

Charter City & Elections Issues Subcommittee

2/22

Davis, Lentz

Staff was directed by Councilmembers to research staff hours and consultant costs that will be brought to a future CC Meeting for discussion. This would include researching San Mateo County cities’ mayoral elections and term limits, examine similar size cities in the state regarding redistricting and their mayor’s responsibilities and authority. Staff was also directed to determine scope of work for demographer.

Upcoming Subcommittees:

Public Art Advisory Committee	3/18	4:30pm	Cunningham, Davis
Liaison to CSSC Subcommittee	4/3	6:30pm	Cunningham, Mackin



CITY COUNCIL AGENDA REPORT

Meeting Date: March 7, 2024

From: Ingrid Padilla, City Clerk and Clay Holstine, City Manager

Subject: Consider Recruitment for Vacancies on City Committees and on the San Mateo County Mosquito and Vector Control District Board of Directors

COMMUNITY GOAL RESULTS

Community Building

PURPOSE

To receive direction from the City Council regarding the resignations or vacant seats on the 1) Open Space and Ecology (OSEC) Committee, and 2) the Inclusion, Diversity, Equity, and Accountability (IDEA) Committee as well as the 3) San Mateo County Mosquito and Vector Control District Board of Directors.

RECOMMENDATION

Staff is recommending beginning the recruitment immediately for vacancies in the IDEA Committee, OSEC Committee, and the SMC Mosquito and Vector Control District through April 30, 2024. This recruitment period will provide staff ample time to advertise the vacancies in the City Star Newsletter, on signboards, on social media and on our website.

Staff is also recommending providing direction to staff to reappoint IDEA Committee Members Mangesh Kolhatkar and Alex Horton without being interviewed and via a resolution at the next City Council meeting.

BACKGROUND

With the recent passing of Carolyn Parker, Council should consider opening a recruitment for a new representative for the San Mateo County Mosquito and Vector Control District Board of Directors. This is a 4-year term seat.

With the resignation letter of OSEC Committee Member Shanna Calmes in February, the Council should consider opening a recruitment for a new OSEC Committee Member. This is a 2-year term seat to fill a vacancy for the remaining portion of former OSEC Committee Member Shanna Calmes' term which was to end by January 2026.

The IDEA Committee can have between 5 to 7 members. Members must reside or work in Brisbane. Four IDEA Committee Members' terms expired in 2024. IDEA Committee Members

Horton and Kolhatkar would like to be considered for reappointment, and IDEA Committee Member Oseto resigned in January and IDEA Committee Member Budelli declined to be considered for reappointment. The Council should consider reappointing Committee Members Horton and Kolhatkar. According to the IDEA Committee Bylaws, the City Council may re-appoint the member to the Committee without re-interviewing the member after their initial term.

Also, the City Council should consider opening a recruitment for up to 3 new IDEA Committee Members. According to the IDEA Committee Bylaws, after the initial appointments, Committee members shall serve two -year terms.

DISCUSSION

If Council decides to recruit immediately, then the Recruitment Timeline for the vacancies will be as follows:

March 8, 2024-April 30, 2024: Recruitment period begins

May 2, 2024: Provide an update at the City Council meeting and schedule interviews

May 2024: Interview applicants

June 2024: Appoint and swear in new representatives and committee members

FISCAL IMPACT

None

MEASURE OF SUCCESS

Filling vacant seats from a diverse pool of applicants.

Clay Holstine

Clayton Holstine, Interim City Manager

Ingrid Padilla

Ingrid Padilla, City Clerk