



A G E N D A



**CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY**

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

APRIL 15, 2015

**Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

REGULAR MEETING – 6:00 P.M.

THE CITY COUNCIL ALSO SITS AS THE CITY OF IMPERIAL BEACH PLANNING COMMISSION, PUBLIC FINANCING AUTHORITY, HOUSING AUTHORITY AND IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

The City of Imperial Beach is endeavoring to be in total compliance with the Americans with Disabilities Act (ADA). If you require assistance or auxiliary aids in order to participate at City Council meetings, please contact the City Clerk's Office at (619) 423-8301, as far in advance of the meeting as possible.

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE/COMMUNITY ANNOUNCEMENTS/REPORTS ON ASSIGNMENTS AND COMMITTEES

COMMUNICATIONS FROM CITY STAFF

PUBLIC COMMENT- *Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.*

PRESENTATIONS (1.1)

1.1 * CALIFORNIA AMERICAN WATER – DROUGHT UPDATE. (0230-70)

* No staff report.

Any writings or documents provided to a majority of the City Council/Planning Commission/Public Financing Authority/Housing Authority/I.B. Redevelopment Agency Successor Agency regarding any item on this agenda will be made available for public inspection in the office of the City Clerk located at 825 Imperial Beach Blvd., Imperial Beach, CA 91932 during normal business hours.

CONSENT CALENDAR (2.1-2.7)-All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.

2.1 MINUTES.

Recommendation: Approve the Regular City Council Meeting Minutes of March 4, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: Ratify the following registers: Accounts Payable Numbers 86417 through 86496 with a subtotal amount of \$730,991.20 for a total amount of \$730,991.20.

2.3 CONSIDERATION OF A REQUEST TO AUTHORIZE YGRENE TO IMPLEMENT THE CALIFORNIA PACE PROGRAM IN IMPERIAL BEACH. (0660-55)

Recommendation: Adopt Resolution Nos. 2015-7564 and 2015-7565 and an agreement to join the California Rural Home Mortgage Finance Authority that would authorize Ygrene Energy Fund CA LLC to implement property owner financing of renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the California Property Assessed Clean Energy (PACE) program.

2.4 RESOLUTION NO. 2015-7568 APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH SPECIAL ASSESSMENT DISTRICT AD 67M. (0345-10)

Recommendation: Adopt Resolution No. 2015-7568 accepting the AD 67 Engineer's Report.

2.5 RESOLUTION NO. 2015-7569 DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON. (0345-10)

Recommendation: Adopt Resolution No. 2015-7569 setting the AD 67M Public Hearing date, time and location as noted in the Analysis section of the staff report.

2.6 CONSIDERATION OF RESOLUTION NO. 2015-7567 THAT WOULD AUTHORIZE THE CITY MANAGER OR DESIGNEE TO ACCEPT AND EXECUTE A GRANT AGREEMENT WITH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR \$1,800,000 OF ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT (TRANSNET PROGRAM) FUNDS FOR THE BIKEWAY VILLAGE BAYSHORE BIKEWAY ACCESS ENHANCEMENT PROJECT (MF 1034). (0600-20 & 0680-20)

Recommendation: Adopt resolution.

2.7. APPROVAL OF CONTRACT WITH SOUTHWEST STRATEGIES, LLC, TO PROVIDE COUNSELING SERVICES TO THE CITY COUNCIL AND CONDUCT A CITY COUNCIL RETREAT. (0410-05)

Recommendation: Approval of the final agreement with Southwest Strategies, LLC, for counseling services and performance of a City Council retreat, and approval of payment of \$19,500 for services rendered.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.3)

- 5.1 CONSIDERATION OF AUTHORIZING THE OCEAN PROTECTION COUNCIL TO PROCESS A CONSOLIDATED COASTAL DEVELOPMENT PERMIT WITH THE CALIFORNIA COASTAL COMMISSION FOR A STATEWIDE SIGNAGE PROJECT THAT WOULD INSTALL INTERPRETIVE AND REGULATORY SIGNS AT THE END OF SOUTH SEACOAST DRIVE, THE TIJUANA RIVER MOUTH, AND AT MONUMENT MESA/FRIENDSHIP PARK. MF 1181. (0600-20)**

Recommendation: That the City Council authorize the Ocean Protection Council (OPC) to process a consolidated Coastal Development Permit with the California Coastal Commission for interpretive and regulatory signs to be placed at the end of south Seacoast Drive, the Tijuana River Mouth, and at Monument Mesa/Friendship Park, which would allow the California Coastal Commission to serve as the permitting agency for the Coastal Development Permit required to implement the proposed project in the City of Imperial Beach.

- 5.2 CONSIDERATION OF RESOLUTION NO. 2015- 7570 AUTHORIZING THE FILING OF A BUILDING REGIONAL RESILIENCE GRANT (MF 1025). (0390-84)**

Recommendation: That the City Council adopt Resolution No. 2015-7570 that authorizes staff to submit a \$70,000 Building Regional Resilience grant proposal to the San Diego Foundation and the San Diego Regional Climate Collaborative to augment the current sea level rise (SLR) study that is underway.

- 5.3 RESOLUTION NO. 2015-7566 AFFIRMING THE FISCAL YEAR 2015/2016 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013. (0830-95)**

Recommendation: Approve Resolution No. 2015-7566 affirming the 1.6% average increase in Sewer Service Charge Fee as approved in Ordinance 2013-1138 consistent with the STUDY dated February 20, 2013 prepared by Atkins.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURN REGULAR MEETING

The Imperial Beach City Council welcomes you and encourages your continued interest and involvement in the City's decision-making process.

FOR YOUR CONVENIENCE, A COPY OF THE AGENDA AND COUNCIL MEETING PACKET MAY BE VIEWED IN THE OFFICE OF THE CITY CLERK AT CITY HALL OR ON OUR WEBSITE AT

www.ImperialBeachCA.gov

_____/s/
Jacqueline M. Hald, MMC
City Clerk

MINUTES

**CITY OF IMPERIAL BEACH
CITY COUNCIL
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY
HOUSING AUTHORITY
IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

MARCH 4, 2015

**Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

REGULAR AND CLOSED SESSION MEETINGS – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

Mayor Dedina called the Regular Meeting to order at 6:02 p.m.

ROLL CALL BY CITY CLERK

| | |
|-------------------------|---|
| Councilmembers present: | Spriggs, Bragg, Patton |
| Councilmembers absent: | None |
| Mayor Present: | Dedina |
| Mayor Pro Tem Present: | Bilbray |
| Staff Present: | City Manager Hall, City Attorney Lyon, City Clerk Hald, Public Works Director Levien, Assistant City Manager Wade, Senior Planner Foltz |

AGENDA CHANGES

MOTION BY BRAGG, SECOND BY BILBRAY, TO TAKE ITEM NO. 5.1 IMMEDIATELY AFTER THE CONSENT CALENDAR. MOTION CARRIED UNANIMOUSLY.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Girl Scout Troops 6116 and 6447.

**MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE/COMMUNITY
ANNOUNCEMENTS/REPORTS ON ASSIGNMENTS AND COMMITTEES**

Councilmember Patton announced the Taste of IB and Symphony by the Sea events are scheduled for March 14, 2015.

Councilmember Bragg reported that she and Councilmember Spriggs attended the Chamber of Commerce Breakfast meeting where Mayor Dedina was the host speaker.

Councilmember Spriggs reported on the Metro Wastewater Commission meeting and announced that he was appointed as the Metro Wastewater representative to the San Diego Public Works Independent Rates Oversight Commission.

Mayor Dedina reported that the latest issue of San Diego Magazine listed Imperial Beach as one of the best places to live in San Diego. He thanked the Councilmembers, City staff and community members who made this dream come true.

COMMUNICATIONS FROM CITY STAFF

City Manager Hall announced Last Minute Agenda Information was distributed for City Council's consideration.

The Last Minute Agenda Information was as follows:

- Item No. 2.1:
 - a. 12/10/14 Corrected Minutes – Pages 4 and 8
 - b. 01/21/15 Revised Minutes – Page 2
- Item No. 4.1:
 - a. Correspondence received from Bill Lyons, dated 03/02/15
 - b. Correspondence received from Dennis Robbins, dated 03/02/15 at 9:03 p.m.
 - c. Correspondence received from Dennis Robbins, dated 03/02/15 at 9:05 p.m.
 - d. Correspondence received from Perry Payne, dated 03/02/15 at 9:19 p.m.
 - e. Correspondence received from Perry Payne, dated 03/02/15 at 9:27 p.m.
- Item No. 4.2:
 - a. Correspondence in support of the project, received from Bill Lyons 03/02/15

PUBLIC COMMENT

Mayor Dedina stated City Council welcomes public comment but because of the Brown Act, City Council cannot respond to items not listed on the agenda. Issues requiring a response will be referred to the City Manager.

Karan Fitch encouraged everyone to participate in this year's Relay for Life event. She noted Relay for Life gives hope for a cancer free tomorrow. She invited City officials and survivors to join a team. The kickoff party is on March 21st in the Community Room.

June Engel introduced Julie Silva, the Library's newest employee.

Andy Hall announced renderings of the new Imperial Beach Library are on display at City Hall and everyone is encouraged to submit comments.

Candy Unger invited City Councilmembers to the San Diego Tourism Authority's Annual meeting that is being held tomorrow at the La Jolla Marriott.

Kimberly Paris, representing IB Beautiful and the Farmers Market, expressed concern about closure of the Pier Plaza bathrooms while tourists and visitors are still at Pier Plaza.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.6)

MOTION BY BILBRAY, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1-2.6. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES.

Approved the Special City Council Meeting Minutes of December 10, 2014 (2 sets) and February 18, 2015 and the Regular City Council Meeting Minutes of January 21, 2015 and February 18, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 86049 through 86214 with a subtotal amount of \$693,259.02 and Payroll Checks/Direct Deposits 46418 through 46447 for a subtotal amount of \$285,352.02 for a total amount of \$978,611.04.

2.3 RESOLUTION NO. 2015-7552 FOR THE SALE OF CERTAIN SURPLUS CITY PROPERTY. (0380-45)

Adopted resolution.

2.4 MELLON (APPLICANT); REQUESTING AUTHORIZATION TO EXECUTE A LIEN CONTRACT AND COVENANT NOT TO CONVEY CONDOMINIUM UNITS FOR A CONDOMINIUM CONVERSION PROJECT LOCATED AT 901 GEORGIA STREET AND 1357 ELM AVENUE (APN 627-120-06-00). MF 954. (0600-20)

Adopted Resolution No. 2015-7547 authorizing the execution of the Lien Contract and Covenant Not to Convey Condominium Units.

2.5 CONSIDERATION AND RECOMMENDED ADOPTION OF RESOLUTION NO. 2015-7546 APPROVING PERSONNEL CHANGES AND AMENDING THE FISCAL YEARS (FY) 2013 - 2015 SALARY & COMPENSATION PLAN TO ADD THE POSITION AND SALARY RANGE OF LEAD MAINTENANCE WORKER. (0520-75)

Adopted resolution.

2.6 RESOLUTION NO. 2015-7551 PROCLAIMING SUPPORT FOR A PORT OF SAN DIEGO TIDELANDS ACTIVATION PROGRAM COMMUNITY EVENT SPONSORSHIP APPLICATION BY THE I.B./SOUTH BAY KIWANIS CLUB FOR THE KIDS FISHING DERBY. (0150-70)

Adopted resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

REPORTS (5.1)

5.1 PROPOSED BSA EAGLE PROJECT PRESENTATION. (0940-10)

Public Works Director Levien introduced the item.

Daniel Gaytan gave a PowerPoint presentation on the item and responded to questions of City Council regarding the xeriscape project for one of the parking lot islands on 4th Street, adjacent to the Sports Park picnic and tot-lot area.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO AUTHORIZE THE CITY MANAGER TO SIGN THE EAGLE PROJECT PLAN FOR MR. GAYTAN TO CONTINUE THE PROJECT DEVELOPMENT AND CONSTRUCTION AS APPROVED BY CITY COUNCIL AND CITY STAFF. MOTION CARRIED UNANIMOUSLY.

Public Works Director Levien announced there are a total of four islands in the area and he expects to return with other Eagle Scouts to finish the remainder of those islands.

PUBLIC HEARINGS (4.1-4.2)

4.1 CITYMARK DEVELOPMENT (APPLICANT); CONSIDERATION OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN FILL DEVELOPMENT), REGULAR COASTAL PERMIT (CP 140050), CONDITIONAL USE PERMIT (CUP 140051), DESIGN REVIEW CASE (DRC 140052), SITE PLAN REVIEW (SPR 140053), AND TENTATIVE MAP (TM 140054) FOR THE DEMOLITION OF NINE EXISTING RESIDENTIAL RENTAL UNITS AND CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT WITH 11 RESIDENTIAL CONDOMINIUM UNITS ABOVE COMMERCIAL UNIT(S) AT 110 EVERGREEN AVENUE (APNs 625-351-25-00 & 625-351-26-00). MF 1169. (0600-20)

Councilmember Spriggs stated that on the City Attorney's advice, he will recuse himself from Item No. 4.1 because he appeared and made comments as a member of the public and Co-chair of Seacoasters at the Design Review Board meeting when this project was considered. The concern is that someone might consider this body, sitting as an adjudicatory body and reviewing a permit application, to be biased if one of its members showed a predisposed opinion about the project. He stated that in his case, he did not believe that he did. His comments were pro and con and based on the design. He did not comment on whether the project should be approved or not. In the interest of protecting the integrity of the City Council in this matter, he said that he would recuse himself and left the Council Chambers at 6:27 p.m.

Mayor Dedina declared the public hearing open.

Senior Planner Foltz showed a PowerPoint presentation and reported on the item.

Russ Haley, with CityMark Development, offered a list of modifications/suggestions:

1. Lighting-up the area underneath the residential area as you go east on Evergreen.
2. Working with the City and MTS on the location of the bus stop. If the bus stop is moved, making the wall an art piece that celebrates the community.
3. Having a garage door system inside the retail area so that the restaurant spills out to the street and opens it up.
4. Working with the City on removing the 3 street trees that are shown on the plan and instead having a hanging basket system underneath the retail area that creates a different imagery.
5. Making the corner element iconic/bolder by raising the height of the window system in the corner of the building.

He respectfully asked City Council for approval of the item (additional speaking time donated by Rich Gostafson, Kirk McKinley and Tyler Lawson).

Shirley Nakawatase expressed concern about the horizontal line of the roof. She suggested the addition of a condition that would stagger the roofline at the same pace as the stepbacks. She stated these changes would add visual interest to the project.

Dennis Robbins expressed concern about the impacts the project would have on the units located at 130 Evergreen. He spoke in opposition to the project.

Lora Robbins stated that since the new development will be taller than her existing building, they will not get a breeze or light and their views will be compromised. The development is coming at a great personal loss to her and it detracts from her property value.

Nichole Hazelton indicated support for the project (she did not speak).

Marla Horland indicated support for the project (she did not speak).

Brennan Horland indicated support for the project (he did not speak).

Ashley Ortega indicated support for the project (she did not speak).

Linze Cole indicated support for the project (she did not speak).

Clare Buckley had positive comments about the design. She stated that the people who purchased in that area had to realize the risk. In the 90's the height limit was 40 feet. and people expected their views to be gone entirely. She questioned how this kind of project can be changed in a City of our size where we want to increase growth in an area with high density.

Jackie Jones wanted to know who asked for increased density.

City Manager Hall responded the applicant is requesting increased density by providing additional amenities in the building. This is a process allowed under the City's Zoning Ordinance.

Jackie Jones questioned the types of businesses that will be on the ground floor and what time would they close.

City Manager Hall responded that the uses allowed on the first floor are spelled out in the Zoning Ordinance. He encouraged her to contact Senior Planner Foltz for a copy of the allowed businesses. He added that since this is a Conditional Use Permit, the City Council could consider whether or not they want to impose operating hours.

Jackie Jones was in support of imposing operating hours because the project is located next to residences. She stated that with the project being located so close to the condos next door, it will decrease their beauty, view, breeze and sunlight.

Kathy Underhill stated that she purchased property in the area approximately ten years ago and one of her biggest complaints is that the property at 110 Evergreen is blighted and needs to be improved for the good of the community. When she bought there, she knew through public disclosures that this would be coming. The other property owners should have done the same thing. She spoke in support of the project.

Without dissension of the City Council, Mayor Dedina closed the public hearing.

City Council discussion.

Councilmember Bragg disclosed that she met with the developer. She stated she did research on the developer and the Little Italy Business Improvement District Association gave a positive endorsement. She asked City Attorney to speak to the legalities of obstructed views.

City Attorney Lyon responded the general law in California does not protect views, light, air. So unless the property has an easement on it saying they could not build over a certain height or they could not build at all, it would be different. If the City had a view protection ordinance, that would be different. In this case, none of those things exist so the protection of view is not a legally valid claim. The way a City has protected views is by having height limits and setback

and setback requirements. The proposed project meets those guidelines. There isn't any other claim protection for the neighbors.

Councilmember Bragg agreed with comments made by Ms. Nakawatase. She mentioned that the front window is supposed to replicate a lifeguard tower. She supported the following: moving the bus stop, having artwork at that location if the bus top is moved, lighting on the Evergreen side, removing the trees and widening of the sidewalks. She spoke in favor of having the commercial use as a restaurant and supported the project.

Mayor Pro Tem Bilbray spoke in support of the project. He suggested that in the future have something other than lifeguard architecture because this is the second project with that type of design. In the future, also figure out a roofline so it is not so straight.

In response to Councilmember Patton's question about ground floor retail height, Administrative Services Director Wade stated 13.5 feet is more than enough to attract a variety of tenants.

MOTION BY BILBRAY, SECOND BY BRAGG, THAT THE CITY COUNCIL ADOPT RESOLUTION 2015-7548, APPROVING REGULAR COASTAL PERMIT (CP 140050), CONDITIONAL USE PERMIT (CUP 140051), DESIGN REVIEW CASE (DRC 140052), SITE PLAN REVIEW (SPR 140053), AND TENTATIVE MAP (TM 140054) WHICH MAKES THE NECESSARY FINDINGS AND PROVIDES CONDITIONS OF APPROVAL IN COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS. MOTION CARRIED BY THE FOLLOWING VOTES:

| | |
|----------------------|---|
| AYES: | COUNCILMEMBERS: PATTON, BRAGG, BILBRAY, DEDINA |
| NOES: | COUNCILMEMBERS: NONE |
| ABSENT: | COUNCILMEMBERS: NONE |
| DISQUALIFIED: | COUNCILMEMBERS: SPRIGGS |

Councilmember Spriggs returned to the Council chambers at 7:17 p.m.

4.2 CITYMARK DEVELOPMENT (APPLICANT); CONSIDERATION OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN-FILL DEVELOPMENT PROJECTS), ADMINISTRATIVE COASTAL PERMIT (ACP 140055), CONDITIONAL USE PERMIT (CUP 140056), DESIGN REVIEW CASE (DRC 140057), SITE PLAN REVIEW (SPR 140058), AND TENTATIVE PARCEL MAP (TM 140059) FOR THE DEMOLITION OF AN EXISTING GARAGE AND CONSTRUCTION OF THREE NEW RESIDENTIAL CONDOMINIUM UNITS AT 119 ELM AVENUE (APN 625-351-02-00). MF 1170. (0600-20)

Mayor Dedina declared the public hearing open.

Senior Planner Foltz showed a PowerPoint Presentation and reported on the item.

Russ Hailey requested City Council's support of the project and stated that he is available to answer questions.

Mayor Dedina announced the following submitted speaker slips in support of the project: Marla Horland, Brennan Horland, Ashley Ortega, and Linze Cole.

Nichole Hazelton spoke in support of the project.

Councilmember Bragg disclosed that she met with the developer about this project.

Mayor Dedina stated that he was pleased with the staff report and presentation. He thanked the applicant for their renderings and the public for their thoughtful comments.

Without dissension of the City Council, Mayor Dedina closed the public hearing.

MOTION BY SPRIGGS, SECOND BY BRAGG, THAT THE CITY COUNCIL ADOPT RESOLUTION 2015-7549, APPROVING ADMINISTRATIVE COASTAL PERMIT (ACP 140055), CONDITIONAL USE PERMIT (CUP 140056), DESIGN REVIEW CASE (DRC 140057), SITE PLAN REVIEW (SPR 140058), AND TENTATIVE PARCEL MAP (TM 140059) WHICH MAKES THE NECESSARY FINDINGS AND PROVIDES CONDITIONS OF APPROVAL IN COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS. MOTION CARRIED UNANIMOUSLY.

REPORTS (5.2-5.5)

5.2 RESOLUTION NO. 2015-7550 TO CONFIRM THE REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM (RTCIP) PROJECT PLAN ADOPTED IN MARCH 2008. (0680-95)

Councilmember Patton left Council Chambers at 7:28 p.m.

Public Works Director Levien reported on the item.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2015-7550 AUTHORIZING CITY STAFF TO SIGN AND FORWARD A LETTER TO ITOC CONFIRMING THE RTCIP PROJECT PLAN APPROVED IN MARCH 2008. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, BILBRAY, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: PATTON**

Councilmember Patton returned to Council Chambers at 7:30 p.m.

5.3 CONSIDERATION OF RESOLUTIONS AUTHORIZING THE FILING OF THREE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) GRANT APPLICATIONS:

- 1. RESOLUTION NO. 2015-7553 AUTHORIZING THE FILING OF A SMART GROWTH INCENTIVE PROGRAM (SGIP) PLANNING GRANT APPLICATION FOR THE PREPARATION OF CONSTRUCTION DRAWINGS FOR THE WEST END SECTOR OF THE PALM AVENUE MIXED-USE & COMMERCIAL CORRIDOR MASTER PLAN;**
- 2. RESOLUTION NO. 2015-7554 AUTHORIZING THE FILING OF AN ACTIVE TRANSPORTATION GRANT PROGRAM (ATGP) CAPITAL GRANT APPLICATION FOR THE BERNARDO SHORES BAYSHORE BIKEWAY TO RAINBOW DRIVE BIKEWAY LINK; AND**
- 3. RESOLUTION NO. 2015-7555 AUTHORIZING THE FILING OF AN ACTIVE TRANSPORTATION GRANT PROGRAM (ATGP) APPLICATION FOR THE FERN AVENUE PEDESTRIAN AND MOBILITY IMPROVEMENT PROJECT. (0390-84)**

Assistant City Manager Wade presented a PowerPoint presentation on the item.

Councilmember Bragg stated that she serves as the MTS alternate on the SANDAG Transportation Committee but that does not preclude her from making comments on behalf of the City of Imperial Beach. She encouraged City Council to reach out to colleagues on SANDAG to lobby for these projects and she spoke in support of staff's recommendation.

Councilmember Spriggs echoed the comments made by the Mayor during the previous item, noting that the staff reports are easy to read and he appreciates the options presented to City Council.

In response to questions of Councilmember Spriggs, Assistant City Manager Wade stated the following: The application for the Smart Growth Incentive Program Planning Grant would be to fund only construction documents for the west end sector from Delaware to Rainbow. This is a section of the roadway that is least problematic with the State Highway Design Guidelines. If the City is awarded the grant, the City could still proceed with construction documents for that portion of the roadway and submit it to Caltrans for an encroachment permit. Caltrans could have comments and concerns, however, he believed they are not insurmountable. If City Council decides not to accept a relinquished right of way, this portion of the right of way can proceed and go to construction documents. With regard to the Bernardo Shores development project, he stated that the developer is responsible for the Class 1 bike facility. In facilitating a sound public amenity for the project and not just a benefit to the residential project, the City offered to prepare the grant application as long as the developer provides the local match. Having this grant can help effectuate the construction on time with the project so that it would not be a phase 2. It would be a concurrent project with the development of the private property. He said this is a worthy project with a regional bikeway connection and provides coastal access, meeting the objectives of the grant program.

In response to Councilmember Spriggs' question regarding the sidewalk on Fern Ave., Public Works Director Levien stated that after further investigation, he found that in the 1980's the City Council gave an encroachment permit to the school to use the right of way for their facilities. However, the document does not state how many feet the school can have. He has communicated this issue to the South Bay Union School District and they are currently under discussions on to how to proceed and to accommodate both needs.

Mayor Dedina encouraged the SANDAG representatives to work with staff on a strategy to advocate for these projects so that Imperial Beach gets its fair share. He also spoke about the new staff report format that is easier to read and to follow what is being recommended. Staff reports now have three elements: recommendation, rationale and options.

MOTION BY SPRIGGS, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2015-7553 AUTHORIZING THE FILING OF A SMART GROWTH INCENTIVE PROGRAM (SGIP) PLANNING GRANT APPLICATION FOR THE PREPARATION OF CONSTRUCTION DRAWINGS FOR THE WEST END SECTOR OF THE PALM AVENUE MIXED-USE & COMMERCIAL CORRIDOR MASTER PLAN, TO ADOPT RESOLUTION NO. 2015-7554 AUTHORIZING THE FILING OF AN ACTIVE TRANSPORTATION GRANT PROGRAM (ATGP) CAPITAL GRANT APPLICATION FOR THE BERNARDO SHORES BAYSHORE BIKEWAY TO RAINBOW DRIVE BIKEWAY LINK, AND TO ADOPT RESOLUTION NO. 2015-7555 AUTHORIZING THE FILING OF AN ACTIVE TRANSPORTATION GRANT PROGRAM (ATGP) APPLICATION FOR THE FERN AVENUE PEDESTRIAN AND MOBILITY IMPROVEMENT PROJECT. MOTION CARRIED UNANIMOUSLY.

5.4 UPDATE ON ADMINISTRATION OF THE IMPERIAL BEACH SPORTS PARK AND RECREATION CENTER. (0920-40)

City Manager Hall reported on the item. He noted that it has only been six months since the Sports Park has been maintained and operated by the Boys and Girls Club as well as the Imperial Beach Little League and Girls' Softball League. He reported that maintenance of the facility has been well received, programs have been expanded and most comments have been positive. The only complaints are that some of the facilities have not been opened on time. The next update will be presented by the Chair of the Parks and Recreation Committee.

City Clerk Hald announced no speaker slips were submitted.

Councilmember Spriggs suggested that the first report by the Chair of the Parks and Recreation Committee include a then and now evaluation so that the baseline includes the different aspects of the park oversight before and after the changes took place. He also requested an evaluation of the changes that took place.

In response to questions about having the fields open for use by the public, Don Spicer, President of Imperial Beach Little League, responded that the Major and Minor League fields are locked because they are trying to grow grass for the new season. The T-ball and Caps fields are unlocked. As for the Softball field, they are currently under maintenance by the Girls' Softball League. He also stated that there is a phone number posted at the fields if anyone is interested in using the fields during the day and/or interested in renting the fields for a team or special event.

Councilmember Bragg complimented the Senior Center for adding a Tai Chi class. She suggested consideration of additional classes for the Senior Center such as: DMV classes, traffic school classes, Zumba for seniors, take off pounds sensibly meetings, free exercise classes, bridge lessons, genealogy, community skills exchange, home safety for older adults, personal development for older adults, community resources for older adults, body dynamics for older adults, strength training for older adults. She also suggested consideration of classes for the younger population and for the disabled population.

Mayor Dedina recognized his colleagues for working with the community, the Boys and Girls Club and the leagues for this new management program. As for the evaluation, he asked for an objective way of showing baselines such as a table. He asked that the information include the number of children served, number of programs, and hours of operation. He supported a data driven evaluation of the performance standards setup in the MOU at the one year mark.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ACCEPT AND FILE THE INFORMATION ABOUT THE CURRENT STATUS OF THE PARKS AND RECREATION PROGRAMS AND OPERATIONS. MOTION CARRIED UNANIMOUSLY.

5.5 DISCUSSION ABOUT THE PROCEDURE TO APPOINT MEMBERS OF COMMUNITY BOARDS, COMMITTEES AND COMMISSIONS. (0120-95)

City Manager Hall reported on the item. He noted that City Council took action to extend terms of Board/Committee/Commission members with expired terms until a process is identified for interviewing and filling vacancies. Mayor Dedina requested a discussion on whether or not to have the City Council more involved in the interview process. The past practice was for the Mayor to have interviews and bring the recommendation to City Council for their advice and

consent.

Councilmember Patton stated that interviewing applicants in a noticed meeting would discourage many to apply and those not selected may feel slighted. He was concerned about losing good candidates. He spoke in favor of the current process and reviewing resumes.

Councilmember Bragg stated that it is important to talk with the candidates. She stated that in the past she was left out of the process. She acknowledged Councilmember Patton's concern and asked the City Attorney how Councilmembers can participate.

City Attorney Lyon explained that due to the Brown Act, if all five Councilmembers wanted to participate in the interview it would have to be at a noticed meeting. The other option is to have a subcommittee of City Council (two Councilmembers) conduct the interviews. Their recommendation on who to appoint would be to the full City Council at a noticed meeting.

Councilmember Spriggs agreed that having people come forward for a public interview could have a chilling effect on people coming forward. He questioned if interviews could occur in closed session.

City Attorney Lyon stated interviews could not occur in closed session. She suggested having different subcommittees for different commissions so that every Councilmember could participate. The subcommittees would present their recommendations to the City Council at a noticed meeting.

Councilmember Spriggs expressed concern about people not wanting to come forward and subjecting themselves to a public interview. He supported having interviews by a subcommittee of two councilmembers.

Mayor Dedina stated that in 1979 he was interviewed in public when he applied to be on a committee. He spoke in support for the City Council and public having the opportunity to participate in the process. He noted that the process is a form of leadership development. All of the board, committee and commission meetings are held in public. They field questions from the public and they are in the public eye. He hoped that people who apply understand that it is a public leadership type of role. He also stated that when we achieve the highest standards of transparency and openness, it serves to build leadership, transparency and accountability in our community. He anticipated that the City Council would support their involvement in this process.

City Council discussion ensued regarding the interview process; there was concern regarding public interviews; and there was a suggestion that if the number of applicants reaches a certain threshold to have a City Council subcommittee review applications then have the final interviews with City Council.

City Manager Hall suggested a threshold of double the number of applicants as there are open seats.

Since Councilmember Patton is not feeling well, Mayor Pro Tem Bilbray suggested that the item be continued to the next meeting to allow Councilmember Patton to participate in the discussion.

MOTION BY BILBRAY, SECOND BY PATTON, TO CONTINUE THE ITEM TO THE NEXT CITY COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the regular meeting at 8:20 p.m.

CLOSED SESSION MEETING CALL TO ORDER

Mayor Dedina called the Closed Session meeting to order at 8:20 p.m.

ROLL CALL

Councilmember Spriggs announced he is recessed from the Closed Session because of a conflict of interest.

City Attorney Lyon announced for the record that the other four Councilmembers will adjourn to Closed Session.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1)
Case No. 37-2013-00081555-CU-EI-CTL

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Govt. Code Section 54956.9(d)(2) with existing facts and circumstances per Govt. Code Section 54956.9(e)(3): 2 claims

City Council adjourned to Closed Session at 8:21 p.m. and the meeting was reconvened to Open Session at 8:31 p.m.

Reporting out of Closed Session, City Attorney Lyon announced City Council discussed Closed Session Item Nos. 1 and 2, City Council gave direction and no reportable action was taken.

ADJOURN CLOSED SESSION

Mayor Dedina adjourned the closed session at 8:33 p.m.

Serge Dedina, Mayor

Jacqueline M. Hald, MMC
City Clerk

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 15, 2015
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *DSB*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$730,991.20.

RECOMMENDATION:

It is respectfully requested that the City Council ratify the warrant register.

RATIONALE:

The warrant register is presented providing transparency with regards to City expenditures.

OPTIONS:

- Receive and file the report from the City Manager
- Provide direction to the City Manager to take a specific action

BACKGROUND:

None

ANALYSIS:

As of April 7, 2004 all large warrants above \$100,000 will be separately highlighted and explained on the staff report.

| <u>Vendor:</u> | <u>Check:</u> | <u>Amount:</u> | <u>Description:</u> |
|--------------------------|---------------|----------------|---------------------------|
| San Diego County Sheriff | 86445 | \$506,025.04 | Jan 2015 Law Enf Services |

The following registers are submitted for Council ratification:

Accounts Payable

| <u>WARRANT #</u> | <u>DATE</u> | <u>AMOUNT</u> |
|------------------|------------------|----------------------|
| 86417-86453 | 03/27/2015 | \$ 652,555.96 |
| 86454-86496 | 04/02/2015 | \$ 78,435.24 |
| | Sub-Total | \$ 730,991.20 |
| | TOTAL | \$ 730,991.20 |

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Warrants are issued from budgeted funds and there is no additional impact on reserves.

Attachments:

1. Warrant Register as Budgeted
2. Warrant Register

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/07/2015

| Expense | Budget | Previous Warrant Registers | | Remaining Budget | |
|-------------------------------------|--------------|----------------------------|------------|------------------|--------------|
| | | 2015-03-27 | 2015-04-02 | | |
| 101 GENERAL FUND | | | | | |
| PROFESSIONAL SERVICES | \$ 6,930,459 | \$ 3,956,668 | \$ 500,454 | \$ 19,671 | \$ 2,453,666 |
| TECHNICAL SERVICES | \$ 505,489 | \$ 224,309 | \$ 2,540 | \$ 6,115 | \$ 272,525 |
| OPERATING SUPPLIES | \$ 307,767 | \$ 194,517 | \$ 1,090 | \$ 3,172 | \$ 108,987 |
| GAS & ELECTRIC (SDG&E) | \$ 227,000 | \$ 137,690 | \$ 15,440 | | \$ 73,870 |
| ATTORNEY SERVICES-OTHER | \$ 141,443 | \$ 57,589 | \$ 8,227 | | \$ 75,627 |
| OTHER SERVICES & CHARGES | \$ 135,515 | \$ 64,485 | \$ 129 | \$ 498 | \$ 70,403 |
| TEMPORARY STAFFING | \$ 134,641 | \$ 89,917 | | \$ 4,865 | \$ 39,859 |
| RCS PROGRAM | \$ 111,500 | \$ 26,523 | \$ 3,651 | | \$ 81,327 |
| UTILITIES-WATER | \$ 105,453 | \$ 73,047 | \$ 4,614 | | \$ 27,792 |
| MAINTENANCE & REPAIR | \$ 72,220 | \$ 25,378 | | \$ 597 | \$ 46,245 |
| ATTORNEY SERVICES | \$ 63,557 | \$ 21,923 | \$ 303 | | \$ 41,331 |
| TRAVEL, TRAINING, MEETING | \$ 60,204 | \$ 41,446 | | \$ 300 | \$ 18,458 |
| RENT-UNIFORMS | \$ 42,204 | \$ 16,408 | \$ 532 | | \$ 25,263 |
| TRAFFIC CONTROL | \$ 40,500 | \$ 27,156 | \$ 25 | \$ 78 | \$ 13,241 |
| MEMBERSHIP DUES | \$ 30,375 | \$ 25,140 | | | \$ 5,235 |
| SMALL TOOLS/NON-CAPITAL | \$ 28,900 | \$ 3,496 | | | \$ 25,404 |
| BANKING/FIN SRVCS CHARGES | \$ 28,000 | \$ 26,340 | | | \$ 1,660 |
| UTILITIES-TELEPHONE | \$ 27,721 | \$ 15,129 | | \$ 1,817 | \$ 10,774 |
| COPIER LEASES | \$ 27,700 | \$ 22,158 | | | \$ 5,542 |
| OFFICE SUPPLIES | \$ 25,266 | \$ 16,982 | \$ 183 | \$ 287 | \$ 7,814 |
| UTILITIES-CELL PHONES | \$ 20,183 | \$ 11,537 | \$ 32 | | \$ 8,614 |
| FEES & LICENSES | \$ 18,250 | \$ 14,741 | | | \$ 3,509 |
| POSTAGE & FREIGHT | \$ 17,450 | \$ 8,109 | | | \$ 9,341 |
| EMPLOYEE RECOGNITION AWRD | \$ 15,653 | \$ 11,726 | | | \$ 3,927 |
| EQUIPMENT | \$ 15,000 | \$ 8,617 | | | \$ 6,383 |
| VEHICLE OPERATE-FUEL/OIL | \$ 15,000 | | | | \$ 15,000 |
| TRAINING & EDUCATION-MOU | \$ 14,400 | \$ 3,359 | | \$ 643 | \$ 10,398 |
| PRINTING SERVICES | \$ 13,149 | \$ 5,751 | | | \$ 7,398 |
| PLAN CHECK SVCICIES | \$ 12,000 | | | | \$ 12,000 |
| CONTRACTS-ELECTIONS | \$ 9,415 | \$ 8,903 | | | \$ 512 |
| UTILITIES-SEWER | \$ 8,300 | \$ 8,139 | | | \$ 161 |
| ADVERTISING | \$ 6,700 | \$ 2,694 | | | \$ 4,006 |
| SUBSCRIBE & PUBLICATIONS | \$ 6,150 | \$ 1,214 | | \$ 132 | \$ 4,805 |
| SECURITY & ALARM | \$ 5,300 | \$ 2,167 | | \$ 322 | \$ 2,810 |
| RENT-EQUIPMENT | \$ 4,800 | \$ 829 | | | \$ 3,971 |
| PEST CONTROL SERVICE | \$ 4,200 | \$ 2,925 | | | \$ 1,275 |
| RENT-FACILITIES | \$ 3,600 | | | | \$ 3,600 |
| FIRE EXTINGUISHER SERVICE | \$ 1,650 | | | | \$ 1,650 |
| NUISANCE ABATEMENT CHARGE | \$ 1,500 | | | | \$ 1,500 |
| CONTRACTS-POSTAGE MACHINE | \$ 1,109 | \$ 1,109 | | | \$ - |
| MILEAGE REIMBURSEMENT | \$ 669 | \$ 255 | | | \$ 414 |
| INSURANCE PREMIUM/DEPOSIT | \$ 75 | | | | \$ 75 |
| COMMUNITY PROGRAMS | | \$ - | | | \$ - |
| 201 GAS TAX FUND | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 883,931 | \$ 119,990 | | | \$ 763,941 |
| 202 PROP "A" (TRANSNET) FUND | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 1,035,500 | \$ 694,581 | \$ 32,912 | | \$ 308,007 |
| ATTORNEY SERVICES | \$ 470 | \$ 470 | | | \$ 0 |
| 212 SLESF (COPS) FUND | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 100,000 | | | | \$ 100,000 |
| 213 LLEBG FUND | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 30,000 | | | | \$ 30,000 |
| 215 LLMD-ASSMT DIST #67 FUND | | | | | \$ - |

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/07/2015

| | Budget | Previous Warrant Registers | | 2015-03-27 | | 2015-04-02 | | Remaining Budget |
|--------------------------------------|--------------|----------------------------|----------|------------|--|------------|--|------------------------------|
| | | | | | | | | |
| GAS & ELECTRIC (SDG&E) | \$ 28,000 | \$ 18,622 | | | | | | \$ 9,378 |
| PROFESSIONAL SERVICES | \$ 2,000 | | | | | | | \$ 2,000 |
| 216 HOUSING AUTHORITY | | | | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 6,415 | \$ 6,415 | \$ 230 | | | | | \$ (230) |
| 217 HOUSING AUTHORITY-BOND | | | | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 2,176,000 | \$ 212,500 | | | | | | \$ 1,963,500 |
| ATTORNEY SERVICES | | \$ - | | | | | | \$ - |
| 245 RDA PA#1 LOW/MOD HSG-S/A | | | | | | | | \$ - |
| PROFESSIONAL SERVICES | | \$ - | | | | | | \$ - |
| 301 SA DEBT SERVICE FUND | | | | | | | | \$ - |
| BOND INTEREST (2010 TAB) | \$ 1,058,910 | \$ 538,259 | | | | | | \$ 520,651 |
| INTEREST BOND (2013 TAB) | \$ 762,957 | \$ 367,725 | | | | | | \$ 395,232 |
| BOND PRINCIPAL (2010 TAB) | \$ 235,000 | | | | | | | \$ 235,000 |
| 303 REDEV OBLIG RETIRE FUND | | | | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 167,106 | \$ 89,578 | | | | | | \$ 77,528 |
| ATTORNEY SERVICES | \$ 140,000 | \$ 119,416 | \$ 7,455 | | | | | \$ 13,129 |
| OTHER SERVICES & CHARGES | \$ 9,000 | \$ 6,691 | \$ 28 | \$ 500 | | | | \$ 1,781 |
| TRAVEL, TRAINING, MEETING | \$ 10 | \$ 6 | | | | | | \$ 4 |
| SA ADMIN-OTHER REIMB | | \$ - | | | | | | \$ - |
| 401 CAPITAL IMPROVEMENT FUND | | | | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 1,440,011 | \$ 426,168 | | | | | | \$ 1,013,843 |
| 402 C.I.P. 2010 BOND | | | | | | | | \$ - |
| PROFESSIONAL SERVICES | \$ 591,877 | \$ 505,603 | | | | | | \$ 86,274 |
| ATTORNEY SERVICES | \$ 23,000 | \$ 17,230 | \$ 4,365 | | | | | \$ 1,405 |
| 405 RDA PA#1 CIP-OP S/A | | | | | | | | \$ - |
| PROFESSIONAL SERVICES | | \$ - | | | | | | \$ - |
| 501 VEHICLE REPLACEMENT/MAINT | | | | | | | | \$ - |
| VEHICLE OPERATE-FUEL/OIL | \$ 255,000 | \$ 144,180 | \$ 8,376 | \$ 3,936 | | | | \$ 98,508 |
| EQUIPMENT | \$ 180,000 | \$ 81,566 | | | | | | \$ 98,434 |
| VEHICLE OPERATE-PARTS M&O | \$ 25,000 | \$ 15,749 | | \$ 1,361 | | | | \$ 7,890 |
| MAINTENANCE & REPAIR | \$ 23,100 | \$ 18,290 | | \$ 730 | | | | \$ 4,081 |
| SMALL TOOLS/NON-CAPITAL | \$ 6,000 | \$ 305 | | \$ 23 | | | | \$ 5,672 |
| OPERATING SUPPLIES | \$ 4,100 | \$ 1,435 | | \$ 8 | | | | \$ 2,657 |
| FEES & LICENSES | \$ 4,000 | \$ 3,358 | | | | | | \$ 642 |
| OTHER SERVICES & CHARGES | \$ 2,100 | \$ 596 | | \$ 296 | | | | \$ 1,207 |
| FIRE EXTINGUISHER SERVICE | \$ 400 | | | | | | | \$ 400 |
| 502 RISK MANAGEMENT FUND | | | | | | | | \$ - |
| INSURANCE PREMIUM/DEPOSIT | \$ 167,344 | \$ 167,344 | | | | | | \$ (0) |
| PYMT OF WORK COMP CLAIMS | \$ 141,250 | \$ 110,742 | | | | | | \$ 30,508 |
| ATTORNEY SERVICES | \$ 88,670 | \$ 58,320 | \$ 5,653 | | | | | \$ 24,697 |
| INSURANCE PREMIUM/WK COMP | \$ 55,000 | \$ 54,410 | | | | | | \$ 590 |
| THIRD PARTY ADMIN (W/C) | \$ 28,406 | \$ 28,406 | | | | | | \$ (0) |
| PAYMENT OF CLAIMS | \$ 10,000 | \$ 7,512 | | | | | | \$ 2,488 |
| PROFESSIONAL SERVICES | \$ 2,250 | \$ 2,250 | | | | | | \$ - |
| TECHNICAL SERVICES | \$ 1,580 | \$ 1,578 | | | | | | \$ 2 |
| OPERATING SUPPLIES | \$ 1,000 | | | | | | | \$ 1,000 |
| OFFICE SUPPLIES | \$ 250 | | | | | | | \$ 250 |
| SUBSCRIBE & PUBLICATIONS | \$ 250 | | | | | | | \$ 250 |
| OTHER SERVICES & CHARGES | | \$ 10,163 | | | | | | \$ (10,163) To be reimbursed |
| 503 TECHNOLOGY/COMMUNICATIONS | | | | | | | | \$ - |
| H.T.E. MAINTENANCE | \$ 67,000 | \$ 62,873 | | | | | | \$ 4,127 |
| EQUIPMENT | \$ 52,250 | \$ 827 | | | | | | \$ 51,423 |
| PROFESSIONAL SERVICES | \$ 33,984 | \$ 12,258 | | | | | | \$ 21,726 |
| TEMPORARY STAFFING | \$ 28,000 | \$ 18,417 | | \$ 1,120 | | | | \$ 8,463 |
| TECHNICAL SERVICES | \$ 23,616 | \$ 15,357 | | \$ 3,060 | | | | \$ 5,199 |

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 04/07/2015

| | Budget | Previous Warrant Registers | 2015-03-27 | 2015-04-02 | Remaining Budget |
|-------------------------------------|--------------|----------------------------------|------------|------------|------------------|
| | | | | | |
| UTILITIES-TELEPHONE | \$ 12,000 | \$ 7,554 | | \$ 930 | \$ 3,516 |
| SMALL TOOLS/NON-CAPITAL | \$ 10,000 | \$ 3,354 | | | \$ 6,646 |
| QUESYST | \$ 8,000 | \$ 6,000 | | | \$ 2,000 |
| OPERATING SUPPLIES | \$ 7,000 | \$ 503 | | | \$ 6,497 |
| TRAVEL, TRAINING, MEETING | \$ 4,000 | \$ 619 | | | \$ 3,381 |
| UTILITIES-CELL PHONES | \$ 4,000 | \$ 2,663 | | | \$ 1,337 |
| FEES & LICENSES | \$ 4,000 | \$ 1,902 | | | \$ 2,098 |
| MEMBERSHIP DUES | \$ 1,000 | \$ 240 | | | \$ 760 |
| MAINTENANCE & REPAIR | \$ 1,000 | \$ 105 | | | \$ 895 |
| SUBSCRIBE & PUBLICATIONS | \$ 500 | | | | \$ 500 |
| OTHER SERVICES & CHARGES | \$ 500 | \$ 339 | | | \$ 161 |
| OFFICE SUPPLIES | \$ 500 | \$ 145 | | | \$ 355 |
| POSTAGE & FREIGHT | \$ 200 | \$ 149 | | | \$ 51 |
| 504 FACILITY MAINT/REPLACMNT | | | | | \$ - |
| TECHNICAL SERVICES | \$ 76,000 | \$ 57,824 | | \$ 3,975 | \$ 14,201 |
| EQUIPMENT | \$ 50,000 | | | | \$ 50,000 |
| 601 SEWER ENTERPRISE FUND | | | | | \$ - |
| TECHNICAL SERVICES | \$ 2,574,100 | \$ 1,886,130 | | | \$ 687,970 |
| PROFESSIONAL SERVICES | \$ 2,271,266 | \$ 591,009 | \$ 23,641 | \$ 12,335 | \$ 1,644,281 |
| PRINCIPAL PMT-CITY LOAN | \$ 124,811 | | | | \$ 124,811 |
| GAS & ELECTRIC (SDG&E) | \$ 68,000 | \$ 47,985 | \$ 5,196 | | \$ 14,819 |
| MAINTENANCE & REPAIR | \$ 45,020 | \$ 26,354 | \$ 1,912 | \$ 1,097 | \$ 15,657 |
| TEMPORARY STAFFING | \$ 25,000 | \$ 11,592 | | \$ 1,722 | \$ 11,686 |
| STAND-BY PAY | \$ 19,000 | \$ 12,736 | | | \$ 6,264 |
| OPERATING SUPPLIES | \$ 15,045 | \$ 5,364 | | \$ 392 | \$ 9,289 |
| OTHER SERVICES & CHARGES | \$ 8,400 | | | | \$ 8,400 |
| EQUIPMENT | \$ 5,600 | | | | \$ 5,600 |
| UTILITIES-TELEPHONE | \$ 4,000 | \$ 842 | | \$ 19 | \$ 3,139 |
| SECURITY & ALARM | \$ 4,000 | \$ 3,011 | | | \$ 989 |
| UTILITIES-WATER | \$ 3,500 | \$ 2,154 | \$ 7 | | \$ 1,340 |
| FEES & LICENSES | \$ 2,375 | \$ 1,537 | | | \$ 838 |
| TRAVEL, TRAINING, MEETING | \$ 1,980 | \$ 1,980 | | | \$ - |
| SMALL TOOLS/NON-CAPITAL | \$ 1,400 | \$ 747 | | | \$ 653 |
| RENT-EQUIPMENT | \$ 1,000 | | | | \$ 1,000 |
| MEMBERSHIP DUES | \$ 800 | \$ 539 | | | \$ 261 |
| INTEREST PMT-CITY LOAN | \$ 635 | | | | \$ 635 |
| Revenue | | | \$ 6,609 | | |
| Asset | | | | | |
| Liability | | | \$ 18,202 | \$ 8,433 | |
| Fund Balance | | | | | |
| Grand Total | | | \$ 651,805 | \$ 78,435 | |

Payroll related checks not listed above

\$ 751 \$ -
\$ 652,556 \$ 78,435

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | | CHECK AMOUNT |
|--------------------|--------------|-------------------------------|-------------|--------|----------|-----|--------|--------------|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN | AMOUNT | |
| 03/27/2015 | 86417 | AFLAC | 120 | | | | | 673.68 |
| 101-0000-209.01-13 | 03/12/2015 | PR AP PPE 3/05/15 | 20150312 | | 09/2015 | | | 336.84 |
| 101-0000-209.01-13 | 03/26/2015 | PAYROLL AP PPE 3/19/15 | 382594 | | 09/2015 | | | 336.84 |
| 03/27/2015 | 86418 | AMERICAN MESSAGING | 1759 | | | | | 86.11 |
| 101-3020-422.27-05 | 03/01/2015 | MAR 2015 | L1074045PC | 150100 | 09/2015 | | | 32.22 |
| 101-3030-423.30-02 | 03/01/2015 | MAR 2015 | L1074045PC | 150100 | 09/2015 | | | 53.89 |
| 03/27/2015 | 86419 | CALIFORNIA AMERICAN WATER | 612 | | | | | 4,648.36 |
| 101-6020-452.27-02 | 03/16/2015 | 1015-210019176067 FEB 15 | 04-07-2015 | | 08/2015 | | | 271.79 |
| 101-5010-431.27-02 | 03/16/2015 | 1015-210019178568 FEB 15 | 04-07-2015 | | 08/2015 | | | 146.68 |
| 101-5010-431.27-02 | 03/16/2015 | 1015-210020731235 FEB 15 | 04-07-2015 | | 08/2015 | | | 6.68 |
| 101-5020-432.27-02 | 03/16/2015 | 1015-210020277854 FEB 15 | 04-07-2015 | | 08/2015 | | | 61.48 |
| 101-6020-452.27-02 | 03/16/2015 | 1015-210019335682 FEB 15 | 04-07-2015 | | 08/2015 | | | 39.09 |
| 101-6020-452.27-02 | 03/16/2015 | 1015-210019335774 FEB 15 | 04-07-2015 | | 08/2015 | | | 182.18 |
| 101-5010-431.27-02 | 03/20/2015 | 1015-210019531626 FEB 15 | 04-13-2015 | | 08/2015 | | | 617.13 |
| 101-6020-452.27-02 | 03/17/2015 | 1015-210019176333 FEB 15 | 04-08-2015 | | 08/2015 | | | 12.28 |
| 601-5060-436.27-02 | 03/17/2015 | 1015-210019401916 FEB 15 | 04-08-2015 | | 08/2015 | | | 6.68 |
| 101-5010-431.27-02 | 03/17/2015 | 1015-210019535857 FEB 15 | 04-08-2015 | | 08/2015 | | | 40.28 |
| 303-1250-413.29-04 | 03/18/2015 | 1015-210021114451 FEB 15 | 04-09-2015 | | 08/2015 | | | 27.89 |
| 101-1910-419.27-02 | 03/20/2015 | 1015-210019335347 FEB 15 | 04-13-2015 | | 08/2015 | | | 2,349.54 |
| 101-6020-452.27-02 | 03/18/2015 | 1015-210019335484 FEB 15 | 04-09-2015 | | 08/2015 | | | 109.38 |
| 101-6020-452.27-02 | 03/17/2015 | 1015-210019335248 FEB 15 | 04-08-2015 | | 08/2015 | | | 106.75 |
| 101-6020-452.27-02 | 03/17/2015 | 1015-210021082448 FEB 15 | 04-08-2015 | | 08/2015 | | | 632.61 |
| 101-5010-431.27-02 | 03/17/2015 | 1015-210019334918 FEB 15 | 04-08-2015 | | 08/2015 | | | 6.68 |
| 101-5010-431.27-02 | 03/17/2015 | 1015-210019335835 FEB 15 | 04-08-2015 | | 08/2015 | | | 6.68 |
| 101-6020-452.27-02 | 03/18/2015 | 1015-210019746893 FEB 15 | 04-09-2015 | | 08/2015 | | | 6.68 |
| 101-5010-431.27-02 | 03/17/2015 | 1015-210019531534 FEB 15 | 04-08-2015 | | 08/2015 | | | 17.88 |
| 03/27/2015 | 86420 | CALIFORNIA STATE DISBURSEMENT | 2650 | | | | | 355.84 |
| 101-0000-209.01-07 | 03/26/2015 | PR AP PPE 3/19/15 | 20150326 | | 09/2015 | | | 355.84 |
| 03/27/2015 | 86421 | COLONIAL LIFE & ACCIDENT | 941 | | | | | 100.18 |
| 101-0000-209.01-13 | 03/12/2015 | PR AP PPE 3/05/15 | 20150312 | | 09/2015 | | | 50.09 |
| 101-0000-209.01-13 | 03/26/2015 | PAYROLL AP PPE 3/19/15 | 0302034 | | 09/2015 | | | 50.09 |
| 03/27/2015 | 86422 | COUNTY OF SAN DIEGO | 1055 | | | | | 1,945.10 |
| 101-3010-421.21-04 | 02/28/2015 | FEB 2015 PARKING PENALTY | 02/15 | | 08/2015 | | | 1,945.10 |
| 03/27/2015 | 86423 | COUNTY OF SAN DIEGO RCS | 1065 | | | | | 3,650.50 |
| 101-3010-421.21-25 | 03/01/2015 | FEB 2015 PS RADIOS | 15CTOFIBN08 | 150411 | 08/2015 | | | 2,272.50 |
| 101-3020-422.21-25 | 03/01/2015 | FEB 2015 PS RADIOS | 15CTOFIBN08 | 150411 | 08/2015 | | | 583.00 |
| 101-3030-423.21-25 | 03/01/2015 | FEB 2015 PS RADIOS | 15CTOFIBN08 | 150411 | 08/2015 | | | 795.00 |
| 03/27/2015 | 86424 | DOWNSTREAM SERVICES, INC. | 1593 | | | | | 595.00 |
| 101-5050-435.21-04 | 03/12/2015 | MAR 2015 MAINT | 73402 | 150399 | 09/2015 | | | 595.00 |
| 03/27/2015 | 86425 | ELITE SHOW SERVICES, INC. | 1213 | | | | | 8,436.00 |
| 601-5060-436.20-06 | 02/28/2015 | FEB 2015 SECURITY SVCS | 237222 | | 08/2015 | | | 8,436.00 |

| CHECK DATE | CHECK NUMBER | VENDOR NAME | VENDOR # | | | | CHECK AMOUNT |
|--|---|------------------------------|--|--|--|--|--------------|
| ACCOUNT # | TRN DATE | DESCRIPTION | INVOICE | PO # | PER/YEAR | TRN AMOUNT | |
| 03/27/2015 601-5060-436.28-01 | 86426 03/06/2015 | FERGUSON ENTERPRISES INC. | #108 915 6" GATE VLVS | 0504936 | 150046 09/2015 | 1,911.78 1,911.78 | |
| 03/27/2015 601-5060-536.20-06 601-5060-536.20-06 | 86427 03/06/2015 03/06/2015 | GEOCON INC. | 2206 JAN 2015 RAINBOW DR SEWER FEB 2015 MAIN LINE REPAIR | 1502022 1502023 | 150206 08/2015 150206 08/2015 | 5,265.00 1,770.00 3,495.00 | |
| 03/27/2015 101-0000-209.01-08 | 86428 03/26/2015 | I B FIREFIGHTERS ASSOCIATION | 214 PAYROLL AP PPE 3/19/15 | 20150326 | 09/2015 | 450.00 450.00 | |
| 03/27/2015 101-0000-209.01-10 | 86429 03/26/2015 | ICMA RETIREMENT TRUST 457 | 242 PAYROLL AP PPE 3/19/15 | 101945843 | 09/2015 | 6,991.20 6,991.20 | |
| 03/27/2015 101-6030-453.20-06 | 86430 03/20/2015 | JACQUELINE SUE STENZEL | 2491 MAR 6-MAR 20 2015 | 21 | 150228 09/2015 | 120.00 120.00 | |
| 03/27/2015 202-5016-531.20-06 | 86431 02/20/2015 | JUST CONSTRUCTION, INC. | 2609 JAN 2015 RTIP FY 11/12 | 05-REV-01 | 150276 08/2015 | 2,213.98 2,213.98 | |
| 03/27/2015 303-1250-413.20-01 303-1250-413.20-01 216-1240-413.20-06 216-1240-413.20-06 402-5000-532.20-01 303-1250-413.20-01 303-1250-413.20-01 303-1250-413.20-01 303-1250-413.20-01 | 86432 03/04/2015 03/04/2015 03/04/2015 03/04/2015 03/04/2015 03/04/2015 03/04/2015 03/04/2015 03/04/2015 03/04/2015 | KANE, BALLMER & BERKMAN | 1828 FEB 2015 FEB 2015 FEB 2015 FEB 2015 FEB 2015 FEB 2015 FEB 2015 FEB 2015 FEB 2015 | 21032 21033 21030 21031 21029 21028 21025 21038 | 08/2015 08/2015 08/2015 08/2015 08/2015 08/2015 08/2015 08/2015 | 11,872.35 3,190.00 1,595.00 175.00 55.00 4,365.00 687.50 1,011.00 793.85 | |
| 03/27/2015 101-1210-413.20-06 | 86433 02/28/2015 | LANCE, SOLL & LUNGHARD LLP | 116 2014 SINGLE AUDIT FINAL R | 13716 | 08/2015 | 500.00 500.00 | |
| 03/27/2015 101-1130-412.20-06 | 86434 03/17/2015 | MANAGED HEALTH NETWORK | 2432 APR 2015 | 3200067157 | 150174 10/2015 | 397.60 397.60 | |
| 03/27/2015 502-1922-419.20-01 502-1922-419.20-01 502-1922-419.20-01 101-1220-413.20-01 303-1250-413.20-01 101-1220-413.20-02 | 86435 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 02/28/2015 | MCDUGAL LOVE ECKIS & | 962 FEB 2015 FEB 2015 FEB 2015 FEB 2015 FEB 2015 FEB 2015 | 87762 87764 87765 87766 87767 87763 | 08/2015 08/2015 08/2015 08/2015 08/2015 08/2015 | 14,360.89 1,968.20 115.60 3,569.20 303.45 177.44 8,227.00 | |
| 03/27/2015 202-5016-531.20-06 202-5016-531.20-06 202-5016-531.20-06 | 86436 01/29/2015 01/31/2015 03/04/2015 | NOLTE ASSOCIATES, INC. | 2600 DEC 2014 ELM AVE IMPRVMT DEC 2014 STAFF EXTENSION JAN 2015 ELM AVE IMPRVMT | 15010292 15010323 15020490A | 150497 06/2015 150497 06/2015 150497 07/2015 | 30,698.44 7,918.90 800.04 21,979.50 | |
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| 101-1130-412.30-01 | 03/04/2015 | FOLDERS/AWARDS CERTS | 758701147001 | 150000 | 09/2015 | | 19.51 |
| 101-1010-411.30-02 | 03/05/2015 | AWARDS CERTS | 758934470001 | 150000 | 09/2015 | | 65.99 |
| 101-1110-412.30-02 | 03/10/2015 | DATER STAMP | 759563697001 | 150000 | 09/2015 | | 18.92 |
| 03/27/2015 | 86439 | ONE SOURCE DISTRIBUTORS | 1071 | | | | 865.77 |
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| 101-6020-452.30-02 | 03/02/2015 | MAGNETEK HPS BALL | S4626623.001 | 150010 | 09/2015 | | 293.41 |
| 101-6020-452.30-02 | 03/03/2015 | LAMPS | S4625565.001 | 150010 | 09/2015 | | 494.92 |
| 101-6020-452.30-02 | 02/25/2015 | MHC150 ALTO LIGHT | S4625676.001 | 150010 | 08/2015 | | 52.86 |
| 03/27/2015 | 86440 | PRINCIPAL FINANCIAL GROUP | 2428 | | | | 1,290.80 |
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| 03/27/2015 | 86441 | PRINCIPAL FINANCIAL GROUP | 2525 | | | | 1,859.70 |
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| 03/27/2015 | 86442 | PRINCIPAL FINANCIAL GROUP | 2414 | | | | 4,240.80 |
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| 101-0000-209.01-16 | 03/12/2015 | PR AP PPE 3/05/15 | 20150312 | | 09/2015 | | 638.36 |
| 101-0000-209.01-21 | 03/12/2015 | PAYROLL AP PPE 3/05/15 | 20150312 | | 09/2015 | | 807.97 |
| 101-0000-209.01-14 | 03/26/2015 | PR AP PPE 3/19/15 | 20150326 | | 09/2015 | | 655.99 |
| 101-0000-209.01-16 | 03/26/2015 | PR AP PPE 3/19/15 | 20150326 | | 09/2015 | | 673.39 |
| 101-0000-209.01-21 | 03/26/2015 | PAYROLL AP PPE 3/19/15 | 20150326 | | 09/2015 | | 813.96 |
| 03/27/2015 | 86443 | PRUDENTIAL OVERALL SUPPLY | 72 | | | | 532.15 |
| 101-5020-432.25-03 | 03/04/2015 | 03/04/15 PW UNIFORMS | 30482421 | 150077 | 09/2015 | | 137.02 |
| 101-5020-432.25-03 | 03/11/2015 | 03/11/2015 PW UNIFORMS | 30483931 | 150077 | 09/2015 | | 135.37 |
| 101-5020-432.25-03 | 03/18/2015 | 03/18/15 PW UNIFORMS | 30485434 | 150077 | 09/2015 | | 134.74 |
| 101-5020-432.25-03 | 03/25/2015 | 03/25/2015 PW UNIFORMS | 30487540 | 150077 | 09/2015 | | 125.02 |
| 03/27/2015 | 86444 | SAN DIEGO GAS & ELECTRIC | 1399 | | | | 19,363.36 |
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| 101-1910-419.27-01 | 03/10/2015 | 1008 786 9371 01/29-03/02 | 03-26-2015 | | 08/2015 | | 186.75 |
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| 101-3020-422.27-01 | 03/10/2015 | 1980 769 7764 01/28-03/01 | 03-26-2015 | | 08/2015 | | 3,000.37 |
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| 101-5010-431.27-01 | 03/10/2015 | 5649 771 4749 01/30-02/28 | 03-26-2015 | | 08/2015 | | 8,865.42 |
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| 212-0000-336.40-02 | 02/25/2015 | JAN 2015 COPPS PROG | 02-25-2015 | | 07/2015 | 8,333.33 | | |
| 03/27/2015 | 86446 | SEIU LOCAL 221 | 1821 | | | 1,326.42 | | |
| 101-0000-209.01-08 | 03/26/2015 | PAYROLL AP PPE 3/19/15 | 20150326 | | 09/2015 | 1,326.42 | | |
| 03/27/2015 | 86447 | SKS INC. | 412 | | | 8,376.01 | | |
| 501-1921-419.28-15 | 03/12/2015 | 1095 GAL REG FUEL | 1268750-IN | 150041 | 09/2015 | 3,216.02 | | |
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| 501-1921-419.28-15 | 03/19/2015 | 1401 GAL REG FUEL | 1268940-IN | 150041 | 09/2015 | 3,963.78 | | |
| 03/27/2015 | 86448 | SPARKLETTS | 2341 | | | 132.75 | | |
| 101-1210-413.30-01 | 03/07/2015 | FEB/MAR 2015 | 10552239 030715 | 150193 | 09/2015 | 35.73 | | |
| 101-3020-422.30-02 | 03/13/2015 | FEB/MAR 2015 | 12529930 031315 | 150213 | 09/2015 | 97.02 | | |
| 03/27/2015 | 86449 | STATE OF CALIFORNIA | 2663 | | | 394.87 | | |
| 101-0000-209.01-07 | 03/26/2015 | PR AP PPE 3/19/15 | 20150326 | | 09/2015 | 394.87 | | |
| 03/27/2015 | 86450 | TRAN CONSULTING ENGINEERS | 2033 | | | 9,940.00 | | |
| 601-5060-536.20-06 | 03/17/2015 | PUMP STATION #10 REHAB | 7334 | 140362 | 09/2015 | 3,440.00 | | |
| 601-5060-536.20-06 | 03/17/2015 | SEWER HARDENING/GROVE AVE | 7335 | 140196 | 09/2015 | 6,500.00 | | |
| 03/27/2015 | 86451 | US BANK | 2458 | | | 1,269.70 | | |
| 101-0000-209.01-20 | 03/26/2015 | PAYROLL AP PPE 3/19/15 | 20150326 | | 09/2015 | 1,269.70 | | |
| 03/27/2015 | 86452 | UTILITY COST MANAGEMENT, LLC | 2506 | | | 1,272.87 | | |
| 601-5060-436.27-01 | 02/20/2015 | NOV-DEC 2014 UTILTIY COST | 20103 | F15148 | 08/2015 | 899.07 | | |
| 101-6020-452.27-01 | 02/20/2015 | NOV-DEC 2014 UTILTIY COST | 20103 | F15148 | 08/2015 | 257.30 | | |
| 101-5010-431.27-01 | 02/20/2015 | NOV-DEC 2014 UTILTIY COST | 20103 | F15148 | 08/2015 | 116.50 | | |
| 03/27/2015 | 86453 | WAGE WORKS INC. | 2210 | | | 128.75 | | |
| 101-1920-419.29-04 | 03/17/2015 | MAR 2015 | 125AI0381480 | 150104 | 09/2015 | 128.75 | | |
| 04/02/2015 | 86454 | A CLASSIC PAINTING CO | 2664 | | | 3,975.00 | | |
| 504-1924-419.21-04 | 03/26/2015 | MAYORS OFC PAINTING | 6461 | 150650 | 09/2015 | 3,975.00 | | |
| 04/02/2015 | 86455 | AARON J. HUBBARD | 2415 | | | 643.00 | | |
| 101-1920-419.29-01 | 03/26/2015 | TUITION REIMBURSEMENT | HUBBARD 2015 | 150547 | 09/2015 | 643.00 | | |
| 04/02/2015 | 86456 | AGRICULTURAL PEST CONTROL | 123 | | | 95.00 | | |
| 101-6020-452.21-04 | 03/24/2015 | MAR 2015 | 355994 | 150096 | 09/2015 | 95.00 | | |
| 04/02/2015 | 86457 | ALLIANT INSURANCE SERVICES, IN | 1194 | | | 827.00 | | |
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| 04/02/2015 | 86458 | ARROWHEAD MOUNTAIN SPRING WATE | 1340 | | | 139.18 | | |
| 101-1010-411.30-02 | 03/23/2015 | FEB/MAR 2015 | 05C0031149578 | 150175 | 09/2015 | 92.87 | | |

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| | 101-1210-413.27-04 | | | | 03/17/2015 | 6194235034 | 6381455 | | 09/2015 | 17.81 | |
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| | 101-3030-423.27-04 | | | | 03/15/2015 | 6194238322966 | 6376595 | | 09/2015 | 4.32 | |
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| | 101-1920-419.27-04 | | | | 03/17/2015 | 6196282018442 | 6380700 | | 09/2015 | .10 | |
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| | 101-1110-412.27-04 | | | | 03/15/2015 | C602224831777 | 6377646 | | 09/2015 | 138.00 | |
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| | 101-1130-412.27-04 | | | | 03/15/2015 | C602224834777 | 6377649 | | 09/2015 | 44.12 | |
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| 04/02/2015 | 86461 | AZTEC LANDSCAPING INC | 310 | | | | | | | | 12,335.00 |
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| 04/02/2015 | 86462 | BOB HOFFMAN VIDEO PRODUCTION | 457 | | | | | | | | 121.26 |
| | 101-1920-419.21-04 | | | | 03/27/2015 | AT&T PEG UPGRADE | SQ959405 | F15152 | 09/2015 | 62.10 | |
| | 101-1920-419.21-04 | | | | 03/31/2015 | TECHINICAL CONSULTING | SQ960718 | F15154 | 09/2015 | 59.16 | |
| 04/02/2015 | 86463 | BOYCE INDUSTRIES INC | 486 | | | | | | | | 173.82 |
| | 501-1921-419.28-16 | | | | 03/23/2015 | KIT 2782 | 58433 | 150004 | 09/2015 | 173.82 | |
| 04/02/2015 | 86464 | CALIFORNIA COMMERCIAL ASPHALT | 590 | | | | | | | | 412.32 |
| | 101-5010-431.30-02 | | | | 03/12/2015 | ASPHALT -DONAX/8TH | 148787 | 150031 | 09/2015 | 412.32 | |
| 04/02/2015 | 86465 | CVA SECURITY | 797 | | | | | | | | 322.45 |
| | 101-1910-419.20-23 | | | | 03/10/2015 | MAR 2015 SERVICE CALL | 32382 | 150076 | 09/2015 | 137.45 | |
| | 101-1910-419.20-23 | | | | 04/01/2015 | APR 2015 - 2089 | 32491 | 150076 | 10/2015 | 30.00 | |
| | 101-1910-419.20-23 | | | | 04/01/2015 | APR 2015 - 2466 | 32525 | 150076 | 10/2015 | 55.00 | |
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| | | FEB 2015 A/C SERVICES | AR135981 | 150215 | 08/2015 | | 18,837.50 |
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| | | A/P CHECK VOUCHERS, 1000 | 8088 | F15140 | 09/2015 | | 227.92 |
| 04/02/2015 303-1250-413.29-04 | 86468 03/24/2015 | DR PARMELA SAWHNEY | 1 | | | | 500.00 |
| | | SIGN REMOVAL-705 PALM AVE | 1 | | 09/2015 | | 500.00 |
| 04/02/2015 101-0000-221.01-05 | 86469 03/19/2015 | EDMUND AND KIM L FANSLER | 4 | | | | 3,691.00 |
| | | BOND REFUND 1181 FLORIDA | TEP 15-01 | | 09/2015 | | 3,691.00 |
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| | | 04/17-04/22 TRAVEL ADVANC | 03-27-2015 | | 10/2015 | | 300.00 |
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| | | BOX WHEEL WEIGHTS | 832-34731 | 150042 | 09/2015 | | 7.94 |
| 04/02/2015 101-1230-413.21-01 | 86472 03/10/2015 | GO-STAFF, INC. | 2031 | | | | 7,706.72 |
| | | W/E 03/08/15 LOPEZ, L | 139731 | 150113 | 09/2015 | | 936.00 |
| | | W/E 03/15/2015 FERGUSON, N | 140084 | 150072 | 09/2015 | | 989.25 |
| | | W/E 03/08 & 03/15/15 SANC | 140086-R | 150279 | 09/2015 | | 1,505.16 |
| | | W/E 03/15/15 LOPEZ, L | 140083 | 150113 | 09/2015 | | 1,170.00 |
| | | W/E 03/08/15 PIEDRA, M | 139733 | 150108 | 09/2015 | | 448.00 |
| | | W/E 03/15/15 PIEDRA, M | 140085 | 150108 | 09/2015 | | 672.00 |
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| | | W/E 03/22/15 SANCHEZ, J | 140453-R | 150279 | 09/2015 | | 216.96 |
| | | W/E 03/22/15 LOPEZ, L | 140450 | 150113 | 09/2015 | | 957.94 |
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| | | DUCT TAPE | 9682475729 | 150007 | 09/2015 | | 20.29 |
| | | METAL SIGN | 9682475737 | 150007 | 09/2015 | | 11.20 |
| | | SODIUM LAMP | 9688477448 | 150007 | 09/2015 | | 66.62 |
| | | LOCKS/EYE WASH BOTTLES | 9689340157 | 150007 | 09/2015 | | 392.18 |
| | | HALOGEN FLOODLIGHT | 9692993265 | 150007 | 09/2015 | | 10.31 |
| | | HIGH PRESSURE SODIUM LAMP | 9692993273 | 150007 | 09/2015 | | 238.86 |
| | | BALLAST IGNITOR | 9694226326 | 150007 | 09/2015 | | 89.51 |
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| | | TRANSFORMER | 9700888622 | 150007 | 09/2015 | | 218.03 |
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| | | NODE 100 CONTROLLER | 70950922 | 150025 | 09/2015 | | 507.65 |
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| | 101-1110-412.30-02 | 03/05/2015 | PUSH PIN | | | | 758929456001 | 150000 | 09/2015 | 3.24 | |
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| | 101-1010-411.29-04 | 02/19/2015 | CALL BELL/INDEX | | | | 756461044001 | 150000 | 08/2015 | 55.18 | |
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| | 501-1921-419.30-22 | 03/23/2015 | GREEN AFZ PAN | | | | 7693-225678 | 150014 | 09/2015 | 23.07 | |
| | 501-1921-419.28-16 | 03/25/2015 | MOTOR OIL/OIL FILTER | | | | 7693-225962 | 150014 | 09/2015 | 43.62 | |
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| | 503-1923-419.21-04 | 03/31/2015 | MAR 2015 CLOUDMAIL | | | | 4494 | 150191 | 09/2015 | 910.35 | |
| 04/02/2015 | 86483 | RECLAIMED AGGREGATES, INC. | 2137 | | | | | | | 380.00 | |
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| | 101-5010-431.29-04 | 03/14/2015 | ASPHALT/CONCRETE RECYCLE | | | | 74-ACC-03589 | 150033 | 09/2015 | 285.00 | |
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| 04/02/2015 | 86486 | SAFETY-KLEEN SYSTEMS | 246 | 501-1921-419.29-04 | 03/26/2015 | BRAKE CLEANER | 66305424 | 150039 | 09/2015 | 296.41 |
| | | | | | | | | | | 296.41 |
| 04/02/2015 | 86487 | SAN DIEGO COUNTY SHERIFF | 882 | 101-3010-421.21-04 | 03/17/2015 | JAN - JUN 2015 CAL-ID PRO | 03-17-2015 | 150501 | 09/2015 | 2,850.00 |
| | | | | | | | | | | 2,850.00 |
| 04/02/2015 | 86488 | SHARP REES-STEALY MEDICAL | 390 | 101-1130-412.21-04 | 03/14/2015 | CNTR | | | | 537.00 |
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| | | | | | | | | | | 3,936.21 |
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| | | | | | | | | | | 827.10 |
| 04/02/2015 | 86491 | T-MAN TRAFFIC SUPPLY | 2469 | 101-5010-431.21-23 | 03/25/2015 | ROAD REFLECTORS | 2854 | 150066 | 09/2015 | 78.48 |
| | | | | | | | | | | 78.48 |
| 04/02/2015 | 86492 | VERDUGO TESTING INC, CO | 2548 | 501-1921-419.28-01 | 03/24/2015 | 02/12/15 SERVICE LABOR ON | 20779 | F15150 | 09/2015 | 586.79 |
| | | | | 501-1921-419.28-01 | 03/27/2015 | GASBOY POWER SUPPLY/LABOR | 20803 | 150652 | 09/2015 | 150.00 |
| | | | | | | | | | | 436.79 |
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| | | | | | | | | | | 315.00 |
| 04/02/2015 | 86494 | WEST GROUP CTR | 826 | 101-1020-411.28-14 | 03/01/2015 | FEB 2015 | 831351092 | 150217 | 08/2015 | 131.58 |
| | | | | | | | | | | 131.58 |
| 04/02/2015 | 86495 | WESTERN HOSE & GASKET | 836 | 601-5060-436.28-01 | 03/24/2015 | LEADER HOSES/TIGER TAILS | 305397 | 150050 | 09/2015 | 879.00 |
| | | | | | | | | | | 879.00 |
| 04/02/2015 | 86496 | WHITE CAP CONSTRUCTION SUPPLY | 1434 | 101-5010-431.30-02 | 03/19/2015 | SAFETY VESTS/SPRAYERS | 10003205363 | 150013 | 09/2015 | 138.70 |
| | | | | | | | | | | 138.70 |

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AGENDA ITEM NO. 2.3

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 15, 2015
ORIGINATING DEPT.: CITY ADMINISTRATION
SUBJECT: CONSIDERATION OF A REQUEST TO AUTHORIZE YGRENE TO IMPLEMENT THE CALIFORNIA PACE PROGRAM IN IMPERIAL BEACH

EXECUTIVE SUMMARY:

Almost one year ago, two separate, but associated programs, California HERO and Figtree sought approval from the City Council to provide property owner financing for renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the Property Assessed Clean Energy (PACE) program adopted by the California Legislature. Another entity, Ygrene Energy is seeking to provide similar opportunities to the residents of Imperial Beach. Authorization to implement the programs requires adoption of two resolutions and an associated agreement, but should have minimal impact on staff resources and no fiscal impacts on the City of Imperial Beach.

RECOMMENDATION:

Adoption of resolutions 2015-7564 and 2015-7565 and an agreement to join the California Rural Home Mortgage Finance Authority that would authorize Ygrene Energy Fund CA LLC to implement property owner financing of renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the California Property Assessed Clean Energy (PACE) program.

RATIONALE:

Together with the HERO and Figtree programs, approval of the Ygrene Energy Fund CA LLC program will provide residents and businesses with a financial mechanism for installing renewable energy sources, implement energy and water efficiency improvements, and install electric vehicle charging infrastructure.

OPTIONS:

- Approve the resolutions and agreement that authorize Ygrene Energy to offer the opportunities of the PACE program
- Deny the request finding that the existing HERO and Figtree programs provide the necessary options for residents and businesses to finance renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure

BACKGROUND:

State legislative actions authorize the City Council to designate the community as an area where property owners may enter into voluntary contractual assessments to finance the installation of renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property as specified in Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010. These statutes amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and have become known as the PACE program, which stands for Property Assessed Clean Energy.

On October 5, 2011, Senate Bill (SB) 555 was signed into law and amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and created a second legislative framework for PACE financing. SB 555 allows for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

California Home Finance Authority ("CHF"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California and the Joint Power Agreement entered into on July 1, 1993. CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners. CHF contracts with Ygrene Energy Fund CA LLC (Ygrene Energy Fund) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

Last year, two programs approached Imperial Beach seeking approval of a resolution that would allow the programs to operate within the City. On May 21, 2014, the City Council authorized the HERO and Figtree programs to offer their services to the residents of Imperial Beach. A third program, Ygrene Energy, is now available to the residents and is seeking authorization to provide similar opportunities. In order to provide this program to the residents of Imperial Beach, participating jurisdictions only need to adopt a resolution and approve an amendment to the joint exercise of powers agreement, both of which are attached hereto.

At the time the HERO and Figtree programs were approved it was determined that neither of the programs are exclusive and other programs can be offered in Imperial Beach. Likewise, with the addition of Ygrene Energy, other viable PACE eligible programs would be allowed to operate in Imperial Beach.

ANALYSIS:

Adoption of the resolutions would allow property owners in Imperial Beach to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. Participation in the program is 100% voluntary and property owners who wish to

participate in the program agree to repay the amount borrowed through a voluntary amount collected together with their property taxes.

According to representatives of the programs, benefits to the property owner include:

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have financing options available that would provide funding for improvements that lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy improvements reduces utility bills.
- 100% voluntary: Property owners can choose to participate in the program at their discretion. Improvements and properties must meet eligibility criteria in order to qualify for financing.
- Payment obligation stays with the property: Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Certain residential conforming mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option: The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer oriented program: Part of the success of the program is the prompt customer service. Committed funding partners provide funding promptly upon project completion resulting in both property owner and contactor satisfaction.

Representatives of the programs also claim that the City can benefit in the following manner:

- Increase local jobs.
- An increase in property values (energy efficient homes and private investment).
- An increase in sales, payroll and property tax revenue.
- As in conventional assessment financing, the City is not obligated to repay the loans or to pay any delinquent assessments levied on the participating properties.
- All administration functions are completed by CHF and Ygrene. Little, if any, City staff time is needed to participate in the programs.
- By engaging existing programs, residents can obtain financing more quickly, easily and much less inexpensively than establishment of a new local program.

To participate in the PACE programs, the City must become an Associate Member of CHF (JPA Agreement attached). Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member. Pursuant to the JPA Agreement and CHF Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA. CHF is in the process of seeking validation judgments for both the SB 555 and the AB 811 programs from the Superior Court for the County of Sacramento. However, CHF intends to only implement ONE of the above PACE programs. Once the court enters the validation judgments, CHF will select the PACE program it believes will provide property owners with the greatest flexibility. The other PACE program will not be implemented unless changes in the PACE laws warrant changing or adding that option.

In support of CHF's approach, the Council is being asked to pass two resolutions. The first resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District. The second resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program. Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners. The proposed resolutions enable the Ygrene Energy Program to join the existing programs and be available to owners of property within Imperial Beach to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure.

As an important note, PACE enabling legislation was adopted by the State of California to encourage the adoption of energy efficiency, renewable energy and water efficiency measures on homes and businesses. When the legislation was enacted, many people believed PACE was an attractive financing option due to its ability to automatically transfer payments to a new owner if the property sold. However, a Directive issued by the FHFA on July 6, 2010 and implemented, in part, by Fannie Mae and Freddie Mac (Government Sponsored Entities, GSEs) on August 31, 2010, informed mortgage originators that the GSEs would not be purchasing mortgages with PACE liens.

In response to this, the State of California and other entities filed lawsuits against FHFA. The original intent of the lawsuit was to amend or dismiss the Directive by requiring that FHFA follow the rulemaking procedures as set forth under the Administrative Procedure Act. On October 16, 2010, the District Court issued a judgment which required FHFA to go through the rule making procedures. However, the trial court ruled that the FHFA's Directive would continue in effect. FHFA filed an appeal with the Ninth Circuit Court of Appeal, seeking to overturn the judgment requiring the FHFA to go through the rule making procedures. On March 19, 2013, the Ninth Circuit Court of Appeals ruled that the FHFA did not have to follow the rule making procedures in order to issue the Directive and dismissed the case. Thus, the FHFA does not need to go through the rule making procedures.

In the July 6, 2010 statement issuing the Directive, FHFA supported PACE programs whose assessments are junior or subordinate to GSEs mortgage interests. The statement also directed GSEs to implement the following additional actions:

- Adjust loan-to-value ratios to reflect the maximum permissible PACE loan amount available to borrowers in PACE jurisdictions.
- Ensure that loan covenants require approval/consent for any PACE loan.
- Tighten borrower debt-to-income ratios to account for additional obligations associated with possible future PACE loans.
- Ensure that mortgages on properties in a jurisdiction offering PACE-like programs satisfy all applicable federal and state lending regulations and guidance.

FHFA stated that "Nothing in this Statement affects the normal underwriting programs of the regulated entities or their dealings with PACE programs that do not have a senior lien priority." To date neither Fannie Mae nor Freddie Mac has taken action to implement any of the additional actions contained in the Directive.

The PACE enabling legislation in California provides that PACE assessments, like traditional assessments levied by public agencies in California, are equal in priority as general property taxes and as such are senior to private debt on the property and thus have first liens/senior liens priority. However under federal law, the Ninth Circuit Court of Appeal, which includes California, in *Rust v. Johnson* (9th Circuit (1979) 597 F.2d 174) ruled that local government cannot collect payment of assessments if they impair loans insured or owned by GSEs ("Conforming Loans"). The court ruled that if a federal government entity has a mortgage interest on a parcel subject to assessments or special taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to preserve the federal government mortgage interest. Thus under federal law as set forth in the opinion under *Rust v. Johnson*, assessments, including PACE assessments, placed on the property are not "first liens" or "senior liens" with respect to Conforming Loans. Disclosure of *Rust v. Johnson* has been provided for in Official Statements of Municipal Bond issuances for traditional assessment district and community facilities district bond issues since 1979, in a form similar to the following:

Portions of the property within the Assessment District may now or in the future secure loans. Any such loan is subordinate to the lien of the Assessments. However, (a) in the event that any of the financial institutions making the loan that is secured by real property within the Assessment District is taken by the Federal Deposit Insurance Corporation ("FDIC"), (B) the FDIC or another federal entity acquires a parcel subject to the Assessment lien, (C) the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or similar federal agency or instrumentality has a mortgage interest in a loan on property subject to the Assessment lien, and, prior thereto or thereafter, the loan or loans go into default, the ability of the City to collect the interest and penalties specified by state law and to foreclose the lien of a delinquent unpaid assessment may be limited.

Additionally, under federal law, subordinate liens to mortgages are permitted and cannot be blocked (See U.S. Code Title 12 Banks and Banking, Section 1701j-3). Thus, the impact of a PACE assessment being subordinate in effect to the interests of GSEs by virtue of the ruling in *Rust v. Johnson* and the inability to prevent a person from putting a subordinate lien on their property may make it difficult for GSEs to impose additional Directives adversely affecting the property owner's mortgage.

While much of the foregoing is not of specific concern to the City, staff thought it was important to provide the information to the City Council. As with any mortgage or personal financing, property owners should obtain assistance from an attorney or a real estate agent in order to understand all ramifications. However, because the City Council is taking action to allow the implementation of these funding options, staff felt it is necessary to address this concern in a forthright manner.

ENVIRONMENTAL DETERMINATION:

The authorization to implement these programs is not subject to the provisions of the California Environmental Quality Act.

FISCAL IMPACT:

There will be no direct impact on the General Fund of the City, except those costs associated with the preparation of the reports and resolutions for consideration by the City Council and minimal staff time to assist with the implementation of the programs.

ATTACHMENTS:

1. Resolution 2015-7564
2. Resolution 2015-7565
3. Joint Powers Authority Associate Membership Agreement

RESOLUTION NO. 2015-7564

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and,

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and,

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and,

WHEREAS, City of Imperial Beach (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and,

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and,

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and,

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and,

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and,

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies

in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of April 2015, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

Exhibit A
JPA Agreement
[to be inserted]

RESOLUTION NO. 2015-7565

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE
CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1
(CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY
EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE
CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT
EXERCISE OF POWERS AUTHORITY RELATED THERETO**

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and,

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and,

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and,

WHEREAS, the City of Imperial Beach is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and,

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and,

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and,

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of April 2015, by the following vote:

**AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:**

SERGE DEDINA, MAYOR

ATTEST:

**JACQUELINE M. HALD, MMC
CITY CLERK**

Exhibit A
JPA Agreement
[to be inserted]

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION, PLEASE SEND TO:

Golden State Finance Authority
(formerly California Home Finance Authority)
1215 K Street, Suite 1650
Sacramento, CA 95814

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 15, 2015
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: RESOLUTION NO. 2015-7568 APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH SPECIAL ASSESSMENT DISTRICT AD-67M

EXECUTIVE SUMMARY:

Assessment District 67 (AD-67M) is a State Route 75 lighting district set up to fund street lighting along State Route 75 within the City of Imperial Beach. Annually the District's parcels assessments are prepared by an Engineer and are approved by resolution. The attached Resolution No. 2015-7568 will accept the AD-67M Engineer's Report.

RECOMMENDATION:

Adopt Resolution No. 2015-7568 accepting the AD 67 Engineer's Report.

RATIONALE:

Lighting along State Highway 75 is partially funded through a Lighting Assessment District established in 1992 and assessed on an annual basis by resolution by City Council. Unless there is positive Council direction to assess on any fiscal year, the assessment will be forgone and the entire district would be funded through the City's general fund.

OPTIONS:

- Receive and file the report from the City Manager
- Adopt Resolution 2015-7568 assessing the parcels in the District per the Engineer's report.

BACKGROUND:

Assessments are established in a four step process. The steps are as follows:

- a call by City Council for the preparation of an Engineer's Report;
- preparation of an Engineer's Report; and
- a public hearing where the district participants can protest the assessments as found in the Engineer's Report.
- Adoption of the Assessment Resolution.

On March 18, 2015 Council adopted resolution 2015-7558, initiating the proceedings for the

annual levy of assessments and ordered the preparation of an Engineer's Report for Special Assessment District (AD-76M).

ANALYSIS:

The attached resolution (attachment 1) presents the "Report" of the Engineer on Assessment District 67M for the annual levy of assessments including plans and specifications, cost estimate, assessment diagram, and assessment of the estimated cost. The "Report" is included herewith as Attachment (2).

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

- Total AD - 67 budget - \$29,000
- Property Owner Assessment - \$12,041
- City General Fund - \$16,959

Attachments:

1. Resolution No. 2015-7568
2. Exhibit A to Resolution No. 2015-7568 - Engineers Report

RESOLUTION NO. 2015-7568

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE APPROVAL OF THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN A SPECIAL ASSESSMENT DISTRICT

WHEREAS, the City Council of the City of Imperial Beach, pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highway Code of the State of California, did by Resolution No. 2015-7558, initiate proceedings and ordered the preparation of an Engineer's "Report" for the annual levy of assessments within a special assessment district, said special assessment district known and designated as ASSESSMENT DISTRICT NO. 67-M (hereinafter referred to as the "Assessment District"); and

WHEREAS, there has now been presented Exhibit A to this City Council the "Report" as required by said Division 15 of the Streets and Highways Code and as previously directed by Resolution; and

WHEREAS, this City Council has now carefully examined and reviewed the "Report" as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the improvements to be maintained, as set forth in said "Report."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the "Report" as presented consists of the following:

- A. Plans and specifications describing the general nature, location and extent of the improvements to be maintained;
- B. Estimate of cost, including the amount of the annual installment for the forthcoming fiscal year;
- C. Diagram of the Assessment District;
- D. Assessment of the estimated cost.

Said "Report", as presented, is hereby approved on a preliminary basis, and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's "Report."

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of April 2015, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

SERGE DEDINA, MAYOR

ATTEST:

**JACQUELINE M. HALD, MMC
CITY CLERK**

AGENCY: CITY OF IMPERIAL BEACH
PROJECT: ASSESSMENT DISTRICT NO 67-M
(STREET LIGHTING)
TO: CITY COUNCIL

**REPORT
"LANDSCAPING & LIGHTING ACT OF 1972"**

The CITY COUNCIL of the CITY OF IMPERIAL BEACH, CALIFORNIA, has adopted a Resolution ordering the preparation and filing of an Engineer's "Report" pursuant to the provisions of the "Landscaping and Lighting Act of 1972", being Division 12, Part 2 of the Streets and Highways Code of the State of California, commencing with Section 22500 (the "Act"), for purposes of authorizing the levy of special assessments for certain work in a special assessment district known and designated as ASSESSMENT DISTRICT NO. 67-M (STREET LIGHTING) (hereinafter referred to as the "District").

This "Report", as ordered by the legislative body, is prepared and submitted in four parts, consisting of the following:

- PART I. PLANS AND SPECIFICATIONS:** The plans and specifications describe the general nature, location and extent of the improvements to be maintained during the next fiscal year, and said plans and specifications, as applicable, indicate the classes and types of improvement for each zone within the District.
- PART II. COST ESTIMATE:** The cost estimate includes all costs relating to maintenance of the improvements for the next fiscal year, including appropriate incidental expenses, as well as providing for surpluses or credits and contributions from any source, as applicable.
- PART III. ASSESSMENT DIAGRAM:** The Assessment Diagram indicates the exterior boundaries of the District, the boundaries of any zones within the District, as well as setting forth each individual lot or parcel. Each parcel is identified by a distinctive number or letter and the lines and dimensions of each lot shall conform to those as shown on the latest County Assessor's map.
- PART IV. ASSESSMENT SCHEDULE:** The assessment schedule sets for the net amount to be assessed upon all parcels and lands within the District, describing each assessable lot or parcel by reference to a specific number, and assessing the net amount upon the lots in proportion to the benefits to be received by each lot or parcel as shown on the above-referenced Diagram. All lots and parcels of land known as public property, as defined under Section 22663 of said "Landscaping and Lighting Act of 1972", have been omitted and are exempt from any assessment under these proceedings.

This "Report" is applicable for the maintenance of improvements within the District for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

DATED: April 7, 2015



NVS

Signature on file

ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

April 7, 2015

PART I

PLANS AND SPECIFICATIONS

The plans and specifications for the works of improvements are on file in the Office of the City Clerk, available for public inspection. The plans and specifications show the general nature, location and extent of the improvements as installed and to be maintained.

IMPROVEMENTS

There are no improvements to be installed under these proceedings.

MAINTENANCE

A general description of the works of improvements to be financed and maintained under these proceedings are those generally described as follows:

San Diego Gas & Electric will be responsible for the lighting and maintenance of the new standards and lamps. The operating and maintenance will consist of energy costs, lamp maintenance, replacement of light standards as required and San Diego Gas & Electric ownership costs.

PART II
ESTIMATE OF COSTS

The total costs for installation and maintenance of the improvements are those as hereinafter set forth. Said cost estimate will also set forth the amount of any surplus or deficit in the improvement Fund to be carried over, as well as the amount of any contributions to be made from any other sources.

| I. <u>IMPROVEMENTS</u> | <u>AS PRELIMI- NARILY APPROVED</u> | <u>AS CONFIRMED</u> |
|--|---|--------------------------------|
| Estimated Cost of Improvements: | \$ <u>0.00</u> | \$ <u>0.00</u> |
| Estimated Incidental Costs and Expenses: | \$ <u>0.00</u> | \$ <u>0.00</u> |
| Estimated Total Cost: | \$ <u>0.00</u> | \$ <u>0.00</u> |
| Estimated Contributions: | \$ <u>0.00</u> | \$ <u>0.00</u> |
| Balance to Assessment: | \$ <u>0.00</u> | \$ <u>0.00</u> |
| | | |
| II. <u>MAINTENANCE</u> | <u>AS PRELIMI- NARILY APPROVED</u> | <u>AS CONFIRMED</u> |
| Estimated Cost of Maintenance: | \$ <u>29,000.00</u> | \$ <u>29,000.00</u> |
| Estimated Incidental Costs and Expenses: | \$ <u>0.00</u> | \$ <u>0.00</u> |
| Estimated Annual Maintenance Cost: | \$ <u>29,000.00</u> | \$ <u>29,000.00</u> |
| Contributions from Surplus: | \$ <u>16,959.00</u> | \$ <u>16,959.00</u> |
| Balance to Assessment: | \$ <u>12,041.00</u> | \$ <u>12,041.00</u> |
| | | |
| III. <u>ANNUAL NET ASSESSMENT</u> | \$ <u>12,041.00</u> | \$ <u>12,041.00</u> |

April 7, 2015

PART III

ASSESSMENT DIAGRAM

The assessment diagram sets forth (a) the exterior boundaries of the District, (b) the boundaries of any zones within the District, and (c) the lines of each lot or parcel of land within the District. The assessment diagram further identifies each lot or parcel by a distinctive number or letter, and for a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. A copy of the assessment diagram is attached hereto, shown in a reduced scale format as Exhibit "A".

April 7, 2015

PART IV

ASSESSMENT SCHEDULE

The undersigned, authorized representative of the appointed ASSESSMENT ENGINEER, by virtue of the power vested pursuant to the Act, and by order of the legislative body, hereby make the following assessment to cover the estimated costs and expenses for the installation and maintenance of the works of improvements within the District for the next fiscal year. Said costs and expenses are generally as follows:

| | |
|---------------------------|---------------------|
| COST OF IMPROVEMENT | \$ <u>0</u> |
| COST OF MAINTENANCE | \$ <u>29,000.00</u> |
| INCIDENTAL EXPENSES | \$ <u>0</u> |
| TOTAL COSTS | \$ <u>29,000.00</u> |
| SURPLUS/DEFICIT | \$ <u>0</u> |
| CONTRIBUTION FROM SURPLUS | \$ <u>16,959.00</u> |
| ANNUAL ASSESSMENT | \$ <u>12,041.00</u> |

I do hereby assess and apportion the net amount of the costs and expenses upon the several parcels of land within the District liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said works of improvement and appurtenances, and said parcels are hereinafter numbered and set forth to correspond with the numbers as they appear on the attached assessment Diagram and the County Assessment Roll.

The Assessment Schedule refers to the County Assessment Roll for a description of the lots or parcels, and said Roll shall govern for all details concerning the description of the lots or parcels.

The net amount to be assessed upon the lands has been spread and apportioned by any formula in accordance with the benefits received from each parcel, and in my opinion, said costs and expenses have been apportioned in direct relationship to the benefits received from the works of improvements.

For a more specific statement as to the method and formula for the spread of the assessments, reference is made to the following list of annual assessments:

* * *

April 7, 2015

This assessment has been prepared pursuant to the "Landscaping and Lighting Act of 1972".

The net among to be assessed upon the lands and parcels within the boundaries of the District has been spread and apportioned in accordance with the benefits received from the improvements, and in my opinion the costs and expenses have been assessed in direct relationship to the benefits received from the maintenance of the works of improvement.

DATED: April 7, 2015



NV5

Signature on file

ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

A copy of said Assessment Roll and Engineer's "report" was filed in the Office of the City Clerk and the Superintendent of the Streets on the _____ day of _____.

CITY CLERK
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

SUPERINTENDENT OF STREETS
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" was made on the _____ day of _____, 2015 by the adoption of Resolution No. _____ by the City Council.

CITY CLERK
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

April 7, 2015

ASSESSMENT ENGINEER CERTIFICATE

AGENCY: CITY OF IMPERIAL BEACH

PROJECT: ASSESSMENT DISTRICT NO 67-M

The City of Imperial Beach has previously authorized the formation of a special maintenance assessment district pursuant to the provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special assessment district known and designated as ASSESSMENT DISTRICT NO. 67-M.

Each year the assessments must be submitted for legislative confirmation, and at this time the Report is now read for presentation and setting of a public hearing.

Based upon the review of the undersigned Assessment Engineer, there are no new or increased assessments to be levied on any of the properties within the boundaries of the special maintenance Assessment District for the next ensuing fiscal year.

THE UNDERSIGNED HEREBY CERTIFIES, UNDER PENALTY OF PERJURY, AS FOLLOWS:

1. That I am the Assessment Engineer for the above-referenced special Assessment District and am responsible for the preparation of the annual Engineer's Report, including the assessments to be levied for the next ensuing fiscal year.
2. That upon review of the assessment, it is specifically stated that there will be no new or increased special assessments to be levied for the next fiscal year.

Based upon the above no additional public hearing, other than that setting forth the annual levy of assessment, shall be required, and the provisions of the Brown Act, being Government Code 54954.6, will not be applicable for these proceedings for the next fiscal year.

DATED: April 7, 2015

NV5

Signature on file

ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA



April 7, 2015

THE ASSESSMENTS ARE THOSE AS CONFIRMED IN COLUMN I, UNLESS A DIFFERENT FIGURE APPEARS IN COLUMN II, AS MODIFIED.

| ASSESSMENT NUMBER | ASSESSORS TAX PARCEL | I. AMOUNT OF ASSESSMENT | II. ASSESSMENT AS MODIFIED |
|-------------------|----------------------|----------------------------|-------------------------------|
| 4 | 626-242-10 | \$199.31 | |
| 5 | 626-242-28 | \$126.63 | |
| 6 | 626-242-29 | \$26.06 | |
| 6A | 626-242-30 | \$76.09 | |
| 7 | 626-312-01 | \$212.31 | |
| 8 | 626-312-13 | \$252.17 | |
| 8A* | 626-312-15 | \$0.00 | |
| 8B* | 626-312-14 | \$0.00 | |
| 9 | 627-011-18 | \$242.64 | |
| 10 | 627-011-19 | \$199.31 | |
| 11 | 627-012-09 | \$86.66 | |
| 12 | 627-012-10 | \$121.32 | |
| 13 | 626-241-28 | \$88.39 | |
| 14 | 626-241-19 | \$86.66 | |
| 15 | 626-241-27 | \$213.18 | |
| 16 | 626-230-20 | \$213.18 | |
| 17 | 626-230-05 | \$199.31 | |
| 18 | 626-170-05 | \$86.66 | |
| 19 | 626-170-06 | \$86.66 | |
| 20 | 626-170-07 | \$86.66 | |
| 21 | 626-162-17 | \$250.44 | |
| 22 | 626-301-33 | \$173.31 | |
| 23 | 626-301-23 | \$86.66 | |
| 24 | 626-301-18 | \$277.30 | |
| 25 | 626-302-20 | \$106.59 | |
| 26 | 626-302-02 | \$121.32 | |
| 27 | 626-302-16 | \$259.97 | |
| 28 | 626-311-01 | \$128.25 | |
| 29 | 626-311-02 | \$86.66 | |
| 30 | 626-311-14 | \$112.65 | |
| 31 | 626-311-15 | \$86.66 | |
| 32 | 626-222-25 | \$111.79 | |
| 33 | 626-222-11 | \$155.98 | |
| 34 | 626-221-11 | \$86.66 | |
| 35 | 626-221-12 | \$86.66 | |
| 36 | 626-221-20 | \$259.97 | |
| 37 | 626-212-35 | \$147.32 | |
| 38 | 626-212-32 | \$86.66 | |
| 39 | 626-212-36 | \$239.17 | |
| 40 | 626-281-01 | \$259.97 | |
| 41 | 626-281-17 | \$167.25 | |
| 42 | 626-282-01 | \$86.66 | |
| 43 | 626-282-03 | \$86.66 | |
| 44 | 626-282-21 | \$86.66 | |
| 45 | 626-282-22 | \$86.66 | |
| 46 | 626-291-01 | \$86.66 | |

| ASSESSMENT NUMBER | ASSESSORS TAX PARCEL | I. AMOUNT OF ASSESSMENT | II. ASSESSMENT AS MODIFIED |
|----------------------|-------------------------|-------------------------------|----------------------------------|
| 47 | 626-291-15 | \$155.98 | |
| 48 | 626-291-14 | \$155.98 | |
| 49 | 626-211-08 | \$162.92 | |
| 50 | 626-211-07 | \$166.38 | |
| 51 | 626-211-06 | \$243.51 | |
| 52 | NOT USED | | |
| 53 | 626-202-19 | \$183.71 | |
| 54 | 626-201-06 | \$177.65 | |
| 55 | 626-201-11 | \$86.66 | |
| 56 | 626-250-02 | \$259.97 | |
| 57 | 626-250-03 | \$259.97 | |
| 58 | 626-250-04 | \$155.98 | |
| 59 | 626-250-05 | \$363.96 | |
| 60 | 626-250-06 | \$510.41 | |
| 61 | 626-070-59 | \$86.66 | |
| 62 | 626-070-58 | \$107.45 | |
| 63 | 626-070-33 | \$86.66 | |
| 64 | 625-140-08 | \$510.41 | |
| 65 | 625-140-20 | \$493.95 | |
| 66 | 625-140-21 | \$448.19 | |
| 66A | 625-140-22 | \$71.75 | |
| 67 | 625-140-05 | \$161.18 | |
| 68 | 625-140-17 | \$547.67 | |
| 69 | 626-250-11 | \$86.66 | |
| 70 | 626-250-12 | \$229.64 | |

* Properties are parcels from a subdivision after assessment district was formed. The subject parcels have no frontage on Palm Avenue and therefore have a \$0.00 assessment.

| ASSESSMENT NO: | ASSESSOR'S TAX PARCEL | OWNER'S NAME & ADDRESS | ASSESSMENT NO. ADDRESS |
|----------------|-----------------------|--|-----------------------------|
| 4 | 626-242-10 | Pacific Bell | None State Assessed |
| 5 | 626-242-28 | Imperial Beach Post No. 820 American Legion Dept. of California 1268 Palm Ave. Imperial Beach, CA 91932 | 1268-1274 Palm Ave. |
| 6 | 626-242-29 | American Legion Imperial Beach Post No. 820 1268 Palm Ave. Imperial Beach, CA 91932 | 1268 Palm Ave. |
| 6A | 626-242-31 | Post Housing 251 Autumn Dr #100 San Marcos, CA 92069 | 1268 Palm Ave. |
| 7 | 626-312-01 | 1997 Franklin Family Trust; Frankland Brady Earl 1253 Palm Ave. Imperial Beach, CA 91932-1727 | 1253 Palm Ave. |
| 8 | 626-312-13 | TERRILEE Enterprises, Inc. 5360 Eastgate Mall #G San Diego, CA 92121 | 700 13th Street |
| 8A | 626-312-15 | Chino Industrial Park 101 W Broadway #1450 San Diego, CA 92101-8288 | 720 13 th Street |
| 8B | 626-312-14 | Chino Industrial Park 101 W Broadway #1450 San Diego, CA 92101-8288 | 750 13 th Street |
| 9 | 627-011-22 | Palm 13 LLC 1129 Avenida Del Oceano El Cajon, CA 92019-3691 | 1311-1313 Palm Ave. |
| 10 | 627-011-19 | Casa Vista Estates 1285 Distribution Way Vista, CA 92081 | 1333 Palm Ave. |
| 11 | 627-012-09 | Locicero, Michael O & Louis J Young Montie R & Vergin M Family Trust (01-26) 4330 Grace Road Bonita, CA 91902 | 1337 Palm Ave. |
| 12 | 627-012-10 | Locicero, Michael O & Louis J Young Montie R & Vergin M Family Trust (01-26) 4330 Grace Road Bonita, CA 91902 | 1351 Palm Ave. |
| 13 | 626-241-28 | Marquez, Carole G. P.O. Box 122159 | 1240 Palm Ave. |

April 7, 2015

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|----|------------|---|---------------------|
| | | Chula Vista, CA 91912 | |
| 14 | 626-241-19 | Nelson, Greg & Michelle 1220 5th Street Imperial Beach, CA 91932 | 1228 Palm Ave. |
| 15 | 626-241-27 | Zora, Fauzi O & Salam A. 151 Broadway Chula Vista, CA 91910 | 1200-1220 Palm Ave. |
| 16 | 626-230-20 | Imperial Beach Palm LLC 630 Rosecrans St. San Diego, CA 92106 | 1180 Palm Ave. |
| 17 | 626-230-05 | Bobo LLC 3035 Calle Alejandro Jamul, CA 92020 | 1158 Palm Ave. |
| 18 | 626-170-05 | Mikkelson, Frankie L 474 Naples St. Chula Vista, CA 91911 | 1144-1148 Palm Ave. |
| 19 | 626-170-06 | Hutchins Family Trust 07-23-2002 1138 Palm Ave. Imperial Beach, CA 91932-1619 | 1138 Palm Ave. |
| 20 | 626-170-07 | Moinat, Jean P; Moinat, Wouter 18 Bahama Bend Coronado, CA 92118 | 1130 Palm Ave. |
| 21 | 626-162-17 | JP Morgan Chase Bank C/O JPMC Lease Administration 1111 Polaris Pkwy # 1J Columbus, OH 43240 | 1100 Palm Ave. |
| 22 | 626-301-33 | Goldman, Dean S. Trust 12-11-01 6363 Dwane Ave. San Diego, CA 92120 | 1101 Palm Ave. |
| 23 | 626-301-23 | Mikkelson, Frankie L; Smith, Kathryn 474 Naples St. Chula Vista, CA 91911 | 1115 Palm Ave. |
| 24 | 626-301-18 | McDonalds Corp. P.O. Box 182571 Columbus, Ohio 93218 | 1135 Palm Ave. |
| 25 | 626-302-20 | Martin, Michael & Gale Family Trust 04-12-06 1489 Connecticut St. Imperial Beach, CA 91932 | 1155 Palm Ave. |
| 26 | 626-302-02 | Wedelstedt, Edward J. 12740 E. Control Tower Rd. # J8 Englewood, CO 80112 | 1177-1179 Palm Ave. |
| 27 | 626-302-16 | Thrifty Oil Co. 13116 Imperial Hwy Santa Fe Springs, CA 90670 | 1185 Palm Ave. |

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|----|------------|--|---------------------------------|
| 28 | 626-311-01 | Pacheco, Alejandra & Esther 760 8th St. Imperial Beach, CA 91932 | 1205 Palm Ave. |
| 29 | 626-311-02 | Pacheco, Alejandra & Esther 760 8th St. Imperial Beach, CA 91932 | 1215 Palm Ave. |
| 30 | 626-311-14 | SDCA Investments 1221 Palm Ave. Imperial Beach, CA 91932-1716 | 1221-1235 Palm Ave. |
| 31 | 626-311-15 | Sukimarket LLC 1239 Palm Ave. Imperial Beach, CA 91932-1716 | 1237-1239 Palm Ave. |
| 32 | 626-222-25 | Atchley 1992 Trust (05-21-92) C/O Leadingham Realty P.O. Box 1027 Imperial Beach, CA 91933 | 1058-1064 Palm Ave. |
| 33 | 626-222-11 | Shah Bankim M. & Nita 18038 Chieftan Ct. San Diego, CA 92127 | 1002-1012 Palm Ave. |
| 34 | 626-221-11 | Trieschman Family B. 08-12-993 C/O Gary Trieschman 672 10th St. Imperial Beach, CA 91932 | 670-672 10 th Street |
| 35 | 626-221-12 | International Com & Leasing Services LLC 5075 Surf Shoal Pt. San Diego, CA 92154 | 986 Palm Ave. |
| 36 | 626-221-20 | Darnell James P. Family 12-01-1985/Barton Mary J. Family 06-12-1990 310 B Avenue Coronado, CA 92118 | 950 Palm Ave. |
| 37 | 626-212-35 | Robinson Jay TR. 2727 Sunset Hills Escondido, CA 92025 | 940-942 Palm Ave. |
| 38 | 626-212-32 | McGrew Addis A 2005/Family Vaughn 01-11-1993 1211 Helix Ave. Chula Vista, CA 91911 | 932-938 Palm Ave. |
| 39 | 626-212-36 | Union Bank C/O Union Bank P.O. Box 7788 Newport Beach, CA 92658 | 900 Palm Ave. |
| 40 | 626-281-01 | Northwest Dealerco Holdings LLC 30343 Canwood St, #220 Agoura Hills, CA 91932 | 907 Palm Ave. |

| | | | |
|----|------------|---|-----------------------|
| 41 | 626-281-17 | Imperial Beach Community Clinic P.O. Box 459 Imperial Beach, CA 91933 | 949 Palm Ave. |
| 42 | 626-282-01 | OConnor Joseph & Gallo, Michael 951 Palm Ave. Imperial Beach, CA 91932 | 715 Emory St. |
| 43 | 626-282-03 | Mason, John G. 945 Palm Ave. Imperial Beach, CA 91932-1533 | 975 Palm Ave. |
| 44 | 626-282-21 | Duran, Rosa C. Living Trust 02-24-2006 859 Carolina St. Imperial Beach, CA 91932 | 987-989 Palm Ave. |
| 45 | 626-282-22 | Wilson, Orisco L 3233 Doyle St. Riverside, CA 92504 | 995 Palm Ave. |
| 46 | 626-291-01 | Group Eight 3200 Highland Ave. #B4-2 National City, CA 91950 | 1003 Palm Ave. |
| 47 | 626-291-15 | Atomic Investments, Inc. 3200 Highland Ave. B4-2 National City, CA 91950 | 1025 Palm Ave. |
| 48 | 626-291-14 | Goycochea, Paulette T. 1085 Palm Ave. Imperial Beach, CA 91932 | 1085 Palm Ave. |
| 49 | 626-211-08 | Imperial Beach Promenade LLC C/O Property Tax Dept. 401 P.O. Box 4900 Scottsdale, AZ 85261 | 890 Palm Ave. |
| 50 | 626-211-07 | Imperial Beach Promenade LLC 162 South Rancho Rd. # B85 Encinitas, CA 92024 | 836-894 Palm Ave. |
| 51 | 626-211-06 | Albertsons LLC; LF Drooz LLC 1701 Kelton Ave. Los Angeles, CA 90024-5507 | 800 Palm Ave. |
| 52 | NOT USED | | |
| 53 | 626-202-19 | Castro Ramon & Marian Trust 04-29-1996 4291 Arista St. San Diego, CA 92103 | 740 Palm Ave. |
| 54 | 626-201-06 | Morgan George Jr. P.O. Box 1285 Spring Valley, CA 91979 | 720-730 Highway 75 |
| 55 | 626-201-11 | Farida Family Trust 06-09-2006 13254 Devon Dr. Jamul, CA 91935 | 700-710 Highway 75 |

| | | | |
|-----|------------|---|--------------------------------|
| 56 | 626-250-02 | Sawhney, Parmela S. Revocable Trust 10-09-2002 301 Ocean Blvd. Coronado, CA 92118 | 701-707 Palm Ave. |
| 57 | 626-250-03 | Imperial Beach Redevelopment Agency Successor Agency | 735 Palm Ave. |
| 58 | 626-250-04 | Imperial Beach Redevelopment Agency Successor Agency | 759 Palm Ave. |
| 59 | 626-250-05 | Imperial Beach Redevelopment Agency Successor Agency | 761-775 Palm Ave. |
| 60 | 626-250-06 | Imperial Beach Redevelopment Agency Successor Agency | 827 Palm Ave. |
| 61 | 626-070-59 | Arnold, Clifton J. 2624 East 14th St. National City, CA 91950 | 698 Highway 75 |
| 62 | 626-070-58 | Lassman Survivors Trust 03-02-1990 7421 I Via Pellestrina Palm Desert, CA 92260 | 690 Highway 75 |
| 63 | 626-070-33 | American Spectrum Dunham Props LLC 19100 Von Karmen Ave. #900 Irvine, CA 92612 | Vacant Land |
| 64 | 625-140-08 | American Spectrum Dunham Props LLC 19100 Von Karmen Ave. #900 Irvine, CA 92612 | 550 Highway 75 |
| 65 | 625-140-20 | Smith Bernard Joseph Trust 06-03-04 12307 NE Harmony Way Kingston, WA 98346 | 500 Highway 75 |
| 66 | 625-140-21 | Silver Strand Plaza LLC 24178 Park Riviera Calabasas, CA 91372 | Palm Ave. Vacant Commercial |
| 66A | 625-140-22 | Pacific Bell Wireless LF Silver Strand Plaza LLC | Palm Ave. State Assessed |
| 67 | 625-140-05 | Palm Avenue Properties; Pennell Family Properties (33.34%) 244 Palomar Street #A Chula Vista, CA 91911 | 650 Palm Ave. |
| 68 | 625-140-17 | Imperial Trailer Park LP 244 Palomar Street #A Chula Vista, CA 91911 | 674 Palm Ave. |
| 69 | 626-250-11 | Zoura Family Trust 3992 La Cresta Way Bonita, CA 91902 | Vacant Commercial |
| 70 | 626-250-12 | Zoura Family Trust 10-08-09 3189 Main St. Chula Vista, CA 91911 | 681 Highway 75 |

ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO.67M(STREET LIGHTING)



I HEREBY CERTIFY THAT THE AREA WITHIN MAP SHOWING PROPOSED BOUNDARY OF ASSESSMENT DISTRICT PLAT NO. 67M, CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY _____ ITS RESOLUTION NO. _____

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____

CITY CLERK OF IMPERIAL BEACH

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS _____ DAY OF _____, 20____

SUPERINTENDENT OF STREETS
CITY OF IMPERIAL BEACH

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS _____ DAY OF _____, 20____, SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY ON THE _____ DAY OF _____, 20____. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK, CITY OF IMPERIAL BEACH

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK IN BOOK OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

COUNTY RECORDER OF COUNTY OF SAN DIEGO

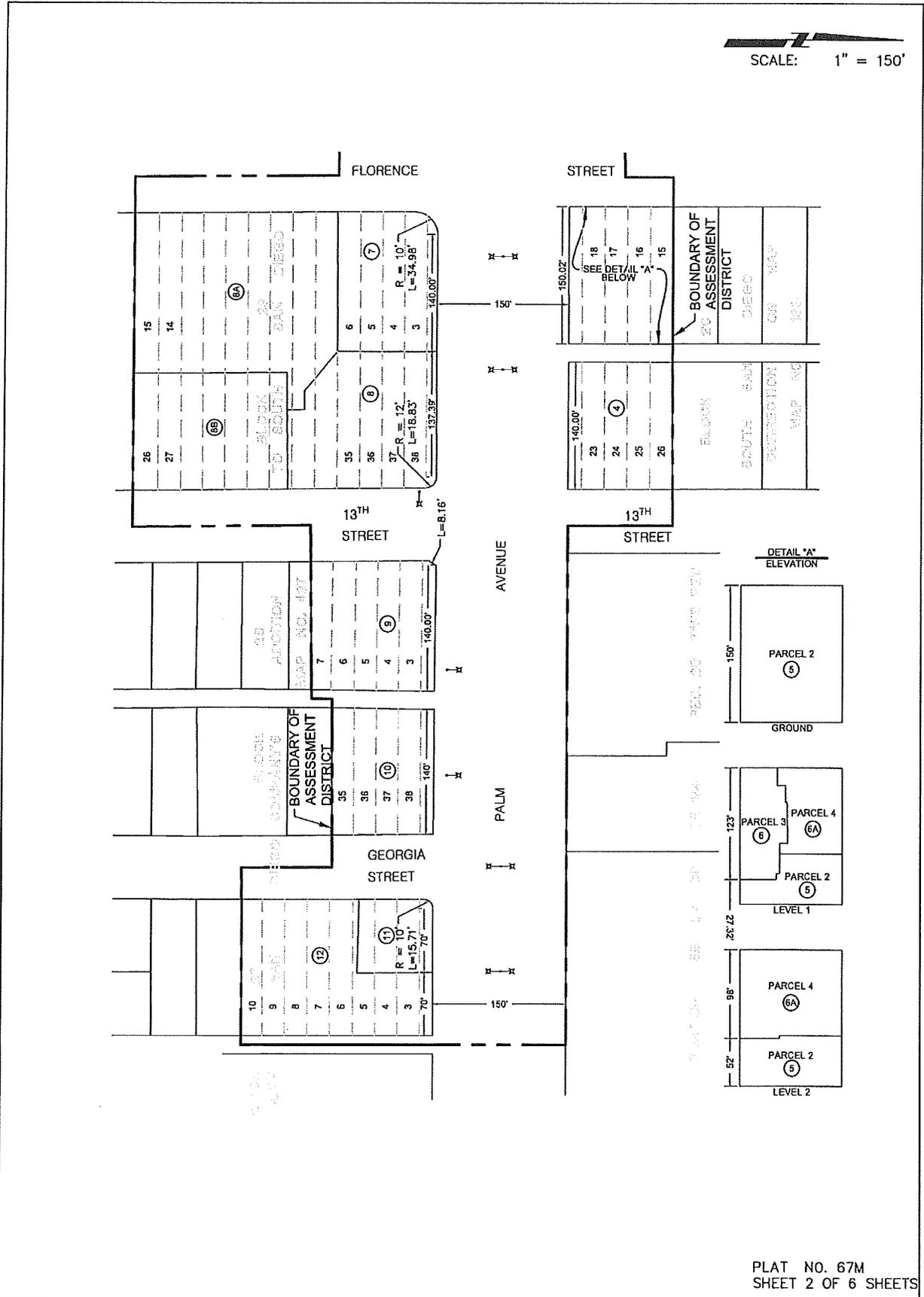
ENGINEER OF WORK:
NVS
15070 AVE SCIENCE, SUITE 100
San Diego, Ca 92128
(659) 385-0500

Signature on file

CARMEN C. KASNER R.C.E. 50856 DATE 4-7-15 92-13 JOB NO.

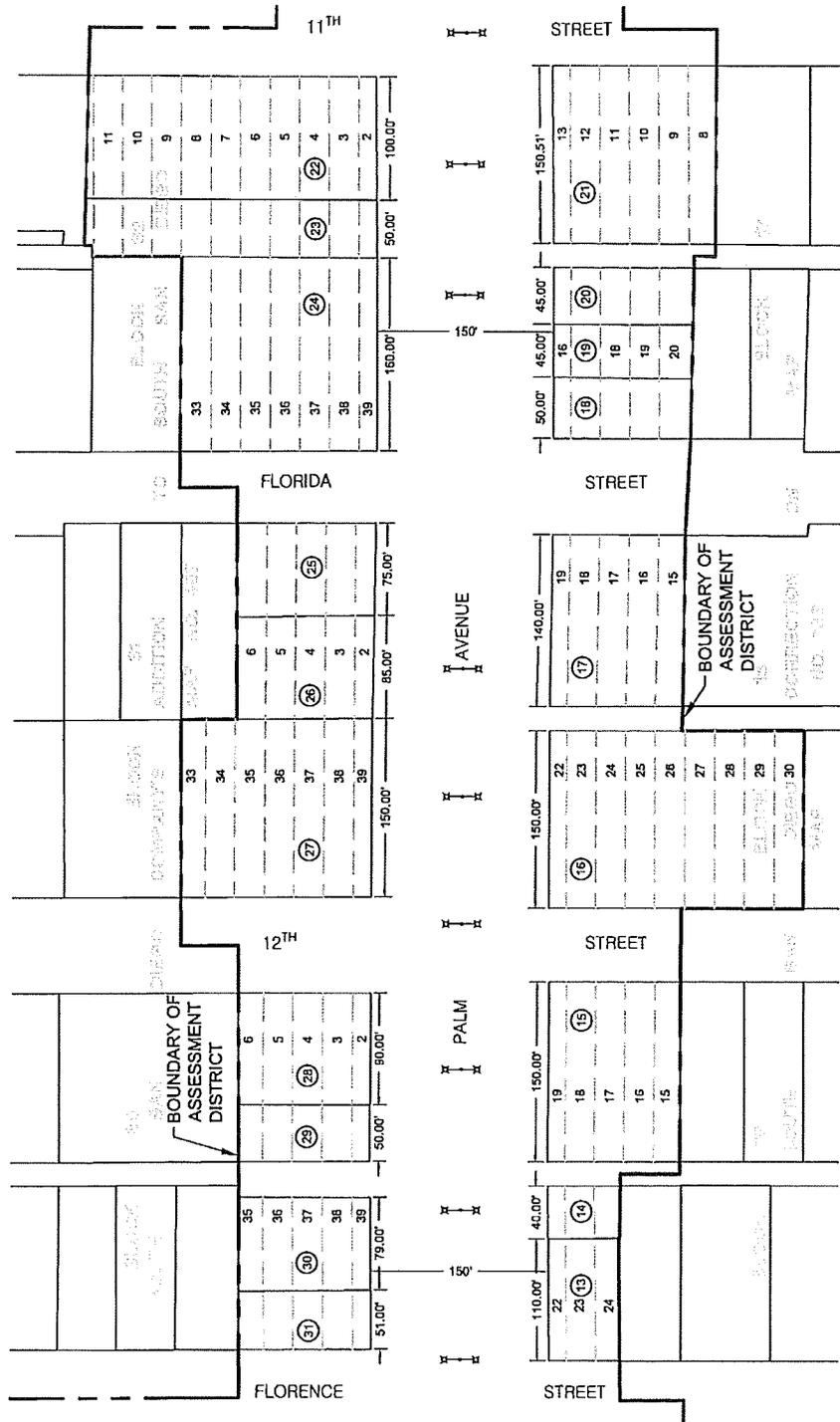
PLAT NO. 67M
SHEET 1 OF 6 SHEETS

SCALE: 1" = 150'



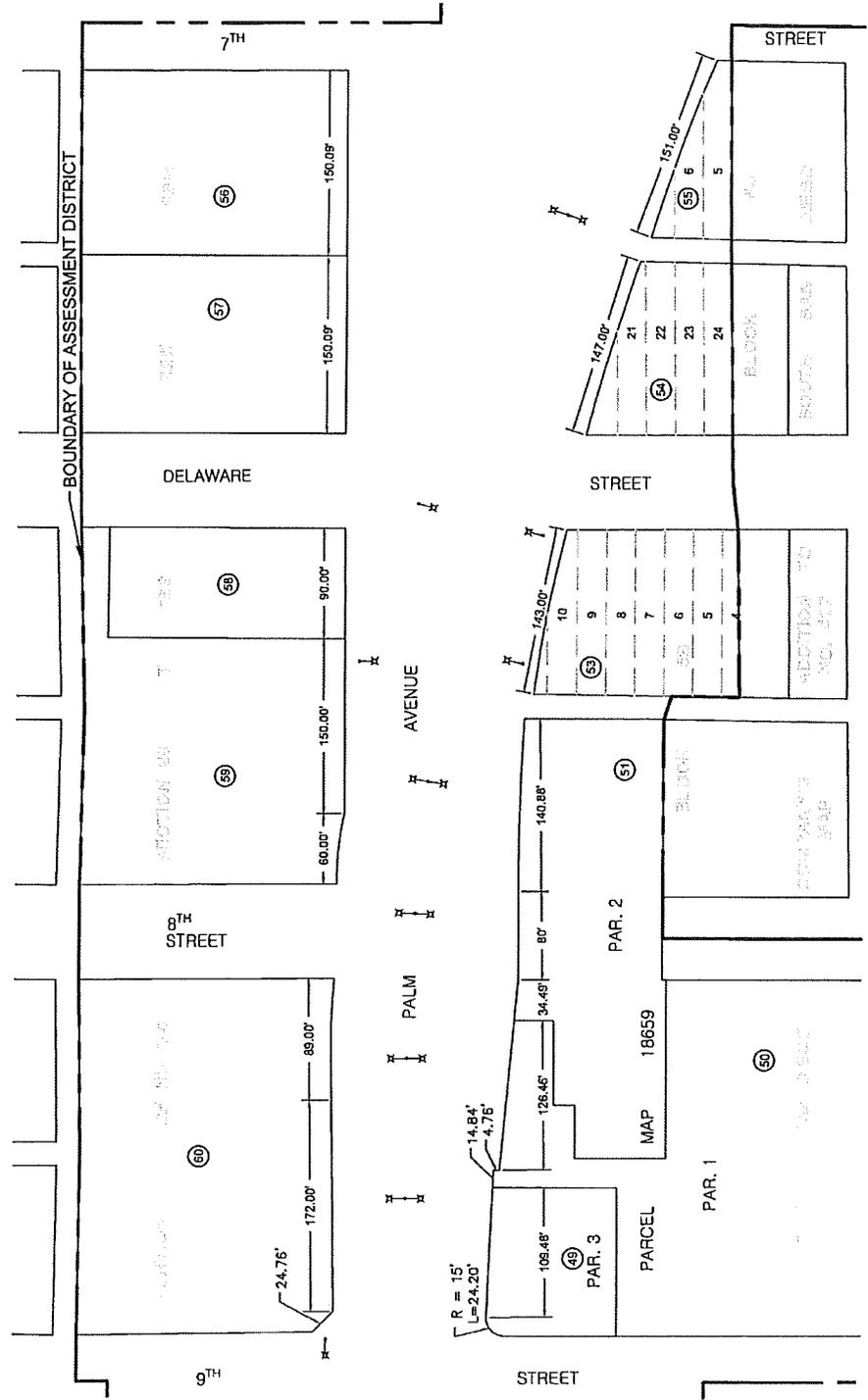
PLAT NO. 67M
SHEET 2 OF 6 SHEETS

SCALE: 1" = 150'

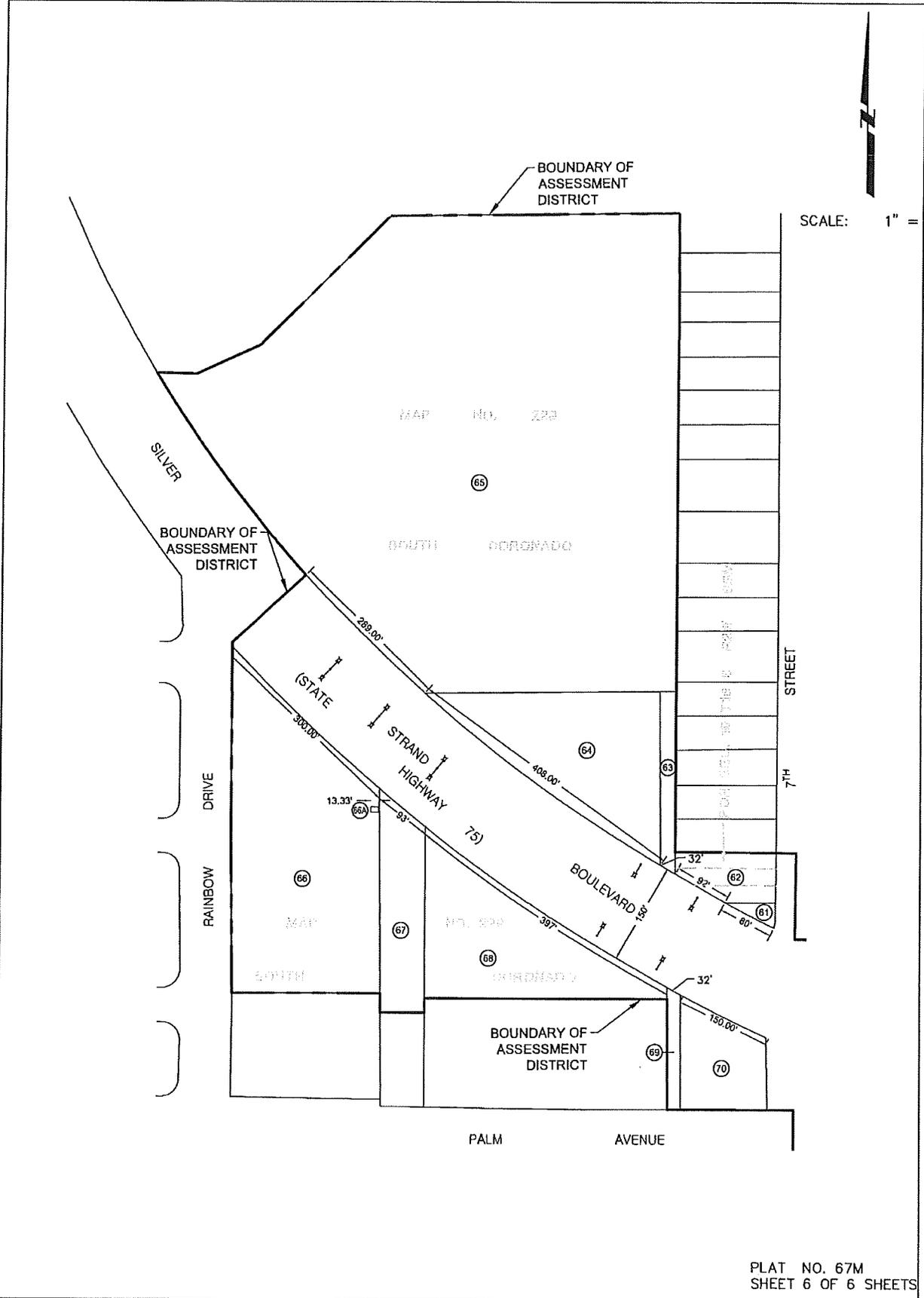


PLAT NO. 67M
SHEET 3 OF 6 SHEETS

SCALE: 1" = 150'



PLAT NO. 67M
SHEET 5 OF 6 SHEETS



PLAT NO. 67M
SHEET 6 OF 6 SHEETS

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 15, 2015
ORIGINATING DEPT.: PUBLIC WORKS *HAR*
SUBJECT: RESOLUTION NO. 2015-7569 DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON

EXECUTIVE SUMMARY:

This resolution, Resolution No. 2015-7569, sets the public hearing date, time and place for the adoption of the Lighting and Landscape Assessment District 67 (AD-67M) district parcel assessments for Fiscal Year 2015/2016. The Engineer's Report that proposes the district parcel assessments was approved in City Council by Resolution No. 2015-7568 on April 15, 2015

RECOMMENDATION:

Adopt Resolution No. 2015-7569 setting the AD 67M Public Hearing date, time and location as noted in the Analysis section below.

RATIONALE:

To continue the assessment of parcels in AD 67 M boundaries, a public hearing is necessary in order to provide for the assessed parcel owners an opportunity to protest the assessment.

OPTIONS:

- Adopt the attached resolution setting the public hearing date, time and location; or
- Reject the attached resolution setting the public hearing date, time and location thus bypassing the assessment for FY 2015/2016.
- Directing an alternate date, time and/or location for the public hearing.

BACKGROUND:

By Resolution 2015-7568, City Council approved the Engineer's "Report" for proceeding forth with the Annual Levy of Assessments for Assessment District 67M. To proceed with the special assessment district, City Council must make preliminary findings and set a time and place for a public hearing.

ANALYSIS:

The attached resolution is a jurisdictional resolution under the "Landscaping and Lighting Act of 1972" proceedings, making preliminary findings and setting a time and place for public hearing to wit:

- Time/date - Wednesday, the 20th of May, 2015 at 6:00 p.m.,
- Location - regular meeting place of the City Council, the Council Chambers, City Hall, City of Imperial Beach, California.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

Attachments:

1. Resolution No. 2015-7569

RESOLUTION NO. 2015-7569

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M), AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON

WHEREAS, the City Council of the City of Imperial Beach, California, has previously formed a special assessment district pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special assessment district known and designated as ASSESSMENT DISTRICT 67-M (hereinafter referred to as the "Assessment District"); and

WHEREAS, at this time the City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year to provide for the costs and expenses necessary to pay for the maintenance of the improvements in said Assessment District; and;

WHEREAS, there has been presented and approved by this City Council the Engineer's "Report", as required by law and this City Council is desirous of continuing with the proceedings for said annual levy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

RECITALS

SECTION 1. That the above recitals are all true and correct.

DECLARATION OF INTENTION

SECTION 2. That the public interest and convenience requires, and it is the intention of this legislative body, to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of the improvements for the Assessment District, said improvements generally described as the maintenance of public street lighting improvements in Highway 75 within the City limits of the City of Imperial Beach.

That no new improvements or any substantial changes in existing improvements are proposed as a part of these proceedings.

BOUNDARIES OF MAINTENANCE DISTRICT

SECTION 3. That said works of improvements are of direct benefit to the properties within the boundaries of said Assessment District, which Assessment District the legislative body previously declared to be the area benefited by said works of improvement, and for particulars, reference is made to the boundary map as previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and open for public inspection, and is designated by the name of this Assessment District.

REPORT OF ENGINEER

SECTION 4. That the "Report" of the Engineer, as preliminarily approved by this legislative body, is on file with the City Clerk and open for public inspection. Reference is made to said "Report" for a full and detailed description of the improvements to be maintained,

the boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District. It is hereby further determined that there are no new and/or increases in any assessments from those as previously authorized and levied.

PUBLIC HEARINGS

SECTION 5. NOTICE IS HEREBY GIVEN THAT ON MAY 20, 2015, AT THE HOUR OF 6:00 P.M. A PUBLIC HEARING WILL BE HELD IN THE REGULAR MEETING PLACE OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, CITY HALL, IMPERIAL BEACH, CA, AT WHICH TIME AND PLACE THE LEGISLATIVE BODY WILL HEAR PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS AND TO ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS OR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET FOR THE PUBLIC HEARING.

NOTICE

SECTION 6. That the City Clerk is hereby authorized and directed to give notice as required by law by causing a copy of this Resolution to be published in the Eagle & Times, a newspaper of general circulation within said City; said publication to be completed not less than ten (10) days prior to the date set for the first public hearing.

PROCEEDINGS INQUIRIES

SECTION 7. For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the person designated below:

H.A. (Hank) Levien, Public Works Director
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932
Telephone: (619) 423-8311

Written protests may be addressed to the City Clerk at the above address.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of April 2015, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 15, 2015

ORIGINATING DEPT.: CITY MANAGER/COMMUNITY DEVELOPMENT *EN*

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2015-7567 THAT WOULD AUTHORIZE THE CITY MANAGER OR DESIGNEE TO ACCEPT AND EXECUTE A GRANT AGREEMENT WITH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR \$1,800,000 OF ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT (TRANSNET PROGRAM) FUNDS FOR THE BIKEWAY VILLAGE BAYSHORE BIKEWAY ACCESS ENHANCEMENT PROJECT

EXECUTIVE SUMMARY:

Staff is requesting City Council adoption of Resolution No. 2015-7567 authorizing the City Manager or designee to accept \$1,800,000 of 2014 Active Transportation Program (ATP) Grant (TransNet Program) Funds from the San Diego Association of Governments (SANDAG) for the Bikeway Village Bayshore Bikeway Access Enhancement Project. The project for which ATP Grant Funds would be used is for the enhancement and improvement of both bicycle and pedestrian access along and within 13th Street from the Naval Outlying Landing Field (NOLF) to the Bayshore Bikeway. The improvements are also associated with the Bikeway Village project which was approved by the City Council on May 16, 2012, and for which the City Council approved an Implementation Agreement on April 1, 2015. Resolution No. 2015-7567 would also authorize the execution of a Grant Agreement between the City and SANDAG for the use and expenditure of the ATP (TransNet Program) Grant Funds.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2015-7567 authorizing the City Manager to accept and execute a Grant Agreement with SANDAG for \$1.8 million of Active Transportation Program (ATP) Grant (TransNet Program) Funds for the Bikeway Village Bayshore Bikeway Access Enhancement Project Village project (the "Project").

RATIONALE:

Adoption of Resolution No. 2015-7567 will allow for the use of \$1,800,000 of ATP Grant (TransNet Program) Funds, along with \$855,000 of 2010 Tax Allocation Bond Proceeds ("Bond Proceeds") approved for this Project by the City Council on April 1, 2015, to be used for construction of the Project.

OPTIONS:

In considering the recommended action, the City Council has the following options:

1. Approve staff's recommendation and adopt Resolution No. 2015-7567; or
2. Deny approval of Resolution No. 2015-7567.

BACKGROUND:

On April 1, 2015, City Council adopted Resolution No. 2015-7563 authorizing the City Manager to execute an Implementation Agreement (the "IA") to the Owner Participation Agreement (the "OPA") between the City of Imperial Beach (the "City") and Bikeway Village, LLC (the "Developer") for development of the Bikeway Village Project. The IA allocated \$855,000 of Bond Proceeds and \$1,380,000 of the \$1,800,000 of ATP Grant (TransNet Program) Funds (the "Grant Funds") to the Project. The remaining \$420,000 of ATP Grant Funds would be used for bicycle and roadway improvements in 13th Street between NOLF and Calla Avenue.

ANALYSIS:

As provided for in the approved IA and its authorizing Resolution No. 2015-7563, the use of the Grant Funds will be subject to an executed Grant Agreement between the City and SANDAG. Approval of Resolution No. 2015-7567 will authorize the acceptance of the Grant Funds and will further authorize the City Manager or designee to execute the Grant Agreement with SANDAG for the provision and use of the Grant Funds.

Attached to this staff report (Attachment 2) is Draft Grant Agreement language that will be included in the Grant Agreement. Although this is draft language, the provision of the Grant Funds is subject to strict requirements that allow few, if any, modifications by the local jurisdiction receiving and expending these funds. The City has executed very similar agreements with SANDAG in the past and, to date, has experienced no difficulty in the administration and use of such grant funds. Staff expects to receive a Final Draft Grant Agreement in the next week and, if Resolution No. 2015-7567 is approved by the City Council, would execute the Grant Agreement soon thereafter.

ENVIRONMENTAL DETERMINATION:

The City approved the Final Mitigated Negative Declaration (SCH# 2012031034) on May 2, 2012. Monitoring for cultural resources will be required during the construction of this project on the northern parcel. Mitigating for hazardous materials will also be required as the bikeway was built on top of train tracks that contain hazardous substances and some of the materials were found on the northern parcel.

A General Plan and Local Coastal Program Amendment (LCPA/GPA 130032) to the Circulation Element was approved for the 13th Street portion of the Project between Palm Avenue and Iris Avenue (NOLF). Environmental impact reports were certified by the City for both the Bicycle Transportation Plan (BTP)/ Eco-bike LCP Amendment (SCH#2007101061) and the Commercial Rezoning Amendment (SCH#2011041048), in which there were extensive discussions that addressed traffic impacts. The City's traffic engineering consultant KOA Corporation determined from its traffic analysis that the change from a 4-lane collector to a 3-lane collector

along the 13th Street portion of the Project would not change the carrying capacity or level of service (LOS) of the facility. A Notice of Exemption (NOE) for this portion of the Project was filed on September 6, 2013. This portion of the Project was Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Section 15304(h) (Minor Alterations to Land: creation of bicycle lanes on existing rights-of-way).

FISCAL IMPACT:

As noted above, the Implementation Agreement for the Bikeway Village Project approved by the City Council on April 1, 2015, allocated \$855,000 of Bond Proceeds to the Project. Acceptance and execution of this Grant Agreement will provide \$1,800,000 of ATP Grant (TransNet Program) Funds towards construction of the Bikeway Village Bayshore Bikeway Access Enhancement Project.

Attachments:

1. Resolution No. 2015-7567
2. Draft ATP Grant Agreement Language

RESOLUTION NO. 2015-7567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT AND EXECUTE AN AGREEMENT WITH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR ACTIVE TRANSPORTATION GRANT (TRANSNET) PROGRAM FUNDS FOR THE BIKEWAY VILLAGE BAYSHORE BIKEWAY ACCESS ENHANCEMENT PROJECT, AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, On September 26, 2013, the Governor of California signed Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) which created the Active Transportation Program ("ATP"); and

WHEREAS, consistent with funding requirements of the ATP, allocated funds were distributed to Metropolitan Planning Organizations ("MPO") meeting certain criteria with 10% of the funding provided to small urban and rural areas with populations of 200,000 or less, with projects competitively awarded by the CTC in those regions; and

WHEREAS, on April 16, 2014, the City Council of the City of Imperial Beach (the "City") authorized the filing of an ATP Grant application for the Bikeway Village Bayshore Bikeway Access Enhancement Project (the "Project"); and

WHEREAS, on May 21, 2014, an ATP Grant application requesting one million eight hundred thousand dollars (\$1,800,000) for the Project was filed with the California State Department of Transportation ("Caltrans") for the state-wide competition; and

WHEREAS, the Project was not selected for funding in the state-wide competition; and

WHEREAS, the Project application was then submitted to the San Diego Association of Governments ("SANDAG") for the local MPO competition; and

WHEREAS, on September 26, 2014, the SANDAG Board of Directors approved the recommended funding of \$1,800,000 for the Project and forwarded that approval to the California Transportation Commission (CTC) for their approval; and

WHEREAS, On November 21, 2014, the SANDAG Board of Directors approved both the Project funding and the exchange of ATP funds to local TransNet Funds to be administered by SANDAG and on December 10, 2014, the CTC also approved the Projects for funding and the exchange of funds; and

WHEREAS, on April 1, 2015, the City now wishes to receive the \$1,800,000 in Active Transportation Grant (TransNet Program) funds for the Project; and

WHEREAS, the City of Imperial Beach understands that the ATP Program funding is fixed at the programmed amount, and therefore project cost increases that exceed the grant awarded will be the sole responsibility of the grantee; and

WHEREAS, the City of Imperial Beach agrees to complete the proposed grant project within a timely matter and in compliance with Board Policy No. 035.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. That the City Manager or designee is hereby authorized to accept ATP Grant Funds from the San Diego Association of Governments (SANDAG) in the amount of one million eight hundred thousand dollars (\$1,800,000) for the Bikeway Village Bayshore Bikeway Access Enhancement Project.
2. That the City Manager or designee is further authorized to execute the Grant Agreement with SANDAG in substantially the same form as the attached Draft Agreement with no exceptions, and complete the Project.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of April 2015, by the following roll call vote:

| | |
|----------------|------------------------|
| AYES: | COUNCILMEMBERS: |
| NOES: | COUNCILMEMBERS: |
| ABSENT: | COUNCILMEMBERS: |

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

GRANT AGREEMENT TEMPLATE – FOR INFORMATION ONLY

[SELECT APPLICABLE PROGRAM: *TransNet* SMART GROWTH INCENTIVE GRANT PROGRAM OR *TransNet* ACTIVE TRANSPORTATION GRANT PROGRAM]

THIRD FUNDING CYCLE

**GRANT AGREEMENT [AGREEMENT NUMBER] BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
[INSERT AGENCY/JURISDICTION NAME]
REGARDING [INSERT FULL PROJECT TITLE]**

THIS GRANT AGREEMENT [AGREEMENT NUMBER] (Agreement) is made this [Day] day of [Month], 2015, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California, hereinafter referred to as SANDAG, and the [Grant Recipient and Address], hereinafter referred to as Grantee. This agreement expires on [Month] [Day], [Year].

Note to Grant Recipient: This Agreement Template covers provisions for both the SGIP and ATGP. Prior to contract execution, the Grant Agreement will be tailored to reflect the applicable grant program.

Note to SANDAG Contracts Staff: Prior to internal routing, references to SGIP and ATGP should be updated as applicable.

The following recitals are a substantive part of this Agreement:

Note to SANDAG Contracts Staff: Select either SGIP Recitals or ATGP Recitals.

Smart Growth Incentive Program (SGIP) Recitals (A – J):

- A.** The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B.** The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP), which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C.** In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee’s performance thereunder are subject to Board Policy No. 35, which includes multiple “use it or lose it” provisions.
- D.** The SANDAG Board of Directors approved programming of approximately \$12 million in *TransNet* funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- E.** On December 19, 2014, SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on capital improvement and planning projects meeting certain criteria.

- F. Grantee successfully applied for *TransNet* SGIP funding for the [Insert Project Name], as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

Note to SANDAG Contracts Staff: Before finalizing this agreement for internal SharePoint routing, obtain from SANDAG Finance and Planning staff the *TransNet* MPO ID required to complete Recital G, below.

- G. Grantee's Project is funded with [insert dollar amount] in *TransNet* SGIP funds and the *TransNet* MPO ID for the Project is [insert ID number].
- H. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- I. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- J. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

Active Transportation Grant Program (ATGP) Recitals (A – L):

- A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program and the Transportation Development Act (TDA) to support local bicycle and pedestrian transportation projects in the San Diego region through a competitive process.
- B. The *TransNet* Extension Ordinance contains provisions to fund the Bicycle, Pedestrian, and Neighborhood Safety Program (BPNSP), which funding began on July 1, 2008. The BPNSP encompasses bicycle and pedestrian travel projects and recognizes the comprehensive effort to integrate smart growth place making, access to transit and environmental justice.
- C. Article 3 of the TDA provides funding for Bicycle and Pedestrian Facilities and Programs.
- D. Together the *TransNet* BPNSP and TDA Article 3 funding are commonly referred to as the SANDAG Active Transportation Grant Program (ATGP).
- E. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and the Grantee's performance thereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.
- F. The SANDAG Board of Directors approved programming of approximately \$3 million in both *TransNet* and TDA funds on December 19, 2014, by Resolution Number [insert Resolution Number].
- G. On [December 19, 2014], SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for SANDAG ATGP funds for use on capital improvement and planning projects meeting certain criteria.

- H. Grantee successfully applied for ATGP Funding for the [Insert Project Name] (Project), as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.

Note to SANDAG Contracts Staff: Before finalizing this agreement for internal routing, obtain from SANDAG Finance and Planning staff the TDA Claim Number or TransNet MPO ID required to complete Recital I, below.

- I. Grantee's Project is funded with [insert dollar amount] in ATGP funds, which includes [insert dollar amount] in *TransNet* BPNSP funds and [insert dollar amount] in TDA funds, and the *TransNet* MPO ID for the Project is [insert ID number] and the TDA Claim Number is [insert claim number].
- J. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.
- K. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- L. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG's funding commitment to ATGP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. DEFINITIONS

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of the Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit the Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.
- C. **Approved Project Budget.** The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which the Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task, that has been approved by SANDAG. The Approved Project Budget is included in Attachment A.

Note to Grant Recipient: Only the applicable grant program will be referenced here.

Note to SANDAG Contracts Staff: Choose the appropriate program here.

- D. **[SGIP Funds and Funding.** Funding from the *TransNet* Extension Ordinance for the SGIP.]
OR **[ATGP Funds and Funding.** Funding from the *TransNet* BPNP and TDA Article 3 funds.]
- E. **Grantee.** The local jurisdiction that is the recipient of [SGIP or ATGP] funding under this Agreement.
- F. **Notice to Proceed** means a written notice from SANDAG issued to the Grantee authorizing the Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG's issuance of a Notice to Proceed.
- G. **Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

II. PROJECT IMPLEMENTATION

A. **General.** The Grantee agrees to carry out the Project as follows:

1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.
2. **Effective Date.** The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. The Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. **Grantee's Capacity.** The Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and the Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.
4. **Project Schedule.** The Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035, as amended, and included as Attachment B.
5. **Project Implementation and Oversight.** Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. **Changes to Project's Scope of Work.** This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG [SGIP or ATGP] scoring criteria. Any substantive deviation from Grantee's representations in the Application during project implementation may require reevaluation or result in loss of funding. If Grantee knows or should have known that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing.

SANDAG will then determine whether the Project is still consistent with the overall objectives of the [SGIP or ATGP] and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have [SGIP or ATGP] Funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project.

7. **Media and Community Outreach Coordination.** The Grantee agrees notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. The Grantee agrees to assist SANDAG with media or community events related to the Project, such as ground breaking and ribbon cutting. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral, but may never be included in such documents without advance approval from SANDAG.

As part of the quarterly reports submitted to SANDAG, the Grantee agrees to provide project milestone information to support media and communications efforts. SANDAG reserves the right to use the information provided by the Grantee for any combination of the following, including but not limited to: social media posts, online photo albums, videos, press releases, PowerPoint presentations, web updates, newsletters, and testimonials. In submitting photos to SANDAG, the Grantee agrees to release the rights of the photos to SANDAG for its use.

8. **Project Signage and Designation of *TransNet* Funded Facilities.** Each capital project in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by revenues from the *TransNet* Extension Ordinance.

Grantee agrees to follow the Project Signage Specifications. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. **Baseline Data Collection.** For capital projects, Grantee is required to coordinate with SANDAG staff on the development of a baseline data collection plan in accordance with the Project Implementation and Oversight Requirements.

- B. **Application of Laws** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Extension Ordinance, the Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires the Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require the Grantee to violate any law, the Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and the Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.

- C. Notice Regarding Prevailing Wages.** SANDAG's [SGIP or ATGP] Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee's public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, *et seq.* This Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. Significant Participation by a Subgrantee.** Although the Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, the Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. Third Party Contracting.** Grantee shall not award contracts over three thousand dollars (\$3,000) on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
1. If Grantee hires a consultant to carry out professional services funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate (ICE) prior to soliciting proposals; publicly advertise for competing proposals for the work; use cost as an evaluation factor in selecting the consultant; document a Record of Negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable; and pass through the relevant obligations in this Agreement to the consultant.
 2. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall: prepare an ICE (e.g., a construction cost estimate) prior to soliciting bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.
- F. Grantee's Responsibility to Extend Agreement Requirements to Other Entities**
1. **Entities Affected.** Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than the Grantee is expected to fulfill any responsibilities typically performed by the Grantee, the Grantee agrees to assure that the entity carries out the Grantee's responsibilities as set forth in this Agreement.
 2. **Documents Affected.** The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through the Grantee. Thus, the Grantee agrees to use a

written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.

3. **Flowdown.** The Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

G. No SANDAG Obligations to Third-Parties. In connection with the Project, the Grantee agrees that SANDAG shall not be subject to any obligations or liabilities to any subgrantee, lessee, third-party contractor, or other person or entity that is not a party to the Agreement for the Project. Notwithstanding that SANDAG may have concurred in or approved any solicitation, subagreement, lease, or third-party contract at any tier, SANDAG has no obligations or liabilities to any entity other than the Grantee, including any subgrantee, lessee, or third-party contractor at any tier.

H. Changes in Project Performance. The Grantee agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project in accordance with the terms of the Agreement and as required by Board Policy No. 035. The Grantee also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG's interests in the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, the Grantee agrees to send each notice to SANDAG required by this subsection to SANDAG's Office of General Counsel.

I. Standard of Care. The Grantee expressly warrants that the work to be performed pursuant to this Agreement shall be performed in accordance with the applicable standard of care. Where approval by SANDAG, its Executive Director, or other representative of SANDAG is indicated in the Scope of Work, it is understood to be conceptual approval only and does not relieve the Grantee of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Grantee or its subgrantees.

III. ETHICS

A. Grantee Code of Conduct/Standards of Conduct. The Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with [SGIP or ATGP] Funding. The Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. The Grantee may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective

positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, the Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subgrantees or their agents.

1. **Personal Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall prohibit the Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by [SGIP or ATGP] Funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.
 2. **Organizational Conflicts of Interest.** The Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.
- B. SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG's officers, employees, agents, and Board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.
- C. Bonus or Commission.** The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its [SGIP or ATGP] Funding application for the Project.
- D. False or Fraudulent Statements or Claims.** The Grantee acknowledges and agrees that by executing the Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, the Grantee's grant application, progress reports and invoices.

IV. AMOUNT OF FUNDING ASSISTANCE

The Grantee agrees that SANDAG will provide [SGIP or ATGP] Funding for the Project equal to the smaller of the following amounts: (a) the Maximum SANDAG Amount Approved of \$_____, or (b) the amount calculated in accordance with the Maximum Percentage(s) of SANDAG Participation, which is ___ percent (___%). SANDAG's responsibility to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the Maximum SANDAG Amount Awarded and Maximum Percentage(s) of SANDAG Participation.

V. MATCHING FUNDS

Grantee has proposed to provide matching funds for the Project and therefore agrees as follows:

- A. Duty to Obtain Matching Funds.** The Grantee agrees to provide sufficient funds or approved in-kind resources, together with the [SGIP or ATGP] Funding awarded, that will assure payment of the actual cost of each Project activity covered by this Agreement. The amount of matching funds and percentage(s) of matching funds Grantee shall provide are set forth in the Approved Project Budget. The Grantee agrees to complete all proceedings necessary to provide its share of the Project costs at or before the time the matching funds are needed for Project costs.
- B. Prompt Payment of Matching Funds.** The Grantee agrees to provide the proportionate amount of the matching funds promptly as it incurs Project costs or Project costs become due. Each of Grantee's invoices must include its pro-rata matching fund contribution as reflected in the Approved Project Budget, along with supporting, descriptive and/or explanatory documentation for the matching funds provided.
- C. Reduction of Matching Funds.** The Grantee agrees that no refund or reduction of the amount of matching funds may be made unless, at the same time, a reduction of the proportional amount of the [SGIP or ATGP] Funding provided is made to SANDAG in order to maintain the Maximum Percentage(s) of SANDAG Participation.

VI. APPROVED PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, the Grantee agrees as follows: The Grantee and SANDAG have agreed to a Project budget that is designated the "Approved Project Budget." The Grantee will incur obligations and make disbursements of Project funds only as authorized by the Approved Project Budget. An amendment to the Approved Project Budget requires the issuance of a formal amendment to the Agreement, unless the re-allocation of funds among budget items or fiscal years that not increase the total amount of the [SGIP or ATGP] Funding awarded for the Project, does not negatively impact the benefits obtained from the Project, and is consistent with applicable laws, regulations, and policies. Prior written SANDAG Project Manager approval is required for transfers of funds between Approved Project Budget line items.

VII. PAYMENTS

- A. Grantee's Request for Payment When Matching Funds Are Required.** The Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that the Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:
1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or
 2. Take any action that would cause the proportion of [SGIP or ATGP] Funding made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.
- B. Payment by SANDAG.** Upon receiving a request for payment and adequate supporting information, SANDAG will make payment, [or for projects with TDA funding, authorize the County of San Diego to make payment] for eligible amounts to Grantee within thirty (30) days if Grantee has complied with the requirements of the Agreement, including submission of a Quarterly Report which is included as Attachment D, has satisfied SANDAG that the [SGIP or ATGP] Funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After the Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse the Grantee's apparent allowable costs incurred consistent with the Approved Project Budget. SANDAG shall retain ten percent (10%) from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee's satisfactory completion of work and receipt of Grantee's final invoice and all required documentation.
- C. Eligible Costs.** The Grantee agrees that Project costs eligible for [SGIP or ATGP] Funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:
1. Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement.
 2. Necessary in order to accomplish the Project.
 3. Reasonable for the goods or services purchased.
 4. Actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred, excluding program income).
 5. Incurred for work performed, only on a reimbursement basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG.

6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records).
8. Eligible for [*TransNet* or *TransNet* and TDA] Funding as part of the [SGIP or ATGP].
9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor or (2) the applicant's proposed method for allocating indirect costs in accordance with OMB guidelines. Indirect cost allocation plans must be reviewed and renewed annually.
10. Project generated revenue realized by the Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

D. Excluded Costs

1. In determining the amount of [SGIP or ATGP] Funding SANDAG will provide for the Project, SANDAG will exclude:
 - a. Any Project cost incurred by the Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
 - b. Any cost that is not included in the latest Approved Project Budget;
 - c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
 - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.
 - a. Curb and gutter are part of the roadway drainage system. As such, newly installed curb and gutter cannot be considered an improvement exclusively for the benefit of the sidewalk or bike lane and are not an eligible expense.
 - b. Driveway ramps installed across sidewalks are not for the benefit of pedestrians, and in fact, degrade the pedestrian environment. Claimants may not include the cost of driveway ramps in applications for sidewalk projects. However, the distance across the driveway may be included when computing the per-square-foot cost of the sidewalk.

- c. Where roadway design standards require a roadway shoulder width at least as wide as would be required for a standard bike lane, the cost of the shoulder construction will not be eligible. Appropriate bikeway signage is eligible.
 - d. Under some circumstances, it may be necessary to remove and replace curb and gutter, driveway ramps, drainage facilities and other existing improvements in order to construct a bikeway or sidewalk. In such cases the cost of this work is most likely eligible, but claimants should carefully document why this is so in the claim submittal.
- E.** The Grantee understands and agrees that payment to the Grantee for any Project cost does not constitute SANDAG's final decision about whether that cost is allowable and eligible for payment under the Project and does not constitute a waiver of any violation by the Grantee of the terms of the Agreement for the Project or Board Policy No. 035. The Grantee acknowledges that SANDAG will not make a final determination about the allowability and eligibility of any cost until the final payment has been made on the Project or the results of an audit of the Project requested by SANDAG or its Independent Taxpayers' Oversight Committee (ITOC) has been completed, whichever occurs latest. If SANDAG determines that the Grantee is not entitled to receive any portion of the [SGIP or ATGP] Funding requested or paid, SANDAG will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due to SANDAG as a result of later refunds, corrections, performance deficiencies, or other similar actions; nor will Project closeout alter SANDAG's right to disallow costs and recover funds provided for the Project on the basis of a later audit or other review. Upon notification to the Grantee that specific amounts are owed to SANDAG, whether for excess payments of [SGIP or ATGP] Funding, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to promptly remit to SANDAG the amounts owed, including applicable interest, penalties and administrative charges.

VIII. ACCOUNTING RECORDS

In compliance with applicable laws, regulations, and policies, the Grantee agrees as follows:

- A. Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Grantee also agrees to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.
- B. Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, the Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by the Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs the Grantee has incurred underlying any payment in which SANDAG has agreed to participate in based upon a payable milestone.

IX. REPORTING, RECORD RETENTION, AND ACCESS

- A. Types of Reports.** The Grantee agrees to submit to SANDAG all reports required by law and regulation, policy, this Agreement, and any other reports SANDAG may specify.
 - B. Report Formats.** The Grantee agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to SANDAG must be prepared and submitted in electronic and/or typewritten hard copy formats, as SANDAG may specify. SANDAG reserves the right to specify that records be submitted in particular formats.
 - C. Record Retention.** During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the Project, as SANDAG may require.
 - D. Access to Records of Grantees and Subgrantees.** The Grantee agrees to permit, and require its subgrantees to permit, SANDAG or its authorized representatives, upon request, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its subgrantees pertaining to the Project.
 - E. Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
 - F. Quarterly Reports.** Grantee shall submit written quarterly reports to SANDAG detailing the progress of its work, expenditures incurred, and information regarding whether the Project is projected to be completed within the limits of the Approved Project Budget, Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. Grantee shall document the progress and results of work performed under this Agreement to the satisfaction of SANDAG. This includes progress and final reports, plans, specifications, estimates, and other evidence of attainment of the Agreement objectives, which are requested by SANDAG or ITOC. Grantee may be required to attend meetings of SANDAG staff and committees, including but not limited to ITOC, the Regional Planning Committee, the Transportation Committee, and the SANDAG Board of Directors, to report on its progress and respond to questions.
 - G. Communities Served Data and Report.** If requested, Grantee shall provide SANDAG with data regarding how the Project's benefits and burdens were equitably distributed among socio and economic populations in the area affected by the Project, and associated smart growth data.
- X. Project Completion, Audit, Settlement, and Closeout**
- A. Project Completion.** Within ninety (90) calendar days following Project completion or termination by SANDAG, the Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to the Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit.

Note to Grant Recipient: Only the applicable sections will be included.

Note to SANDAG Contracts Staff: Please choose the appropriate:

For TransNet-funded projects:

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with the *TransNet* Extension Ordinance. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

For TDA-funded projects:

The Grantee agrees to have financial and compliance audits performed as SANDAG may require consistent with Public Utilities Code Section 99245, for TDA funds; and consistent with the *TransNet* Extension Ordinance for *TransNet* funds. The Grantee agrees that Project closeout will not alter the Grantee's audit responsibilities. Audit costs are allowable Project costs.

- C. Performance Audit.** The Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project pursuant to the *TransNet* Ordinance.
- D. Project Closeout.** Project closeout occurs when SANDAG notifies the Grantee that SANDAG has closed the Project, and, if applicable, either forwards the final [SGIP or ATGP] Funding payment and or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.
- E. Project Use.** Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund SGIP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

- A.** Grantee shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, and consistent with Board Policy No. 035 and any policy amendments thereto. If timely progress is not achieved, SANDAG may, in its sole discretion, review the status of the Project to determine if the remaining funding should be reallocated to another eligible project, as per Board Policy No. 035. Grantee understands and agrees that any failure to make reasonable progress on the Project or violation of this Agreement and/or Board Policy No. 035, that endangers substantial performance of the Project shall provide sufficient grounds for SANDAG, in its sole discretion, to terminate this Agreement.

- B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, the Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.
- C. Upon written notice, the Grantee agrees that SANDAG may suspend or terminate all or any part of the [SGIP or ATGP] Funding to be provided for the Project if the Grantee has violated the terms of the Agreement, or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of [SGIP or ATGP] Funding for the Project.
- D. In general, termination of [SGIP or ATGP] Funding for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that the Grantee has willfully misused [SGIP or ATGP] Funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require the Grantee to refund to SANDAG the entire amount of [SGIP or ATGP] Funding provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project, however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at SANDAG's discretion if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

The Grantee agrees to comply with all applicable civil rights laws, regulations and policies and shall include the provisions of this Section 12 in each subagreement, lease, third party contract or other legally binding document to perform work funded by this Agreement. Applicable civil rights laws, regulations and policies include, but are not limited to, the following:

- A. **Nondiscrimination.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant.
- B. **Equal Employment Opportunity.** During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry,

religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIII. OWNERSHIP OF WORK PRODUCT

SANDAG shall own any deliverables created in whole or in part for SANDAG's benefit pursuant to the Scope of Work for the Project. The term "deliverables" includes, but is not limited to, all original drawings, reports, photos, and other documents, including detailed calculations and other work product developed for the Project or services performed on the Project.

XIV. DISPUTES AND VENUE

A. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of California.

B. Dispute Resolution Process. In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:

1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to SANDAG's Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within twenty (20) calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to SANDAG's Executive Director. The request for reconsideration must be received within ten (10) calendar days from the postmark date of SANDAG's reply. The Executive Director will respond to the request for reconsideration within ten (10) working days. The decision of the Executive Director will be in writing.
2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee for SGIP projects or to the SANDAG Transportation Committee for ATGP projects. SANDAG shall respond to a request for mediation within thirty (30) calendar days. The decision of the Regional Planning Committee or Transportation Committee shall be final.

- C. Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XV. ASSIGNMENT

Grantee shall not assign, sublet, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement.

XVI. INSURANCE

Grantee shall procure and maintain during the period of performance of this Agreement, and for twelve (12) months following completion, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E.** Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving thirty

(30) days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

XVII. INDEMNIFICATION AND HOLD HARMLESS

- A. **Generally.** With regard to any claim, protest, or litigation arising from or related to the Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.
- B. **Intellectual Property.** Upon request by SANDAG, the Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. INDEPENDENT CONTRACTOR

- A. **Status of Grantee.** Grantee shall perform the services provided for within this Agreement as an independent contractor, and not as an employee of SANDAG. Grantee shall be under the control of SANDAG as to the result to be accomplished and not the means, and shall consult with SANDAG as provided for in the Scope of Work. The payments made to Grantee pursuant to this Agreement shall be the full and complete compensation to which Grantee is entitled. SANDAG shall not make any federal or state tax withholdings on behalf of Grantee. SANDAG shall not be required to pay any workers' compensation insurance on behalf of Grantee. Grantee agrees to indemnify SANDAG for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which SANDAG may be required to make on behalf of Grantee or any employee of Grantee for work done under this Agreement.
- B. **Actions on behalf of SANDAG.** Except as SANDAG may specify in writing, Grantee shall have no authority, express or implied, to act on behalf of SANDAG in any capacity whatsoever, as an agent or otherwise. Grantee shall have no authority, express or implied, to bind SANDAG or its members, agents, or employees, to any obligation whatsoever, unless expressly provided for in this Agreement.

XIX. SEVERABILITY AND INTEGRATION

If any provision of the Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. This Agreement represents the entire understanding of SANDAG and Grantee as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by SANDAG and the Grantee.

XX. PROJECT MANAGER

The Grantee has assigned [INSERT PROJECT MANAGER NAME] as the Project Manager for the Project. Project Manager continuity and experience is deemed essential in Grantee’s ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG.

XXI. NOTICE

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Attn: Susan Baldwin / Suchi Mukherjee

Grantee:
[LOCAL AGENCY NAME]
[LOCAL AGENCY ADDRESS]
Attn: [LOCAL AGENCY PROJECT MANAGER]

Notice shall be effective upon receipt thereof.

Note to SANDAG Contracts Staff: After receiving this original agreement back from the Grantee and before routing the original agreement for final SANDAG “wet” signatures, confirm with SANDAG Finance and Planning staff that the applicable RTIP has been approved.

XXII. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

[INSERT JURISDICTION]

GARY L. GALLEGOS OR DESIGNEE
Executive Director

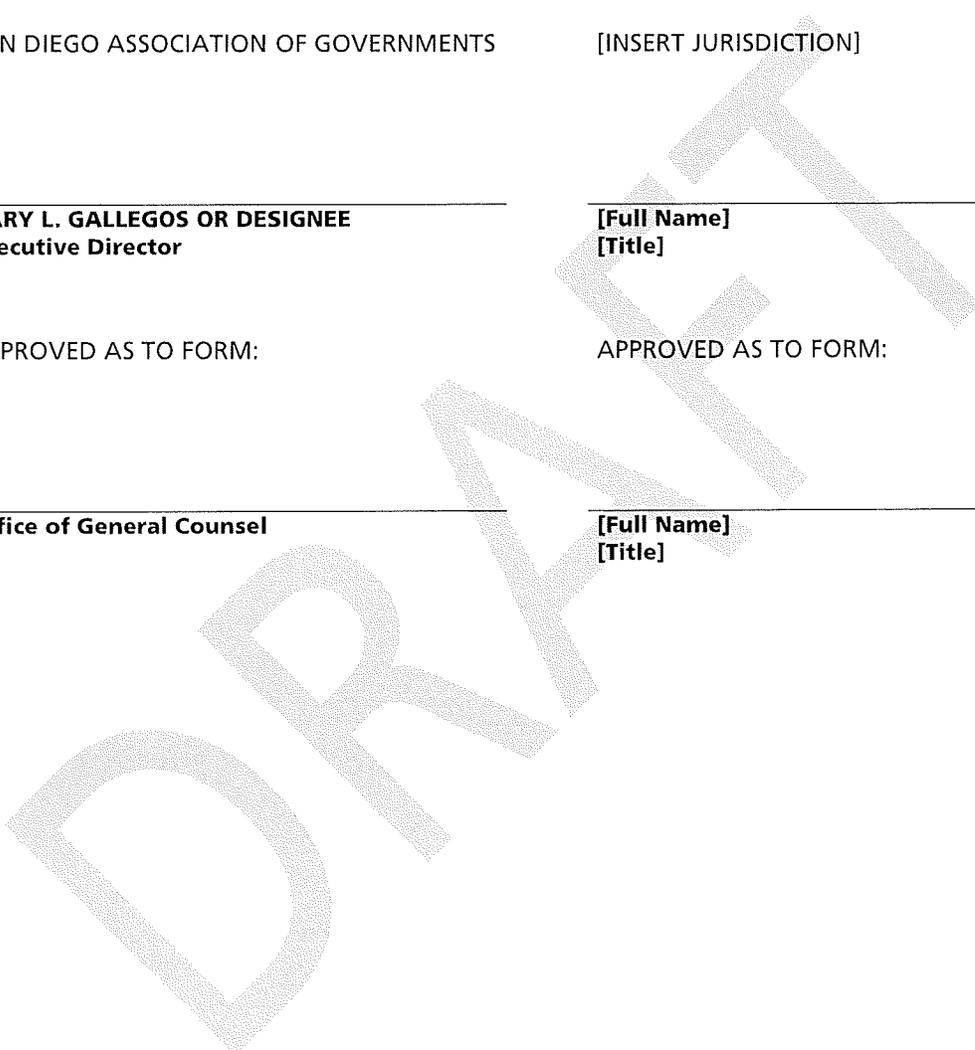
[Full Name]
[Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of General Counsel

[Full Name]
[Title]



ATTACHMENT A

SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

Project Location

(SPECIFIC PROJECT LOCATION INCLUDING JURISDICTION, COMMUNITY, NEIGHBORHOOD, CORRIDORS, AND INTERSECTIONS)

Project Description

[PROJECT TYPE (DESIGN AND/OR CONSTRUCTION, MASTER PLAN, ETC.), TYPES OF IMPROVEMENTS/RECOMMENDATIONS, PROJECT GOALS]

(INSERT SCOPE, SCHEDULE AND APPROVED PROJECT BUDGET)

TransNet MPO ID NO. _____

ATTACHMENT B



BOARD POLICY NO. **035**

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

This Policy applies to all grant programs administered through SANDAG, whether from *TransNet* or another source, including but not limited to the Smart Growth Incentive Program, Environmental Mitigation Program, Bike and Pedestrian Program, Senior Mini Grant Program, Federal Transit Administration grant programs, and Active Transportation Grant Program.

Nothing in this Policy is intended to supersede federal or state grant rules, regulations, statutes, or contract documents that conflict with the requirements in this Policy. There are never enough government grant funds to pay for all of the projects worthy of funding in the San Diego region. For this reason, SANDAG awards grant funds on a competitive basis that takes the grantees' ability to perform their proposed project on a timely basis into account. SANDAG intends to hold grantees accountable to the project schedules they have proposed in order to ensure fairness in the competitive process and encourage grantees to get their projects implemented quickly so that the public can benefit from the project deliverables as soon as possible.

Procedures

1. Project Milestone and Completion Deadlines

1.1. When signing a grant agreement for a competitive program funded and/or administered by SANDAG, grant recipients must agree to the project delivery objectives and schedules in the agreement. In addition, a grantee's proposal must contain a schedule that falls within the following deadlines. Failure to meet the deadlines below may result in revocation of all grant funds not already expended. The final invoice for capital, planning, or operations grants must be submitted prior to the applicable deadline.

1.1.1. Funding for Capital Projects. If the grant will fund a capital project, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary construction contract must be awarded within two years following execution of the grant agreement, and construction must be completed within eighteen months following award of the construction contract. Completion of construction for purposes of this policy shall be when the prime construction contractor is relieved from its maintenance responsibilities. If no construction contract award is necessary, the construction project must be complete within eighteen months following execution of the grant agreement.

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary consultant contract must be awarded within one year following execution of the grant agreement, and the planning project must be

complete within two years following award of the consultant contract. Completion of planning for purposes of this policy shall be when grantee approves the final planning project deliverable. If no consultant contract award is necessary, the planning project must be complete within two years of execution of the grant agreement.

1.1.3 Funding for Operations Grants. If the grant will fund operations, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary services contract for operations must be awarded within one year following execution of the grant agreement, and the operations must commence within six months following award of the operations contract. If no services contract for operations is necessary, the operations project must commence within one year of execution of the grant agreement.

1.1.4 Funding for Equipment or Vehicles Grants. If the grant will fund equipment or vehicles, the project must be completed according to the schedule provided in the grant agreement, but at the latest, any necessary purchase contracts for equipment or vehicles must be awarded within one year following execution of the grant agreement, and use of the equipment or vehicles for the benefit of the public must commence within six months following award of the purchase contract.

2. Project Milestone and Completion Deadline Extensions

2.1. Schedules within grant agreements may include project scopes and schedules that will identify interim milestones in addition to those described in Section 1 of this Policy. Grant recipients may receive extensions on their project schedules of up to six months for good cause. Extensions of up to six months aggregate that would not cause the project to miss a completion deadline in Section 1 may be approved by the SANDAG Executive Director. Extensions beyond six months aggregate or that would cause the project to miss a completion deadline in Section 1 must be approved by the Policy Advisory Committee that has been delegated the necessary authority by the Board. For an extension to be granted under this Section 2, the following conditions must be met:

2.1.1. For extension requests of up to six months, the grantee must request the extension in writing to the SANDAG Program Manager at least two weeks prior to the earliest project schedule milestone deadline for which an extension is being requested. The Executive Director or designee will determine whether the extension should be granted. The Executive Director's action will be reported out to the Board in following month's report of delegated actions.

2.1.2. A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes.

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

2.1.4. Extension requests that are rejected by the Policy Advisory Committee will result in termination of the grant agreement and obligation by the grantee to return to SANDAG any unexpended funds within 30 days. Unexpended funds are funds for project costs not incurred prior to rejection of the extension request by the Policy Advisory Committee.

3. Project Delays and Extensions in Excess of Six Months

3.1. Requests for extensions in excess of six months, or that will cause a project to miss a completion deadline in Section 1 (including those projects that were already granted extensions by the Executive Director and are again falling behind schedule), will be considered by the Policy Advisory Committee upon request to the SANDAG Program Manager.

3.2 A grantee seeking an extension must document previous efforts undertaken to maintain the project schedule, explain the reasons for the delay, explain why the delay is unavoidable, and demonstrate an ability to succeed in the extended time frame the grantee proposes. The grantee must provide the necessary information to SANDAG staff to place in a report to the Policy Advisory Committee. If sufficient time is available, and the grant utilized *TransNet* funds, the request will first be taken to the Independent Taxpayer Advisory Committee (ITOC) for a recommendation. The grantee should make a representative available at the meeting to present the information to, and/or answer questions from, the ITOC and Policy Advisory Committee.

3.3 The Policy Advisory Committee will only grant an extension under this Section 3 for extenuating circumstances that the grantee could not have reasonably foreseen.

4. Resolution and Execution of the Grant Agreement

4.1 Two weeks prior to the review by the Policy Advisory Committee of the proposed grants, prospective grantees must submit a resolution from their authorized governing body that includes the provisions in this Subsection 4.1. Failure to provide a resolution that meets the requirements in this Subsection 4.1 will result in rejection of the application and the application will be dropped from consideration with funding going to the next project as scored by the evaluation committee. In order to assist grantees in meeting this resolution deadline, when SANDAG issues the call for projects it will allow at least 90 days for grant application submission.

4.1.1 Grantee governing body commits to providing the amount of matching funds set forth in the grant application.

4.1.2 Grantee governing body authorizes staff to accept the grant funding and execute a grant agreement if an award is made by SANDAG.

4.2 Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

5.1. Grant funds made available as a result of the procedures in this Policy may be awarded to the next project on the recommended project priority list from the most recent project selection process, or may be added to the funds available for the next project funding cycle, at the responsible Policy Advisory Committee's discretion. Any project that loses funding due to failure to meet the deadlines specified in this Policy may be resubmitted to compete for funding in a future call for grant applications.

Adopted: January 2010

Amended: November 2014

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ATTACHMENT C

PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

Capital Grants

1. Contact Information: Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

2. Baseline Data Collection: Prior to the construction of grant-funded improvements, the Grantee is responsible for developing a baseline data collection plan with SANDAG to gather information on pedestrian and bicyclist activity. At a minimum, data should be collected for observed bicycle and pedestrian volumes, behavior, and attitudes in the project area. Once the data collection plan is approved by SANDAG staff, the Grantee is responsible for carrying out the plan and returning collected data to SANDAG as a deliverable. Standardized forms required for data collection will be provided by SANDAG.

Grantees are encouraged to use the National Bicycle and Pedestrian Documentation Project methodology and plan for the following:

- Conduct counts prior to project construction, during National Documentation Days in the second week of September. Supplementary counts and surveys can be conducted during January, May, and July to provide seasonal data, if desired.
- Conduct counts for two hours, at peak times relative to the facility. For example, facilities attracting utilitarian trips should be counted on a Tuesday, Wednesday, or Thursday from 5 to 7 p.m., whereas facilities attracting recreational trips should be counted on a Saturday, from 9 to 11a.m.

In the case that the above timeframes are deemed infeasible due to the project schedule, the Grantee and SANDAG will collaborate on an alternative data collection methodology and procedure.

A subset of Grantees may be selected for in-depth evaluation by SANDAG, in which case, SANDAG will conduct the data collection effort with required participation from Grantee staff. Such in-depth evaluation conducted by SANDAG will take place solely for the purpose of SANDAG Active Transportation data collection and monitoring efforts, and will not impact Grantees' budgets.

Grantees should plan to budget five thousand dollars (\$5,000) for data collection. For questions or assistance with data collection, contact Christine Eary at Christine.Eary@sandag.org, or (619) 699-6928.

3. Design Development and Community Meetings: Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all design development and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

4. Plan Review: Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:

- Whether they are consistent with the Project proposed in the original grant application, and
- Consistency with accepted pedestrian/bicycle facility and smart growth design standards.

5. Quarterly Reports and Invoices: Grantee must submit quarterly reports and invoices to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Furthermore, the Grantee agrees to provide project milestone information (such as presentations to community groups, other agencies, and elected officials, ground-breakings, and ribbon-cuttings) to support media and communications efforts.

6. Media and Community Outreach Coordination: Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the grantee agrees to provide project milestone information to support media and communications efforts.

7. Photo Documentation: Grantees are responsible for the following photo documentation:

- Before and after photos, which should be taken from similar angles to showcase how a particular area has been transformed over time.
- Project milestone photos (such as ground-breakings and ribbon-cuttings).
- Photos taken throughout construction phases and throughout the length of the project.

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

8. Project Signage: Each project or program in excess of \$250,000 funded in whole or in part by revenues from the *TransNet* Extension Ordinance shall be clearly designated during its construction or implementation as being provided by such revenues. SANDAG will provide sign specifications. Grantee agrees to follow sign specifications and submit proof files to SANDAG for approval before printing.

9. Performance Monitoring: SANDAG staff may measure performance of the constructed capital improvements against stated project objectives, and evaluate the overall grant program. Grantee is expected to meet with SANDAG staff to identify relevant performance measures and data sources, and provide available data and feedback regarding the program as appropriate.

Planning and Non-Capital Grants

1. Contact Information. Grantee must provide SANDAG with contact information for the project manager. Grantee must provide SANDAG with updated contact information in a timely manner if there are any changes to staff assigned.

2. Request for Proposals and Consultant Selection. Upon request by SANDAG, Grantee must submit consultant draft Request for Proposals to SANDAG staff for review and comment for consistency with the agreed upon Scope of Work with SANDAG (Attachment A).

3. Quarterly Reports. Grantee must submit quarterly reports to SANDAG, detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule.

4. Stakeholder and Community Meetings. Grantee must provide SANDAG with advance notice (preferably within two weeks) and agendas of all stakeholder and community meetings, and a meeting summary following the meeting. SANDAG staff may attend any meetings as appropriate.

5. Media and Community Outreach Coordination. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral. Furthermore, the Grantee agrees to provide project milestone information to support media and communications efforts.

6. Photo Documentation. Grantees are responsible for the following photo documentation:

- Existing conditions photos, which should illustrate the current conditions of the project site and demonstrate the need for improved facilities
- Project milestone photos (such as workshops, presentations to community groups, other agencies, and elected officials)

Photos should be high resolution (at least 4 inches by 6 inches with a minimum of 300 pixels per inch) and contain captions with project descriptions, dates, locations, and the names of those featured, if appropriate.

**ATTACHMENT D
QUARTERLY REPORT AND INVOICE FORMS**

***TransNet Smart Growth Incentive Program and
TransNet/TDA Active Transportation Grant Program
Quarterly Report***

Report Submittal Date: [Insert]

Reporting Period: [Insert - Example: FY 2014, Quarter 1]

PART 1: DESCRIPTION OF ACTIVITY FOR REPORTING PERIOD

1. Work Accomplished This Reporting Period

[INSTRUCTIONS: Replace this text with a detailed description of work completed and underway during the reporting period. In a bullet format, reference specific tasks.]

Example:

- Task 1 - Award Consultant Contract: Issued RFP and convened a selection panel of 5 members from the City, MTS, NTCD, and SANDAG to shortlist 3 of 9 firms. The panel interviewed the 3 firms and selected XYZ Group for this project. The City Council approved the consultant contract with XYZ Group on January 1, 2014. City staff held a kick-off meeting on January 10, 2014.
- Task 2 – Public Outreach: City staff and XYZ Group began organizing the first workshop for this project. The anticipated date of the first workshop will be in the February/March 2014 timeframe.
- Task 3 – Etc.
- Task 4 – Etc.

2. Deliverables Produced This Reporting Period

[INSTRUCTIONS: Summarize the deliverables produced during this period and indicate the date submitted to SANDAG. Deliverables can be submitted as an attachment to this report. See Item 5 for more details.]

Example:

- Final RFP – Submitted in December 2014.
- Approved Consultant Contract and Kick-Off Meeting Notes – Submitted with this report. Please see accompanying list of attachments.

3. Is there an accompanying invoice for this period?

[INSTRUCTIONS: Indicate YES or NO.]

4. Work Anticipated for the Next Reporting Period

[INSTRUCTIONS: Replace this text with a brief description of work anticipated for the next reporting period. Also note any upcoming meetings or workshops.]

5. List of Attachments

[INSTRUCTIONS: List any deliverables or invoice documents attached to this report. Attachments over 6MB should be sent via WeTransfer.]

WeTransfer Link: <https://sandag.wetransfer.com/>

Example:

- Attachment 1: Consultant Contract
- Attachment 2: Kick-Off Meeting Notes
- Attachment 3: Invoice Spreadsheet
- Attachment 4: Invoice Documentation

PART 2: SCHEDULE AND TASK STATUS

| Task | Scheduled Start Date <i>(Per Grant Scope of Work)</i> | Scheduled Completion Date <i>(Per Grant Scope of Work)</i> | Status | Timing | Anticipated Start Date <i>(If Different from Grant Scope of Work)</i> | Anticipated Completion <i>(If Different from Grant Scope of Work)</i> |
|---|--|---|---|--------------------------|--|--|
| NTP Date | | | | | | |
| Task 1 | [mm/dd/yy] | [mm/dd/yy] | [In Progress/ Completed/ Not Started] | [On Time/ Delayed] | [mm/dd/yy] | [mm/dd/yy] |
| Task 2: Policy No. 035 Milestone | [mm/dd/yy] | [mm/dd/yy] | [In Progress/ Completed/ Not Started] | [On Time/ Delayed] | [mm/dd/yy] | [mm/dd/yy] |
| Task 3: Policy No. 035 Milestone | [mm/dd/yy] | [mm/dd/yy] | [In Progress/ Completed/ Not Started] | [On Time/ Delayed] | [mm/dd/yy] | [mm/dd/yy] |

PART 3: CHALLENGES, SCHEDULE DELAYS, AND AMENDMENT REQUESTS

Challenges and Actions Toward Resolution (If applicable)

[INSTRUCTIONS: If you are experiencing challenges in completing project tasks, please provide information about the delay and actions taken to resolve issues. If an amendment is needed, provide justification and check the appropriate box below.]

No amendment requested at this time

Amendment requested to*:

Project Schedule

Project Budget

Scope of Work

**Failure to check a box in the above section assumes there is no action requested. Amendment requests are subject to SANDAG's approval. It is the Grantee's responsibility to ensure compliance with SANDAG Board Policy No. 035: Competitive Grant Program Procedures and grant agreement terms and conditions.*

PART 4: PROJECT STATUS REPORT SIGNATURE

Prepared by _____ Date: _____
Project Manager

INVOICE INSTRUCTIONS

Step 1: Complete the Quarterly Progress Report.

Reimbursements cannot be made without a completed Quarterly Progress Report.

Step 2: Gather Documentation for Staff Costs, Consultant/Contractor Costs, and Other Costs.

Provide SANDAG with a copy of any consultant and contractor agreements awarded through the grant.

Staff Costs should be supported by certified payroll documentation

Consultant costs should be supported by the consultant invoice AND a proof of payment. The proof of payment can be either a copy of the check provided to the consultant or printout from the project's financial accounting system showing that funds were disbursed.

Contractor costs should be supported by the contractor invoice, schedule of values, AND a proof of payment. The proof of payment can be either a copy of the check provided to the contractor or a printout from the project's financial accounting system showing that funds were disbursed.

Other costs should be supported by either an invoice from the vendor or a receipt AND must be accompanied by a proof of payment. The proof of payment can be either a copy of the check provided to the vendor or a printout from the project's financial accounting system showing that funds were disbursed.

Clearly identify (i.e., highlight or circle) all grant-related expenses on documents that include non-related costs.

Step 3: Complete the Expense Summary.

Summarize the total Staff Costs, Consultant/Contractor Costs, and Other Costs incurred during the reporting period.

Confirm that you have the adequate documentation.

Break down each cost by task. This will help with the next step to complete the invoice statement.

Double check and make sure all sub-totals have been calculated correctly.

Step 4: Complete the Invoice Statement.

Enter the costs for each task (calculated in Step 3) into the appropriate cells of the Invoice Statement. The SANDAG contribution, match contribution, and retention amounts should automatically calculate.

Enter previous costs by task into the appropriate cells of the spreadsheet. The remaining grant balance should automatically calculate.

Step 5: Submit Quarterly Progress Report, Invoice, and Supporting Documentation to SANDAG at:

sgatgrants@sandag.org

Sign and scan the completed Quarterly Progress Report. Submit it in PDF form.

Sign and scan the invoice statement. Submit it in PDF form.

Submit supporting documentation in PDF form.

Submit the completed Excel workbook.

Files in excess of 6MB should be submitted via:

<https://sandag.wetransfer.com>

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PART 1: STAFF COSTS

| Personnel | Time Period | Hours | Hourly Rate | Amount | Documentation Attached? |
|----------------|----------------------|-------|-------------|--------------------|-------------------------|
| Staff Person A | mm/dd/yy to mm/dd/yy | 10 | \$ | 100.00 \$ 1,000.00 | YES/NO |
| Staff Person B | mm/dd/yy to mm/dd/yy | 10 | \$ | 100.00 \$ 1,000.00 | YES/NO |
| Staff Person C | mm/dd/yy to mm/dd/yy | 10 | \$ | 100.00 \$ 1,000.00 | YES/NO |

[INSERT ADDITIONAL LINES AS NEEDED]

PART 2: CONSULTANT/CONTRACTOR COSTS

| Consultant/Contractor | Invoice No. | Invoice Date | Description of Costs | Amount | Documentation Attached? |
|---------------------------|-------------|--------------|--|--------------|-------------------------|
| Consultant XYZ | 1 | 1/1/2014 | Professional services for the month of January 2014 | \$ 10,000.00 | YES/NO |
| Consultant XYZ | 2 | 2/1/2014 | Professional services for the month of February 2014 | \$ 10,000.00 | YES/NO |
| Consultant XYZ | 3 | 3/1/2014 | Professional services for the month of March 2014 | \$ 10,000.00 | YES/NO |
| Outreach Organization ABC | 1 | 3/1/2014 | Outreach from January 2014 to March 2014 | \$ 10,000.00 | YES/NO |

[INSERT ADDITIONAL LINES AS NEEDED]

PART 3: OTHER COSTS

| Vendor | Invoice No. | Invoice Date | Description of Costs | Amount | Documentation Attached? |
|----------|-------------|--------------|--|-----------|-------------------------|
| Vendor A | 1 | 1/1/2014 | Printing costs for January 2014 | \$ 100.00 | YES/NO |
| Vendor B | 1 | 2/1/2014 | News Announcement for February 2014 Workshop | \$ 100.00 | YES/NO |
| Vendor C | 1 | 2/28/2014 | Snacks for February 2014 Workshop | \$ 100.00 | YES/NO |

[INSERT ADDITIONAL LINES AS NEEDED]

TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE

To: **SUCHI MUKHERJEE**
SANDAG
 401 B Street, Suite 800
 San Diego, CA 92101-4231

Project Name: [PROJECT NAME]
Contract Number: 500XXX

From: **Name**
Address

Grant Invoice Number: #
Billing Period: FROM TO
Invoice Date: DATE

Grant Award: \$0.00
Balance Remaining \$0.00

| TASK | Previous Balance | | | Current MM/DD/YYYY to MM/DD/YYYY | | | Total Expenses | SANDAG Total | Match Spent |
|------------------------------|--------------------|---------------|---------------|----------------------------------|--------------------------------|-------------|----------------|--------------|--------------|
| | Reimbursed to Date | Match to Date | Total to Date | Staff Costs | Consultant or Contractor Costs | Other Costs | This Invoice | This Invoice | This Invoice |
| 1 RFP | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2 Existing Conditions Report | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 3 Public Outreach | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 4 Draft Plan | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 5 Final Plan | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

| | |
|---------------------------------------|---------|
| Total Current Expenditures: | \$0.00 |
| Total Amount Due this Invoice: | \$0.00 |
| <i>Less 10% Retention:</i> | \$0.00 |
| Match % Met to Date: | #DIV/0! |

| Total Project Budget (Grant + Match) | |
|--------------------------------------|---------------|
| Task 1 | \$0.00 |
| Task 2 | \$0.00 |
| Task 3 | \$0.00 |
| Task 4 | \$0.00 |
| Task 5 | \$0.00 |
| TOTAL | \$0.00 |
| SANDAG Grant: | \$0.00 |
| Match: | \$0.00 |
| SANDAG Contribution % | #DIV/0! |
| Required Match % | #DIV/0! |

CERTIFICATION OF GRANTEE

I hereby certify that the above costs were incurred in performance of the work required under the grant and are consistent with the amounts evidenced by attached supporting documents and expenditures.

Signature

Printed Name and Title

Date

DRAFT

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER
MEETING DATE: APRIL 15, 2015
ORIGINATING DEPT.: CITY ADMINISTRATION AH
SUBJECT: APPROVAL OF CONTRACT WITH SOUTHWEST STRATEGIES, LLC, TO PROVIDE COUNSELING SERVICES TO THE CITY COUNCIL AND CONDUCT A CITY COUNCIL RETREAT

EXECUTIVE SUMMARY:

Southwest Strategies, LLC, was retained to provide counseling services to the City Council and to conduct a City Council retreat in February of 2015. The original agreement was to complete these assignments at a cost not to exceed \$25,000. The work has been completed and staff is seeking approval of the final agreement and payment in the amount of \$19,500.

RECOMMENDATION:

Approval of the final agreement with Southwest Strategies, LLC, for counseling services and performance of a City Council retreat, and approval of payment of \$19,500 for services rendered.

RATIONALE:

Southwest Strategies was selected to conduct interviews with members of the City Council and the management staff of the City, prepare strategies for being more efficient and effective in decision making, and to conduct a City Council retreat where the strategies and objectives could be reviewed and implemented.

OPTIONS:

- Approve the final agreement and payment
- Deny the request and provide alternate direction to the City Manager.

BACKGROUND:

Following the election and with the composition of a new City Council, it was determined that some institutional counseling and participation in a retreat would result in a more productive relationship amongst the City Council and in the interaction between the City Council and the management staff. Southwest Strategies, who has provided these types of services for several communities and other public agencies throughout San Diego County, was selected to provide the counseling services and conduct the City Council retreat.

ANALYSIS:

An effective working relationship between elected officials is critical to ensure decisions are made in the best interest of the community and in an efficient manner. Professional counseling and coaching from disinterested parties allows members of the City Council to express concerns and differences of opinions in a setting where they can be discussed openly leading to more cohesion and comradery within the governing body.

Southwest Strategies, a local firm with significant experience in working through similar issues in other communities and public agencies was asked to conduct individual interviews with each member of the City Council and each member of the management staff to identify common ground and areas of potential conflict. Following the interviews and man follow up discussions and coaching, Southwest Strategies organized and conducted a City Council retreat where members of the City Council were informed, in a non-combative manner, of the potential areas of conflict and given several methods to address the concerns and how the City Council could use the information to find ways to better serve the interest of the residents.

A copy of a majority of the information that was presented to the City Council is available for public review. The contents of the individual interviews and comments made in confidence are not appropriate for public review. Furthermore, a final report is being prepared by Southwest Strategies and will be presented to the City Council in a public meeting.

ENVIRONMENTAL DETERMINATION:

These actions are not subject to the provisions of the California Environmental Quality Act.

FISCAL IMPACT:

The services provided by Southwest Strategies are available in the General Fund without the need for a budget amendment.

ATTACHMENTS:

1. Professional Services Agreement with Southwest Strategies

**AGREEMENT FOR PUBLIC AGENCY LEADERSHIP CONSULTING SERVICES
SOUTHWEST STRATEGIES, LLC**

THIS AGREEMENT is made and entered into as of the 27th day of January, 2015, by and between the CITY OF IMPERIAL BEACH, a municipal corporation, ("City"), and SOUTHWEST STRATEGIES LLC ("Contractor").

RECITALS

- A. City requires the professional services in public agency leadership consulting that is experienced in building effective board and executive staff operations.
- B. Contractor has the necessary experience in providing professional services and advice related to executive training, team building and board and leadership development.
- C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of one year from the date first above written.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will not exceed twenty five thousand dollars (\$25,000); Contractor's will invoice the City at rates listed in Exhibit "A". No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or services specified in Exhibit "A".

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City- will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys' fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII".

10.1 Coverages and Limits.

Contractor will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

10.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

 
City's Initials Contractor's Initials

If box is checked, Professional Liability insurance requirement is waived

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain Insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Imperial Beach Business License for the term of the Agreement, as may be amended from time to time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City

Andy Hall, AICP
City Manager
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 423-8303

For Contractor

Alan Ziegus
Chairman
Southwest Strategies
6050 Santo Road, Ste. 270
San Diego, CA 92124
(858) 541-7800

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Imperial Beach Conflict of Interest Code. The Contractor shall report investments or interests in all four categories.

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus

obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon ten (10) days written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering fifteen (15) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that

Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 et

seq., the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTIONS AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement or any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

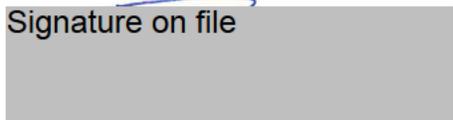
26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONSULTANT/CONSULTANT:
Southwest Strategies

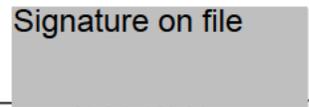
CITY OF IMPERIAL BEACH,
A municipal corporation

Signature on file



Alan Ziegaus, Chairman

Signature on file



Andy Hall, City Manager

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A

Chairman,
President,
or Vice-President

Group B

Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

Signature on file

Jennifer M. Lyon, City Attorney

February 17, 2015

Andy Hall
City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

Subject: Scope of Work

Dear Andy:

Thank you for meeting with Steve Alexander and me on January 15, 2015. It was a pleasure to discuss assisting the City of Imperial Beach. We look forward to working with you, the Council and other Imperial Beach leaders on this effort. Following up on our conversation, we are outlining here the scope of work modeled after what we've done/are doing with other cities and their leadership.

The below outlines our recitals, work scope and compensation, which is standard language other cities have used:

1. Recitals

- a. City requires professional services in public agency leadership consulting that is experienced in building effective board and executive staff operations.
- b. Contractor has the necessary experience in providing professional services and advice related to executive training, team building and board and leadership development.
- c. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

2. Scope of Work

a. Commissioner and Executive Staff Interviews

This module includes the design and development of an appropriate interview questionnaire for assessing individual councilmembers and executive staff views, values, perspectives and experiences that will provide the consultant with key insights about individual councilmembers, the council as a whole, individual executive staff and the executive staff as a whole, and the aspirations each brings to, and challenges inherent in, their current work with the City.

Interview questionnaires will be designed in conjunction with a planning team member(s) (TBD) and based on prior, similar questionnaires developed by the

consultant for other agencies. Interviews will be confidential, conducted face-to-face and be reported in the aggregate unless individual respondents provide input they would like shared with others as part of the report. The consultant has extensive experience in designing and conducting interviews with public agency and various municipal elected/appointed officials and staff. Design of the process will be done to ensure the maximum insights are gained from this critical component of the project. Interview questionnaire design, scheduling and conducting interviews, coordination and related logistics, consultation with staff, planning team, etc. assumes approximately 10 interviews.

b. Pre-session Report and Interview Highlights

This module establishes a critical foundation for the training and team-building session. The confidential views, values, perspectives, aspirations, challenges, key issues and insights on what is currently working, what needs improvement, etc. will be gathered from the interviews and reflected in the report, including interview highlights, observations and recommendations from the consultant's perspective. Should an environmental scan (of key community members) be conducted, the report would include those insights, perspectives and critique as well. The report would be presented as part of the training and team-building session and be integrated throughout the retreat activities. It can also be used by the council and staff as reference for future work.

c. Training and Team-building Session

A training and team-building session would be custom-designed based upon the results of the interviews, in conjunction with the planning team, application of other similar agency experiences and with collaboration and direction from the consultant. The format would include: 1) integration of the interview highlights report, 2) training and best practices from similar organizations and other council/leadership resources, 3) highly interactive discussion and dialogue, 4) exercises and activities that focus on building collaborative problem-solving and decision-making models, 5) real-world scenarios to test learning and application of skills, 6) expertise in effective governance and council design, 7) pre-session reading materials on board and leadership governance, board/staff roles and relationships and 8) other principles for effective board, staff and public agency achievement.

Focus would include: 1) actual observation and skill-building on behaviors that lead to high-impact, high-gain outcomes for decision-making bodies and support staff, 2) good governance principles and practice, 3) effective leadership models, and 4) other focus areas that achieve the objectives outlined above and that reflect the needs identified in

the interviews and questionnaire results. A key element for the training would be the use of "The Source: Twelve Principles of Governance that Power Exceptional Boards." Key, high-energy, relevant group exercises will be integrated into the session to ensure councilmembers and staff are engaged, challenged and valued throughout the session. Outcomes from this session might include, for example, adoption of rules of engagement/principles of participation for councilmembers and staff, council and staff protocols and best practices and other tools that would help the councilmembers, executive team and agency achieve its goals and adopt best practices for agencies that serve for the public benefit. A report and summary of session results will be developed for reference and continued use by the council, executive team and the organization.

3. Compensation

The total fee payable for the services to be performed during the initial agreement term will not exceed twenty-five thousand dollars (\$25,000). Hourly rates for staff assigned to this project would be as follows:

| | |
|---|-------|
| Principals Alan Ziegaus and Steve Alexander | \$300 |
| Senior Account Executive Ashley Johnson | \$200 |
| Account Executive Lidiya Kravchuk | \$175 |
| Administrative Support Staff | \$ 55 |

No other compensation for the services will be allowed except for items covered by subsequent amendments to this Agreement.

4. Summary

In closing, we thank you for this opportunity to work with you, the Council and staff and the city of Imperial Beach. Our team is excited about the opportunity to help you as you move forward to meet the needs of your citizens!

Sincerely,

Signature on file

Signature on file

Alan Ziegaus
Chairman, Southwest Strategies

Steve Alexander
President, the Steve Alexander Group



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 15, 2015

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT *EWTF*

SUBJECT: REPORT: CONSIDERATION OF AUTHORIZING THE OCEAN PROTECTION COUNCIL TO PROCESS A CONSOLIDATED COASTAL DEVELOPMENT PERMIT WITH THE CALIFORNIA COASTAL COMMISSION FOR A STATEWIDE SIGNAGE PROJECT THAT WOULD INSTALL INTERPRETIVE AND REGULATORY SIGNS AT THE END OF SOUTH SEACOAST DRIVE, THE TIJUANA RIVER MOUTH, AND AT MONUMENT MESA/FRIENDSHIP PARK. MF 1181.

EXECUTIVE SUMMARY:

Staff is recommending that the City Council authorize the Ocean Protection Council to process a consolidated Coastal Development Permit with the California Coastal Commission for a statewide signage project that would install interpretive and regulatory signs for Marine Protected Areas throughout the California coastal zone. Authorization of a consolidated Coastal Development Permit would allow the California Coastal Commission to serve as the permitting agency for the Coastal Development Permit required to implement the proposed project in the City of Imperial Beach. The project proposes to install three signs within the City of Imperial Beach; one at the end of south Seacoast Drive, one on a trail near the Tijuana River Mouth, and one at Monument Mesa/Friendship Park.

RECOMMENDATION:

That the City Council authorize the Ocean Protection Council (OPC) to process a consolidated Coastal Development Permit with the California Coastal Commission for interpretive and regulatory signs to be placed at the end of south Seacoast Drive, the Tijuana River Mouth, and at Monument Mesa/Friendship Park, which would allow the California Coastal Commission to serve as the permitting agency for the Coastal Development Permit required to implement the proposed project in the City of Imperial Beach.

RATIONALE:

Authorizing the Ocean Protection Council to process a consolidated Coastal Development Permit with the California Coastal Commission would allow for a more streamlined permitting process for the statewide signage project. The project should benefit the City of Imperial Beach

by providing educational and interpretive signs that would increase public awareness of the statewide network of Marine Protected Areas, such as the Tijuana Sloughs National Wildlife Refuge and Border Field State Park.

OPTIONS:

In addition to receiving this report and adopting staff's recommendation, the City Council can:

- Deny the Ocean Protection Council's request to process a consolidated Coastal Development Permit for interpretive and regulatory signs to be placed at the end of south Seacoast Drive, the Tijuana River Mouth, and Monument Mesa/Friendship Park; or
- Continue the report to a specific future meeting to allow staff to provide additional information upon which a decision can be rendered.

BACKGROUND:

The Ocean Protection Council of the California Natural Resources Agency has recently submitted a permit to the California Coastal Commission for a statewide signage project to install 201 interpretive and regulatory signs throughout the California coastal zone. A representative of the OPC has stated that the project is a crucial aspect of California's management strategy to ensure a healthy, productive, and resilient ocean ecosystem. In addition, the project is supported by the Department of Fish and Wildlife and is intended to increase public awareness of the statewide network of Marine Protected Areas. The OPC has informed City staff that a portion of the statewide project proposes three new signs identifying the Tijuana River Mouth State Marine Conservation Area at the following locations within the City of Imperial Beach:

- Interpretive Sign on a new single post near a parking area at the end of Seacoast Drive that will display information related to the Tijuana Sloughs National Wildlife Refuge.
- Interpretive Sign on a new single post in a parking lot at Monument Mesa/Friendship Park that will display information related to Border Field State Park.
- Regulatory Sign ("You Are Here") at a trailhead/along trail on an existing post or fence near the Tijuana River Mouth.

The specific location of each sign would be adjusted as necessary to meet the requirements of the Coastal Development Permit so that they are placed in a developed area with no disturbance to vegetation or habitat. The proposed project requires Coastal Development Permits from the Coastal Commission and from the City of Imperial Beach, among other local governments. Section 30601.3 of the California Coastal Act allows for consolidation of Coastal Development Permitting requirements with the Coastal Commission if the applicant, local government, and Coastal Commission agree to such consolidation. In order to simplify and expedite the permitting process for these signs, the OPC is requesting that the City of Imperial Beach authorize the Coastal Commission to review the signs within the City's local coastal plan and serve as the permitting agency for the Coastal Development Permit as part of the consolidated permit approach identified in Section 30601.3 of the California Coastal Act. It should be noted that if a consolidated Coastal Development Permit application is authorized, the contractor for the project (California Marine Sanctuary Foundation) would still be required to obtain any other necessary permits from the City for the signage (i.e. encroachment permit).

ANALYSIS:

The proposed interpretive signs generally measure 18" x 30" and regulatory signs ("You Are Here") measure approximately 12" x 18", though the final dimensions are determined on how the sign is mounted. Wall/fence mounted signs would be the same size as the sign face; and pole-mounted signs would locate on posts that are installed no deeper than 24" in depth with a maximum width of 4" x 4" posts. The signs would be printed on a single side and would be solid composite phenolic panels with fire retardant and graffiti proof properties, and would also have an acrylic overlay with an ultraviolet inhibitor. No lights would be used to illuminate signs.

The signs would be installed in developed or previously disturbed areas and would be installed to meet American with Disabilities Act Accessibility Requirements. Final installation of the signs may be adjusted to prevent impacts to native vegetation at trail heads and places where vegetation may be present. There would be no impacts to special status species or archaeological sites as those habitats and areas would be avoided during final sign placement and installation.

The below images represent the templates used for the signs for the proposed project (note that the content for the interpretive and regulatory "You Are Here signs" would be specific to the local Marine Protected Area; i.e. Tijuana Sloughs National Wildlife Refuge and Border Field State Park):

Regulatory Signs (from left to right: You Are Here, Installed on Existing Post)



Interpretive Signs (from top to bottom: Interpretive Panel, Existing Structure-Mounted Panel)

Conserving California's Coastal Treasures

MPA Regulations

- Montara State Marine Reserve (SMR)**
Takeoff of living marine resources is prohibited.
- Pillar Point State Marine Conservation Area (SMCA)**
Takeoff of living marine resources is prohibited except for recreational take of pelagic finfish by trolling. Dumping is only by top and hold by hand and 4 ft net. Commercial take of pelagic finfish is prohibited. Fishing gear is void. Set gones only by top and must be pulled up and haul out a vessel.

*As defined by California Department of Fish and Game

Marine Protected Areas Safeguard Our Ocean's Bounty

A statewide network of Marine Protected Areas (MPAs) safeguards California's rich coastal resources. Montara State Marine Reserve is known nationally for its tidepools, kelp beds, rocky reefs and pinnacles. Scientists consider this to be one of the most biodiverse marine ecosystems in the state. These tidepools are home to numerous species of seaweed, sea stars, anemones and other tidepool creatures. Offshore kelp beds and rocky reefs harbor hundreds of species of fishes, invertebrates and marine mammals.

California leads the nation and the world with its network of MPAs.

These MPAs—

- Have varying levels of protection
- Conserve marine habitats and diversity
- Allow marine life to thrive
- Make great places for education, research, and fun

MPAs - Good for the Ocean, Good for You!

A colony of harbor seals makes its home here. Look for them basking in the sun and foraging for food out of view.

Cranes in tidepools adapt to ever-changing tides. Pools like these are undisturbed.

The Pillar Point and Montara MPAs are kelp forest reefs.

Seabirds can benefit from MPAs, feeding and resting on protected rocks and ledges.

To report violations call 1-833-DFG-CALTIP
Visit www.dfg.ca.gov/mba for detailed maps and regulations.



General Plan Consistency:

Sign regulations are provided to encourage the effective use of signs as a means of communication in the City; to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effects of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations (IBMC Chapter 19.52). Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public and community event information, and direct or regulate pedestrian or vehicular traffic are allowed within the public right-of-way (IBMC Section 19.52.190). The proposed signs meet the purpose and intent of the signage regulations because the signs would provide information to the public.

| SIGNAGE STANDARDS | PROVIDED/PROPOSED |
|---|---|
| <p>No signs shall be allowed in the public right-of-way, except for the following:</p> <p>A. Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public and community event information, and direct or regulate pedestrian or vehicular traffic.</p> <p>B. Bus stop signs erected by a public transit company;</p> <p>C. Informational signs of a public utility regarding its poles, lines, pipes, or facilities; and</p> <p>D. Awnings, canopies, marquees, projecting, and suspended signs projecting over a public right-of-way in conformity with the Conditions of Tables "A" and "B" of this code, and with the issuance of an encroachment permit.</p> <p>E. Emergency warning signs erected by a governmental agency, a public utility, or a contractor doing authorized work within a public right-of-way. (Ord. 94-884) (Section 19.27.020(A)(5)).</p> | <p>The Ocean Protection Council is requesting to process a consolidated Coastal Development Permit for signs that would locate within park land and the public right-of-way. The signs would be erected to benefit the public and identify public property.</p> |

ENVIRONMENTAL IMPACT:

The applicant would need to comply with the requirements of the California Environmental Quality Act (CEQA).

COASTAL JURISDICTION:

The signs would locate in the Appeal Jurisdiction of the California Coastal Commission and the Original State Permit Jurisdiction as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map. Section 30601.3 of the California Coastal Act allows for consolidation of Coastal Development Permitting requirements with the Coastal Commission under these circumstances if the applicant, local government, and Coastal Commission agree to such consolidation. Authorization of a consolidated Coastal Development Permit would allow the California Coastal Commission to serve as the permitting agency for the Coastal Development Permit required to implement the proposed project in the City of Imperial Beach.

FISCAL IMPACT:

There would be no fiscal impact to the City.

Attachments:

1. Resolution 2015-7571
 2. Map of Proposed Locations
 3. Signage Samples
 4. Correspondence with Ocean Protection Council
- c: file MF 1181

RESOLUTION NO. 2015-7571

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE OCEAN PROTECTION COUNCIL TO PROCESS A CONSOLIDATED COASTAL DEVELOPMENT PERMIT WITH THE CALIFORNIA COASTAL COMMISSION FOR A STATEWIDE SIGNAGE PROJECT THAT WOULD INSTALL INTERPRETIVE AND REGULATORY SIGNS AT THE END OF SOUTH SEACOAST DRIVE, THE TIJUANA RIVER MOUTH, AND AT MONUMENT MESA/FRIENDSHIP PARK. MF 1181.

WHEREAS, on April 15, 2015, the City Council of the City of Imperial Beach held a duly advertised public meeting to consider authorizing the Ocean Protection Council to process a consolidated Coastal Development Permit with the California Coastal Commission for a statewide signage project that would install 201 interpretive and regulatory signs for Marine Protected Areas throughout the California coastal zone; and

WHEREAS, the project proposes to install three signs within the City of Imperial Beach; one at the end of south Seacoast Drive, one on a trail near the Tijuana River Mouth, and one at Monument Mesa/Friendship Park; and

WHEREAS, the proposed project requires Coastal Development Permits from the Coastal Commission and from the City of Imperial Beach, among other local governments; and

WHEREAS, Section 30601.3 of the California Coastal Act allows for consolidation of Coastal Development Permitting requirements with the Coastal Commission if the applicant, local government, and Coastal Commission agree to such consolidation; and

WHEREAS, a consolidated Coastal Development Permit would allow the California Coastal Commission to serve as the permitting agency for the Coastal Development Permit required to implement the proposed project in the City of Imperial Beach; and

WHEREAS, the contractor for the project (California Marine Sanctuary Foundation) would be required to obtain any other necessary permits from the City of Imperial Beach that may be required for the signage; and

WHEREAS, the City Council finds that authorizing the consolidated Coastal Development Permit would allow for a more streamlined permitting process for the statewide signage project that would benefit the City of Imperial Beach by providing educational and interpretive signs that would increase public awareness of the statewide network of Marine Protected Areas, such as the Tijuana Sloughs National Wildlife Refuge and Border Field State Park.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Imperial Beach authorizes the processing of a consolidated Coastal Development Permit with the California Coastal Commission for a statewide signage project that would install interpretive and regulatory signs for Marine Protected Areas throughout the California coastal zone and would install three signs within the City of Imperial Beach that would locate at the end of south Seacoast Drive, the Tijuana River Mouth, and at Monument Mesa/Friendship Park.

Appeal Process under the California Code of Civil Procedure (CCP): The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

PROTEST PROVISION: The 90-day period in which any party may file a protest, pursuant to Government Code Section 66020, of the fees, dedications or exactions imposed on this development project begins on the date of the final decision.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of April, 2015, by the following vote:

| | |
|----------------|------------------------|
| AYES: | COUNCILMEMBERS: |
| NOES: | COUNCILMEMBERS: |
| ABSENT: | COUNCILMEMBERS: |

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

Interpretive Sign



Regulatory Sign

Interpretive Sign



Information Regarding Statewide Signage Project

- Sign sizes
 - o Interpretive signs are generally 18" x 30"
 - Exception: signs around SF Bay are 36" x 24"
 - Exception: 2 signs (one each at Ventura Harbor and Avalon Harbor) are 55" x 46"
 - o Regulatory signs (You Are Here, No Fishing or Collecting) are 12" x 18"
- All signs are printed on a single side
- Final dimensions of installed signs depends on how they are mounted
 - o Wall/fence mounted: same as sign face
 - o Pole-mounted: varies; Posts will not be installed no deeper than 24" depth, and maximum width of posts will be 4" x 4"
- Signs are solid composite phenolic panels with fire retardant and graffiti proof properties and acrylic overlay with UV inhibitor
- No lights will be used to illuminate signs

Note re: Installation Location

- All signs will be installed in developed or previously disturbed areas.
- Interpretive signs will be installed to meet American with Disabilities Act Accessibility Requirements where possible.
- At trail heads and places where vegetation may be present final installation of the sign will be adjusted to prevent impacts to native vegetation. There will be no impacts to special status species or archaeological sites as those habitats and areas will be avoided during final sign placement and installation.

Signage Examples

The images below are representatives of the templates used for the signs in this project. For the interpretive and You Are Here signs, content will be specific to the local MPAs.

Regulatory Signs (from left to right: No Fishing or Collecting, You Are Here, Installed on Existing Post)



From: Ivens-Duran, Morgan@CNRA <Morgan.Ivens-Duran@resources.ca.gov>
Sent: Tuesday, February 03, 2015 9:04 AM
To: Tyler Foltz
Subject: Signage within City of Imperial Beach LCP

Dear Tyler Foltz,

I work for the Ocean Protection Council of the California Natural Resources Agency. I am contacting you because we recently submitted a permit to the California Coastal Commission for a statewide signage project that is now under review.

This project is supported by the Department of Fish and Wildlife and will increase public awareness of the statewide network of Marine Protected Areas. These areas, which took effect between 2007 and 2012, are a crucial aspect of California's management strategy to ensure healthy, productive, and resilient ocean ecosystems for generations to come. Your area has been identified as a priority for new MPA signage.

I would like to discuss the following signs that fall under the jurisdiction of your LCP:

- Interpretive Sign, at parking lot on new single post, located at 32.566598 N, 117.132372 W
- Interpretive Sign, at parking lot on new single post, located at 32.535192 N, 117.122044 W
- Regulatory Sign, at trailhead/along trail on existing post/fence, located at 32.566598 N, 117.132372 W

Our contractor, the California Marine Sanctuary Foundation, has received approval from the local landowner(s) and any associated local permitting that is required. The Ocean Protection Council has a consolidated permit pending at the California Coastal Commission [permit #]. We would like to receive your written authorization allowing the Coastal Commission to review the signs within your LCP as part of the consolidated permit approach identified in Section 30601.3 of the California Coastal Act.

I will be calling you during the coming weeks to discuss this further. If you have pressing concerns or questions, please feel free to contact me before then.

Thank you for your consideration,

Morgan Ivens-Duran
Sea Grant Fellow
California Ocean Protection Council
Morgan.Ivens-Duran@resources.ca.gov
916-653-6598

Natural Resources Agency
1419 Ninth St., Suite 1311
Sacramento, CA 95814
<http://www.opc.ca.gov>

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 15, 2015
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT
SUBJECT: REPORTS: CONSIDERATION OF RESOLUTION NO. 2015-7570 AUTHORIZING THE FILING OF A BUILDING REGIONAL RESILIENCE GRANT (MF 1025)

EXECUTIVE SUMMARY:

The Steering Committee of the Imperial Beach Sea Level Rise Study identified some data and knowledge gaps that could be closed with a \$70,000 Building Regional Resilience grant from the San Diego Foundation and the San Diego Regional Climate Collaborative. The City Council is requested to authorize the submittal of the grant proposal which is due on April 20, 2015 by adoption of Resolution No. 2015-7570.

RECOMMENDATION:

That the City Council adopt Resolution No. 2015-7570 that authorizes staff to submit a \$70,000 Building Regional Resilience grant proposal to the San Diego Foundation and the San Diego Regional Climate Collaborative to augment the current sea level rise (SLR) study that is underway.

RATIONALE:

The City of Imperial Beach was awarded a \$300,000 Climate Ready grant by the State Coastal Conservancy (SCC) in 2014 to conduct a vulnerability assessment and develop adaptation strategies to address the effects that SLR could have on coastal resources along the Pacific Ocean shoreline of Imperial Beach. Of the grant amount, \$57,000 was set aside for a consultant to assist the City with the study. The additional grant would provide funding for data and knowledge gaps identified by the SLR study Steering Committee and the proposal would include as its objectives: filling data and knowledge gaps in the current study, educate citizens and elected officials on the subject of climate change, and provide initial economic damage assessment to support adaptation planning.

OPTIONS:

Option 1: Authorize submittal of the Building Regional Resilience grant proposal

If this is the City Council's direction, then the City Council is requested to adopt Resolution No. 2015-7570. Attached is the draft grant proposal. It is anticipated that wordsmithing and minor refinements may be necessary to the proposal so that the tasks and budget amounts will be consistent with grant guidelines.

Option 2: Do not authorize submittal of the Building Regional Resilience grant proposal

If this is the City Council's direction, then no action is needed by the City Council.

Option 3: Modify the Building Regional Resilience grant proposal

If the City Council desires to change the tasks, scope of work, budget or other aspects of the grant proposal, the City Council is requested to provide specific direction to staff on these items.

BACKGROUND/ DISCUSSION:

On August 7, 2013, the Imperial Beach City Council adopted Resolution No. 2013-7369 authorizing the submittal of the Climate Ready Sea Level Rise (SLR) grant application. On January 23, 2014 the City was awarded a \$300,000 Climate Ready grant (Grant Agreement 13-090) by the State Coastal Conservancy (SCC) to conduct a vulnerability assessment and develop adaptation strategies to address the effects that sea level rise could have on coastal resources along the Pacific Ocean shoreline of Imperial Beach. Of the grant amount, \$190,000 is dedicated to the Coastal Storm Modeling System (CoSMoS) 3.0 work that is being done by Dr. Patrick Barnard of the USGS in Santa Cruz. The remaining \$110,000 of the grant is to fund the stakeholder engagement process, the vulnerability assessment, and the development of adaptation strategies. As previously noted, \$57,000 of the grant was set aside for a consultant to assist the City with the SLR study. On September 17, 2014, the City Council approved the selection of Revell Coastal as the consultant for this project.

Since then, Revell Coastal has been engaged with local partners to develop baseline data and identify existing flooding issues in Imperial Beach. The SLR steering committee met last month to review the scope of work, meeting schedule, budget, and other items. The committee identified some data gaps and tasks that were desirable to do but weren't in the original scope. The committee also believed that elected officials and citizens would benefit from a special Council workshop to fully discuss the topic of sea level rise rather than have it as a project update on a regular Council agenda. Since the Everest shoreline protection study was done in 2001, our SLR consultant felt that it would be beneficial to update it so that it may be more valuable for the CoSMoS model work. Also, the nuisance flooding that occurs in Imperial Beach is not programmed to be modeled as a part of the CoSMoS work and this grant funding would assist in that endeavor. Economic impacts due to the damage that sea level rise and extreme storm events may cause and what adaptation measures may cost have been topics of concern among coastal cities. This is an issue area that is intended to be addressed with this grant.

It was brought to the committee's attention recently that the San Diego Foundation and the San Diego Regional Climate Collaborative are offering a grant opportunity that could fund much of our data and knowledge gaps. Proposals are due April 20, 2015. The grant guidelines mention that any leveraging would enhance an applicant's chances for the grant. The time that the SLR partners are spending and will spend on the Climate Ready project should satisfy this criteria for

the grant. City staff, the consultant, and the Tijuana River National Estuarine Research Reserve (TRNERR) have been refining the details of the grant proposal and it is anticipated that this refinement will continue as we approach the deadline.

The draft scope of work tasks identified to complement the existing SLR study includes:

Projection of future nuisance flooding for 2030, 2050, 2100 – Current work is focused on open coast hazards and vulnerabilities. The City also faces flooding from TRNERR and San Diego Bay as well. Current vulnerabilities include existing nuisance flooding which is an important issue in the City of Imperial Beach. CoSMoS 3.0 and existing San Diego Bay modeling will not provide future projections of this critical hazard. Deliverable would be shapefiles of the nuisance flooding extents at identified planning horizons to use in the vulnerability assessment. Budget estimate ~\$10,000

Update Coastal Armoring Database and incorporate into new Coastal Commission geodatabase structure – Currently the available data on coastal armoring in Imperial Beach is limited to a consulting report completed in 2001 and an oblique air photo data set from 2006. This work would update the 2001 and 2006 data with recent permits and integrate the data into the Coastal Commission geodatabase with spatially explicit permit and coastal armoring data. This would provide data to USGS to improve coastal hazards modeling, provide the City with an up to date permit and permit tracking database, and provide current information on condition, age and other attributes which will help the city with the vulnerability assessment and adaptation planning. Deliverable will be an updated Coastal Commission consistent database. Budget estimate ~\$7,500

Physical Response and Economic Impacts of Adaptation Strategies – this study will model the effect of various potential adaptation strategies (e.g. nourishment, groins, armoring, dune restoration) on both beach width and upland property to support decision making by providing a quantitative comparison of the impact to beaches and upland properties over time. Deliverable: expansion of adaptation strategy section of the report with graphics and estimates of impacts to beach width and upland property over time. Budget estimate ~\$32,500

Economic damages – to evaluate the economic damages associated with the identified vulnerabilities, identified deficiencies in the assessors database need to be made. Funding under this task would support input and review by a leading coastal economist (Phil King) on the best way for the consulting team to escalate the assessed values of land and structural improvements on parcels to Fair Market Value and enable vulnerability results to be presented in terms of economic damages in monetary terms. Deliverable – improvements to the assessors database for the City of Imperial Beach and the presentation of vulnerabilities in terms of economic damages. Budget estimate ~\$12,500

Informational workshops on climate change science, impacts, vulnerabilities and adaptation strategies to City Council and Tidelands Advisory Council and Design Review Board. At the initial vulnerability workshop, a need was identified to provide an increase in education and information about the results of the vulnerability assessment and help to bring the City Council along by building political will for implementation of some of the outcomes of the adaptation strategies. Currently, the one presentation scoped in the existing study is not enough to provide the background and education to the elected officials and other interested citizens. Deliverable – one or more informational workshops. Budget estimate ~\$7,500

ENVIRONMENTAL DETERMINATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): Funding for planning and feasibility studies are exempt per CEQA Guidelines § 15262.

FISCAL IMPACT:

No general fund fiscal impact anticipated. The grant proposal offers existing time spent on the Climate Ready grant as leveraging in pursuit of the Building Regional Resilience grant.

Attachments:

1. Resolution No. 2015- 7570
2. Draft grant proposal
3. Letter of Interest
4. Letters of Commitment
5. Grant Guidelines
6. Grant FAQs
7. San Diego 2050 Is Calling

- c: file MF 1025 Climate Action Plan
Danielle Boudreau, Tijuana River National Estuarine Research Reserve, 301 Caspian Way, Imperial Beach CA 919132 dboudreau@trnerr.org
David L. Revell, PhD, Principal and Chief Coastal Scientist, Revell Coastal, LLC, 125 Pearl Street, Santa Cruz, CA revellcoastal@gmail.com
Juliette Finzi Hart, PhD, USC Grant, 3616 Trousdale Pkwy, AHF 253, Los Angeles, CA 90089-0373 jahart@usc.edu
Nicola Hedge, Director, Environment Initiatives, San Diego Foundation, 2508 Historic Decatur Road, Suite 200, San Diego, CA 92106 nicola@sdfoundation.org
Laura Engeman, San Diego Regional Climate Collaborative lengeman@sandiego.edu
laura@sdclimatecollaborative.org
Megan Cooper, State Coastal Conservancy, 1330 Broadway, Floor 13, Oakland, CA 94612-2530 mcooper@scc.ca.gov

RESOLUTION NO. 2015-7570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A BUILDING REGIONAL CLIMATE CHANGE RESILIENCE GRANT PROPOSAL AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY REQUIRED DOCUMENTS RELATED TO THE GRANT (MF 1025)

WHEREAS, the San Diego Foundation and the San Diego Regional Climate Collaborative issued a request for grant proposals to help local governments and public agencies build resilience to climate change; and

WHEREAS, the City Council of the City of Imperial Beach (the "City") acknowledges that the primary goals of the \$200,000 grant program are to support projects that:

1. Advance community efforts to prepare for climate change and put the "*San Diego, 2050 is Calling. How Will We Answer?*" report into action.
2. Build capacity of local governments and public agencies to develop or implement plans and policies that address the local impacts of climate change and/or advance on-the-ground projects that prepares the community for the local impacts of climate change.
3. Specifically address (1) communities most vulnerable to climate change impacts, (2) public health risks worsened by climate change, (3) implementation of water reuse, conservation programs or urban greening measures, (4) implementation of the San Diego Bay Sea Level Rise Adaptation Strategy or new, climate-related measures in the 2015 San Diego Multi-Jurisdictional Hazard Mitigation Plan, or (5) cost-benefit analysis of resilience strategies to advance decision-making; and

WHEREAS, the City acknowledges that preference will be given to projects that also incorporate as many of the below as possible:

- Collaboration with more than one city/public agency to address shared challenges and avoid duplication of efforts.
- Likelihood to leverage other public or private funding.
- Engagement of community residents in decision-making or project implementation through municipal activities or partnerships with community-based organizations.
- Commitment to share lessons learned with other agencies by working with the Climate Collaborative or other means to disseminate results and share findings.
- Involvement of an AmeriCorps member from the statewide *CivicSpark* program to help on implementation of the project.
- Likelihood of completion within 18 months; and

WHEREAS, the State Coastal Conservancy in 2014 awarded the City of Imperial Beach a \$300,000 Climate Ready grant to support the Imperial Beach Sea Level Rise Study Project; and

WHEREAS, the terms of the Climate Ready grant call for the sharing of the results of the Coastal Storm Modeling System (CoSMoS) with other entities in the San Diego region and Southern California; and

WHEREAS, the Steering Committee for the Imperial Beach Sea Level Rise Study Project identified data and knowledge gaps that were not within the scope of the Climate Ready grant; and

WHEREAS, the City finds that the draft grant proposal satisfies many of the goals and criteria called for in the grant guidelines, including collaboration with the Tijuana River National Estuarine Research Reserve (TRNERR), Revell Coastal, and the USC SeaGrant Program as demonstrated by their Letters of Commitment, and including the Climate Ready Imperial Beach Sea Level Rise work currently being carried out that may be leveraged to support the request for the grant; and

WHEREAS, the City finds that the Building Regional Resilience grant proposal for \$65,000 would close the identified data and knowledge gaps and advance climate change and sea level rise knowledge for the benefit of the San Diego region; and

WHEREAS, the City offers its commitment to fulfill the terms of the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. That the City Manager or designee is hereby authorized to submit a final Building Regional Climate Change Resilience grant proposal in substantially the same form as the attached draft proposal in the amount of seventy thousand dollars (\$70,000) to complement the Imperial Beach Sea Level Rise Project.
2. That the City Manager or designee is authorized to execute any required documents related to the grant.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of April 2015, by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

Imperial Beach Building Regional Resilience grant proposal

Lead Organization: City of Imperial Beach

ATTACHMENT 2

Project Name: *Building Local Capacity for Implementing Climate Adaptation Strategies: A Pilot Project in Imperial Beach*

Project Purpose and Goals:

The City of Imperial Beach and the Tijuana River National Estuarine Research Reserve (TRNERR)- along with an established project team including USC Sea Grant and Revell Coastal- will leverage multiple local and regional climate adaptation efforts through this proposed work, including: (1) the City's *Sea Level Rise and Coastal Flooding Study* which includes a vulnerability assessment and the identification of a suite of adaptation options, (2) the *San Diego Bay Sea Level Rise Adaptation Strategy* and the *San Diego Regional Research Agenda for Sea Level Rise*, and (3) the Tijuana Estuary's *Climate Understanding & Resilience in the River Valley* project.

The primary goal of this proposal is to fill existing gaps in knowledge that are creating barriers to identifying, and ultimately implementing, adaptation strategies among Imperial Beach decision-makers. Additionally, this proposed effort will build capacity regionally by demonstrating a process for conducting a specific jurisdictional vulnerability and adaptation planning process. We will share methodologies, lessons learned and results with San Diego coastal communities. Specific project deliverables include:

- **Informational Workshop for City Officials:** Using the *San Diego, 2050 is Calling - How Will We Answer?* report, and the communication strategies and materials developed by the Climate Education Partners as a guide, we will hold an informational workshop on climate change science, impacts, vulnerabilities and adaptation strategies for Imperial Beach's City Council, Tidelands Advisory Council, and the Design Review Board. The goal of this effort will be to build political will for implementation of some of the adaptation options that will be identified as part of the City's larger SLR study. Opportunities for adjacent jurisdictions to be engaged will be explored.
- **Nuisance Flooding:** Project existing nuisance flooding into the future to fill an identified data gap in future hazard projections for 2030, 2050, and 2100.
- **Economics of Climate Impacts:** Update the assessor's database for the City to evaluate the economic damages associated with identified vulnerabilities under the guidance of a leading coastal economist (Dr. Phil King), enabling vulnerabilities to be presented in economic terms.
- **Physical Response and Economic Impacts of Adaptation Strategies:** Model the physical beach width changes associated with the effect of various potential adaptations strategies (e.g., nourishment, groins, armoring, dune restoration) on both beach width AND upland property to support decision-making by providing a quantitative comparison of the impact to beaches and upland properties over time. Coupled with beach recreation analysis by Dr. Phil King, evaluate the existing value of recreational beach use and incorporate this recreational value into assessing the economic impacts of various adaptation strategies.
- **Coastal Armoring:** With the support of a Civic Spark intern, update coastal armoring database and incorporate into new Coastal Commission geodatabase, which will help the City design, implement, and go through the permitting process on future on-the-ground adaptation projects.

Collaborators: Tijuana River National Estuarine Research Reserve,
USC Sea Grant, Revell Coastal

Amount Requested: \$70,000

Contact Information: Jim Nakagawa, City Planner, City of Imperial Beach
jnakagawa@imperialbeachca.gov | (619) 628-1355

Agency's Key Goals, Policies and Past Activities to Address Climate Change:

Imperial Beach has been actively involved in regional adaptation planning, helping to build capacity to address the impacts associated with sea level rise and coastal flooding through three primary projects (Figure 1).

Imperial Beach Building Regional Resilience grant proposal

- (1) Imperial Beach was actively engaged in the development of the *San Diego Bay Sea Level Rise Adaptation Strategy* which identified several adaptation strategies to address SLR impacts that Imperial Beach may experience along its northern shoreline bordering San Diego Bay and the Otay River.
- (2) Imperial Beach is currently collaborating with the Tijuana River National Estuarine Research Reserve (TRNERR), which was awarded a grant from NOAA's Climate Program Office to support the *Climate Understanding and Resilience in the River Valley (CURRV)* project. Future planning scenarios outlining local vulnerabilities are informing adaptation strategies for the Tijuana Estuary and River south of the City, addressing flooding and inundation caused by sea level rise and riverine flooding.



Figure 1: Outlines the three bodies of water that surround Imperial Beach and the adaptation planning efforts that are informing how the City adapts to sea level rise along each individual shoreline.

- (3) This year, Imperial Beach took a leadership role in the region by undertaking a *Sea Level Rise & Coastal Flooding Study*, which is being funded by the State Coastal Conservancy. This study supports IB's goal of integrating adaptation strategies into existing plans and policies, and providing a planning framework that increases community resilience to sea level rise and coastal flooding.

Since the Navy has a number of valuable assets and resources in and around Imperial Beach that may be impacted by sea level rise, Imperial Beach is regularly included in the U.S. Navy's adaptation research and planning. Additionally, since the Port manages the tidelands and shoreline for much of Imperial Beach, the City has been engaged with the Port of San Diego's adaptation work, learning from their successes and challenges in moving adaptation planning forward.

Our proposed study seeks to leverage the regional adaptation planning taking place in San Diego Bay, in the Tijuana River Valley, by the U.S. Navy, and by the Port with a specific focus on expanding the City's *Sea Level Rise & Coastal Flooding Study* and building resilience along Imperial Beach's Pacific shoreline.

Project Goals and Purpose:

In late 2014, the City of Imperial Beach began a *Sea Level Rise & Coastal Flooding Study*. The City, in partnership with TRNERR, and a consultant team comprised of Revell Coastal and USC Sea Grant, began the development of a vulnerability assessment. Through initial steering committee meetings, several knowledge gaps were identified. These gaps include missing information on nuisance flooding extents in the future, shortcomings in the existing assessors database which limits economic damage assessment, the economic relationships between beach widths and various adaptation strategies, and existing coastal armoring vulnerabilities. Additionally, City leadership requested informational workshops for elected officials to raise the overall understanding of climate change impacts, vulnerabilities, and the economics of adaptation. These workshops will build political will toward being proactive about adapting to a changing climate. The primary goals of this proposal are to:

1. Fill existing data gaps that are creating barriers to identifying, and subsequently implementing, adaptation strategies, and to directly linking results to policy decisions and on-the-ground projects.
2. Increase capacity of City of Imperial Beach decision-makers to enable them to make informed decisions that preserve and enhance economic, social, and environmental resilience.
3. Use the San Diego Regional Climate Collaborative as a platform to build regional capacity by sharing methodologies, best practices, results and lessons learned from the Imperial Beach pilot project.

Achieving Grant Goals:

Goal 1: The proposed effort will primarily help the City of Imperial Beach to maintain and enhance local shoreline resilience to sea level rise and coastal flooding, addressing a priority area within the *San Diego, 2050 is Calling. How Will We Answer?* report. Additionally, it will contribute to the region on a broader scale as the adaptation process is completed within the City, identifying challenges and successes associated with the implementation of adaptation strategies. A pilot project of this nature will help the region begin to think about

Imperial Beach Building Regional Resilience grant proposal

what successful adaptation looks like on the local level, resulting in a process that can be applied to preparing for multiple climate impacts identified within the 2050 report. Additionally, the communication data (i.e., regional polling), strategies, and materials (i.e., *San Diego, 2050 is Calling. How Will We Answer?*, videos) developed by the Climate Education Partners will be directly applied in two informational workshops with IB decision-makers, demonstrating how these regional resources can be used to engage electeds in building climate resilient communities.

Goal 2: This proposed project directly advances current on-the-ground sea level rise planning for the City of Imperial Beach, with the goal of integrating a suite of identified adaptation options into the City's General Plan and Local Coastal Plan. The informational workshops proposed serve to increase local government capacity, providing the tools necessary to inform climate related decisions. Additionally, recognizing that adaptation strategies cross jurisdictional boundaries, results, methodologies, and lessons learned will be shared with adjacent communities in the larger San Diego region to help build regional capacity for considering impacts from sea level rise and coastal flooding.

Goal 3: This proposed project addresses at least three of the comprehensive strategies developed in the *San Diego Bay Sea Level Rise Adaptation Strategy* (outlined below). Additionally, the economic components of this proposal which include an economic analysis of impacts, specifically analyzing the economic impact associated with beach-loss will ultimately provide the region with a methodology for looking at the economics of adaptation and resilience strategies. These economic tasks address the research priority area of "Economic Analysis" within the *San Diego Regional Research Agenda for Sea Level Rise* (May 2013).

Specific Tasks and Anticipated Timeline:

The individual project tasks outlined below have been identified as project priorities to either fill data gaps, include economic considerations into climate resiliency planning, or contribute regionally to the climate change dialog. In recognition of funding constraints the tasks are ranked in priority order (from highest to lowest).

Task 1: Informational Workshops for City Officials

As part of the City of Imperial Beach's *Sea Level Rise & Coastal Flooding Study*, the City convened a steering committee comprised of City staff, representatives from adjacent jurisdictions, and regional leaders who have oversight on sea level rise and coastal flooding related impacts. At the recent steering committee meeting, there was a direct request from City leadership to hold a series of in-depth informational meetings for City Council and local leadership to discuss climate change and sea level rise, and the eventual outcomes of this study. Unfortunately, the existing project has only allocated resources for one presentation on the final report to the City Council and Tidelands Advisory Committee.

Using the recent report *San Diego, 2050 is Calling. How Will We Answer?* and the communication strategies and materials developed by the Climate Education Partners, we propose holding two additional informational workshops on climate change science, impacts, vulnerabilities, and adaptation strategies for Imperial Beach's City Council, Tidelands Advisory Council, and the Design Review Board. This will help build understanding, capacity, and political will for implementation of adaptation strategies.

As regional adaptation planning continues, coordination with adjacent jurisdictions needs to occur, including the City of Coronado, the Port, and the Navy, which is actively planning the development of the South Navy Seal Campus. The additional funding will generate opportunities for these jurisdictions to be engaged in these informational workshops. Opportunities for leveraging these workshops regionally could also include developing presentations on lessons learned to be shared with the San Diego Regional Climate Collaborative or to tie into USC's Regional AdaptLA /Southern California Coastal Impacts Project (SCCIP) webinar series. These actions will help other communities in the region have productive dialogues about climate resiliency with their own elected officials.

Proposed Deliverables/ Timeline

- Two in-person informational workshops for IB's City Council, Tidelands Advisory Council, and Design Review Board.
- Presentations (either in-person or via webinars) to adjacent jurisdictions about study findings and proposed adaptation strategies to help develop a cohesive, and more effective, regional strategy.
- Presentation (either in-person or via webinars) and supporting workshop materials to the San Diego Regional Climate Collaborative on lessons learned and best practices for engaging city leadership on sea level rise and coastal flooding impacts.

Imperial Beach Building Regional Resilience grant proposal

- **Timeline:** First workshop in Fall 2015, second workshop to be held in early summer 2016, once USGS Coastal Storm Modeling System (CoSMoS) 3.0 model results are complete.

Task 2: Nuisance Flooding

During the initial vulnerability analysis, the team identified existing areas subject to nuisance flooding - flooding that frequently occurs around the City during a combination of precipitation and high tides. In the current vulnerability study this existing nuisance flooding is coupled with storm wave model outputs from USGS CoSMoS 1.0 to illustrate the extent of existing flood hazards for the City. Although the current scope is focused on Pacific Coast hazards, this limits the applicability to support City wide hazard planning since it doesn't cover the existing flood hazards. In further discussion with Dr. Patrick Barnard (USGS lead CoSMoS modeler), Timu Gallien (Scripps), Rick Gersberg (SDSU), and Bart Chadwick (Space and Naval Warfare Systems Command-SPAWAR) and other modelers in the region, it has become apparent that there is no modeling to look at changes to this nuisance flooding (e.g. depth, frequency, etc.) which currently impact the City and which will increase in duration and magnitude with sea level rise.

This proposed effort will project future nuisance flooding by leveraging San Diego Bay high water recurrence intervals developed by the SPAWAR efforts to further elevate the depth of flooding and the duration of flooding using a simplistic geomorphic relationship between flood elevations (depths), and storage volume relationships.

Proposed Deliverables/ Timeline

- Projections of future nuisance flooding extents at identified planning horizons in GIS format
- Share the methodology with the region (likely leveraging AdaptLA /SCCIP webinar series) through established networks (e.g., San Diego Regional Climate Collaborative) using communication strategies identified by stakeholders (e.g., presentations, online, executive summaries).
- **Timeline:** Late Fall 2015

Task 3: Economics of Climate Change Impacts

Currently the vulnerability assessment is focused on identifying key metrics around asset and infrastructure vulnerabilities (e.g., how many parcels, miles of road, etc.). Based on input from the City's steering committee, there is a need to also express these metrics in economic terms and to directly link to implementation of adaptation strategies. The key data set containing financial information on the City's built environment is the tax assessor's database. Unfortunately, this database is fraught with data and information gaps, and underestimates the economic damages associated with coastal hazards (e.g., while most parcels have an assessed land value, roughly only two-thirds of the parcels have assessed structural values, making it difficult to calculate economic impacts from hazards).

The task will update the assessor's database for the City to evaluate the economic damages associated with identified vulnerabilities under the guidance of a leading coastal economist (Dr. Phil King), enabling vulnerabilities to be presented in economic terms. Since Proposition 13 limits increases in assessed valuations to 2% a year, houses purchased many year ago will be worth significantly more than assessed valuation. To overcome this undervaluation the proposed process will calculate the assessed value which is typically divided into the value of the structure and the land

The basic process includes the following components:

- The value of the structure will be estimated with standard engineering construction cost algorithms (with 2015 cost estimates) using available data (square footage of structure, type of structure, amenities, etc.) to provide as accurate an estimate as possible of construction costs.
- Housing price will be estimated either based on current comparable home prices or by updating the total parcel value applying a standard real estate pricing index, such as the Case-Shiller index.
- Land price will be estimated as a residual (total parcel price-structure replacement cost = land price).

Proposed Deliverables/ Timeline

- Integration of economic damages into the City's final vulnerability assessment.
- Updated assessor's database for the City of Imperial Beach.
- Share the methodology with the region (likely leveraging AdaptLA /SCCIP webinar series) through established networks (e.g., San Diego Regional Climate Collaborative) using communication strategies identified by stakeholders (e.g., presentations, online, executive summaries).

Imperial Beach Building Regional Resilience grant proposal

- **Timeline:** Fall 2015/Winter 2016

Task 4: Physical Response and Economic Impacts of Adaptation Strategies

For beach communities in San Diego, the key question asked while working on adaptation planning relate to what the beach will look like in the future. In IB, the oceanfront is largely developed and most of the projects exist behind some form of coastal armoring. The current vulnerability assessment phase of the project is focused on the built infrastructure, and on identifying what coastal resources are at risk in mapped coastal hazard zones. As the City's *Sea Level Rise & Coastal Flooding Study* moves into adaptation planning, a suite of adaptation strategies will be identified to address each vulnerability through a process that results in priority recommendations which balance economic feasibility with political will. The current project will only include discussions of secondary impacts associated with various strategies. Due to limited funding, the question of how wide the beach will be given various adaptation approaches will not be quantified, nor will the economic tradeoffs be calculated.

In order to fill these knowledge gaps, the team proposes to assess the physical and economic impacts of various adaptations strategies (e.g., nourishment, groins, armoring, dune restoration). This proposed assessment will provide quantitative comparisons of the impact to beaches and upland properties over time to support decision-making around adaptation planning.

Based on research and work completed for SANDAG, Dr. King has collected beach attendance data for Imperial Beach, and set up an initial economic model for valuing recreational value. For an additional level of funding, Dr. King will work with the team to value the existing recreational value of the beaches in Imperial Beach using the Coastal Sediment Benefit Analysis Tool which relates economic benefits and impacts from changes in beach width. In addition, Dr. King will estimate changes in economic impacts (from spending by beach visitors) including direct, indirect, and induced impacts using the standard IMPLAN model. Finally, Dr. King will estimate changes in local taxes directly related to beach spending, in particular Transient Occupancy Taxes (TOTs), the local share of sales tax revenues and parking fines.

This physical and economic assessment can help provide a quantitative understanding of the economic value of beaches to the City and provide some initial economic impacts of various adaptation strategies. The report and graphics resulting from this task will help other jurisdictions in the region better understand the impact of various adaptation strategies on the long term health of the beaches.

Proposed Deliverables/ Timeline

- Quantification of the economic value of the recreational use of the beach in Imperial Beach.
- Economic trade off analysis between various adaptation strategies.
- Identification of impacts and time horizons at which different adaptation strategies will result in a trade-off between protection of upland property and maintaining recreational beaches.
- Share the methodology with the region (likely leveraging AdaptLA /SCCIP webinar series) through established networks (e.g., San Diego Regional Climate Collaborative) using communication strategies identified by stakeholders (e.g., presentations, online, executive summaries).
- **Timeline:** Winter/Spring 2016

Task 5: Coastal Armoring:

As the team conducts a detailed analysis of vulnerabilities to coastal hazards, the condition of existing coastal armoring becomes very critical to evaluating the potential costs and impacts of the vulnerabilities and adaptation strategies. The current project scope of work relies on existing information which includes: (1) a report conducted in 2001 by Everest Consulting which assessed the condition of the structures and created a permit tracking database, and (2) a 2006 Coastal Commission dataset that lacks permit records or spatially explicit location information on individual structures. The current study does not have the funding needed to update the database on the various coastal armoring structures in Imperial Beach.

This proposed work task would fund a Civic Spark intern working with the consulting team to update the 2001 and 2006 data with recent permits and integrate the data into a new Coastal Commission geodatabase with spatially explicit permit and coastal armoring data. Results would provide improved data to USGS to improve regional coastal hazards modeling (i.e., CoSMoS 3.0), and provide the City with an up to date permit and permit condition tracking database including current information on condition, age, life span and other attributes which will improve the vulnerability assessment and adaptation planning. This will help the City monitor existing permits and permit conditions as well as to design, implement, and go through the permitting process on future on-the-ground adaptation projects.

Imperial Beach Building Regional Resilience grant proposal

Once this task is completed, a "how-to" step by step manual will be created so that other San Diego communities can update their own coastal armoring permit records, better monitor special conditions of approval, improve the resolution of the coastal hazards modeling, and support the vulnerability and adaptation planning phases. This task provides another opportunity to build capacity across the region.

Proposed Deliverables/ Timeline

- Complete update of coastal armoring database and inclusion in Coastal Commission geodatabase.
- "How-to" documentation for both the City of IB and other SD communities on how to update their coastal armoring database and permitting records
- Share the methodology with the region (likely leveraging AdaptLA /SCCIP webinar series) through established networks (e.g., San Diego Regional Climate Collaborative) using communication strategies identified by stakeholders (e.g., presentations, online, executive summaries).
- **Timeline:** Late summer/early fall 2015

Evaluation Metrics: The success of this proposed work will be evaluated based on completion of proposed deliverables for each individual task outlined above. For the informational workshops, post-workshop evaluations, indicating an increased understanding among participants regarding local climate impacts, and adaptation and resilience strategies, will be used as evaluation metrics.

Application to Local and Regional Plans and Policies:

Through this proposed work, we will assist Imperial Beach in adapting to sea level rise impacts and will suggest implementation of appropriate strategies that may be a part of an amendment to the City's Local Coastal Plan (LCP) or policies that could be incorporated into the next update of the City's General Plan.

This proposed work will also help the City of Imperial Beach and TRNERR leverage ongoing work not only within the City, but in San Diego Bay which borders the northern portion of the City. For instance, this proposed project will directly respond to a number of the comprehensive adaptation strategies identified in the *San Diego Bay Sea Level Rise Adaptation Strategy* such as:

- **#3:** Create and enhance existing outreach, education, training, and peer exchange programs tailored to public agency staff, stakeholders, and the general public.
- **#7:** Institutionalize or mainstream sea level rise adaptation by incorporating sea level rise and associated impacts into relevant local and regional plans and projects.
- **#10:** Develop decision-making frameworks in each jurisdiction for selecting and implementing appropriate management practices in communities vulnerable to inundation or regular flooding, utilizing such frameworks as risk management and cost/benefit analysis.

Additionally, this project specifically addresses a research priority area of "Economic Analysis" within the *San Diego Regional Research Agenda for Sea Level Rise* (May 2013) by providing the City with an economic analysis of impacts, specifically looking at the economic impact associated with beach-loss, and providing the region with a methodology for looking at the economics of adaptation.

Finally, this effort will link directly to the Tijuana Estuary's *Climate Understanding & Resilience in the River Valley* (CURRV) project. The City serves on the CURRV project's public agency steering committee as the City is an adjacent jurisdiction to the Reserve. Any adaptation actions taken by TRNERR and/ or the City must be coordinated to ensure that all implemented adaptation strategies take an ecosystem-based approach, especially along the shared Pacific shoreline. This proposed effort will inform the final climate adaptation and resilience strategy in development for the Reserve and the River Valley, helping to coordinate efforts beyond geopolitical boundaries.

Roles, Responsibilities and Qualifications of Project Team:

The proposed tasks will be completed by an established project team that includes expertise in city and community planning, natural resource management, and coastal and climate science. Team members include:

- **Jim Nakagawa** (City Planner, Community Development Department) is project lead and principal point of contact for the City, and will serve as a liaison between the City and adjacent jurisdictions. Specifically leading the completion of Task 1.
- **Dani Boudreau** (Coastal Management Specialist, Tijuana River National Estuarine Research Reserve) represents the Reserve as an adjacent jurisdiction to the City, will provide communications support to the City encouraging coordination with other adjacent and regional jurisdictions (e.g., sharing lessons learned through webinars, presentations, one-pagers, and other creative communications materials),

Imperial Beach Building Regional Resilience grant proposal

and will lead the integration of findings into the CURRV project. Supporting the completion of Tasks 1 to 5.

- **Juliette Hart, PhD** (Marine & Coastal Science Specialist, University of Southern California Sea Grant) will provide technical support to incorporate the best available science, will provide the City and TRNERR with regional communications support (e.g., sharing lessons learned through webinars, presentations, one-pagers, and other creative communications materials), and will lead the integration with the South Coast CoSMoS 3.0 and AdaptLA outreach and communications. Supporting the completion of Tasks 1 to 5.
- **David Revell, PhD** (Principal & Chief Coastal Scientist, Revell Coastal) will be the lead on technical Tasks 2, 3, and 4, provide technical support on Task 1, and will be a technical advisor to the Civic Spark intern on Task 5.
- **Phil King, PhD** (Economics Department, San Francisco State University) will be a technical advisor on Task 3 to update the assessor’s database, and a co-lead Task 4 with the primary leadership provided on the recreational use valuation and economic tradeoffs.
- **Civic Spark Intern:** Under the guidance of Dr. Revell complete Task 5 and provide the project team with support where needed in other remaining tasks.

Community Engagement Plan:

Within the City of Imperial Beach, we have an established steering committee comprised of City and regional leadership and staff. Task 1 will supplement these meetings with broader engagement of all City leadership. In addition, there are several upcoming stakeholder workshops which will be expanded beyond the steering committee to include interested local civic groups, NGOs, and the interested public. We also have proposed a number of opportunities for sharing lessons learned, methodologies, and results with adjacent communities and with the broader San Diego region through the San Diego Regional Climate Collaborative and Sea Level Rise Working Group. As appropriate, we will also share results, methodologies, and lessons learned through opportunities at TRNERR (e.g., professional trainings, monthly speaker series for community members), and the AdaptLA /Southern California Coastal Impacts Project led by USC Sea Grant.

Co-benefits:

The proposed tasks result in multiple co-benefits related to other City priorities within the context of climate resiliency. Some specific local and regional co-benefits include:

- Supports the implementation of the City’s ecotourism strategy (*Urban Waterfront and Ecotourism Study Strategy and Implementation Program*, April 2005) by ensuring that the City is able to maintain public access to the shoreline and enhance the natural resources that support a thriving tourism industry in spite of rising sea levels and coastal storms.
- The results of this proposed work will support the City in maintaining a resilient community and local economy, ensuring future investments (e.g., public works capital improvement projects) are made with a changing climate in mind.
- Results will help to directly inform ongoing planning processes at all adjacent jurisdictions, including TRNERR, the City of Coronado, the Port, and the Navy.

Budget: \$70,000

Table 1: Budget by Tasks

| Task # | Description | SD Foundation Request |
|--------|---|-----------------------|
| 1 | Informational Workshops | \$7,500 |
| 2 | Nuisance Flooding Projections | \$10,000 |
| 3 | Economics of Climate Impacts | \$12,500 |
| 4 | Physical Response and Economic Impacts of Adaptation Strategies | \$32,500 |
| 5 | Coastal Armoring | \$7,500 |
| | TOTAL | \$70,000 |

Imperial Beach Building Regional Resilience grant proposal

Budget Narrative:

Total Project Cost - Overall, the budget will fill critical information gaps in the existing study; improve the education and outreach to the community, elected officials and regional stakeholders; and incorporate economic analyses into the identification of vulnerabilities and support for adaptation planning (Table 1).

- **Task 1** budget covers the informational workshops, planning, preparations, and attendance by all members of the team.
- **Task 2** budget covers the technical analysis needed to elevate the existing nuisance flooding to future planning horizons and provides for some review by public works staff.
- **Task 3** budget covers the improvements to the Assessors database and additional work to quantify the economic impacts associated with identified climate vulnerabilities (including nuisance flooding if Task 2 is funded).
- **Task 4** budget covers the beach width change and economic impacts analyses as well as the development of graphics and communication materials to share results and approaches across the region.
- **Task 5** budget includes funding for a Civic Spark intern guided by our technical team and to generate a "How-To" document that can be shared widely.

Imbedded within the budget is funding to develop communications materials (e.g., presentations, online resources, one pagers, webinars) that effectively document lessons learned (i.e., successes and challenges) throughout the implementation of this proposed project, increasing local, adjacent jurisdiction, and regional capacity around climate change science, vulnerabilities, and resilience.

The budget tasks have been broken out by task in case the San Diego Foundation can only provide partial funding. We have laid out the tasks in our projects order of priority based on discussions with the team, the steering committee (which includes one city council member).

Leveraged Funds:

The City of Imperial Beach was awarded a Climate Ready grant from the State Coastal Conservancy. \$110,000 was awarded for the *Sea Level Rise & Coastal Flooding Study*, with the subsequent breakdown:

- TRNERR - \$15,000
- Revell Coastal & USC Sea Grant team - \$57,000
- USGS to develop the South Coast Coastal Storm Modeling System (CoSMoS 3.0)- \$190,000

This project will also leverage funding provided to the Tijuana River National Estuarine Research Reserve (TRNERR) from the Coastal and Ocean Climate Applications (COCA) Program of the National Oceanic and Atmospheric Administration (NOAA) Climate Program Office which is supporting the four-year *Climate Understanding & Resilience in the River Valley* (CURRV) project.

In-Kind: \$12,220

- TRNERR will provide a match of in-kind salary for one month of Ms. Dani Boudreau to support the work proposed above (approx. \$5800).
- USC Sea Grant will provide a match of in-kind salary for one month of Dr. Juliette Finzi Hart to support the work proposed above (approx. \$6420).

Tijuana River National Estuarine Research Reserve

"A Wetland of International Importance" *International Ramsar Convention, 2005*



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Imperial Beach Sea Level Rise Vulnerability and Adaptation Study

ATTACHMENT 3

PROJECT LEAD: *City of Imperial Beach*

REGIONAL COLLABORATOR: *Tijuana River National Estuarine Research Reserve*

PROJECT PARTNERS: *USC Sea Grant, Revell Coastal*

NEED: The City of Imperial Beach is currently conducting a Vulnerability and Adaptation Study along its Pacific shoreline, which supports IB's long-term goal of integrating a variety of adaptation strategies into existing plans and policies, providing a planning framework that increases community resilience to sea level rise and coastal flooding. However, through internal focus groups among City staff and project steering committee discussions it has become apparent that there are several knowledge gaps, including elected officials general understanding of climate change impacts and vulnerabilities, and around the economics of adaptation. To successfully leverage this study into being implemented through current policies, plans, and on-the-ground projects, the proposed work below would use the City of Imperial Beach as a template for the region, demonstrating how to overcome obstacles to implementation.

PURPOSE AND GOALS: The City of Imperial Beach and the Tijuana River National Estuarine Research Reserve, along with an established project team including USC Sea Grant and Revell Coastal, will leverage ongoing work not only within the City, but in San Diego Bay (i.e., San Diego Bay Sea Level Rise Adaptation Strategy), and the Tijuana Estuary (i.e., Climate Understanding & Resilience in the River Valley project). The primary proposal goals include:

Fill existing gaps in knowledge that are creating barriers to implementing adaptation strategies among Imperial Beach decision-makers, and share methodologies and results with the region to demonstrate a process for overcoming uncertainty around climate change adaptation, including:

- Project future nuisance flooding which is not included in any existing or ongoing sea level rise and coastal flood modeling, leveraging the South Coast CoSMoS 3.0 sea level rise model.
- Update coastal armoring database and incorporate into new Coastal Commission geodatabase, which will help the City design, implement, and go through the permitting process on future on-the-ground adaptation projects.
- Model the beach width changes associated with the effect of various potential adaptations strategies (e.g., nourishment, groins, armoring, dune restoration) on both beach width and upland property to support decision-making by providing a quantitative comparison of the impact to beaches and upland properties over time.
- Evaluate the economic damages associated with identified vulnerabilities under the guidance of a leading coastal economist (Phil King), enabling vulnerabilities to be presented in economic terms.

To build local capacity among electeds and throughout the region, the project team will seek to:

- Provide social vulnerability training to City staff and other local and regional governments by bringing Dr. Susi Moser to San Diego to train community leaders in how to consider social vulnerability in adapting to climate change.
- Using the *San Diego, 2050 is Calling. How Will We Answer?* report and the communication strategies developed by the Climate Education Partners hold an informational workshop on climate change science, impacts, vulnerabilities and adaptation strategies for Imperial Beach's City Council, Tidelands Advisory Council, and the Design Review Board. This workshop would be in response to a City Council member having identified a local need to provide an increase in education and information about the results of the vulnerability assessment in order to build political will for implementation of some of the outcomes of this study.

Project outputs will include:

- Publicly-available report sharing the results of the study to local officials to ensure that the findings are directly linked to policy decisions and on-the-ground implementation of adaptation strategies;
- Share lessons learned with regional leaders regarding, what needs to be considered when adapting to climate change (i.e., nuisance flooding, coastal armoring, relationship between beach width and adaptation strategy implementation, and economic damages) through either an executive summary or informal training;
- Social vulnerability training to build regional capacity; and
- Informational workshop for Imperial Beach decision-makers to build local capacity.

Project outcomes will be increased capacity among City of Imperial Beach decision-makers to make informed decisions that preserve and enhance economic, social, and environmental resilience. Additionally, the project will provide the region with a template for how to build political will around adaptation.

AMOUNT REQUESTED: \$60,000

CONTACT INFORMATION:

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Dani Boudreau | Coastal Resilience Specialist | Tijuana River National Estuarine Research Reserve
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Tijuana River National Estuarine Research Reserve

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April 3, 2015

The San Diego Foundation
Re: Building Regional Resilience Grant

ATTACHMENT 4

Dear Grant Review Committee,

The Tijuana River National Estuarine Research Reserve (TRNERR) commits to being fully engaged in the implementation of the proposed project- *Building Local Capacity for Implementing Climate Adaptation Strategies: A Pilot Project in Imperial Beach*. This project will help to move local and regional adaptation forward, building on our understanding of how to build climate resilient communities on the local level.

TRNERR is actively engaged in supporting the City of Imperial Beach as it conducts its *Coastal Flooding and Sea Level Rise Study*, providing technical support, and leading communications to ensure the project is connected to broader regional efforts and engages decision-makers in proactively addressing adaptation planning in the context of local priorities. As an active member of the San Diego Regional Climate Collaborative, TRNERR commits to working with the City to share lessons learned through this place-based effort with Collaborative members to enhance our regional community of practice around the implementation of adaptation strategies that build ecological, economic, and social resilience.

As collaborators in this project, TRNERR, and the San Diego region will benefit from an increased opportunity to delve into the specifics of what resilience means for local coastal communities like Imperial Beach. Specifically, this project will leverage the City's ability to effectively communicate about climate change vulnerabilities and resiliency with decision-makers and stakeholders through community-based efforts.

Through the above identified project, the City of Imperial Beach, TRNERR, and the consultant team of USC Sea Grant and Coastal Revell are in a unique position to help advance how adaptation is approached in the San Diego Region. As part of the San Diego Regional Climate Collaborative and NOAA's National Estuarine Research Reserve System, we will work to leverage this effort on a regional and national level, sharing lessons learned and resources with other local governments and public agencies in San Diego County and Reserves around the country.

We believe the proposed pilot project is crucial to the effective integration of adaptation strategies into Imperial Beach plans and policies. We are eager to partner on this project and strengthen San Diego's coastal resilience.

Sincerely,

Signature on file

Danielle Boudreau
Coastal Management Specialist
619.575.3613 x332 | dboudreau@trnerr.org



University of Southern California Sea Grant Program
Wrigley Institute of Environmental Studies University of Southern California
Los Angeles, CA 90089-0373 213-740-1961 Fax 213-740-5936
email: seagrant@usc.edu <http://dornsife.usc.edu/uscseagrant>

April 3, 2015

The San Diego Foundation
Re: Building Regional Resilience Grant

ATTACHMENT 4

Dear Grant Review Committee,

The University of Southern California (USC) Sea Grant program commits to being fully engaged in the implementation of the proposed project- *Building Local Capacity for Implementation of Climate Adaptation Strategies: A Pilot Project in Imperial Beach*.

We strongly believe that this proposed work will allow the City of Imperial Beach develop a comprehensive vulnerability assessment and adaptation plan, which will be supported by political leaders in the community. We will share lessons learned and methodologies with adjacent communities and the broader San Diego region, thus building regional capacity as well. The information gaps we are proposing to fill through this project were identified in initial planning and vulnerability assessment meetings with the City of Imperial Beach through its Coastal Conservancy-funded *Coastal Flooding and Sea Level Rise Study* and as such are a direct response to community needs for an ongoing on-the-ground sea level rise adaptation planning project.

USC Sea Grant is currently a project partner on the City of Imperial Beach's project, *Coastal Flooding and Sea Level Rise Study*. We provide technical and planning support to the City of Imperial Beach as well as to TRNERR and Revell Coastal. In addition, through the Southern California Coastal Impacts Project, USC Sea Grant serves as the outreach lead for the USGS's Coastal Storms Modeling System for the Southern California region. We are providing both scientific and planning technical capacity to coastal communities from Santa Barbara to the U.S./Mexico border. In addition, we are leading the Regional AdaptLA project that has brought together an expert team of modelers that will provide state-of-the art shoreline change modeling for L.A. County. As part of both of these efforts, we have developed an adaptation-focused webinar series that provides additional professional development for coastal municipalities. As appropriate, we can utilize this venue to share lessons learned and methodologies from the work in Imperial Beach. Finally, as part of NOAA's Sea Grant Climate Network, we will work to leverage this effort on a regional and national level, sharing lessons learned and resources with other Sea Grant programs nationally.

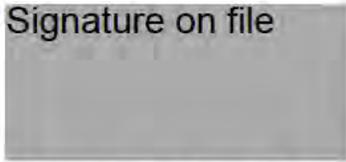
As collaborators in this project, USC Sea Grant believes the San Diego region will benefit from an increased opportunity to delve into the specifics of what resilience means for local coastal communities like Imperial Beach. Specifically, this project will leverage the City's ability to effectively communicate about climate change vulnerabilities and resiliency with decision-makers and stakeholders through community-based efforts. Through the above-identified

project, the City of Imperial Beach, USC Sea Grant, TRNERR, and Revell Coastal are in a unique position to help advance how adaptation is approached in the San Diego Region.

We believe the proposed pilot project is crucial to the effective integration of adaptation strategies into Imperial Beach plans and policies. We are eager to partner on this project and strengthen San Diego's coastal resilience. Please feel free to contact me if you have any questions on the proposal or our involvement.

Sincerely,

Signature on file



Juliette Finzi Hart, Ph.D.
Marine & Climate Science Specialist, USC Sea Grant
jahart@usc.edu | 424.241.2457



125 Pearl Street
Santa Cruz, CA 95060
Phone: 503-577-4515
Email: revellcoastal@gmail.com
Website: www.revellcoastal.com

April 6, 2015

The San Diego Foundation
Re: Building Regional Resilience Grant

ATTACHMENT 4

Dear Grant Review Committee,

Revell Coastal, LLC commits to being fully engaged in the implementation of the proposed project- *Building Local Capacity for Implementation of Climate Adaptation Strategies: A Pilot Project in Imperial Beach*. This pilot project will help to move local Imperial Beach and the San Diego regional adaptation planning efforts forward.

As collaborators in this existing project, both Imperial Beach and the San Diego region will benefit from increased rigor in examining the specifics of how vulnerability and adaptation planning leads into resilience for a local coastal community like Imperial Beach. As this project has progressed, key data gaps and economic needs have been identified as clarity has been gained on existing information and upcoming modeling deliverables. We have put this proposal to the San Diego Foundation together to help fill those gaps and produce a vastly more usable product for the City as well as to share lessons learned across the San Diego region.

Revell Coastal, LLC is actively leading the Consultant effort in supporting the City of Imperial Beach as it conducts its *Coastal Flooding and Sea Level Rise Study*. Revell Coastal, LLC is committed to expanding the Consulting team by including Dr. King to provide additional expertise and to continue its role in facilitating the process, and providing technical analysis, support and capacity building to address adaptation planning in the context of local priorities.

Through this proposed additions to the existing project, the City of Imperial Beach, TRNERR, and the consultant team of Revell Coastal and USC Sea Grant are in a unique position to help advance how adaptation is approached in the San Diego Region. We believe the proposed pilot project is crucial to the effective integration of economics into vulnerability assessment and adaptation strategies into Imperial Beach plans and policies. We are eager to partner on this project and strengthen both Imperial Beach and San Diego's coastal resilience.

Sincerely,
Signature on file

David L. Revell, PhD.

Principal and Chief Scientist
Revell Coastal, LLC



Building Regional Resilience - Grant Guidelines **Proposals due by noon on April 20, 2015**

Building Regional Resilience – Summary of Opportunity

San Diegans throughout the County have a long and rich history of local community pride and protection of our region's clean air and water, spectacular outdoors and quality of life. Our region boasts a world-renowned climate that supports many aspects of our regional economy and quality of life. But our region faces significant challenges, like others throughout the world, from the impacts of climate change on the health and well-being of today's communities and future generations.

The "[*San Diego, 2050 is Calling. How Will We Answer?*](#)" report released in 2014 by Climate Education Partners and The San Diego Foundation outlines many of those challenges, with a call to action for communities to work together and invest today in solutions to manage those risks and prepare for a changing climate.

It is with this in mind that The San Diego Foundation is partnering with the [San Diego Regional Climate Collaborative](#) to help local governments prepare for climate change. This partnership reflects a broader effort by The San Diego Foundation to protect and enhance our region's environment and quality of life around four core areas – Work, Enjoy, Live and Learn (WELL) – embodied in [Our Greater San Diego Vision](#).

The San Diego Foundation and the San Diego Regional Climate Collaborative issue this request for grant proposals to help local governments and public agencies build resilience to climate change.

Primary **goals** of these grants are to support projects that:

1. Advance community efforts to prepare for climate change and put the [*San Diego, 2050 is Calling. How Will We Answer?*](#) report into action.
2. Build capacity of local governments and public agencies to develop or implement plans and policies that address the local impacts of climate change AND/OR advance on-the-ground projects that prepares the community for the local impacts of climate change.
3. Specifically address (1) communities most vulnerable to climate change impacts, (2) public health risks worsened by climate change, (3) implementation of water reuse, conservation programs or urban greening measures, (4) implementation of the San Diego Bay Sea Level Rise Adaptation Strategy or new, climate-related measures in the 2015 San Diego Multi-Jurisdictional Hazard Mitigation Plan, or (5) cost-benefit analysis of resilience strategies to advance decision-making.

Total available funding for this grant program is approximately \$200,000, from which applicants may request between \$20,000 to \$100,000. Project partnerships and collaborations are strongly encouraged to maximize impact. Approximately \$40,000 of the \$200,000 must fund activities that address the *economic* or *public health* implications of a changing climate (for example, conducting a cost-benefit analysis of relevant policies, partnerships with the private sector to advance key aspects of the project, or conducting a vulnerability assessment and action plan to address community health risks from heat waves, wildfires or coastal flooding).

Overall Grant Timeline:

| | |
|--|--|
| Monday, March 2 nd at noon-1 pm | Grant seekers webinar for interested applicants. Please RSVP to kimf@sdfoundation.org for simple log-in instructions. |
| As requested, February 12 through April 20 | Staff from The San Diego Foundation or Climate Collaborative will be available throughout the process to discuss project ideas or answer questions. Please feel free to contact us! Email Kim Fields at kimf@sdfoundation.org to set up a time. |
| March 16, 2015 at noon | Informal Letters of Interest (LOI) due from interested applicants. LOIs are not required, but are encouraged in hopes we can provide early feedback on proposal ideas. Instructions for LOIs are on the following page. |
| April 20, 2015 at noon | Proposals due. Instructions on proposal requirements and how to submit are on the following page. |
| April 21 - May 7 | Proposals reviewed by The San Diego Foundation staff, volunteers and Climate Collaborative staff. Further information from applicants may be requested by email or through a brief interview with applicants. |
| Week of May 18 | Grant awards announced. |
| June 1, 2015 | Grants period starts (grant period will be for up to 18 months). |

Preference will be given to projects that also incorporate as many of the below as possible:

- Collaboration with more than one city/public agency to address shared challenges and avoid duplication of efforts.
- Likelihood to leverage other public or private funding.
- Engagement of community residents in decision-making or project implementation through municipal activities or partnerships with community-based organizations.
- Commitment to share lessons learned with other agencies by working with the Climate Collaborative or other means to disseminate results and share findings.
- Involvement of an AmeriCorps member from the statewide [CivicSpark](#) program to help on implementation of the project.
- Likelihood of completion within 18 months.

Important eligibility information for all applicants: The lead applicant must be a local government (city or county) or public agency serving within San Diego County, though collaboration with other agencies, community-based organizations or nonprofits is highly encouraged. A nonprofit may lead an application if there is strong evidence of collaboration with local government(s) or public agency(ies), including letters of commitment to confirm their partnership.

Ineligible Projects: Projects that are primarily research-based or lacking practical application. Projects without a local government (city or county) or public agency as lead or without demonstrated commitment from local governments or public agencies.

A completed letter of interest includes the following sent to kerri@sdfoundation.org by noon on March 16th: A one page letter on organizational letterhead summarizing (a) the lead organization(s) and proposed project name, (b) a brief description of project purpose and goals, (c) collaborating organizations, (d) the amount requested, and (e) contact information including name, title, telephone number and email for the person serving as primary grant contact. Please note, these LOIs are encouraged but not required and submitting an LOI does not commit your organization to applying for that project.

A completed proposal includes the following sent to kerri@sdfoundation.org by noon April 20th:

1. A **cover letter** summarizing the lead organization(s) and proposed project name, a brief description of project purpose and goals, collaborating organizations, the amount requested, and contact information including name, title, telephone number and email for the person serving as primary grant contact.
2. A **PDF narrative no longer than seven pages** including the following (in this order, where possible):
 - a. A summary of your agency's key goals, policies or past activities to address climate change.
 - b. A summary of the proposed program description, timeline and expected outcomes with the following components:
 - Proposed project goals and purpose.
 - A description of how your project will help to achieve the aforementioned three **goals** of this Building Regional Resilience program.
 - Specific tasks and anticipated timeline for activities the grant will fund.
 - Proposed metrics that will be used to evaluate the project's impact, for example: Plan or policy adopted by certain date; # community residents engaged; cost-benefit analysis completed for # adaptation measures.
 - Related city plans, policies or programs this project will help to develop or implement (e.g. element of general plan, climate action plan, local coastal plan)
 - c. A description of roles, responsibilities and qualifications of personnel critical to the project's success (key personnel at both the lead and collaborating organizations).
 - d. A description of your plan for community engagement.
 - e. A bulleted list of co-benefits this project will have for your agency or community.
3. **Additional required attachments** (not included in the seven page maximum):
 - a. A project **budget** with a brief narrative. Include total project cost, requested amount from The San Diego Foundation, and other secured, in-kind or anticipated funding.
 - b. Collaborations should include brief **letters of confirmation** from each partner.

Please submit your completed proposal including cover letter, narrative PDF and attachments to Kerri Favela at kerri@sdfoundation.org by noon on April 20th. Please include the name of the lead applicant in the file name of your PDF and attachments, and ensure all attachments do not total more than 10MB in size.

Relevant reference materials:

- [San Diego, 2050 is Calling. How Will We Answer?](#)
- [Climate Adaptation Knowledge Exchange \(CAKE\)](#) for adaptation case studies
- Other Foundation-funded [research to understand the local implications of climate change](#)
- [City Resilience Framework](#) from 100 Resilient Cities and Rockefeller Foundation
- [Sea Level Rise Adaptation Strategy for San Diego Bay](#)
- [San Diego Multi-Jurisdictional Hazard Mitigation Plan](#) and [related climate change trainings](#)
- Statewide [CivicSpark](#) website or San Diego-based [CivicSpark project examples](#)
- [Urban Sustainability Directors Network's](#) Innovation Products, Tools and Strategies

About the review process:

Proposals will be reviewed by a committee comprised of staff from The San Diego Foundation and the Climate Collaborative, as well as volunteers from The San Diego Foundation's Climate Initiative Advisory Committee and/or the San Diego Regional Disaster Fund Board. The committee will evaluate proposals based on relevance to the goals and preferences listed above, as well as merits presented in answering the proposal questions. The committee will adhere to a strict conflict of interest policy and other internal controls to ensure that grant funding is distributed in an objective manner based on the merits of each proposal. The Committee will submit final recommendations to The San Diego Foundation's Board of Governors for final review and approval.

Interested but need more information? Not sure whether to apply? Want to find other local government or nonprofit partners for your project? Join us for a grantseekers webinar on Monday, March 2nd from noon to 1pm. Foundation and/or Climate Collaborative staff will also be available by appointment to answer questions or discuss proposal ideas. Please contact kim@sdfoundation.org to sign up for either.

For more information or any questions, contact:**Nicola Hedge**

Director, Environmental Initiatives
The San Diego Foundation
619.235.2300
nicola@sdfoundation.org
2508 Historic Decatur Rd, Ste 200
San Diego, CA 92106

Laura Engeman

Manager
San Diego Regional Climate Collaborative
949-361-8929
lengeman@sandiego.edu

Thank you!

This grant cycle and other projects of The San Diego Foundation's Climate Initiative would not be possible without ongoing guidance from volunteers on the [Climate Initiative Advisory Committee](#), as well as generous support from philanthropic partners such as the Kresge Foundation, Qualcomm Foundation, Marisla Foundation, Engel Family Fund, Bank of America, and Blasker-Miah Rose Fund, as well as other individual donors and partner organizations.



Building Regional Resilience – Frequently Asked Questions (FAQs)

The below summarizes responses to frequently asked questions we have received regarding the grant opportunity. For complete information about the grant opportunity and application instructions, please refer to the grant guidelines available here: <http://www.sdfoundation.org/Grants/GrantOpportunities.aspx>

FAQs

1) Our organization did not submit a Letter of Interest (LOI). Can we still submit a full proposal?

Yes, you can still submit a proposal even if you did not submit an LOI. LOIs were encouraged but not required. LOIs helped us to gauge the level of interest and inform planning for the review process. Hopefully, working on an LOI also helped some interested parties get an early start on project ideas. Full proposals are due April 20th.

2) We submitted an LOI. How can we get feedback?

If you submitted an LOI and are interested in submitting a proposal, please feel free to do so. Given they were not required, LOIs will not be used to screen eligibility to submit a proposal. Additionally, you may submit a proposal that deviates from the project proposed in your LOI. Given the number of LOIs received (22), we cannot provide individualized feedback on each LOI but have created these FAQs to help facilitate broad and consistent feedback to interested groups. If you still have questions, we are happy to answer questions by email or schedule a brief call with you. Please follow up with Nicola Hedge (nicola@sdfoundation.org) if you would like to do so.

3) How long should my proposal be?

Per the grant guidelines, the proposal has several components: (1) a cover letter (which requires the same information as the LOI), (2) a PDF narrative answering several key questions, (3) a project budget, and (4) letters of collaboration. Please keep the PDF narrative to between 3-7 pages. While seven pages is the maximum length for the narrative section, we appreciate your ability to be succinct.

4) I have some questions as I'm developing my proposal. Who do I contact?

Please contact Nicola Hedge, Director of Environmental Initiatives with The San Diego Foundation at 619.235.2300 or nicola@sdfoundation.org. Additionally, Laura Engeman, Manager of the San Diego Regional Climate Collaborative is also available to answer questions about the Climate Collaborative, CivicSpark or the proposal in general at 949-361-8929 or lengeman@sandiego.edu.

5) How much funding is available? How many LOIs were submitted? How many proposals do you anticipate funding?

Twenty-two separate LOIs were submitted. We are excited to see the level of interest in this topic, though it does mean that funding available will be less than the community need/interest. Per the grant guidelines, approximately \$200,000 is currently available. The typical size of grants through other environment-related programs has been in the \$20,000-\$50,000 range. Projects that reach multiple local governments or public agencies and/or fund multiple organizations are more likely to be considered up to a maximum of \$100,000. We hope to make 3-5 grants, but will prioritize projects on a merit basis.

6) We are a nonprofit and are submitting a proposal in collaboration with a local government or public agency. How do we fulfill the criteria to show “strong evidence of collaboration with local government(s) or public agency(ies)”?

As with many challenges facing our region, dealing with climate change impacts will require cross-sector collaboration. As such, the lead applicant must be a local government (city or county) or public agency serving within San Diego County and collaboration with other agencies, community-based organizations or nonprofits is highly encouraged. A nonprofit, however, may lead an application if there is strong evidence of collaboration with local government(s) or public agency(ies), including letters of commitment to confirm their partnership. As was presented in the informational webinar in early March, collaboration can be demonstrated by:

- Letters of commitment with specific actions or resources cities/agencies are contributing to the project
- Evidence the local government/public agency is committed to using the project deliverables to inform specific planning/policy actions, and/or
- Cities/agencies are clearly involved in project oversight or decision-making

Please note, proposals without cities/public agencies as a lead or without strong, demonstrated collaboration with local government/public agencies will not be considered at this time.

7) How will proposals be scored?

Proposals will be evaluated based on relevance to the goals and preferences listed in the guidelines, as well as merits presented in answering the proposal questions. Please reference the grant guidelines to ensure that your proposal answers all required questions and includes the required elements. In case it helps you focus your time and effort, general sections for scoring will approximately include the following (out of 100):

- 30pts - Strength of project **relevance to grant program goals** (see goals listed on page 1 of guidelines)
- 30pts - How **feasible** is it the project will be completed and have an impact on building regional resilience to climate change? (i.e. answers to question 2(b) as listed on page 3 of the guidelines)
- 15pts - What is the **organizational capacity** of the lead organization and collaborating partners? (i.e. answers to questions 2 (a), 2 (c) and 2 (e) as listed on page 3 of the guidelines)
- 10pts – Strength of **community engagement and collaboration**. (i.e. answer to question 2(d) as listed on page 3 of the guidelines as well as any letters of collaboration)
- 15pts – Is the **budget** appropriate and what is the likelihood to **leverage further resources**?

Per the guidelines, projects that do not include a local government or public agency as a lead, or have strong evidence of collaboration with local government(s) or public agency(ies) will not be considered at this time.

8) Who will be reviewing these grants?

Per the guidelines, proposals will be reviewed by a committee comprised of staff from The San Diego Foundation, [Climate Collaborative](#), [Climate Education Partners](#), 1-2 volunteers from The San Diego Foundation’s [Climate Initiative Advisory Committee](#), as well as other relevant community experts. The committee will adhere to a strict conflict of interest policy and other internal controls to ensure that grant funding is distributed in an objective manner based on the merits of each proposal. The Committee will submit final recommendations to The San Diego Foundation’s Board of Governors for final review and approval.

9) We plan to submit a proposal. When will we hear if we received funding? Please reference the timeline included in the grant guidelines. The only update is grants will be announced by the first week in June (not week of May 18).

10) Will a site visit or interview be required? Please keep in mind if your organization is a top candidate we may request a brief interview in mid-May, if additional information is needed. Exact dates/times to be confirmed.

San Diego, 2050 Is Calling.

HOW WILL WE ANSWER?



FACING THE FUTURE:

How Science Can Help Prepare San Diego Regional Leaders for Climate Change

To my friends and colleagues:

We are proud of our quality of life. Beaches, mountains and deserts – our region is unique. Our natural environment defines us, drives our economy and makes us one of the world's most livable places.

And we value innovation. *Forbes* magazine recognized San Diego as one of the most inventive places in the world.

We can't assume future generations will inherit our high quality of life unless San Diegans take a vital leadership role today.

San Diego, 2050 Is Calling. How Will We Answer? underscores the challenges from a changing climate... affecting our temperate climate, precious resources, natural areas and regional economy. The evidence is clear, and our Convention Center, cities and county, regional agencies and businesses are planning now.

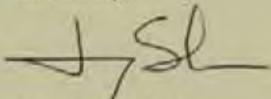
Eight out of 10 people believe climate change is happening. Working together with experts and community leaders, we are finding solutions and preparing for a changing climate so we *can* sustain the quality of life and vibrant economy we value.

With places like the world-renowned Scripps Institution of Oceanography, there is already a strong community of diverse leaders and stakeholders to help us prepare.

As a former San Diego mayor, and current CEO of the San Diego Regional Chamber of Commerce, I invite you to read this report, study the information and join this climate community so that you, too, will be part of the solution to protect the quality of life we value.

Together, San Diegans can lead the way in planning for a changing climate and sustaining our economy while preserving San Diego County's spectacular natural beauty, not just for today, but for generations to come.

Sincerely,



Jerry Sanders

President and CEO, San Diego Regional Chamber of Commerce





People Agree: San Diego's Climate Is Changing

Ninety-seven out of 100 global climate scientists agree that climate-warming trends over the past century are very likely due to human activities. The American Association for the Advancement of Science, a leading scientific organization, states: "Human-induced climate change requires urgent action. Humanity is the major influence on the global climate change observed over the past 50 years. Rapid societal responses can significantly lessen negative outcomes."

Recent public opinion surveys have found that an overwhelming majority – 84% – of San Diego County residents believe climate change is happening, and almost as many expect the impacts to affect them, their families and future generations. This report is meant to provide those who live, do business and govern in our region with up-to-date scientific understanding of how the impacts of climate change are likely to affect our region and how regional leaders are already responding to those impacts. Better understanding can help us, individually and collectively, decide which paths will define the kind of future we want to create.

ABOUT THE SCIENCE

Information for this report was provided by a group of more than 40 multidisciplinary experts from local universities, governments, public sector agencies, nonprofits and private sector organizations throughout the San Diego region. Working together, these experts collected the most up-to-date science based on historical data and current trends, as well as complex models that project the various impacts of climate change expected in the region related to extreme weather events, water supply, wildfires, natural resources and public health.



Contributing scientists from Scripps Institution of Oceanography overlooking Scripps Pier: (L-R) Dr. Alexander Gershunov, Dr. Charlie Kennel, Dr. Michel Boudrias, Dr. Dan Cayan and Dr. Kristen Guirgis

84%

OF SAN DIEGO COUNTY RESIDENTS BELIEVE CLIMATE CHANGE IS HAPPENING



ABOUT "2050 IS CALLING"

This report is part of an effort by the Climate Education Partners (CEP) to develop and implement a climate change education plan for the San Diego region. CEP is working with local expert scientists, educators and a wide range of community leaders, helping San Diegans learn more about, prepare for and respond to the impacts of a changing climate. CEP operates with the understanding that together we can sustain our region's quality of life, economic vibrancy and spectacular natural beauty, not just today, but for all future generations.

To learn more about the research behind this report, visit: www.sandiego.edu/2050.

WHY 2050?



Plaza de Panama, Balboa Park

2050 is not as far away as you think. It's less than four decades away – around the time many children today will have become parents themselves, or some even grandparents. The impacts we expect by mid-century will be the result of our actions over previous decades. Change does not happen overnight. Decisions we make today will affect how well our children are able to cope with the impacts of climate change a few decades from now. **Unless our priorities shift toward reducing emissions of heat-trapping gases and managing the risk of climate change, these impacts are projected to continue to worsen for our children and their children after the year 2050.**

“Taking care of our environment is not just good for our health and quality of life; it also strengthens our economy. Together, we are working with leaders throughout our region who understand the importance of investing in more energy-efficient technology to create high-quality jobs and expand business opportunities in San Diego County. We can put people to work while having a clean and healthy environment.”

Kevin Faulconer, Mayor, City of San Diego
Todd Gloria, Council President, City of San Diego

ACTING NOW VERSUS WAITING

In the absence of more comprehensive action to reduce carbon pollutants and prepare for the changes that are coming, heat-trapping gas emissions are projected to continue increasing over time, making the impacts of climate change more severe. If we choose not to act, the economic costs we will pass down to future generations could include:

- ▶ **Damage to and loss of coastal property and storm and wastewater infrastructure** due to coastal flooding, including homes, businesses and recreational areas
- ▶ **Reduction in regional agriculture and business activity** from potential water supply shortages
- ▶ **Loss of tourism** due to polluted coastal waters and beach erosion
- ▶ **Diminishing benefits that nature can provide us**, such as clean air and water
- ▶ **Costly damage** to homes, businesses and community facilities such as hospitals and schools
- ▶ **Increased costs to taxpayers** to pay for negative health impacts, such as poor air quality, heat-related respiratory ailments and heatstroke

What actions are we taking today? ▶

Local Climate Action Leadership Is Already Under Way

An unprecedented number of local governments and public agencies in the region are working with nonprofits, businesses, communities and philanthropic institutions, such as The San Diego Foundation and Qualcomm Foundation, to address climate change and ensure the ongoing vitality of our economy and environment.

- ▶ **All 19 local governments** (18 cities and the County of San Diego) have performed greenhouse gas emissions inventories.
- ▶ More than half of these local governments are working on or have adopted **Climate Action Plans** to reduce those emissions.
- ▶ The **County of San Diego** is working to minimize the harmful impacts of climate change to our region in the next update of the regional FEMA-approved Hazard Mitigation Plan.
- ▶ Collaboratively, the **Port of San Diego**, its five member cities and the **San Diego County Airport Authority** worked with ICLEI-USA, a national network of local governments, to develop a plan for adapting to sea level rise in the San Diego Bay.
- ▶ The **San Diego County Water Authority**, a leader in the nation in dealing with climate change given our reliance on imported water and its importance to our economy and quality of life, is one of the few metropolitan water agencies nationwide working with climate scientists to integrate climate change projections into our region's future water supply and demand planning.
- ▶ The **San Diego Association of Governments (SANDAG)** has produced the first-ever regional Sustainable Communities Strategy with goals and strategies to reduce how many miles San Diego residents drive, reducing one of the region's largest sources of heat-trapping gas emissions that contribute to climate change.
- ▶ The **Tijuana River National Estuarine Research Reserve** is leading a collaborative climate change adaptation project in the Tijuana River Valley, which contains one of the largest intact coastal wetlands in Southern California, to increase resilience to rising sea levels and coastal flooding into the future.
- ▶ The **Climate Collaborative – San Diego Region** was established as a partnership between public agencies, San Diego Gas & Electric, academia, philanthropy, nonprofit organizations and community leaders, several of which are listed here, to facilitate collaboration among local leaders to preserve our quality of life through a strong economy and healthy environment.

Chula Vista Marina, South Bay

Chula Vista was the first city to plan with sea level rise in mind, putting its comprehensive Climate Action Plan into place.



San Diegans Believe a Strong Economy and a Healthy Environment Go Hand in Hand

Climate Education Partners conducted interviews with regional leaders across San Diego and learned that the number one concern among leaders is a strong economy.



77% of San Diego County voters believe that we can have a clean environment and a strong economy at the same time without having to choose one over the other.



72% of San Diego County voters believe that the San Diego region should take a leadership position in setting goals for reducing greenhouse gas emissions.



In the San Diego region, there was a **46%** increase in jobs in the clean economy sector from January 2010 to January 2011.



Venture capital investments in clean technology in 2012 in the San Diego region increased **80%** from 2011, totaling \$340 million.



"As a Port Commissioner and a business and real estate attorney, I am hopeful that our region will address the important potential risks and economic losses we may face with more frequent and extensive flooding along our coast. With this in mind, the Port has been working with our bayfront cities, the San Diego Airport Authority and the Navy to identify actions we can take – and are already taking – to make our coastline more resilient to coastal flooding in the future."

Rafael Castellanos

Commissioner, Unified Port of San Diego, and Partner, Solomon Minton Cardinal Doyle & Smith LLP



"As one of the most innovative regions in the world, we know that our role in addressing climate change will position San Diego to capitalize on our strong and sustainable business and economic development practices."

Mark Cafferty

President and CEO, San Diego Regional Economic Development Corporation



"Low-income communities will disproportionately bear the burdens of hotter weather and other climate impacts. They have less access to services and adequate health care, and suffer the most from a weaker economy. By working together to address climate change impacts and investing in clean and efficient energy use and public transit, we can help create new job opportunities that ensure both a strong economy and healthy environment, and ensure better access to resources necessary to prepare for climate change impacts."

Diane Takvorian

Executive Director, Environmental Health Coalition

Regional Leadership and Innovation for a Strong Economy and Healthy Environment



Qualcomm has aggressively worked to increase energy efficiency in its California facilities. In 2012, Qualcomm implemented energy efficiencies that reduced the emissions from heat-trapping gases by **8,712 metric tons**, which is the equivalent of taking **1,815 cars off the road for a year**. Qualcomm was also awarded the “Clean Transportation Award” from San Diego Gas & Electric for the installation of 17 electric vehicle charging stations.

“Qualcomm has a strong commitment to corporate sustainability. It helps us achieve our triple bottom line, which means saving money for the benefit of our shareholders, protecting our environment and ensuring the health and quality of life for our employees.”



Steve Mollenkopf
Chief Executive Officer, Qualcomm Incorporated



The San Diego Convention Center was recently **LEED Silver Certified by the US Green Building Council**. Its efforts to promote “green meetings” have earned the Convention Center multiple recognitions including the American Lung Association’s Clear Air Circle Honoree, Professional Convention Management Association’s Environmental Leadership Award and the State of California Waste Reduction and Conservation of Natural Resources Award.

“Our facility began implementing sustainable business practices more than 20 years ago, and we’re proud to be an environmental leader in our industry. Our entire team is committed to minimizing waste, reducing energy and water use, composting food waste and purchasing environmentally sustainable products, which has earned our building a LEED Silver Certification. Every day is Earth Day at the San Diego Convention Center.”



Carol Wallace
President and CEO, San Diego Convention Center Corporation



From 2008 to 2012, **Life Technologies**, a global biotechnology company headquartered in Carlsbad, has successfully reduced its energy use by **22%**, water use by **52%**, hazardous waste by **13%** and CO₂ emissions by **21%**.

“Over the past 10 years, Life Technologies, now part of Thermo Fisher Scientific, has become 50 percent more energy-efficient while our business has grown. Continuously improving our energy productivity – enabling better management of our resources – is a hallmark of our sustainability strategy. As a result of our energy conservation efforts, we have reduced our environmental impact while delivering a strong financial return. We know sustainability is really just smart business.”



Cristina Amorim
Chief Sustainability Officer, Life Technologies Division of Thermo Fisher Scientific

IMAGINE 2050

OUR PROMISE TO OUR REGION'S FUTURE GENERATIONS

Imagine a future where our children and grandchildren are able to enjoy pure air and crystal-clean water. Where our precious natural resources are protected, tourism is booming and the regional economy is vibrant. Where everyone can enjoy easy access to the beautiful outdoors. Where our beautiful 70 miles of coastline are intact and enjoyed by all. Without local leadership and collaboration to prepare for the impacts of climate change, this future may not be a reality. We can all agree that now is the time to work together to protect our children's and grandchildren's quality of life in the San Diego region.

"We want to be sure our children and their children can enjoy the same strong economy and healthy environment



we enjoy today. Working together on these important climate change impacts, we can fulfill this promise for all future generations."

Tony Young

Former President, San Diego City Council,
and Former CEO, American Red Cross
San Diego/Imperial Counties Chapter



WHAT DOES THE SCIENCE SAY ABOUT THE CLIMATE WE MAY FACE IN 2050?

We are already seeing changes in our local climate. These changes are expected to become more unpredictable and often more pronounced by mid-century. Changes in temperature and in rainfall patterns in our region are the driving forces affecting all other major impacts of climate change, such as water resources, coastal flooding, wildfires, threats to wildlife and even public health. The expected impacts of climate change are summarized here and described in more detail on pages 8-19, keyed to the icons below.



TEMPERATURE & PRECIPITATION

We expect to experience hotter and more humid heat waves and less frequent but more intense rainfall.

OUR CHANGING CLIMATE WILL AFFECT OUR NATURAL RESOURCES AND QUALITY OF LIFE IN MANY WAYS:



WATER RESOURCES

Warming, compounded by less frequent precipitation, will worsen droughts and threaten our imported and local water sources.



COASTAL FLOODING

Extreme high tides and winter storms magnified by sea level rise will result in more frequent and widespread coastal flooding.



WILDFIRES

Wildfire seasons may be longer and more extreme, with warming temperatures, drier soils and vegetation and less frequent rains.



NATURE'S BENEFITS

Our beautiful coastlines and beaches and our region's unique plants and animals, along with the benefits they provide San Diegans, will be threatened.



HEALTH

More extended heat waves and less nighttime cooling will put our health at risk.



TEMPERATURE & PRECIPITATION

We expect to experience hotter and more humid heat waves and less frequent but more intense rainfall.

The science and why it matters:

- In the next 40 years, global temperatures could increase twice as fast as they have in the last 40 years; San Diego regional temperature increases are expected to exceed this trend.
- We expect to experience more days of extreme high temperatures each year, and heat waves could be longer and more humid with less cooling at night.
- We expect to experience less frequent but more intense rainstorms, with heavy flood events like that of December 2010 in Mission Valley becoming more common.

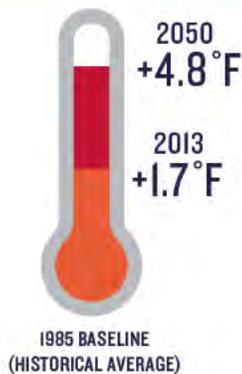
A word from the scientists

"Actions we take now to reduce emissions of heat-trapping gases can slow warming in 2050 and beyond. In fact, what leaders at all levels decide to do in coming years will determine the climate and quality of life that our children and grandchildren inherit."

Margaret Leinen, PhD
Director, Scripps Institution of Oceanography, UC San Diego



ANNUAL AVERAGE TEMPERATURE IS INCREASING AND WILL CONTINUE TO INCREASE BETWEEN NOW AND 2050:



WE EXPECT TO SEE CHANGES IN OUR REGION'S PRECIPITATION PATTERNS:



16% FEWER RAINY DAYS



8% MORE RAINFALL DURING THE BIGGEST RAINSTORMS

Perspectives from local leaders:

"The San Diego region has become a national model for addressing the challenges of climate change. We have done so by forging an unprecedented collaboration of a wide range of diverse experts and community leaders, working together to sustain the special quality of life and economic vibrancy San Diegans value."

Ron Roberts

Supervisor, San Diego County Board; Chair, San Diego County Air Pollution Control Board; and Member, California Air Resources Board

"Communities like Imperial Beach, National City, La Mesa and Solana Beach have already taken action to encourage walking and biking. This helps reduce our driving and also makes our communities safer, healthier and more livable. All of the cities across our region can follow their lead."

Elyse Lowe

Deputy Executive Director, Circulate San Diego

"In our region and across California, we are taking steps to make our transit system cleaner, with expanded use of alternative and renewable fuels. That's our way of working together for our community's health and the future of our region."

Paul Jablonski

Chief Executive Officer, Metropolitan Transit System



America Plaza Trolley Station

Answering the call: opportunities for regional leaders

Since heat-trapping gases are generated locally from a variety of human actions, we can do our part by reducing emissions at home and across the San Diego region. Reducing emissions will alter the speed and severity of changes ahead.

- Reduce the number of miles we drive, utilize more fuel-efficient and electric cars and use lower-emission fuels.
- Improve the connectivity of our transit systems so San Diegans and visitors are more able to rely on public transportation and drive less.
- Implement "smart growth" principles to make communities more walkable, compact and climate-friendly.
- Encourage and adopt measures to make buildings and communities more resource-efficient through energy efficiency, water conservation, waste reduction, and generation and use of renewable energy.

Warming, compounded by less frequent precipitation, will worsen droughts and threaten our imported and local water sources.

The science and why it matters:

- Our water demand is expected to increase 46 percent by 2035 due to our growing population, rising temperatures, longer intervals without rain and increased evaporation from the soil and water reservoirs.
- Local water supplies will be under stress from more intense and frequent drought, as well as from more evaporation and increasing water demand due to rising temperatures.
- Water availability from both the Sierra Nevada (via the State Water Project) and the Colorado River will also be under more stress from warming temperatures and more extended droughts that reduce the amount of snowpack and river flow.
- The potential for diminished water availability from imported water sources will increase the need to meet regional water demands through new local supply development such as water reuse and seawater desalination, as well as increase the need to stretch available supplies through efficient water use practices.

A word from the scientists

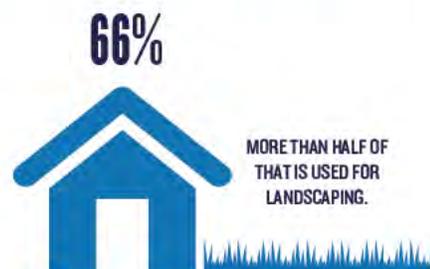
“Our history is written in water, not ink. Our future prosperity depends upon a stable and secure water supply, which is increasingly imperiled from climate change and growing demand. In coming years, we will need to take much more aggressive action to expand water conservation, recycling and storage.”

Charlie Kennel, PhD
 Professor and Director Emeritus, Scripps Institution of Oceanography, UC San Diego, and Former Director, Mission to Planet Earth, NASA



WARMER TEMPERATURES MEAN LESS SNOWPACK AND GREATER EVAPORATION. SCIENTISTS ARE EXPECTING A 12% DECREASE IN THE RUNOFF AND STREAMFLOW THAT IS REPLENISHING OUR MAJOR WATER SOURCES.

RESIDENTIAL USE MAKES UP 66% OF TOTAL WATER DEMAND IN SAN DIEGO





Perspectives from local leaders:

"We recognize that climate change could have substantial impacts on the reliability of our region's water supply, and we have incorporated adaptation strategies into our region's long-term water management plan. Our strategy to diversify our water supply sources – through conservation, water transfers, recycling, seawater desalination, and storage and conveyance projects – is providing our region with increased protection from climate-related impacts such as droughts."

Maureen Stapleton

General Manager, San Diego County Water Authority

"Our region's farming economy – which contributes \$5.1 billion annually – has already seen the impacts of diminishing water supplies and increasing water costs. Some farmers have destroyed avocado trees to reduce costs. Our ability to produce locally grown food and sustain our region's fifth largest industry will depend on how well we invest in and safeguard our water supplies in coming years."

Julie Walker

President, San Diego County Farm Bureau, and Co-Owner/
Founder of Obra Verde Growers in Valley Center

Olivenhain Dam and Reservoir

Answering the call: opportunities for regional leaders

- Adopt water-efficient irrigation practices and switch to drought-tolerant landscaping and agriculture.
- Promote water conservation and avoid wasting water.
- Expand water storage and reuse to reduce our reliance on imported water.
- Find ways to reduce the energy used and cost associated with water recycling and seawater desalination as part of the effort to diversify and increase our water supply.
- Take climate change impacts into account when developing long-term city and county water supply and land use plans.
- Identify ways to facilitate the wider adoption of local water supply projects such as water recycling, potable reuse and seawater desalination.





COASTAL FLOODING

Extreme high tides and winter storms magnified by sea level rise will result in more frequent and widespread coastal flooding.

The science and why it matters:

- With higher sea levels and occasional heavy winter storms, our shoreline communities will be more vulnerable to beach loss and coastal cliff erosion.
- Sea level in our region is expected to rise nearly three times faster between now and 2050 than it did in the prior half century.
- In some parts of our region, we could see what is currently defined as a 1-in-100-year extreme coastal flood occur on an annual basis by 2050.
- We will face greater likelihood of costly damage to coastal homes and businesses, as well as the port and airport, naval bases, highways and railroad tracks.

A word from the scientists

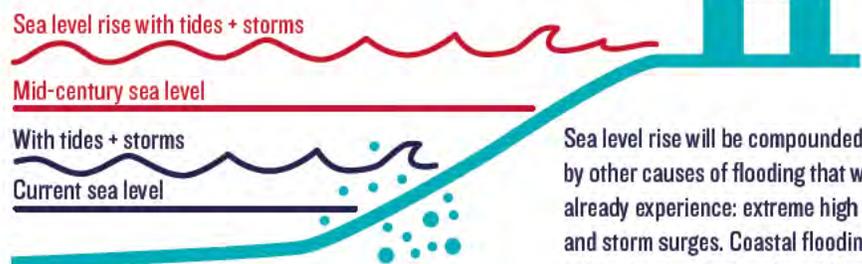
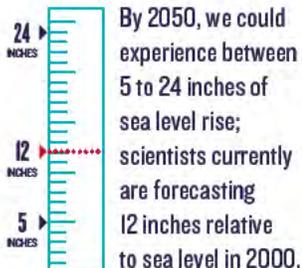
"The largest sea levels and impacts will probably occur when large winter storms coincide with high astronomical tides, especially during El Niño conditions. Low-lying areas such as Imperial Beach, Coronado, downtown San Diego, La Jolla Shores, Del Mar and the Oceanside Harbor appear to be particularly vulnerable. Enhancing coastal resilience will require sustained monitoring and scientific investigation along with strong coordination that includes our local jurisdictions and public agencies."

Dan Cayan, PhD

Research Meteorologist, Scripps Institution of Oceanography, UC San Diego, and Oceanographer, Water Resources Division, U.S. Geological Survey



HOW WILL SEA LEVEL RISE AFFECT COASTAL FLOODING?



Sea level rise will be compounded by other causes of flooding that we already experience: extreme high tides and storm surges. Coastal flooding will lead to further beach and bluff erosion as well as runoff and drainage problems from intense storms.



Perspectives from local leaders:

"Working together with our community, scientists and experts, the City of Chula Vista demonstrated its leadership by becoming the first city in our region and one of the first cities in the nation to adopt a Climate Action Plan that contributes to our efforts to make our city more resilient and better prepared for a sustainable future."

Cheryl Cox
Mayor, City of Chula Vista

"The Navy is assessing the threats from coastal flooding and other climate change impacts to our facilities and operations to identify cost-effective measures to strengthen the resilience of our installations, update local response plans, maintain mission readiness and ensure we're always ready to help our neighbors."



Rear Admiral Patrick Lorge
Commander, Navy Region Southwest

Living Coast Discovery Center, Chula Vista

Answering the call: opportunities for regional leaders

- Discuss risks, costs and benefits of developments in flood hazard zones.
- Incorporate expected sea level rise into community planning and structural design requirements to protect coastal property and infrastructure in flood hazard zones.
- Protect existing and build new natural buffers, such as wetlands, to protect our coastline from flooding.
- Install green infrastructure, such as bioswales, around buildings and other paved areas to manage storm water and reduce flooding and pollution.
- Proactively coordinate efforts across flood hazard zones to balance what may be competing priorities for residents, businesses and entire communities.



*La Jolla Shores Beach & Tennis Club
Photo by Alexander Gershunov*

According to a study by Climate Central:

\$1.5 billion

of real estate in San Diego County is less than 3 feet above the local high tide line and thus at increasing risk from coastal flooding.

Wildfire seasons may be longer and more extreme, with warming temperatures, drier soils and vegetation and less frequent rains.

The science and why it matters:

- A hotter and drier climate, along with less frequent rainfall, will increase the frequency and severity of droughts and could alter fire fuel conditions in ways that promote larger, more catastrophic fires.
- The fire season may be longer and less predictable, putting more homes, firefighters and natural lands at risk for longer stretches of time.
- If current land use and development patterns continue, the economic cost of wildfires will continue to increase; these costs include a need for increased firefighting resources and the cost of rebuilding affected homes, businesses and infrastructure.
- We may also suffer from a higher number of poor air quality days as a result of more frequent and larger fire events.

A word from the scientists

"It's too easy to forget that wildfires have already extracted a huge cost in our region in the last decade. We can reduce future costs and safety risks by keeping new housing within existing urban areas, reducing fire-loving, non-native plants and devoting adequate firefighting resources to quickly control wildfires."

Matt Rahn, PhD
 Director, Wildfire Research Center, San Diego State University, and Associate Professor, UC Merced

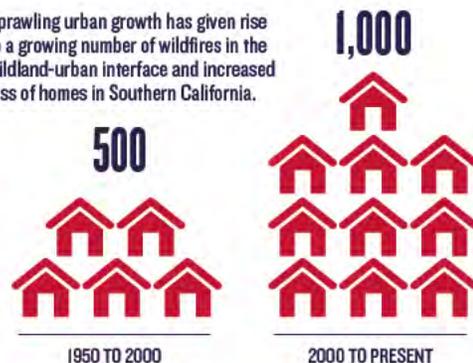


THREE OF CALIFORNIA'S 10 LARGEST WILDFIRES WERE IN SAN DIEGO COUNTY AND BURNED 646,661 ACRES



HOMES LOST ANNUALLY TO WILDFIRES IN SOUTHERN CALIFORNIA

Sprawling urban growth has given rise to a growing number of wildfires in the wildland-urban interface and increased loss of homes in Southern California.



The wildfires of 2003 and 2007 together cost more than **\$4.5 BILLION** in damages and incalculable indirect costs in lost workdays, business shutdowns and decreased tourism.



Perspectives from local leaders:

“While fighting wildfires is inherently dangerous, the construction of more homes in more remote locations makes it even more challenging and costly to protect lives and prevent property loss while safeguarding our firefighters. As wildfire conditions worsen in coming decades, we need to better integrate fire risk assessment into our land use planning decisions along and near the wildland-urban interface.”



Thom Porter
Assistant Region Chief (formerly San Diego Unit Chief),
CAL FIRE Southern Region

© John Gibbins/U-T San Diego/ZUMAPress.com

Scripps Ranch, Cedar Fire of 2003

Answering the call: opportunities for regional leaders

- Maintain up to 100 feet of defensible space near homes and other structures.
- Encourage and adopt fire-resistant building design, materials and landscaping.
- Direct new development and redevelopment toward existing urban areas in order to avoid developing more homes and businesses in outlying, fire-prone areas.
- Encourage coordinated and centralized regional firefighting information that stays up-to-date on wildfire risks worsened by climate change, with special attention to how and where fires start.
- Ensure that firefighting resources are commensurate with the elevated risk the region will face.

- ▲ The term “wildfire” has become a misnomer. Large wildfires frequently threaten homes, businesses and lives, shifting the focus to structure defense. Simultaneously, a new paradigm is emerging, we are witnessing a dramatic shift in the frequency and intensity of wildfires due to a variety of factors, most of which are human-caused. As our population grows, decisions on developing and managing the wildland-urban interface will determine our vulnerability and the risks imposed on our firefighters.

Our beautiful coastlines and beaches and our region's unique plants and animals, along with the benefits they provide San Diegans, will be threatened.

The science and why it matters:

- Rising sea level will encroach on our existing wetlands, reducing their capacity to buffer storms and filter storm water runoff.
- Rising temperatures and changes in rainfall patterns may occur much faster than plants and wildlife are able to adapt, threatening the survival of some species.
- Our current conserved lands may not be sufficient to enable native wildlife to adapt to climate changes.
- The year-round benefits that the outdoors provide to our health and well-being, such as reducing depression, alleviating stress and encouraging exercise, may be diminished.

A word from the scientists

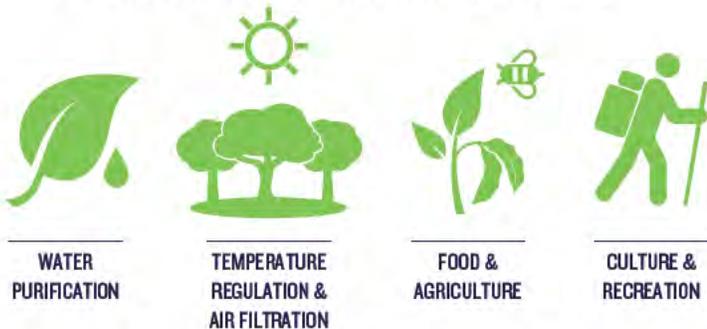
"Climate change will bring growing impacts to our region's wildlife, as well as the waters and lands that sustain all San Diegans. The San Diego Zoo's Institute for Conservation Research is now working with local wildlife officials and conservation organizations to better protect natural lands and resources for future generations."

Joan Embery
Conservation Ambassador, San Diego Zoo Global



WHAT ARE NATURE'S BENEFITS?

Humans benefit from the many resources and natural processes that are supplied by healthy, functioning ecosystems.



Our Greater San Diego Vision found one of the four core values that people cherish across the region is the opportunity for enjoyment of the outdoors with family and friends.



Agua Hedionda Lagoon, Carlsbad



Perspectives from local leaders:

"We are already taking steps to conserve and restore the lands along our rivers, streams and reservoirs, to protect our vital drinking water supplies that people, plants and animals all need. We must continue, as well as increase, these efforts, not just for today, but for all future generations – after all, this is our legacy."

Scott Peters

Congressman, US House of Representatives, CA-52

"Climate change has already begun to transform the places where we live. We pride ourselves on the fact that 45% of the land in San Diego County is open space. It is critical that we continue to plan for these spectacular natural areas and resources so they are healthy and resilient enough to cope with this great threat to our natural systems."

Michael Hager, PhD

President and CEO, San Diego Natural History Museum



Torrey Pines State Beach

Answering the call: opportunities for regional leaders

- Protect and preserve the health of our coastal wetlands and river habitats that filter polluted runoff, keep our coastal waters swimmable and are home to thousands of plants and animals.
- Steward our region's globally unique and diverse wildlife for future generations to enjoy.
- Continue developing an interconnected network of nature preserves across a variety of landscapes in our binational region to enhance nature's resilience to climate change and protect nature's essential benefits of clean water, clean air, high-quality food and a healthy lifestyle.
- Use more native, drought-tolerant plants in landscaping and farming while actively monitoring and controlling invasive species to strengthen resiliency to drought.

- ▲ Climate change threatens the iconic beaches of San Diego. A recent study by San Francisco State University economists found that, by 2050, San Diegans could lose 20% of Torrey Pines State Beach to flooding and erosion, resulting in annual losses of:

\$6.1 million

in recreation and habitat value

\$27.7 million

in tourism spending and local and state tax revenue

\$4.8 million

in beach sand replenishment



More extended heat waves and less nighttime cooling will put our health at risk.

The science and why it matters:

- Our elderly, children, low-income residents and the chronically ill are at highest risk from the health impacts of climate change.
- Extreme high temperatures and extended heat waves have historically caused heat-related illness and death and may do so more frequently.
- While air quality across the San Diego region has improved since the '70s and '80s, future poor air quality from wildfires and days of high ozone pollution will increase respiratory and cardiac health problems for people with respiratory and chronic illness.
- Warming temperatures and wildfires are already affecting the populations and prevalence of rodents, mosquitos and other animals that carry and spread disease, potentially exposing San Diegans to more infectious diseases.

A word from the scientists

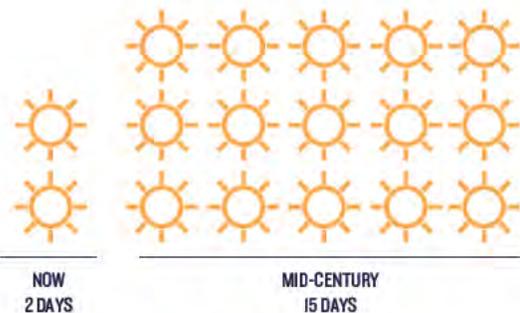
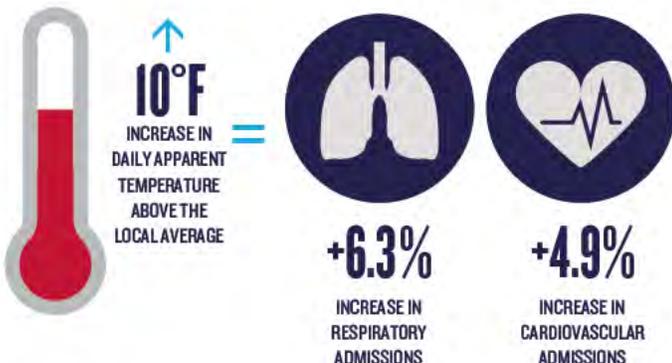
"With more extreme weather, we will see an increase in childhood asthma, infectious diseases and heat-induced heart failure. Our children and grandparents, as well as the chronically ill and people with lower incomes, will be most vulnerable."

Jenny Quintana, PhD
Associate Professor, Division of Environmental Health, San Diego State University



ONE STUDY MODELED THE HISTORIC IMPACTS OF INCREASING TEMPERATURES ON HOSPITALIZATIONS AND FOUND THAT:

BY 2050, SCIENTISTS EXPECT THAT WE WILL HAVE 7 TIMES AS MANY DAYS OF EXTREME HEAT PER YEAR THAN THE PRE-2000 HISTORICAL AVERAGE.





Perspectives from local leaders:

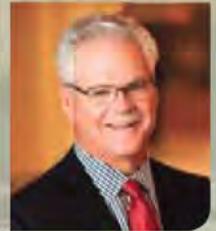
“We know that climate change will affect people’s health in our region. That’s why the County is working with the National Weather Service to better understand our local weather conditions and how to proactively respond to weather extremes to protect the health and well-being of all San Diegans.”



Wilma Wooten, MD, MPH

Public Health Officer, San Diego Health and Human Services Agency, County of San Diego

“There are significant health risks from extended heat waves, poor air quality and lack of rain that adversely impact our smog and ozone levels. During heat waves, wildfires and high pollution days, we may see more ER visits and hospital admissions across the county, particularly among individuals with respiratory ailments, such as asthma or chronic obstructive pulmonary disease. Those with respiratory ailments will need to take more precautions as conditions worsen – and will need to be aware of current emergency response efforts created for critical periods, not just as health care providers but with a community-wide response.”



Michael W. Murphy

President and CEO, Sharp HealthCare

Hidden Canyon Community Park, Carlsbad

Answering the call: opportunities for regional leaders

- Take expected health impacts into account when making and approving public health system and air quality improvement plans.
- Manage and restore natural areas in urban neighborhoods to increase shade; this can help cool buildings and paved pedestrian routes, as well as improve air and water quality.
- Ensure that hospitals and emergency responders have sufficient resources and are prepared to address the expected health impacts.
- Continue to improve early warning systems during heat waves, provide education about heatstroke symptoms and increase access to cooling centers and public swimming pools.
- Expand disease monitoring, educate the public on preventing the spread of disease, and improve emergency response for disease outbreaks.

OUR FUTURE, OUR 2050

“TOGETHER WE ARE CAPABLE OF GREAT THINGS!”



“Our mural was a team effort that began with drawing a city of buildings. As we started to paint, the city was transformed into a natural landscape with beautiful mountains, sunshine, plants and wild animals within a sustainable community. Together we are capable of great things, and if we take the steps to care for our region now, by 2050, San Diego will be transformed like our mural – full of blue skies, open green spaces, clean water and a bright future for all of us.”

Max Guinn
Founder, Kids EcoClub (age 13)

Inspired by the impacts of climate change on our region, Kids EcoClub joined together with artist and educator Patti Fox to facilitate student murals at 11 elementary, middle and high schools across the San Diego region and bring forth the students’ collective vision for our region in the year 2050. Across the county, students expressed concerns about water use, pollution, climate change and transportation, as well as immense optimism about their ability and their community’s ability to make a difference. The murals will be on display at the 2014 San Diego County Fair and the San Diego Museum of Natural History.



Students at Encanto Elementary School collaboratively created the mural above to illustrate their vision and hope for the future of our region.

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Climate Education Partners: (L-R) Scott Anders, Dr. Emily Young, Dr. Michel Boudrias, Steve Alexander, Dr. Mica Estrada and Dr. Nilmini Silva-Send

REVIEWS FOR

“SAN DIEGO, 2050 IS CALLING. HOW WILL WE ANSWER?”

“The information provided in the San Diego 2050 Report is timely and critical. It will help us face increasing challenges of climate change to our region’s economy and quality of life. Based on the latest science from our world-renowned Scripps Institution of Oceanography, this is a must-read for business and community leaders.”

Ash Israni
Chairman, Pacifica Companies



“We used the previous version of the 2050 Report to inform the Port of San Diego’s recently adopted Climate Action Plan. We look forward to using this update as an important touchstone as we continue the Port’s efforts to address climate change.”

Cody Hooven
Senior Environmental Specialist,
Port of San Diego



“We’ll definitely be referencing *San Diego, 2050 Is Calling* to understand and address the impacts of our region’s changing climate. We look forward to using it to catalyze important conversations and collaborations in transportation planning.”

Matthew Tucker
Executive Director, North County
Transit District



ABOUT CLIMATE EDUCATION PARTNERS

Climate Education Partners – San Diego Region (CEP) is a collaborative team of multidisciplinary experts from the University of San Diego, UC San Diego’s Scripps Institution of Oceanography, California State University San Marcos, The San Diego Foundation and The Steve Alexander Group. Climate Education Partners is developing a new model for educating high-profile decision-makers, community leaders and the general public in the San Diego region about climate science. This project is one of only six National Science Foundation projects being funded through the Climate Change Education Partnership (CCEP) program.

Climate Education Partners
SAN DIEGO REGION
For San Diego’s Future

ABOUT THE SAN DIEGO FOUNDATION

The San Diego Foundation is dedicated to improving the quality of life of communities across the San Diego region by providing leadership for effective philanthropy that builds enduring assets and by promoting community solutions through research, convenings and actions that advance the common good. Through Climate Education Partners, The Foundation’s Climate Initiative led the development of this report, which is an update of a prior report produced by The San Diego Foundation in 2008, *San Diego’s Changing Climate: A Regional Wake-Up Call*.



ABOUT THE NATIONAL SCIENCE FOUNDATION

This project is funded by the National Science Foundation (NSF) under award DUE-1239797. Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.



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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 15, 2015
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: RESOLUTION NO. 2015-7566 AFFIRMING THE FISCAL YEAR 2015/2016 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013

EXECUTIVE SUMMARY:

Resolution 2015-7566 is prepared to affirm the sanitary sewer service charge rates for Fiscal Year 2015/2016 as adopted in Ordinance 2013-1138. Ordinance 2013-1138 provided for an increase in the sewer service charge rates on average by 1.6% in Fiscal Year 2015/2016. The rate was based on the Sewer Service Charge and Capacity Fee Study [STUDY] dated February 20, 2013 prepared by Atkins. Staff's review of the Sewer Enterprise Fund revenue shows the revenue less than the expenditures for FY 2015/2016 and less than the STUDY estimate. Thus the 1.6% increase is necessary to not fall further behind in the revenue needs of the Sewer Enterprise Fund.

RECOMMENDATION:

Approve Resolution No. 2015-7566 affirming the 1.6% average increase in Sewer Service Charge Fee as approved in Ordinance 2013-1138 consistent with the STUDY dated February 20, 2013 prepared by Atkins.

RATIONALE:

In order to meet the Sewer Enterprise Fund revenue needs, the STUDY recommended the Fiscal Year 2015/2016 Sewer Service Charges be increased on average for all customer classes by 1.6%. Further, the STUDY estimated revenue is more than the revenues being received partially due to the loss of the Naval Outlying Field revenue which was approximately \$140,000 to \$160,000 per year.

OPTIONS:

- Adopt Resolution No. 2015-7566
- Receive and file the report from the City Manager, which would leave the sewer service charge fee unchanged from FY 2014/2015.
- Request additional information and an additional report

BACKGROUND:

The City operates and maintains a “stand-alone” sewer system. That is, there are no subsidies between the utility and other City funds. By viewing the utility on a “stand-alone” basis, the need to adequately fund both the operations and maintenance (O&M) and capital infrastructure must be balanced against the rate impacts on utility customers. City sewer system [UTILITY] collects and transports sewer waste water from properties within the City to the San Diego Metropolitan Sewer System for treatment and disposal. The UTILITY must generate funds in an amount sufficient to cover the ongoing cost of providing sewer services. The UTILITY is funded through a separate Sewer System Enterprise Fund. Chapter 13.06 of the Imperial Beach Municipal Code prescribes a sewer service charge to be billed to all residential and non-residential customers in the city limits of the City of Imperial Beach that discharge sewage into the sewer lines maintained by the UTILITY, or is considered by the San Diego Metropolitan Sewer System to be within the city jurisdiction.

In Fiscal Year 2012/2013, the City hired Atkins North America, a nationally recognized expert in sewer rates, to conduct a STUDY on the revenue needs for the Sewer Enterprise System to ensure that the City was objectively collecting sufficient revenue to safely and properly operate the enterprise sewer system, including collection, transportation and treatment. In compliance with Article XIID of the California Constitution and the Proposition 218 Omnibus Implementation Act, written notice was mailed to all sewer system customers in March 2013 that the City Council of the City of Imperial Beach at a Public Hearing on May 1, 2013, at 6:00 PM would consider an increase in rates for sewer service charges for Fiscal Year 2013/2014 through 2017/2018. The Public Hearing was held on May 1, 2013, and the City Council legally approved the Sewer Service Charges for Fiscal Year 2013/2014 through 2017/2018. In order to meet the revenue needs, the STUDY recommended the Fiscal Year 2015/2016 Sewer Service Charges be increased on average for all customer classes by 1.6%.

The STUDY estimated the revenue requirement for FY 2014/2015 to be \$4,318,592.

| | |
|---|-------------|
| The proposed FY 2015/2016 O&M budget is | \$3,978,927 |
| The proposed FY 2015/2016 CIP budget is | \$424,360 |
| The proposed FY 2015/2016 Capital Reserve budget is | \$250,000 |

| | |
|---|--------------------|
| TOTAL FY 2015/2016 ESTIMATED EXPENSE | \$4,653,287 |
|---|--------------------|

ANALYSIS:

At the beginning of FY2015, the Sewer Fund balance was \$3,369,809. This total doesn't include the liability to the Navy originally estimated at \$187,000, but is now believed to be much less. The adopted study established an operating reserve of \$2,000,000, leaving \$1,369,809 available for capital projects.

The table below estimates the Sewer Fund Balance (less operating reserve) for Fiscal Years 2015-2017.

| | FY2015 | FY2016 | FY2017 |
|------------------------|----------------|----------------|----------------|
| Beginning Fund Balance | \$ 1,369,809 | \$ 436,079 | \$ 285,387 |
| Revenue | \$ 4,154,000 | \$ 4,248,000 | \$ 4,315,488 |
| Operating Expense | \$ (3,921,162) | \$ (3,974,332) | \$ (3,987,317) |
| Net Operating Income | \$ 232,838 | \$ 273,668 | \$ 328,171 |
| CIP Expenditures | \$ (1,166,568) | \$ (424,360) | \$ (430,791) |
| Ending Fund Balance | \$ 436,079 | \$ 285,387 | \$ 182,767 |

Revenue projections in the STUDY \$ 4,255,184 \$ 4,318,592 \$ 4,382,096

At the end of FY2017, the fund balance available for capital projects is estimated at \$182,767. The STUDY recommends annual capital project expenditures at \$400,000, adjusted for inflation. At the current rates the Sewer Fund Net Operating Income is approximately \$300,000. The net operating income is not sufficient to cover the full \$430,791 recommended by the STUDY for FY2017 capital projects and doesn't cover any of the \$250,000 recommended for the capital reserve.

The FY2016 and FY2017 capital projects proposed for design and construction are as follows:

- FY 15/16 Annual Main Line Repairs \$424,360
- FY 16/17 Pump Station # 5 Rehabilitation \$300,000
- FY 16/17 Pump Station # 10 Generator Replacement \$130,791

TOTAL Planned Expenses Through FY 16/17 \$855,151

Attachment 2 is the letter staff intends to mail out to each customer within the Sewer Enterprise Fund billing area to advise them of the intent to adjust the average billing rate by approximately 1.6% per billing class as per the 2013 City Council approval of the five-year rate schedule. In compliance with state law, this letter must be mailed a minimum of 30 days prior to the billing period commencing July 1, 2015.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

1. Receive this report.
2. Adopt Resolution No. 2015-7566 affirming the 1.6% average increase in sewer rates for all customer classes.

Attachments:

1. Resolution No. 2015-7566
2. Notice to Customers

RESOLUTION NO. 2015-7566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AFFIRMING THE FISCAL YEAR 2015/2016 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013

WHEREAS, City sewer system [UTILITY] collects and transports sewer waste water from properties within the City to the San Diego Metropolitan Sewer System for treatment and disposal; and

WHEREAS, the UTILITY must generate funds in an amount sufficient to cover the ongoing cost of providing sewer services; and

WHEREAS, in Fiscal Year 2012/2013, the City hired Atkins North America, a nationally recognized expert in sewer rates, to conduct a STUDY on the revenue needs for the Sewer Enterprise System to ensure that the City was objectively collecting sufficient revenue to safely and properly operate the enterprise sewer system, including collection, transportation and treatment; and

WHEREAS, in compliance with Article XIID of the California Constitution and the Proposition 218 Omnibus Implementation Act, written notice was mailed to all sewer system customers in March 2013 that the City Council of the City of Imperial Beach at a Public Hearing on May 1, 2013, at 6:00 PM would consider an increase in rates for Sewer Service Charges for Fiscal Year 2013/14 through 2017/18; and

WHEREAS, such Public Hearing was held on May 1, 2013, and the City Council legally approved the Sewer Service Charges for Fiscal Year 2013/14 through 2017/18; and

WHEREAS, the STUDY recommended the Fiscal Year 2015/2016 Sewer Service Charges be increased on average for all customer classes by 1.6%; and

WHEREAS, in compliance with state law, a letter must be mailed to all customers to be billed a minimum of 30 days prior to the billing period commencing July 1, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. This legislative body affirms the Sewer Service Charges increase for FY 2015/2016 of 1.6% average per customer class.
3. This legislative body directs that the customers be notified of this rate increase as required be law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of April 2015, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



City of Imperial Beach, California

PUBLIC WORKS DEPARTMENT

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8311 Fax: (619) 429-4861

City of Imperial Beach Notice of Sewer Service Charges Increase

If you are the owner of this property but have a tenant who is responsible for the sewer service charge related to this property, please forward this notice to the tenant.

Notice of Sewer Rate Increases

In compliance with Article XIID of the California Constitution and the Proposition 218 Omnibus Implementation Act, notice is hereby given that pursuant to action taken by the City Council of the City of Imperial Beach at a Public Hearing on May 1, 2013, at 6:00 PM, the City Council approved an increase in rates for sewer service charges for Fiscal Year 2013/14 through 2017/18. The rate adjustment for Fiscal Year 2015/2016 will become effective July 1, 2015. Additional data and information on this matter, including a copy of the Akins study (discussed below) may be obtained from the Public Works Department, 495 10th Street, Imperial Beach, California, 91932, Telephone No. (619) 423-8311.

Purpose of Rate Increases

The purpose of the rate increases is to allow the City to collect sufficient revenue to enable it to continue providing sewer service to its customers in the face of increasing operating costs, and to enable the City to afford capital improvements that are essential for operating the sewer system in a safe and financially prudent manner. Revenues derived from the City's sewer service charges are used solely for the actual and necessary expenses of providing sewer service to its customers. The City is prohibited by law from making a profit on sewer service.

Rate Increase Details

The sewer service charges are calculated in two parts. The first part is a usage charge based on a unit of water use. This covers the cost of treatment of the sewage by San Diego Metropolitan Wastewater. The second part is a base charge applied per water meter that covers the ongoing costs of operations and maintenance of the system.

Following are the formulas for determining the sewer bill for each billing class in the city:

Single-Family Residential Sewer Charge Formula*

$$\begin{aligned} &\text{Annual Water Consumption} \times \text{Return to Sewer } 75\% = \text{Billing Units} \\ &(\text{Billing Units} \times \text{Residential Sewer Rate}) + (\text{Base Fee}) = \text{Total Sewer Monthly Bill} \\ &*\text{Note: Maximum charge for Single-Family Residential in FY 2016 is } \$961.03 \end{aligned}$$

Multi-Family Sewer Charge Formula

$$\begin{aligned} &\text{Annual Water Consumption} \times \text{Return to Sewer } 95\% = \text{Billing Units} \\ &(\text{Billing Units} \times \text{Residential Sewer Rate}) + (\text{Base Fee per Water Meter Size}) = \text{Total Sewer Monthly Bill} \end{aligned}$$

Commercial/Non-Residential Sewer Charge Formula

$$\begin{aligned} &\text{Annual Water consumption} \times \text{Return to Sewer } 90\% = \text{Billing Units} \\ &(\text{Billing Units} \times \text{Strength Rate}) + (\text{Base Fee per Water Meter Size}) = \text{Total Sewer Monthly Bill} \\ &*\text{Note: Rate of return is } 90\% \text{ for all commercial uses except for Public Agency/Institutional, which is } 75\% \end{aligned}$$

The components of the sewer service charges will increase by the following amounts. These are based upon the study by Atkins of the City's sewer rate structure that was completed in 2013. The maximum

charge for Single-Family Residential charges will increase by the amount of the San Diego Consumer Price Index for 2014. **All of the adopted rates for FY 2016 will take effect on July 1, 2015.**

Table 1 - Annual Base Charges by Water Meter Diameter

| Annual Base Charge Per Water Meter Size | | |
|---|--------------------|--------------------|
| Meter Size | Current FY 2015 | Adopted FY 2016 |
| 5/8" | \$143.47 | \$146.78 |
| 3/4" | \$143.47 | \$146.78 |
| 1" | \$214.65 | \$219.60 |
| 1 1/2" | \$392.61 | \$401.66 |
| 2" | \$606.16 | \$620.13 |
| 3" | \$1,104.44 | \$1,129.90 |
| 4" | \$1,816.27 | \$1,858.14 |
| 6" | \$3,595.84 | \$3,678.73 |

Table 2 - Sewer Rates in Dollars per Hundred Cubic Feet (HCF) of Water Use

| Sewer Rates (\$/HCF) | | Current | Adopted |
|----------------------|-----------------------------|---------|---------|
| Billing Classes | | 2015 | 2016 |
| 1. | Single-Family Residential | \$4.13 | \$4.19 |
| 2. | Multi-Family Residential | \$4.13 | \$4.19 |
| 3. | Rest/Bakeries/Mort./Gro. | \$8.99 | \$8.90 |
| 4. | Small Commercial | \$3.72 | \$3.79 |
| 5. | Car Wash/Laundries | \$3.54 | \$3.62 |
| 6. | Public Agency/Institutional | \$3.42 | \$3.50 |
| 7. | Heavy Commercial | \$5.79 | \$5.79 |
| 8. | Mixed Use Light | \$4.41 | \$4.45 |
| 8.5 | Mixed Use Heavy | \$5.28 | \$5.30 |
| 9. | Navy | \$4.89 | \$4.92 |

Table 3 - Single-Family Residential – Maximum Sewer Service Charge

| Single Family Residential | Current | Adopted |
|--------------------------------|----------|----------|
| SD Consumer Price Index – 1.3% | 2015 | 2016 |
| Maximum Charge | \$948.69 | \$961.03 |

Table 4 - Summary of FY 2015/2016 Single Family Sewer User Rates

Table 4 provides a comparison of the current (2015) versus FY 2016 single family sewer user rates, which are broken down by annual consumption.

| Annual Consumption (HCF) | Number of Users | Percent of Users | Cumulative Percent | FY2015 Current (At 75%) | | | FY2016 (At 75%) | | | Difference | |
|--------------------------|-----------------|------------------|--------------------|-------------------------|--------------------|--------------|-----------------|--------------------|--------------|------------|------|
| | | | | Base Charge | Consumption Charge | Total Charge | Base Charge | Consumption Charge | Total Charge | Dollars | % |
| 0 | 26 | 0.56% | 0.56% | \$143.47 | \$4.13 | \$147.60 | \$146.78 | \$4.19 | \$150.97 | \$3.37 | 2.3% |
| 20 | 90 | 1.92% | 6.51% | \$143.47 | \$61.95 | \$205.42 | \$146.78 | \$62.85 | \$209.63 | \$4.21 | 2.1% |
| 50 | 158 | 3.37% | 23.32% | \$143.47 | \$154.88 | \$298.35 | \$146.78 | \$157.13 | \$303.91 | \$5.56 | 1.9% |
| 96 | 144 | 3.08% | 55.66% | \$143.47 | \$297.36 | \$440.83 | \$146.78 | \$301.68 | \$448.46 | \$7.63 | 1.7% |

| Annual Consumption (HCF) | Number of Users | Percent of Users | Cumulative Percent | FY2015 Current (At 75%) | | | FY2016 (At 75%) | | | Difference | |
|--------------------------|-----------------|------------------|--------------------|-------------------------|--------------------|--------------|-----------------|--------------------|--------------|------------|------|
| | | | | Base Charge | Consumption Charge | Total Charge | Base Charge | Consumption Charge | Total Charge | Dollars | % |
| 120 | 116 | 2.48% | 70.53% | \$143.47 | \$371.70 | \$515.17 | \$146.78 | \$377.10 | \$523.88 | \$8.71 | 1.7% |
| 150 | 88 | 1.88% | 83.62% | \$143.47 | \$464.63 | \$608.10 | \$146.78 | \$471.38 | \$618.16 | \$10.06 | 1.7% |
| 200 | 26 | 0.56% | 94.60% | \$143.47 | \$619.50 | \$762.97 | \$146.78 | \$628.50 | \$775.28 | \$12.31 | 1.6% |
| 250 | 12 | 0.26% | 98.18% | \$143.47 | \$774.38 | \$917.85 | \$146.78 | \$785.63 | \$932.41 | \$14.56 | 1.6% |
| 260+ | 69 | 1.47% | 100.00% | \$143.47 | \$805.35 | \$948.82 | \$146.78 | \$817.05 | \$961.03 | \$12.21 | 1.3% |

Table 5 - Summary of the Present and Future Multi-Family Sewer Rate

Table 5 provides a comparison of the current (FY 2015) versus FY 2016 multi-family sewer user rates, which are broken down by annual consumption. The multi-family sewer rate structure includes a base charge based on the size of the property's water meter. In addition a 95% rate of return has been applied to discount for exterior water usage. As discussed earlier, this base charge is established using the size of each customer's water meter.

| Annual Consumption (HCF) | FY2015 Current (At 95%) | | | FY2016 Proposed (At 95%) | | | Difference | |
|--------------------------|-------------------------|------------------|--------------|--------------------------|------------------|--------------|------------|------|
| | Base Charge | Commodity Charge | Total Charge | Base Charge (5/8" Meter) | Commodity Charge | Total Charge | Dollars | % |
| 100 | \$143.47 | \$392.35 | \$535.82 | \$146.78 | \$398.05 | \$544.83 | \$9.01 | 1.7% |
| 150 | \$143.47 | \$588.53 | \$732.00 | \$146.78 | \$597.08 | \$743.86 | \$11.86 | 1.6% |
| 200 | \$143.47 | \$784.70 | \$928.17 | \$146.78 | \$796.10 | \$942.88 | \$14.71 | 1.5% |
| 212 | \$143.47 | \$831.78 | \$975.25 | \$146.78 | \$843.87 | \$990.65 | \$15.40 | 1.6% |
| 250 | \$143.47 | \$980.88 | \$1,124.35 | \$146.78 | \$995.13 | \$1,141.91 | \$17.56 | 1.6% |
| 270 | \$143.47 | \$1,059.35 | \$1,202.82 | \$146.78 | \$1,074.74 | \$1,221.52 | \$18.70 | 1.6% |

If you have any questions about this Notice or the increased sewer rates, please call the City at 619-423-8311 or visit the City's website at www.imperialbeachca.gov.