



# 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**

**SEPTEMBER 2, 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\* PROCLAMATION IN RECOGNITION OF NATIONAL PREPAREDNESS MONTH. (0410-30)**

\* No staff report

**CONSENT CALENDAR (2.1-2.6)**-*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 Meeting minutes of August 5, 2015.

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 (Continued)**

### **2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)**

Recommendation: Ratify the following registers: Accounts Payable Numbers 87136 through 87276 and EFT #'s 57-64 for a subtotal amount of 722,374.44, and Payroll Checks/Direct Deposits 46677 through 46698 for a subtotal amount of \$168,824.66 for a total amount of \$891,199.10.

### **2.3 CONSIDERATION OF RESOLUTION NO. 2015-7619 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FINANCIAL ASSISTANCE AND OTHER MATTERS ASSOCIATED WITH THE SYMPHONY BY THE SEA EVENT AND RESOLUTION NO. 2015-7620 AUTHORIZING THE SUBMITTAL OF A FUNDING REQUEST AND APPLICATION FOR THE COUNTY OF SAN DIEGO NEIGHBORHOOD REINVESTMENT PROGRAM. (1040-40)**

Recommendation: Adopt resolutions.

### **2.4 RESOLUTION NO. 2015-7621 APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY AND CITY MANAGER, ANDY HALL. (0530-60)**

Recommendation: Adopt resolution.

### **2.5 ADOPT RESOLUTION NO. 2015-7622 ADDING THE BAYSHORE BIKEWAY PERIMETER FENCE REMOVAL (CIP S16-703) TO THE FY 2016 TWO-YEAR IMPLEMENTATION PLAN AND ACCEPTING THE \$30,000 SAN DIEGO COUNTY BOARD OF SUPERVISORS NEIGHBORHOOD REINVESTMENT PROGRAM GRANT FUNDING FOR THE CIP S16-703 PROJECT AND APPROPRIATING \$30,000 TO CIP S16-703. (0330-35)**

Recommendation: Adopt resolution.

### **2.6 RESOLUTION NO. 2015-7623 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF IMPERIAL BEACH IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PACE PROGRAM; AND OTHER MATTERS RELATED THERETO AND RESOLUTION NO. 2015-7624 APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY. (0330-35)**

Recommendation: Adopt resolutions.

## **ORDINANCES – INTRODUCTION/FIRST READING (3)**

None.

## **PUBLIC HEARINGS (4)**

None.

## **REPORTS (5.1)**

### **5.1 SEWER BILLING METHODOLOGY DISCUSSION. (0830-95)**

Recommendation: That the City Council

1. Receive Ms. Karyn Keese's presentation;
2. Discuss commonly accepted sewer service charge methodologies verses the current sewer billing methodology; and
3. Direct staff on the sewer billing methodology desired for the subsequent fiscal year(s).

**I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6.1-6.2)**

**6.1 ADOPTION OF RESOLUTION NO. SA-15-50 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2016 THROUGH JUNE 30, 2016 AND RELATED ACTIONS. (0418-50)**

Recommendation: Adopt resolution.

**6.2 ADOPTION OF RESOLUTION NO. SA-15-51 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2016 THROUGH JUNE 30, 2016 (ROPS 15-16B). (0418-50)**

Recommendation: Adopt resolution.

**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](http://www.ImperialBeachCA.gov)

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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**

**AUGUST 5, 2015**

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

**CLOSED SESSION MEETING – 5:30 P.M.  
REGULAR MEETING – 6:00 P.M.**

**CLOSED SESSION MEETING CALL TO ORDER**

Mayor Dedina called the Closed Session meeting to order at 5:32 p.m.

**ROLL CALL BY CITY CLERK**

Councilmembers Present: Patton, Bragg, Spriggs  
Councilmembers Absent: None  
Mayor Present: Dedina  
Mayor Pro Tem Present: Bilbray  
Staff Present: City Manager Hall, Deputy City Attorney Sjoblom, City Clerk Hald

**CLOSED SESSION**

**MOTION BY PATTON, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:**

**1. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code section 54957.6:

Agency Designated Representatives: City Manager, City Attorney, Assistant City Manager, Human Resources Manager, Administrative Services Director

Employee Organizations: Imperial Beach Firefighters' Association (IBFA), Local 4692  
Service Employees International Union (SEIU), Local 221

Unrepresented Employees: Confidential, Mid-management, Management

**2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code section 54957

Title: City Manager

**MOTION CARRIED UNANIMOUSLY.**

Mayor Dedina adjourned the meeting to Closed Session at 5:33 p.m.

**REGULAR MEETING CALL TO ORDER**

Mayor Dedina called the Regular Meeting to order at 6:01 p.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present: Patton, Bragg, Spriggs  
Councilmembers absent: None  
Mayor Present: Dedina  
Mayor Pro Tem Present: Bilbray  
Staff Present: City Manager Hall, Deputy City Attorney Sjoblom, City Clerk Hald, Fire Chief French, Management Analyst Vea

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Girl Scout Troop No. 6116.

Reporting out of Closed Session, Deputy City Attorney Sjoblom announced no reportable action was taken.

### **AGENDA CHANGES**

**MOTION BY SPRIGGS, SECOND BY BILBRAY, TO TAKE ITEM NOS. 2.3 AND 2.5 OFF THE CONSENT CALENDAR FOR DISCUSSION AT THE END OF THE AGENDA. MOTION CARRIED UNANIMOUSLY.**

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

Councilmember Patton reported on his participation in the Mayor's Swim and Paddle event, the success of the Sand and Sea Festival, attendance at the Kiwanis City Appreciation Lunch with Councilmember Spriggs and Mayor Dedina, attendance at the Mendoza Elementary School's Opening Day and attendance at the SANDAG Board meeting.

Councilmember Bragg reported that she, Mayor Dedina, and Councilmember Patton attended the Relay for Life event, she spoke about the successful fundraising efforts and she thanked Michelle Guern for heading-up the City team.

Councilmember Spriggs recognized everyone who helped make the Sun and Sea Festival a success.

Mayor Dedina thanked everyone for attending the Mayor's Breakfast and the Swim and Paddle event. He recognized the Lifeguards, Fire Department and Sheriff's Department on successfully closing the pier during the lightning event. He thanked the Sun and Sea Festival Committee and City staff for a successful event. He spoke about his participation in the Relay for Life Event and the success of the PETCO Surf Dog Competition. He commented on the need to work with City staff on a coastal flooding strategy in the event of tropical storms, the successful efforts of the Cities of Imperial Beach, Coronado and San Diego to get the IBWC to open the diverter pipe immediately upon receipt of letters from the cities, and the ongoing efforts to help keep the beaches open.

### **COMMUNICATIONS FROM CITY STAFF**

None.

### **PUBLIC COMMENT**

June Engle, Library Manager, Imperial Beach Branch, announced the winners of the Chili Cook-off were as follows: 1<sup>st</sup> Place: Lifeguards, 2<sup>nd</sup> Place: Fire Department, and 3<sup>rd</sup> Place: Sheriff's Department. She requested placement of a stop light at the walkway from City Hall to the Library.

Josie Hamada, representing Relay for Life, spoke about the success of the Relay for Life event and she thanked the City for their participation.

### **PRESENTATIONS (1.1-1.4)**

#### **1.1 RECOGNITION OF CAPT. CHRISTOPHER E. SUND, COMMANDER OF NAVAL AIR STATION NORTH ISLAND. (0410-30)**

Mayor Dedina recognized Captain Christopher E. Sund, Commander of Naval Air Station North Island, for his service and outstanding achievements.

**1.2 OATH OF OFFICE AND BADGE PINNING CEREMONY FOR FIRE DEPARTMENT PERSONNEL. (0440-60)**

City Clerk Hald administered the Oath of Office to the following Fire Department personnel:

Chief John French	pinned by his wife Sui Lin French
Captain Jason Bell	pinned by his wife Julie Bell
Captain Craig Weaver	pinned by Fire Engineer Paramedic Ehren Kahle
Engineer Patrick Spears	pinned by his wife Gina Spears
Firefighter Matthew Collins	pinned by his daughter Vannora Collins
Firefighter John Olsen	pinned by his wife Heather Olsen
Firefighter William Buchanon	pinned by his mother Gwen Buchanon

City Manager Hall presented a Certificate of Appointment to the new Fire Chief, John French.

**1.3 PRESENTATION ON TOURISM BY FORMER BAJA CALIFORNIA STATE SECRETARY OF TOURISM JUAN TINTOS FUNKE, REPRESENTING MAYOR OF ROSARITO, SILVANO ABARCA MACKLIS. (0150-65)**

Juan Tintos Funke, Former Baja California State Secretary of Tourism, showed a video on tourism in the City of Rosarito, he spoke about the similarities between the cities of Rosarito and Imperial Beach, and he announced the upcoming visit by the Mayor of Rosarito.

**1.4 PRESENTATION OF QUILT TO SHERIFF'S DEPT. BY THURSDAY MORNING QUILTERS. (0260-05)**

Shawnie Meeks, President of the Thursday Morning Quilters, presented a quilt to the Sheriff's Department.

**CONSENT CALENDAR (2.1, 2.2 & 2.4)**

**MOTION BY BILBRAY, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1, 2.2 AND 2.4. MOTION CARRIED UNANIMOUSLY.**

**2.1 MINUTES.**

Approved the Regular Meeting minutes of July 15, 2015.

**2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)**

Ratified the following registers: Accounts Payable Numbers 86922 through 87101 with a subtotal amount of \$1,490,498.39, EFT #'s 28-47 with a subtotal amount of \$54,085.72, and Payroll Checks/Direct Deposits 46603 through 46653 for a subtotal amount of \$452,177.42 for a total amount of \$1,996,761.54.

**2.4 ADOPTION OF RESOLUTION NUMBER 2015-7612 AUTHORIZING THE CITY MANAGER OF THE CITY OF IMPERIAL BEACH TO SIGN THE THIRD AMENDMENT TO THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM REGIONAL STORM WATER COPERMITTEE MEMORANDUM OF UNDERSTANDING. (0770-85)**

Adopted resolution.

**ORDINANCES – INTRODUCTION/FIRST READING (3)**

None.

**PUBLIC HEARINGS (4)**

None.

## **REPORTS (5.1-5.2)**

### **5.1 CONSIDERATION OF AN AMENDMENT OF AN OPERATING AGREEMENT WITH THE BOYS & GIRLS CLUB OF SOUTH COUNTY AND AN AMENDMENT OF A FIELD USE AGREEMENT WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE TO MAINTAIN AND OPERATE RECREATIONAL FACILITIES OWNED BY THE CITY OF IMPERIAL BEACH, ADOPTION OF RESOLUTIONS 2015-7614 AND 2015-7615 AUTHORIZING EXECUTION OF AGREEMENTS AND DISCUSSION OF A FUNDING REQUEST BY BOYS & GIRLS CLUB. (1020-90)**

Management Analyst Vea reviewed the amendment requests from the Leagues and the Boys & Girls Club, which are listed in the staff report. He announced a correction to the Saturday hours of operation for the Boys & Girls Club Recreational Facility was submitted as Last Minute Agenda Information (page 1 of the first amendment to the agreement with Boys and Girls Club). He reported the Boys & Girls Club submitted a letter requesting additional funding in the amount of \$50,000 annually, the City will maintain the playground, tot lot and parking lot at an annual cost of approximately \$4,000, the City will continue to allocate \$50,000 for utilities and capital improvements, and provide \$10,000 for low-income scholarships.

Aaron Ruiz, Unit Director for Boys & Girls Club of South County, explained the need to reduce hours, which will be partially offset by being open on Saturday mornings, and the reduction in staffing to two staff members. He also spoke about the needs assessment which will show what the community wants for recreation.

Councilmember Bragg requested an annual report and a review of the profit and loss statement and programs once a year.

In response to Councilmember Spriggs' question about the revenue shortfall and how to address increasing revenue in the future, Mr. Ruiz stated during the past year there were a combination of factors that did not turn out as they had expected resulting in the shortfall. In the future they plan on various activities such as having fundraisers and hosting events such as marathons and over-the-line tournaments. The needs assessment will inform the Boys & Girls Club about what the community wants, noting that great recreational classes will lead to sold-out classes, which will help generate revenue.

City Manager Hall spoke about the Boys & Girls Club's desire to temporarily rename the Sports Park through a sponsorship; however it did not happen. He stressed that the Boys & Girls Club has plans to reduce costs but there is a need for more public involvement.

Mayor Pro Tem Bilbray left Council Chambers at 7:13 p.m. and returned at 7:15 p.m.

Councilmember Spriggs stated that before City Council approves a second year subsidy, he asked for a special report/work plan that indicates how the program will get back on track financially to avoid another City subsidy.

City Manager Hall clarified that staff is recommending a one-year appropriation of \$50,000. The Boys & Girls Club is asking for a two-year appropriation.

Mr. Ruiz explained the request for the termination clause was in anticipation of not getting the funding.

Tim O'Neal recognized City Council for their leadership. He commented that the Boys & Girls Club has stated since the beginning that they needed \$50,000 subsidy. He noted that if the City Council gave the Boys & Girls Club leeway to run the recreational program, the need for the \$50,000 would disappear.

Councilmember Patton expressed concern about the reduction to the termination clause and offered positive comments about the services offered by the Leagues and the Boys & Girls Club.

Councilmember Spriggs also expressed concern about the proposed change in the termination clause and supported keeping the dates the same as originally set.

Mr. Ruiz stated the Boys & Girls Club would be comfortable with keeping the termination dates the same with support from the partners and with financial stability.

Mayor Dedina spoke about the need for and benefits of having a recreation program.

City Manager Hall clarified there are two agreements for approval by the City Council and staff is seeking direction for bringing back the \$50,000 budget amendment for the Boys & Girls Club.

**MOTION BY SPRIGGS, TO CONTINUE THIS ITEM UNTIL SUCH TIME THAT THE ENTIRE PACKAGE CAN BE CONSIDERED TOGETHER.**

City Council discussion ensued.

Councilmember Spriggs expressed concern about setting a termination clause before considering the \$50,000 request.

Councilmember Patton seconded the motion with the condition that the item is expedited to the next City Council meeting.

In response to Councilmember Bragg's question about moving forward with the two resolutions tonight and considering the funding request at the next City Council meeting, Mr. Ruiz explained that with some financial help and subsidy, the Boys and Girls Club would agree.

Mayor Pro Tem Bilbray made a motion on top of another motion to move staff's recommendation.

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2015-7614 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT AND EXTENSION TO THE AGREEMENT WITH THE BOYS & GIRLS CLUB TO OPERATE AND MAINTAIN THE IMPERIAL BEACH RECREATION CENTER, SKATE PARK AND ASSOCIATED AMENITIES, ADOPT RESOLUTION NO. 2015-7615 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT AND EXTENSION TO THE AGREEMENT WITH THE IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE TO USE AND MAINTAIN THE BALL FIELDS AT THE SPORTS PARK FACILITY WITH ONLY MINOR CHANGES TO THEIR AGREEMENT WHICH ARE REFLECTED IN THE AMENDMENT, AND DIRECT STAFF TO RETURN TO COUNCIL TO ADDRESS THE BOYS & GIRLS CLUB FUNDING REQUEST AND ANY NECESSARY AMENDMENTS AT A FUTURE COUNCIL MEETING.**

City Council discussion ensued.

Councilmember Bragg offered the following friendly amendment to the motion: That the City Council approves Resolution Nos. 2015-7614 and 2015-7615 with the stated amendments: that there is an annual review of the Profit and Loss Statement and programs, that there is a 24-hour notification of locks being changed, and keep the original termination dates in the agreements.

Councilmember Bilbray accepted the friendly amendment.

**MOTION BY BILBRAY, SECOND BY BRAGG, TO MOVE STAFF TO ADOPT RESOLUTION NO. 2015-7614 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT AND EXTENSION TO THE AGREEMENT WITH THE BOYS & GIRLS CLUB TO OPERATE AND MAINTAIN THE IMPERIAL BEACH RECREATION CENTER, SKATE PARK AND ASSOCIATED AMENITIES, ADOPT RESOLUTION NO. 2015-7615 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT AND EXTENSION TO THE AGREEMENT WITH THE IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE TO USE AND MAINTAIN THE BALL FIELDS AT THE SPORTS PARK FACILITY WITH ONLY MINOR CHANGES TO THEIR AGREEMENT WHICH ARE REFLECTED IN THE AMENDMENT, DIRECT STAFF TO RETURN TO COUNCIL TO ADDRESS THE BOYS & GIRLS CLUB FUNDING REQUEST AND ANY NECESSARY AMENDMENTS AT A FUTURE COUNCIL MEETING AND THAT THERE IS AN ANNUAL REVIEW OF THE PROFIT AND LOSS STATEMENT AND PROGRAMS, THAT THERE IS A 24-HOUR NOTIFICATION OF LOCKS BEING CHANGED, AND KEEP THE ORIGINAL TERMINATION DATES IN THE AGREEMENTS. MOTION CARRIED UNANIMOUSLY.**

Councilmember Spriggs withdrew his motion.

**5.2 DESIGNATION OF VOTING DELEGATE AND ALTERNATE(S) FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 30 - OCTOBER 2, 2015. (0140-10)**

City Manager Hall reported on the item.

**MOTION BY BRAGG, SECOND BY PATTON, TO DESIGNATE COUNCILMEMBER SPRIGGS AS VOTING DELEGATE AND COUNCILMEMBER BRAGG AS THE VOTING ALTERNATE FOR THE 2015 LEAGUE ANNUAL CONFERENCE BUSINESS MEETING. MOTION CARRIED UNANIMOUSLY.**

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

None.

**ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)**

**2.3 ADOPTION OF RESOLUTION NO. 2015-7611 AUTHORIZING THE CITY MANAGER TO EXERCISE THE SECOND OPTION TO EXTEND THE AGREEMENT WITH SAN DIEGO SPORTS MEDICINE & FAMILY HEALTH CENTER TO ADMINISTER THE IMPERIAL BEACH FIRE-RESCUE WELLNESS PROGRAM. (0520-60)**

City Manager Hall reported on the item and clarified that the costs associated with the agreement are included in the City's budget.

**MOTION BY SPRIGGS, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2015-7611 AUTHORIZING THE CITY MANAGER TO EXERCISE THE SECOND OPTION TO EXTEND THE AGREEMENT WITH SAN DIEGO SPORTS MEDICINE & FAMILY HEALTH CENTER TO ADMINISTER THE IMPERIAL BEACH FIRE-RESCUE WELLNESS PROGRAM. MOTION CARRIED UNANIMOUSLY.**

**2.5 CONSIDERATION OF A FRIENDSHIP AGREEMENT WITH PLAYAS DE ROSARITO TO ESTABLISH GREATER GOODWILL AND COOPERATIVE FRIENDSHIP AND ADOPTION OF RESOLUTION NO. 2015-7613 AUTHORIZING EXECUTION OF THE AGREEMENT. (0160-83)**

Mayor Dedina reported on the item and announced the upcoming visit by Mayor Silvano Abarca.

Councilmember Spriggs spoke positively about the collaborative relationship.

Councilmember Bragg thanked Mayor Dedina for including the City Council in the collaborative effort with another city.

**MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2015-7613 AUTHORIZING EXECUTION OF A FRIENDSHIP AGREEMENT WITH PLAYAS DE ROSARITO TO ESTABLISH GREATER GOODWILL AND COOPERATIVE FRIENDSHIP. MOTION CARRIED UNANIMOUSLY.**

**ADJOURN REGULAR MEETING**

Mayor Dedina adjourned the Regular Meeting at 7:53 p.m.

**CLOSED SESSION**

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:**

**2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code section 54957

Title: City Manager

**MOTION CARRIED UNANIMOUSLY.**

Mayor Dedina adjourned the meeting to Closed Session at 7:54 p.m. and he reconvened the meeting to Open Session at 8:09 p.m.

Reporting out of Closed Session, City Manager Hall announced City Council met in Closed Session and no reportable action was taken.

**ADJOURN CLOSED SESSION**

Mayor Dedina adjourned the Closed Session meeting at 8:10 p.m.

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Serge Dedina, Mayor

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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: SEPTEMBER 2, 2015  
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *DSB*  
SUBJECT: RATIFICATION OF WARRANT REGISTER

**EXECUTIVE SUMMARY:**

NEW FORMAT\*\*\*\* Please note that the Warrant Register detail report has been updated to improve readability. The content is the same, but the format has changed.

Approval of the warrant register in the amount of \$ 891,199.10

**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.

Vendor:	Check:	Amount:	Description:
San Diego County Sheriff	87174	\$ 505,892.26	June 2015 enforcement svcs

The following registers are submitted for Council ratification:

**Accounts Payable**

<b>DATE</b>	<b>CHECK #</b>	<b>EFT #</b>	<b>AMOUNT (\$)</b>
08/06/2015	87136-87185		585,204.33
08/14/2015	87186-87276	57-64	137,170.11
			<b>722,374.44</b>

**Payroll Checks/Direct Deposit**

<b>DATE</b>	<b>CHECK #</b>		<b>AMOUNT (\$)</b>
P.P.E. 8/06/15	46677-46698		168,824.66
			<b>168,824.66</b>

**TOTAL            \$ 891,199.10**

**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
2. Warrant Register as Budgeted FY2015
3. Warrant Register as Budgeted FY2016

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
2015-08-06	87136	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank) \$ 400.00
	87137	ACACIA LANDSCAPE, CO.	JUL 2015 MAINT	101-6020-452.21-04	5256	160093 \$ 3,875.00
	87138	AIRGAS WEST	SUNSCREEN/SUNSCREEN ALOE	601-5060-436.30-02	9041792400	160002 \$ 305.66
	87139	AMS AMERICA INC	07/13/15 A/C REPAIR	101-1910-419.21-04	307907	160089 \$ 305.32
	87140	ARROWHEAD MOUNTAIN SPRING WA	JUL 2015	101-1010-411.30-02	05G0031149578	160143 \$ 44.27
			JUL 2015 DELIVERY	101-5020-432.30-02	15G0026726646	160084 \$ 73.83
	87141	ASBURY ENVIRONMENTAL SERVICES	USED OIL SERVICE CHG	101-5040-434.21-04	130513078	160003 \$ 35.00
	87142	ATEL COMMUNICATIONS, INC.	JUL/AUG 2015	503-1923-419.20-06	41863	160136 \$ 300.00
	87143	BILL HOWE PLUMBING, HEATING & AI	PACK FLOW PVC PIPE LEAK	101-6020-452.28-01	10732012	160096 \$ 1,975.00
	87144	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank) \$ 400.00
	87145	CALIFORNIA AMERICAN WATER	1015-210019334948 JUN 15	101-5010-431.27-02	08-14-2015	(blank) \$ 8.89
			1015-210019335835 JUN 15	101-5010-431.27-02	08-14-2015	(blank) \$ 8.89
			1015-210019531534 JUN 15	101-5010-431.27-02	08-14-2015	(blank) \$ 8.89
			1015-210019531626 JUN 15	101-5010-431.27-02	08-14-2015	(blank) \$ 94.71
			1015-210019535857 JUN 15	101-5010-431.27-02	08-14-2015	(blank) \$ 14.61
			1015-210019176333 JUN 15	101-6020-452.27-02	08-14-2015	(blank) \$ 8.89
			1015-210019335248 JUN 15	101-6020-452.27-02	08-14-2015	(blank) \$ 118.28
			1015-210019335484 JUN 15	101-6020-452.27-02	08-14-2015	(blank) \$ 483.34
			1015-210019746893 JUN 15	101-6020-452.27-02	08-14-2015	(blank) \$ 8.89
			1015-210021082448 JUN 15	101-6020-452.27-02	08-14-2015	(blank) \$ 1,268.21
			1015-210021114451 JUN 15	303-1250-413.29-04	08-14-2015	(blank) \$ 19.83
			1015-210019401916 JUN 15	601-5060-436.27-02	08-14-2015	(blank) \$ 8.89
	87146	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank) \$ 300.00
	87147	CHULA VISTA ALARM, INC	AUG 2015 -2089 EOC	101-1910-419.20-23	33853	160088 \$ 30.00
			AUG 2015 -2466 PW REAR	101-1910-419.20-23	33878	160088 \$ 55.00
			AUG 2015 -2698 CITY HALL	101-1910-419.20-23	33925	160088 \$ 30.00
			AUG 2015 -314 MVC	101-1910-419.20-23	33936	160088 \$ 30.00
			AUG 2015 -314 PW	101-1910-419.20-23	33958	160088 \$ 40.00
	87148	CORELOGIC SOLUTIONS	JUN 2015 PROP DATA SEARCH	101-1210-413.21-04	81516679	150568 \$ 21.00
			JUN 2015 PROP DATA SEARCH	101-3040-424.21-04	81516679	150568 \$ 219.00
			JUN 2015 PROP DATA SEARCH	101-5050-435.21-04	81516679	150568 \$ 15.00
	87149	MISCELLANEOUS "DEVELOPERS"	BOND REFUND	101-0000-221.01-05	TEP 15-39	(blank) \$ 615.00
	87150	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank) \$ 500.00
	87151	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank) \$ 400.00
	87152	MISCELLANEOUS VENDOR	REIMBURSE FILING FEES PD	101-0000-344.76-03	08-06-2015	(blank) \$ 50.00
	87153	ERIKA N. CORTEZ	2015 DH HC REIMBURSEMENT	101-1130-412.11-08	2015 HC	160133 \$ 420.00
	87154	MISCELLANEOUS "DEVELOPERS"	BOND REFUND	101-0000-221.01-05	TEP 15-48	(blank) \$ 523.00
	87155	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank) \$ 400.00
	87156	HTE VAR, LLC DBA SPS VAR, LLC	INSTALLATION SVCS	503-1923-419.20-06	12688	150759 \$ 3,900.00
	87157	HUDSON SAFE-T LITE RENTALS	BARRICADES-SUN & SEA	101-3020-422.30-02	31736	160061 \$ 232.00

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87158	IB LOCAL NEWS	AD AT IB LOCAL NEWS FOR M	101-1010-411.28-07	548785	F16008	\$ 145.00
87159	IMPERIAL BEACH TROPHIES	CAPTAIN SUND AWARD	101-1010-411.29-04	6570	F16010	\$ 18.36
		PLAQUE FOR JOHN FRENCH	101-1130-412.30-02	6560	F16007	\$ 32.40
		PROCLAMATION PLAQUE	101-1010-411.29-04	6561	F16009	\$ 114.48
87160	INTERSTATE BATTERY OF SAN DIEGO	#148 31P-MHD	501-1921-419.28-16	70200377	160008	\$ 124.99
		#630 PF-58-6	501-1921-419.28-16	930015165	160008	\$ 67.11
87161	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank)	\$ 300.00
87162	KAMAN INDUS TECHNOLOGIES	HOSE CLAMPS	601-5060-436.30-02	Z138799	160009	\$ 72.22
87163	KOA CORPORATION	JUN 2015 13TH ST BIKEWAY	101-5010-531.20-06	JB32017X14	150553	\$ 11,903.55
		JUN 2015 13TH ST BIKEWAY	201-5000-532.20-06	JB32017X14	150553	\$ 1,322.62
87164	MISCELLANEOUS VENDOR	REIMBURSE FILING FEES PD	101-0000-344.76-03	08-06-2015	(blank)	\$ 50.00
87165	NOLTE ASSOCIATES, INC.	JUN 2015 PLAN CHECKS	101-0000-221.01-02	33547	(blank)	\$ 145.00
		JUN 2015 PLAN CHECKS	303-1250-413.20-06	33548	(blank)	\$ 870.00
		JUN 2015 ALLEY IMPRVMENTS	402-5000-532.20-06	SDB095200	150204	\$ 190.00
87166	ONE SOURCE DISTRIBUTORS	FACE PLATE/MOUNTING SCREW	101-6040-454.30-02	54798466.001	160010	\$ 227.88
87167	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank)	\$ 400.00
87168	RANCHO AUTO & TRUCK PARTS	#117 BELT	501-1921-419.28-16	7693-237119	160014	\$ 46.66
		#603 BRAKE PARTS	501-1921-419.28-16	7693-235868	160014	\$ 193.91
		#612 STOP PAD SET	501-1921-419.28-16	7693-237330	160014	\$ 42.54
		#698 V-BELTS/RIB BELTS	501-1921-419.28-16	7693-237366	160014	\$ 40.25
		LAMP-LED FLASHLIGHT	501-1921-419.30-22	7693-238059	160014	\$ 53.95
		OIL FILTER -STOCK	501-1921-419.28-16	7693-236579	160014	\$ 50.79
		OIL FILTERS	501-1921-419.28-16	7693-237949	160014	\$ 9.86
		STOCK-FILTERS/BLASTER	501-1921-419.28-16	7693-235940	160014	\$ 60.45
		E-239 COOLANT FILTER	501-1921-419.28-16	7693-238472	160014	\$ 61.60
		E-239 HD FILTER	501-1921-419.28-16	7693-238478	160014	\$ 66.12
87169	RAPIDSCALE, INC	JUL 2015 CLOUDMAIL EXCHAN	503-1923-419.21-04	5334	160157	\$ 821.10
87170	RCP BLOCK & BRICK INC	SILICA SAND/100 LB SACKS	101-5010-431.30-02	30567806	160029	\$ 248.18
87171	REGIONAL TRAINING CENTER	2015/2016 SD ERC FEES	101-1130-412.28-04	12656	160134	\$ 758.00
87172	RICOH USA, INC.	JUN 2015 MAINT	101-1210-413.20-17	94839060	150109	\$ 1,195.62
		JUN 2015 MAINT	101-3020-422.20-17	94839060	150109	\$ 143.21
		JUN 2015 MAINT	101-3030-423.20-17	94839060	150109	\$ 332.23
		JUN 2015 MAINT/COPY CHGS	101-1210-413.20-17	94839060	(blank)	\$ 1,994.37
		JUN 2015 MAINT/COPY CHGS	101-3020-422.20-17	94839060	(blank)	\$ 273.16
		JUN 2015 MAINT/COPY CHGS	101-3030-423.20-17	94839060	(blank)	\$ 13.04
		JUL 2015 MAINT CHARGES	101-1210-413.20-17	95020981	(blank)	\$ 1,382.42
		JUL 2015 MAINT CHARGES	101-3020-422.20-17	95020981	(blank)	\$ 276.49
		JUL 2015 MAINT CHARGES	101-3030-423.20-17	95020981	(blank)	\$ 276.49
87173	ROBERTSON INDUSTRIES, INC.	3 YRDS CONCRETE	101-5010-431.30-02	600363	160064	\$ 426.08
87174	SAN DIEGO COUNTY SHERIFF	JUN 2015 COPPS PRG	212-3036-421.20-06	07-21-2015	(blank)	\$ 27,123.36

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87174	SAN DIEGO COUNTY SHERIFF	JUN 2015 LAW ENF SERVICES	101-3010-421.20-06	07-21-2015	(blank)	\$ 480,513.62
		JUN 2015 TOW FEE CREDIT	101-0000-338.60-03	07-21-2015	(blank)	\$ (1,744.72)
87175	SKS INC.	1384 GAL REG FUEL	501-1921-419.28-15	1271667-IN	160040	\$ 5,032.97
		MOBIL DELVAC BULK OIL	501-1921-419.28-16	N762313-IN	160040	\$ 797.86
87176	SOUTH COUNTY ECONOMIC	2015/2016 MEMBERSHIP DUES	101-1010-411.28-12	1037-15	160146	\$ 3,250.00
		2015 ECONOMIC SUMMIT SPON	101-1010-411.28-04	126-15	160145	\$ 2,200.00
87177	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank)	\$ 400.00
87178	SUNGARD PUBLIC SECTOR INC.	WRK ORDER MAINT 2014/2016	503-1923-419.20-25	72315-JB	160115	\$ 12,525.60
87179	TRAFFIC SAFETY MATERIALS, LLC.	PAINT GUN/RIVETS/FILTERS	101-5010-431.21-23	4940	160058	\$ 765.56
87180	VALLEY INDUSTRIAL SPECIALTIES, INC	TANK REPLACEMNT SYSTM	101-6040-454.30-02	217922	160026	\$ 41.75
		VAC BREAKERS/GASKETS	101-6040-454.30-02	217975	160026	\$ 128.64
		SLOAN OUTLET	101-6040-454.30-02	217981	160026	\$ 71.28
		VAC REAKERS/POLY WASHERS	101-6040-454.30-02	218050	160026	\$ 155.13
		VAC BREAKER/REPAIR KIT/EL	101-6040-454.30-02	218098	160026	\$ 100.35
87181	VERIZON WIRELESS	CH VOIP SVC INSTALLATION	503-1923-419.50-04	06-20-2015	150509	\$ 4,869.86
		FD VOIP SVC INSTALLATION	503-1923-419.50-04	06-20-2015	150509	\$ 1,646.82
		LG VOIP SVC INSTALLATION	503-1923-419.50-04	06-20-2015	150509	\$ 2,077.16
		PW VOIP SVC INSTALLATION	503-1923-419.50-04	06-20-2015	150509	\$ 1,357.40
87182	WAXIE SANITARY SUPPLY	LINERS/ROLLMASTR TISSUE	101-6040-454.30-02	75414967	160097	\$ 1,014.33
87183	WHITE CAP CONSTRUCTION SUPPLY	REFLECTIVE VESTS/GLOVES	601-5060-436.30-02	10003673083	150013	\$ 261.82
87184	MISCELLANEOUS VENDOR	2015 JRLG CAPTAIN PROG	101-3035-423.28-08	2015 JRLG	(blank)	\$ 300.00
87185	ZEE MEDICAL, INC.	FIRST AID CABINET REFILL	101-1920-419.29-04	0140738548	(blank)	\$ 19.01
<b>2015-08-06 Total</b>						<b>\$ 585,204.33</b>
2015-08-14	57	CALIFORNIA STATE DISBURSEMENT U	PR AP PPE 8/06/15	101-0000-209.01-07	20150813	(blank) \$ 355.84
	58	I B FIREFIGHTERS ASSOCIATION	PR AP PPE 8/06/15	101-0000-209.01-08	20150813	(blank) \$ 420.00
	59	ICMA RETIREMENT TRUST 457	PR AP PPE 8/06/15	101-0000-209.01-10	20150813	(blank) \$ 6,848.95
	60	SEIU LOCAL 221	PR AP PPE 8/06/15	101-0000-209.01-08	20150813	(blank) \$ 1,634.24
	61	STATE OF CALIFORNIA FTB	PR AP PPE 8/06/15	101-0000-209.01-07	20150813	(blank) \$ 156.92
	62	US BANK	PAYROLL AP PPE 8/06/15	101-0000-209.01-20	20150813	(blank) \$ 3,065.06
	64	FRANCHISE TAX BOARD	PR AP PPE 8/06/15	101-0000-209.01-07	20150813	(blank) \$ 101.80
	87186	MISCELLANEOUS REFUNDS	OVERPYMT OF PT#51252	101-0000-121.00-00	PT #51252	(blank) \$ 60.00
	87187	MISCELLANEOUS REFUNDS	OVERPYMT PT#37615	101-0000-121.00-00	PT #37615	(blank) \$ 113.00
	87188	MISCELLANEOUS REFUNDS	OVERPYMT OF PT#39664	101-0000-121.00-00	PT #39664	(blank) \$ 23.00
	87189	MISCELLANEOUS REFUNDS	REFUND OVREPYMT P66883	101-0000-121.00-00	PT #66883	(blank) \$ 116.00
	87190	MISCELLANEOUS REFUNDS	OVERPYMT OF PT#50486	101-0000-121.00-00	PT #50486	(blank) \$ 60.00
	87191	MISCELLANEOUS REFUNDS	OVERPYMT PT#52576	101-0000-121.00-00	PT #52576	(blank) \$ 60.00
	87192	MISCELLANEOUS REFUNDS	37079	101-0000-121.00-00	PT #37079	(blank) \$ 113.00
	87193	MISCELLANEOUS REFUNDS	OVERPYMT PT#36485	101-0000-121.00-00	PT #36485	(blank) \$ 113.00
	87194	MISCELLANEOUS REFUNDS	REFUND OVERPYMT P68316	101-0000-121.00-00	PT #68316	(blank) \$ 116.00
	87195	MISCELLANEOUS REFUNDS	OVERPYMT OF PT#53058	101-0000-121.00-00	PT #53058	(blank) \$ 113.00

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87196	MISCELLANEOUS REFUNDS	OVERPYMT PT#39601	101-0000-121.00-00	PT #39601	(blank)	\$ 60.00
87197	MISCELLANEOUS REFUNDS	OVERPYMT PT#49915	101-0000-121.00-00	PT #49915	(blank)	\$ 113.00
87198	MISCELLANEOUS REFUNDS	OVERPYMT PT#50946	101-0000-121.00-00	PT #50946	(blank)	\$ 50.00
87199	MISCELLANEOUS REFUNDS	OVERPYMT PT#50072	101-0000-121.00-00	PT #50072	(blank)	\$ 60.00
		OVERPYMT PT#50072A	101-0000-121.00-00	PT #50072A	(blank)	\$ 60.00
87200	MISCELLANEOUS REFUNDS	OVERPYMT PT#52407	101-0000-121.00-00	PT #52407	(blank)	\$ 113.00
87201	MISCELLANEOUS REFUNDS	OVERPYMT PT#36856	101-0000-121.00-00	PT #36856	(blank)	\$ 163.00
87202	MISCELLANEOUS REFUNDS	OVERPYMT PT#37616	101-0000-121.00-00	PT #37616	(blank)	\$ 113.00
87203	MISCELLANEOUS REFUNDS	OVERPYMT PT#37768A	101-0000-121.00-00	PT #37768A	(blank)	\$ 33.00
87204	MISCELLANEOUS REFUNDS	OVERPYMNT PT#37862	101-0000-121.00-00	PT #37862	(blank)	\$ 113.00
		OVERPYMT PT#37930	101-0000-121.00-00	PT #37930	(blank)	\$ 113.00
87205	MISCELLANEOUS REFUNDS	OVERPYMT PT#39599	101-0000-121.00-00	PT #39599	(blank)	\$ 33.00
87206	MISCELLANEOUS REFUNDS	OVERPYMT PT#37569	101-0000-121.00-00	PT #37569	(blank)	\$ 113.00
		OVERPYMT PT#39886	101-0000-121.00-00	PT #39886	(blank)	\$ 113.00
87207	MISCELLANEOUS REFUNDS	OVERPYMT PT#39852	101-0000-121.00-00	PT #39852	(blank)	\$ 113.00
87208	MISCELLANEOUS REFUNDS	OVERPYMT PT#39984	101-0000-121.00-00	PT #39984	(blank)	\$ 100.00
87209	MISCELLANEOUS REFUNDS	OVERPYMT PT#38076	101-0000-121.00-00	PT #38076	(blank)	\$ 93.00
87210	MISCELLANEOUS REFUNDS	OVERPYMT PT#37911	101-0000-121.00-00	PT #37911	(blank)	\$ 113.00
87211	MISCELLANEOUS REFUNDS	OVERPYMT PT#52950	101-0000-121.00-00	PT #52950	(blank)	\$ 25.00
87212	MISCELLANEOUS REFUNDS	OVERPYMT PT#38264	101-0000-121.00-00	PT #38264	(blank)	\$ 113.00
87213	MISCELLANEOUS REFUNDS	OVERPYMT PT#38008	101-0000-121.00-00	PT #38008	(blank)	\$ 33.00
87214	MISCELLANEOUS REFUNDS	OVERPYMT PT#39563	101-0000-121.00-00	PT #39563	(blank)	\$ 113.00
87215	MISCELLANEOUS REFUNDS	OVERPYMT PT#36925	101-0000-121.00-00	PT #36925	(blank)	\$ 113.00
87216	MISCELLANEOUS REFUNDS	OVERPYMT PT#38035	101-0000-121.00-00	PT #38035	(blank)	\$ 103.00
87217	MISCELLANEOUS REFUNDS	OVERPYMT PT#42983	101-0000-121.00-00	PT #42983	(blank)	\$ 40.00
87218	MISCELLANEOUS REFUNDS	OVERPYMT PT#39879	101-0000-121.00-00	PT #39879	(blank)	\$ 113.00
87219	MISCELLANEOUS REFUNDS	OVERPYMT PT#37757	101-0000-121.00-00	PT #37757	(blank)	\$ 53.00
87220	MISCELLANEOUS REFUNDS	OVERPYMT PT#34119	101-0000-121.00-00	PT #34119	(blank)	\$ 50.00
87221	MISCELLANEOUS REFUNDS	OVERPYMT PT#39208	101-0000-121.00-00	PT #39208	(blank)	\$ 113.00
87222	MISCELLANEOUS REFUNDS	OVERPYMT PT#36982	101-0000-121.00-00	PT #36982	(blank)	\$ 103.00
87223	MISCELLANEOUS REFUNDS	OVERPYMT PT#37906	101-0000-121.00-00	PT #37906	(blank)	\$ 113.00
87224	MISCELLANEOUS REFUNDS	OVERPYMT OF PT#51421	101-0000-121.00-00	PT #51421	(blank)	\$ 113.00
87225	MISCELLANEOUS REFUNDS	39724	101-0000-121.00-00	PT #39724	(blank)	\$ 113.00
87226	MISCELLANEOUS REFUNDS	OVERPYMT OF PT#50577	101-0000-121.00-00	PT #50577	(blank)	\$ 70.00
87227	MISCELLANEOUS REFUNDS	OVERPYMT PT#38629	101-0000-121.00-00	PT #38629	(blank)	\$ 113.00
		OVERPYMT PT#38629A	101-0000-121.00-00	PT #38629A	(blank)	\$ 113.00
87228	MISCELLANEOUS REFUNDS	OVERPYMT PT#50033	101-0000-121.00-00	PT #50033	(blank)	\$ 50.00
87229	MISCELLANEOUS REFUNDS	OVERPYMT PT#38232	101-0000-121.00-00	PT #38232	(blank)	\$ 63.00
87230	MISCELLANEOUS REFUNDS	OVERPYMT PT#38093	101-0000-121.00-00	PT #38093	(blank)	\$ 113.00
87231	MISCELLANEOUS REFUNDS	OVERPYMT PT#37596	101-0000-121.00-00	PT #37596	(blank)	\$ 113.00

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87232	MISCELLANEOUS REFUNDS	OVERPYMT PT#38460	101-0000-121.00-00	PT #38460	(blank)	\$ 113.00
87238	U.S. BANK CORPORATE PAYMENT SYS	BATTERIES	101-1910-419.30-02	069811/9581168	150807	\$ 24.26
		CARTIER,J-SAFETY BOOTS	101-6040-454.30-02	082216	150813	\$ 150.00
		CPR CARD PROCESSING	101-3030-423.28-04	CCAC031915	150799	\$ 56.00
		CPR CARD PROCESSING	101-3030-423.28-04	CCAC041615	150799	\$ 14.00
		CRACK SEALANT	101-5010-431.30-02	052814	150817	\$ 980.68
		DRILL BITS	601-5060-436.30-22	061106/8591249	150814	\$ 26.01
		FD CLEANING SUPPLIES	101-3020-422.30-02	074132	150798	\$ 157.02
		FD STATION SUPPLIES	101-3020-422.30-02	037870	150798	\$ 25.90
		GRAFFITI SUPPLIES	101-5010-431.30-02	075800/2190115	150808	\$ 111.11
		LAPTOPS	503-1923-419.30-22	111-9055175-106	150804	\$ 2,344.00
		LIVESCAN	101-1130-412.21-04	034611	150792	\$ 38.00
		LIVESCAN	101-1130-412.21-04	74923	150795	\$ 62.00
		LUMBER	101-5010-431.30-02	044168/5020689	150806	\$ 359.92
		NOWAK,D TRNG REGISTRATION	101-3040-424.28-04	429837837	150786	\$ 50.00
		NOWAK,D-TRNG REGISTRATION	101-3040-424.28-04	429838352	150786	\$ 50.00
		PAINT	101-6040-454.30-02	019354/4590506	150811	\$ 18.66
		PAINT	601-5060-436.30-02	5169-5	150805	\$ 344.28
		PAINT SUPPLIES	101-6040-454.30-02	061807/6580669	150812	\$ 38.02
		PAINTING SUPPLIES	601-5060-436.30-02	015304/3580175	150814	\$ 33.23
		PLUMBING SUPPLIES	101-6020-452.30-02	216120	150822	\$ 198.45
		PLUMBING SUPPLIES	101-6020-452.30-02	216333	150822	\$ 135.52
		PROPANE TANKS	101-5010-431.30-02	094643/2190105	150818	\$ 64.70
		REFUND	101-3020-422.30-02	C1067870020.1	150797	\$ (33.99)
		STUCCO PATCH MVC	101-1910-419.30-02	057442/0573100	150809	\$ 14.79
		UNIFORM WETSUIT	101-3030-423.25-03	599340	150799	\$ 150.39
		UNIFORM WETSUIT	101-3030-423.25-03	6254794	150799	\$ 68.05
		VEA,E WORKING LUNCH	101-1110-412.28-04	80004	150791	\$ 45.85
		EMPL APPRECIATION DECOR	101-1130-412.29-02	1069 9550 002	150792	\$ 184.00
		EMPL APPRECIATION GIFTCRD	101-1130-412.29-02	70321	150792	\$ 413.92
		EMPL APPRECIATION GC	101-1130-412.29-02	72723	150795	\$ 557.15
		EMPL APPRECIATION GC	101-1130-412.29-02	G60890	150795	\$ 40.00
		EMPL APPRECIATION GC	101-1130-412.29-02	G60923	150795	\$ 150.00
		VET'S PARK SLIDE REPLACEM	101-6020-452.28-01	1400190796	150821	\$ 2,616.28
		DIVE TEAM GEAR SERVICE	101-3030-423.28-01	51896	150800	\$ 180.09
		RESCUE VEHICLE WAX	101-3030-423.28-01	746883	150800	\$ 16.18
		HALL,A ICSC MEMBERSHIP DU	101-1110-412.28-12	1137715	150789	\$ 270.00
		DEDINA,S ICSC MEMBERSHIP	101-1010-411.28-12	1624920 DEDINA	150794	\$ 135.00
		CODE COMPLIANCE SUPPLIES	101-3070-427.20-21	057149/2033491	150786	\$ 73.87
		FAREWELL CARDS	101-1020-411.30-01	0191	150784	\$ 9.05

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		SHARPIE PEN	101-1020-411.30-01	0625-5221-4774-	150784	\$ 1.72
		KEYBOARD	101-5020-432.30-01	127824748	150821	\$ 14.42
		FAREWELL CARD	101-1020-411.30-01	6111	150784	\$ 4.02
		AIR COMPRESSOR/	101-1910-419.30-02	000767/8010321	150809	\$ 72.99
		SURGE PROTECTOR/PAINT	101-1910-419.30-02	001209/3581696	150809	\$ 55.71
		CR FOR DOUBLE CHG	101-3030-423.30-02	019974	150802	\$ (1,072.84)
		SINK SUPPLIES	101-1910-419.30-02	020431/6021915	150809	\$ 51.34
		SINK SUPPLIES	101-1910-419.30-02	042382/8011924	150809	\$ 25.28
		CONCRETE MIX	101-5010-431.30-02	021736/0274057	150806	\$ 375.62
		CLEANSER	101-1910-419.30-02	023166/1561254	150815	\$ 120.19
		MOUNTING TAPE	101-3030-423.30-02	023391/8581281	150802	\$ 38.78
		GOOF OFF/PLASTIC DIP	101-6020-452.30-02	026938/4573430	150807	\$ 36.59
		STORAGE BOX/ANT KILLER	101-6020-452.30-02	030693/7580614	150807	\$ 22.74
		SHELVING MATERIAL	101-3040-424.30-02	042247/4022304	150786	\$ 371.95
		MUSEUM BOARD RACKS	101-3030-423.30-02	043077	150800	\$ 46.31
		PLUMBING SUPPLIES/SINK	101-1910-419.30-02	043325/2011364	150809	\$ 102.84
		HAND TRUCK/TOOL KIT	101-6040-454.30-02	046476/9190446	150812	\$ 59.35
		SCREWS/MISC SM TOOLS	101-5010-431.30-02	050017/5561626	150818	\$ 191.69
		CRATE/FLIP TOTE/GLOVES	101-5050-435.30-02	050240/7043736	150823	\$ 29.57
		GARAGE KEYS	101-6040-454.30-02	05-26-2015	150813	\$ 9.04
		WASHER/SLEEVE ANCHORS	101-5010-431.30-02	060724/4562419	150818	\$ 18.08
		#617 KEYS	101-6040-454.30-02	06-12-2015	150812	\$ 9.80
		WRECKER BLADE	101-5010-431.30-02	063665/0573094	150818	\$ 22.65
		CORONADO POOL USE	101-3030-423.30-02	076794	150802	\$ 480.00
		DISH SOAP	101-3030-423.30-02	083007	150802	\$ 6.89
		PHOTO CELL	101-1910-419.30-02	085214/9010191	150809	\$ 33.08
		FORMING LUMBER	101-5010-431.30-02	097253/5020690	150817	\$ 260.01
		JRLG DESIGN CERTS	101-3035-423.30-02	1001	150802	\$ 200.00
		BLACKBERRY BELT CLIP	101-5020-432.30-02	104-6199460-765	150821	\$ 14.13
		WINCH CONNECTOR KIT	101-3030-423.30-02	1304200	150802	\$ 192.23
		WOOD PRESERVER	101-6040-454.30-02	1322837	150813	\$ 37.31
		'STOP' STENCILS	101-5010-431.30-02	154727	150817	\$ 693.36
		LG BEACHTOWER STICKERS	101-3030-423.30-02	1-6041	150800	\$ 939.60
		LIGHT ANCHOR NUTS&WASHERS	101-5010-431.30-02	160605	150817	\$ 33.26
		AED ELECTRODES	101-3030-423.30-02	1651653	150801	\$ 128.00
		TRAUMA BAGS/ACCESS PACKS	101-3020-422.30-02	166	150797	\$ 485.24
		BINOCULARS	101-3030-423.30-02	16907455	150802	\$ 1,679.97
		COMBICARRIER/SUCTION UNIT	101-3020-422.30-02	1743294	150796	\$ 1,571.81
		PLIXIGLASS	101-1910-419.30-02	17813	150809	\$ 118.80
		PLEXI GLASS	101-1910-419.30-02	17920	150809	\$ 45.36

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Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
		BIKE PATH POLES	101-5010-431.30-02	19-00309963-001	150817	\$ 206.78
		DOOR HARDWARE	101-6020-452.30-02	216429	150809	\$ 232.31
		DIVE GEAR REPLACEMENT	101-3030-423.30-02	331182	150800	\$ 114.00
		CAR WASH SHAMPOO	101-3020-422.30-02	43584	150798	\$ 37.80
		TRAILER LIGHT ADAPTER	101-3030-423.30-02	5023	150800	\$ 16.72
		RCS RADIO CHARGER	101-3030-423.30-02	558597-00	150800	\$ 722.00
		EQUIPMENT RENTAL DEP	101-3020-422.30-02	624588-4	150796	\$ 400.00
		PELICAN CASE	101-3020-422.30-02	76301	150797	\$ 338.57
		COPY PAPER/TAPE	101-3030-423.30-02	775351865001	150801	\$ 140.36
		JRLG STORAGE CONTAINER	101-3035-423.30-02	904508378	150803	\$ 425.77
		MEDSTORM MEDIC	101-3020-422.30-02	96993357	150797	\$ 116.99
		CERVICAL COLLER BAG	101-3020-422.30-02	97049567	150797	\$ 38.80
		RADIO/MOUNT/FIRMWARE	101-3020-422.30-02	500030	150796	\$ 1,282.16
		MEMORIAL DAY FLORAL ARRNG	101-1110-412.29-04	057504	150789	\$ 8.63
		CAMERA EQUIPMENT	101-1110-412.29-04	116-1158589-287	150791	\$ 214.92
		CAMERA EQUIPMENT	101-1110-412.29-04	116-9438096-116	150791	\$ 32.33
		REFUND, BRAGG,L CONF LODG	101-1010-411.29-04	122030173478	150793	\$ (301.68)
		COMMEMORATIVE BRICK REPLC	101-1210-413.29-04	183912	150795	\$ 126.50
		FRAME DELIVERY CHARGES	101-1110-412.29-04	273531	150791	\$ 27.04
		FRAME DELIVERY CHARGES	101-1110-412.29-04	273734	150791	\$ 27.04
		COUNTY OF SD RECORD COPIE	101-3040-424.28-11	122113	150788	\$ 16.50
		POP UP TENTS	101-1110-412.20-06	3047	150789	\$ 2,128.80
		SHIPPING CHGS	101-3035-423.25-03	039943	150803	\$ 5.95
		UNIFORM WETSUITS	101-3030-423.25-03	6254793	150799	\$ 521.21
		PW HATS	101-5020-432.25-03	69661	150821	\$ 409.86
		LG UNIFORM SHOES	101-3030-423.25-03	8014	150802	\$ 39.91
		MAGNET SWEEPER	101-3020-422.30-22	00035800	150796	\$ 246.27
		MEDIA ROOM CABLE	101-1920-419.21-04	037861	150791	\$ 17.54
		SHORT BED UNDERRAIL	101-3020-422.21-04	1006759	150796	\$ 485.00
		F350 TAILGATE	101-3020-422.21-04	1006815	150797	\$ 550.00
		STAFF MTG REFRESHMENTS	101-3030-423.28-04	006939	150803	\$ 32.08
		CARBALLO,S-MEAL AT TRNG	101-1020-411.28-04	027519	150785	\$ 7.97
		CARBALLO,S-MEAL AT TRNG	101-1020-411.28-04	031348	150785	\$ 9.69
		CARBALLO,S-MEAL AT TRNG	101-1020-411.28-04	093575	150785	\$ 8.63
		CARBALLO,S-MEAL AT TRNG	101-1020-411.28-04	23119-8318	150785	\$ 27.20
		CARBALLO,S-MEAL AT TRNG	101-1020-411.28-04	34635	150785	\$ 27.85
		DEPT LUNCH	101-1110-412.28-04	030424	150789	\$ 25.30
		DEPT LUNCH	101-1130-412.28-04	030424	150789	\$ 25.29
		DEPT LUNCH	101-3020-422.28-04	030424	150789	\$ 25.29
		CR-BRAGG,L CONF REFUND	101-1010-411.28-04	04-15-2015	150793	\$ (275.00)

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		HALL,A-WORKING LUNCH	101-1110-412.28-04	052834	150789	\$ 44.15
		LEVIEN,H-SANDAG TAC TRANS	101-5020-432.28-04	058854	150810	\$ 1.25
		LEVIEN,H-SANDAG TAC TRANS	101-5020-432.28-04	083634	150810	\$ 1.25
		LEVIEN,H-SANDAG TAC TRANS	101-5020-432.28-04	15690-01	150810	\$ 1.25
		LA TAPATIA PARTY SUPPLIES	101-1230-413.28-04	06-05-2015	150788	\$ 12.49
		NOWAK,D CONF REGISTRATION	101-3040-424.28-04	06-09-2015	150786	\$ 150.00
		SPRIGGS,E -PARKING FEES	101-1010-411.28-04	06-11-2015	150790	\$ 15.00
		RECOGNITION MATERIAL	101-1230-413.28-04	076448	150786	\$ 27.00
		PARTY CITY	101-1230-413.28-04	089722	150788	\$ 76.43
		CORTEZ,E LUNCH W/ATTORNEY	101-1130-412.28-04	095168	150792	\$ 31.35
		EL TAPATION CATERING	101-1230-413.28-04	11239	150788	\$ 96.60
		06/17/15 COUNCIL DINNER	101-1010-411.28-04	11297	150789	\$ 258.39
		KOBER,C TRNG REGISTRATION	101-3030-423.28-04	11612354	150800	\$ 40.00
		TSCHAKERT,R TRNG REGISTRA	101-3030-423.28-04	11612376	150800	\$ 40.00
		CAKE	101-1230-413.28-04	27761	150788	\$ 59.99
		USLG ASSOCIATION FEES	101-3030-423.28-04	300006304	150802	\$ 30.00
		06/03/15 COUNCIL DINNER	101-1010-411.28-04	458895	150791	\$ 70.20
		LG MEETING COFFEE SVC	101-3030-423.28-04	646501	150801	\$ 108.00
		SANDAG PRKNG FEE	101-1230-413.28-04	74767	150787	\$ 8.00
		VONS	101-1230-413.28-04	95894	150788	\$ 51.52
		MOELLER,A SEMNIAR REGISTR	101-5020-432.28-04	DCNVHB3K8Z9	150805	\$ 95.00
		SPRIGGS,E-AIRFARE CA LEA	101-1010-411.28-04	HL2A8C	150790	\$ 496.00
		RAMOS,J SEMINAR REGISTRAT	101-5020-432.28-04	KKNN8MJJ7XY	150805	\$ 95.00
		MOELLER,A -LODGING RESERV	101-5020-432.28-04	S56V4	150805	\$ 84.00
		RAMOS,M-LODGING RESERVATI	101-5020-432.28-04	ZL2DR	150805	\$ 84.00
		NOC SLURRY SEAL PROJ COPI	201-5000-532.20-06	122721	150821	\$ 6.50
		#110 TRUCK BED LINER	501-1921-419.50-04	1006775	150817	\$ 506.69
		F150 RHINO LINER	501-1921-419.50-04	38110	150807	\$ 498.59
		#113 HEADLINER	501-1921-419.28-01	110442	150821	\$ 178.20
		#141 HEADLINER	501-1921-419.28-01	110443	150821	\$ 178.20
		#147 HEADLINER REPAIR	501-1921-419.28-01	110623	150820	\$ 178.20
		SEAT REUPHOLSTER/HEADLINR	501-1921-419.28-01	110638	150819	\$ 657.00
		MURPHY,M -WORK BOOTS	501-1921-419.30-02	083368	150820	\$ 150.00
		SHOP SUPPLIES/TOOLS	501-1921-419.30-02	094791/9561363	150820	\$ 9.53
		SHOP SUPPLIES/TOOLS	501-1921-419.30-22	094791/9561363	150820	\$ 53.96
		WAX/ARMORALL	501-1921-419.30-02	3980-310815	150820	\$ 12.72
		TRUCK WAX	501-1921-419.30-02	3980-312123	150807	\$ 16.18
		#A4 PARTS SHIPPING	501-1921-419.28-16	141100	150820	\$ 7.70
		#600 TAIL LIGHT	501-1921-419.28-16	15854	150820	\$ 25.54
		A4 BRAKE SHOES	501-1921-419.28-16	26130	150820	\$ 80.00

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		#A4 PARTS	501-1921-419.28-16	3473489	150820	\$ 92.00
		BOBCAT PARTS	501-1921-419.28-16	P58197	150820	\$ 123.83
		E39 WINDSHIELD REPLACEMNT	502-1922-419.28-17	476032	150819	\$ 777.86
		WASHINGTON,E EXAM FEES	503-1923-419.30-22	0020-4276-2525	150804	\$ 150.00
		SCOTCH TAPE	503-1923-419.30-22	002-1521781-429	150804	\$ 7.87
		COMPRESSED GAS DUSTER	503-1923-419.30-22	002-2387350-663	150804	\$ 11.74
		STAPLER/PENS/POST-ITS	503-1923-419.30-22	002-2959624-876	150804	\$ 50.53
		POWERSHELL BOOK	503-1923-419.30-22	002-4453223-939	150804	\$ 34.18
		KLEENEX	503-1923-419.30-22	002-5447026-380	150804	\$ 12.20
		SHELVES	503-1923-419.30-22	002-9551507-665	150804	\$ 129.12
		NETWORKING EQUIPMENT	503-1923-419.30-22	111-0328596-298	150804	\$ 184.20
		LAPTOP COVER	503-1923-419.30-22	111-3142417-969	150804	\$ 245.98
		SERVER LICENSES	503-1923-419.30-22	111-5832362-380	150804	\$ 1,349.98
		RAMOS,J-CWEA RENEWAL	601-5060-436.28-13	114322	150805	\$ 79.00
		MOELLER,A CWEA RENEWAL	601-5060-436.28-13	114323	150805	\$ 94.00
		TAPE/CONNECTORS/COUPLINGS	601-5060-436.30-02	050597/3592188	150814	\$ 32.66
		PRIMER/PAINT	601-5060-436.30-02	5227-1	150805	\$ 156.56
		HAND TOOLS	601-5060-436.30-22	013585612733	150816	\$ 435.35
		HAND TOOLS	601-5060-436.30-22	070180/3592189	150814	\$ 180.45
		HANDTOOLS TRUCK 147	601-5060-436.30-22	013585613224	150805	\$ 355.35
		HAND TOOLS TRUCK 117	601-5060-436.30-22	056872/5562364	150814	\$ 170.14
		EMPL COMP LOAN PURCHASE	101-0000-209.01-03	015715	(blank)	\$ 201.98
		EMP COMPUTER LOAN PURCHAS	101-0000-209.01-03	108-1044750-315	(blank)	\$ 111.25
		EMP COMPUTER LOAN PURCHAS	101-0000-209.01-03	108-6458392-569	(blank)	\$ 160.91
		EMP COMPUTER LOAN PURCHAS	101-0000-209.01-03	9660521167	(blank)	\$ 1,583.91
87239	MISCELLANEOUS REFUNDS	OVERPYMT PT#29395	101-0000-121.00-00	PT #29395	(blank)	\$ 33.00
87240	ALVAREZ, OSCAR	REIMBURSE EMT RENEWAL FEE	101-3030-423.28-04	027328	(blank)	\$ 54.00
87241	AMS AMERICA INC	07/14/15 ONSITE MAINT	101-1910-419.21-04	307907*	160089	\$ 125.00
87242	ATKINS NORTH AMERICA, INC.	FEB-JUN 2015 RTIP ST DESI	202-5016-531.20-06	1817861	150115	\$ 4,400.00
87243	BDS ENGINEERING INC	JUL 2015 DELAWARE ST IMPR	201-5000-532.20-06	08-41K	150278	\$ 990.00
87244	CCAC	RICHARDS,L WORKSHOP REG	101-1230-413.28-04	10-08-2015	(blank)	\$ 200.00
87245	CITY OF SAN DIEGO	APR-JUN 2015 MUNI SEWER T	601-5060-436.21-04	1000139615	150562	\$ 767.36
87246	CLEAN HARBORS	JUL 2015	101-5040-434.21-04	1001028798	160022	\$ 546.00
87247	COX COMMUNICATIONS	06/25-07/24 3110039780701	503-1923-419.21-04	07-16-2015	160166	\$ 1,000.00
		07/01-07/31 3110015533201	503-1923-419.21-04	07-22-2015	160166	\$ 37.62
		07/25-08/24 3110039780701	503-1923-419.21-04	08-15-2015	160166	\$ 1,000.00
		08/01-08/31 3110015533201	503-1923-419.21-04	08-22-2015	160166	\$ 37.62
		08/04-09/03 3110091187001	503-1923-419.21-04	08-25-2015	160166	\$ 230.00
		07/04-08/03 3110091187001	503-1923-419.21-04	07-25-2015	160166	\$ 230.00
87248	DEPARTMENT OF JUSTICE	JUL 2015 FINGERPRNT PROC	101-1130-412.21-04	113131	160101	\$ 98.00

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87249	FASTENAL	SCREWS	101-5010-431.21-23	CACHU42367	160006	\$ 5.98
		SCREWS	101-6040-454.30-02	CACHU42273	160006	\$ 3.24
		THREADED RODS/HEX NUTS	101-6040-454.30-02	CACHU42264	160006	\$ 56.21
87250	GEOCON INC.	JUN/JUL 2015 DELAWARE ST	201-5000-532.20-06	1507101	160112	\$ 3,160.00
87251	GO-STAFF, INC.	W/E 07/26/15 RODRIGUEZ,A	501-1921-419.21-01	147100	160110	\$ 943.37
		W/E 07/26/15 GADAGA,C	601-5060-436.21-01	147099	160072	\$ 867.84
		W/E 06/30/15 FERGUSON,N	101-1210-413.21-01	145952	150072	\$ 422.38
		W/E 07/05/15 FERGUSON,N	101-1210-413.21-01	145952	160167	\$ 389.03
		W/E 07/12/15 FERGUSON,N	101-1210-413.21-01	146326	160167	\$ 811.41
		W/E 07/19/15 FERGUSON,N	101-1210-413.21-01	146705	160167	\$ 989.25
		W/E 07/26/15 FERGUSON,N	101-1210-413.21-01	147098	160167	\$ 811.41
		W/E 08/02/15 FERGUSON,N	101-1210-413.21-01	147510	160167	\$ 989.25
		W/E 08/02/15 RODRIGUEZ,A	501-1921-419.21-01	147512	160110	\$ 1,237.20
		W/E 08/02/15 GADAGA, C	601-5060-436.21-01	147511	160072	\$ 1,084.80
87252	GRAINGER	SAW BLADES	501-1921-419.30-02	9804191964	160007	\$ 65.93
		TACTICAL FLASHLIGHT/BAGS	101-1910-419.30-02	9797025641	160007	\$ 78.44
		LEVER DOOR HOLDER	101-1910-419.30-02	9802966201	160007	\$ 45.45
		ABRASIVE ROLL	101-6040-454.30-02	9809426811	160007	\$ 59.98
		CASTER WHEELS	501-1921-419.28-16	9804051630	160007	\$ 39.64
		CASTER WHEELS	501-1921-419.28-16	9804051648	160007	\$ 19.81
87253	IPMA/ SAN DIEGO CHAPTER	TRAINING FOR NADIA MORENO	101-1130-412.28-04	08-20-2015	F16011	\$ 25.00
87254	JACQUELINE SUE STENZEL	JUL 2015 SR YOGA	101-6030-453.20-06	25	160131	\$ 160.00
87255	LLOYD PEST CONTROL	JUN 2015 PW DEPT	101-1910-419.20-22	4735086	150074	\$ 53.00
		JUN 2015 DEMPSEY CENTER	101-1910-419.20-22	4735333	150074	\$ 60.00
		JUL 2015 SPORTS PARK	101-1910-419.20-22	4776110	160094	\$ 51.00
		JUL 2015 PW	101-1910-419.20-22	4777749	160094	\$ 53.00
		JUL 2015 DEMPSEY CTR	101-1910-419.20-22	4778004	160094	\$ 60.00
		JUL 2015 CITY HALL	101-1910-419.20-22	4792826	160094	\$ 36.00
		JUL 2015 FIRE DEPT	101-1910-419.20-22	4792827	160094	\$ 36.00
		JUL 2015 SHERIFF DEPT	101-1910-419.20-22	4792980	160094	\$ 36.00
		JUL 2015 MV CENTER	101-1910-419.20-22	4793046	160094	\$ 53.00
87256	MELANIE MARTINEZ-GOODMAN	REIMBURSE LG UNIFORM SWIM	101-3030-423.25-03	509241	(blank)	\$ 43.19
		REIMBURSE LG UNIFORM SWIM	101-3030-423.25-03	599144	(blank)	\$ 43.19
87257	NOLTE ASSOCIATES, INC.	JUN 2015 BREAKWATER SWPPP	303-1250-413.20-06	33738	(blank)	\$ 3,343.43
		JUN 2015 ELM AVE IMPRVMT	401-5020-532.20-06	33731	150654	\$ 3,830.31
		JUN 2015 PLAN CHECK	101-0000-221.01-02	33688	(blank)	\$ 290.00
		JUN 2015 PLAN CHECK	101-0000-221.01-02	33689	(blank)	\$ 3,770.00
87258	PARS	MAY 2015	101-1920-419.20-06	31987	150229	\$ 41.74
		MAY 2015	101-1920-419.20-06		(blank)	\$ 39.85
		MAY 2015	101-3020-422.20-06	31987	150229	\$ 41.75

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87258	PARS	MAY 2015	101-3020-422.20-06	31987	(blank)	\$ 39.85
		MAY 2015	101-3030-423.20-06	31987	150229	\$ 62.63
		MAY 2015	101-3030-423.20-06		(blank)	\$ 59.77
		MAY 2015	101-6040-454.20-06	31987	150229	\$ 62.63
		MAY 2015	101-6040-454.20-06		(blank)	\$ 59.78
87259	PARTNERSHIP WITH INDUSTRY	P/E 07/15/2015	101-6040-454.21-04	GS06388	160085	\$ 1,139.70
87260	PRO LINE PAINT COMPANY	RUST PRIMER	101-6040-454.30-02	6362-5	160016	\$ 226.97
87261	PROTECTION ONE ALARM MONITORING	AUG 2015	601-5060-436.20-23	104278699	160071	\$ 293.50
87262	SAN DIEGO GAS & ELECTRIC	8507 517 8464 06/30-07/30	101-6020-452.27-01	08-25-2015	(blank)	\$ 1,012.12
		1008 786 9371 06/30-07/30	101-1910-419.27-01	08-25-2015	(blank)	\$ 167.50
		1008 786 9371 06/30-07/30	101-3020-422.27-01	08-25-2015	(blank)	\$ 44.52
		1980 769 7764 06/29-07/29	101-3020-422.27-01	08-25-2015	(blank)	\$ 5,188.82
		1008 860 4389 06/26-07/28	101-5010-431.27-01	08-25-2015	(blank)	\$ 38.91
		5649 771 4749 07/01-07/31	101-5010-431.27-01	08-25-2015	(blank)	\$ 8,486.35
		5649 771 4749 07/01-07/31	101-6020-452.27-01	08-25-2015	(blank)	\$ 7.55
		8507 517 8464 07/01-07/30	101-5010-431.27-01	08-25-2015	(blank)	\$ 122.60
		9169 299 2261 06/25-07/27	101-5020-432.27-01	08-25-2015	(blank)	\$ 1,467.62
		5263 521 9238 06/26-07/28	601-5060-436.27-01	08-25-2015	(blank)	\$ 10.00
		8507 517 8464 07/01-07/31	601-5060-436.27-01	08-25-2015	(blank)	\$ 126.83
		8541 770 1270 07/01-07/30	601-5060-436.27-01	08-25-2015	(blank)	\$ 5,488.90
87263	SAN DIEGO COUNTY - ASSESSOR, PO E	ELECTRONIC MAPS	101-1230-413.28-11	201500236	150756	\$ 2.00
87264	SAN DIEGO COUNTY ASSESSOR	OCT-DEC 2015 MPR EXTRACT	101-1920-419.29-04	201500247	150107	\$ 125.00
87265	SDGE	2741 969 9359 06/30-07/31	101-5010-431.27-01	08-18-2015	(blank)	\$ 175.37
		2819 871 6315 06/30-07/31	215-6026-452.27-01	08-18-2015	(blank)	\$ 2,108.65
		1912 409 2723 06/26-07/28	101-5010-431.27-01	08-14-2015	(blank)	\$ 7.81
		5280 340 6641 06/26-07/28	101-5010-431.27-01	08-14-2015	(blank)	\$ 83.71
		1694 230 1484 06/30-07/30	101-5010-431.27-01	08-18-2015	(blank)	\$ 14.88
		3448 930 9646 06/30-07/30	101-5010-431.27-01	08-18-2015	(blank)	\$ 7.55
		8773 823 6424 06/29-07/29	601-5060-436.27-01	08-15-2015	(blank)	\$ 1,645.38
		5576 188 0541 06/26-7/28	101-5010-431.27-01	08-14-2015	(blank)	\$ 7.81
		0646 753 1938 06/30-07/30	101-5010-431.27-01	08-18-2015	(blank)	\$ 7.81
		3062 843 3719 06/30-07/30	101-5010-431.27-01	08-18-2015	(blank)	\$ 11.32
		5153 272 6717 06/30-07/30	101-5010-431.27-01	08-18-2015	(blank)	\$ 11.18
		9476 001 6989 06/30-07/30	101-5010-431.27-01	08-18-2015	(blank)	\$ 613.23
		0824 329 2041 07/01-07/31	101-5010-431.27-01	08-19-2015	(blank)	\$ 261.67
		7706 795 7872 07/01-07/31	101-5010-431.27-01	08-19-2015	(blank)	\$ 10.52
		2081 689 7619 07/01-07/31	101-6010-451.27-01	08-19-2015	(blank)	\$ 576.72
		2081 692 3399 07/01-07/31	101-6010-451.27-01	08-19-2015	(blank)	\$ 12.40
		3206 700 9265 07/01-07/31	101-6010-451.27-01	08-19-2015	(blank)	\$ 64.96
		9956 693 6272 07/01-07/31	101-6010-451.27-01	08-19-2015	(blank)	\$ 129.71

# City of Imperial Beach

## Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
		0175 275 3776 07/01-07/31	101-6020-452.27-01	08-19-2015	(blank)	\$ 289.97
		2081 689 1273 07/01-07/31	101-6020-452.27-01	08-19-2015	(blank)	\$ 265.29
		2083 847 9032 07/01-07/31	101-6020-452.27-01	08-19-2015	(blank)	\$ 80.02
		5456 692 8951 07/01-07/31	101-6020-452.27-01	08-19-2015	(blank)	\$ 32.52
		6921 003 2109 07/01-07/31	101-6020-452.27-01	08-19-2015	(blank)	\$ 363.79
		9327 898 1346 07/01-07/31	101-6020-452.27-01	08-19-2015	(blank)	\$ 281.66
87266	SKS INC.	1180 G REG/200 G DIESEL	501-1921-419.28-15	1271788-IN	160040	\$ 4,686.84
87267	SOUTHWEST SIGNAL	JUL 2015 SIGNAL MAINT	101-5010-431.21-04	51972	160031	\$ 160.00
		JUL 2015 SVC TECH	101-5010-431.21-23	51982	160031	\$ 87.41
87268	SPARKLETTS	JUL 2015	101-1210-413.30-01	10552239 072515	160169	\$ 41.37
87269	STATE CHEMICAL MFTG. CO.	DOEDERIZER PS8	601-5060-436.30-02	97403565	160158	\$ 555.08
87270	TERRA BELLA NURSERY, INC.	CR- EMPTY CONTAINER RTNS	101-6020-452.30-02	141020	160027	\$ (18.25)
		JACK SPRATT	101-6020-452.30-02	147013	160027	\$ 138.07
87271	THOMAS SANTOS	REIMBURSE REFRESHMENTS-	101-3020-422.28-04	052112387251601	(blank)	\$ 109.95
		REIMBURSE REFRESHMENTS-	101-3020-422.28-04	180664	(blank)	\$ 36.99
		REIMBURSE REFRESHMENTS-	101-3020-422.28-04	191002	(blank)	\$ 175.00
		REIMBURSE REFRESHMENTS-	101-3020-422.28-04	201305	(blank)	\$ 31.99
		REIMBURSE REFRESHMENTS-	101-3020-422.28-04	290117	(blank)	\$ 41.45
87272	THYSSENKRUPP ELEVATOR CORPORATI	JUL-SEP 2015 MAINTENANCE	101-3030-423.20-06	3001955008	160168	\$ 827.11
87273	TRANSWORLD SYSTEMS INC.	JUL 2015 COLLECTIONS	101-0000-321.72-10	1183617	(blank)	\$ (60.00)
		JUL 2015 COLLECTIONS	101-0000-323.71-03	1183617	(blank)	\$ (60.00)
		JUL 2015 COLLECTIONS	101-0000-344.76-03	1183617	(blank)	\$ (30.25)
		JUL 2015 COLLECTIONS	101-0000-371.83-09	1183617	(blank)	\$ (1.00)
		JUL 2015 COLLECTIONS	101-1210-413.20-27	1183617	(blank)	\$ 223.12
87274	TRISTAR RISK MANAGEMENT	JUL 2015 W/C LOSS REPLeni	502-0000-106.03-00	96651	(blank)	\$ 9,844.88
87275	UNDERGROUND SERVICE ALERT OF	JUL 2015	601-5060-436.21-04	720150332	160070	\$ 57.00
87276	VULCAN MATERIALS, CO	ROCK DUST	101-5010-431.30-02	70851230	160098	\$ 423.79
<b>2015-08-14 Total</b>						<b>\$ 137,170.11</b>
<b>Grand Total</b>						<b>\$ 722,374.44</b>

**City of Imperial Beach**  
Warrant Register as Budgeted (FY2015)  
Current as of 08/17/2015

Expense	Budget	Previous Warrant Registers	2015-08-06		2015-08-14	Remaining Budget
<b>101 GENERAL FUND</b>						
ADVERTISING	\$ 6,700	\$ 2,849				\$ 3,851
ATTORNEY SERVICES	\$ 54,064	\$ 23,552				\$ 30,512
ATTORNEY SERVICES-OTHER	\$ 99,010	\$ 74,043				\$ 24,967
AUTO ALLOWANCE	\$ 37,268	\$ 37,874				\$ (606)
BAD DEBT EXPENSE		\$ 50				\$ (50)
BANKING/FIN SRVCS CHARGES	\$ 39,500	\$ 35,010				\$ 4,490
CELL PHONE ALLOWANCE	\$ 8,844	\$ 8,740				\$ 104
COMMUNITY PROGRAMS		\$ -				\$ -
CONTRACTS-ELECTIONS	\$ 9,415	\$ 8,903				\$ 512
CONTRACTS-POSTAGE MACHINE	\$ 1,109	\$ 1,109				\$ -
COPIER LEASES	\$ 27,700	\$ 26,029	\$ 3,952			\$ (2,281)
COUNCIL/RDA BOARD PAY	\$ 40,875	\$ 41,005				\$ (130)
EMPLOYEE RECOGNITION AWRD	\$ 15,667	\$ 13,331		\$ 1,345		\$ 991
EQUIPMENT	\$ 783	\$ 0				\$ 783
FEES & LICENSES	\$ 18,250	\$ 14,741				\$ 3,509
FICA	\$ 351,313	\$ 346,444				\$ 4,869
FIRE EXTINGUISHER SERVICE	\$ 1,650	\$ 278				\$ 1,372
FLSA WAGES	\$ 25,725	\$ 26,299				\$ (574)
GAS & ELECTRIC (SDG&E)	\$ 226,530	\$ 186,454				\$ 40,076
HOUSING ALLOWANCE		\$ 2,160				\$ (2,160)
INSURANCE PREMIUM/DEPOSIT	\$ 75					\$ 75
LIFE INSURANCE	\$ 13,622	\$ 13,721				\$ (99)
MAINTENANCE & REPAIR	\$ 74,120	\$ 35,280		\$ 2,813		\$ 36,027
MEMBERSHIP DUES	\$ 30,754	\$ 26,948		\$ 405		\$ 3,401
MGT MEDICAL REIMBURSEMENT	\$ 2,421	\$ 2,492				\$ (71)
MILEAGE REIMBURSEMENT	\$ 724	\$ 255				\$ 469
NUISANCE ABATEMENT CHARGE	\$ 1,500	\$ -		\$ 74		\$ 1,426
OFFICE SUPPLIES	\$ 24,287	\$ 18,730		\$ 29		\$ 5,528
OPERATING SUPPLIES	\$ 322,032	\$ 249,417		\$ 13,824		\$ 58,791
OTHER SERVICES & CHARGES	\$ 124,515	\$ 71,215	\$ 19	\$ 260		\$ 53,021
OVERTIME	\$ 126,331	\$ 125,140				\$ 1,191
PARS CITY CONTRIBUTION	\$ 22,665	\$ 23,215				\$ (550)
PERS-CITY PORTION	\$ 651,746	\$ 645,743				\$ 6,003
PEST CONTROL SERVICE	\$ 4,200	\$ 3,250		\$ 113		\$ 837
PLAN CHECK SERVCIES	\$ 8,298	\$ -				\$ 8,298
POSTAGE & FREIGHT	\$ 17,450	\$ 10,797				\$ 6,653
PRINTING SERVICES	\$ 12,914	\$ 7,005		\$ 19		\$ 5,890
PROFESSIONAL SERVICES	\$ 7,006,776	\$ 5,254,127	\$ 492,417	\$ 2,537		\$ 1,257,696
RCS PROGRAM	\$ 47,500	\$ 37,428				\$ 10,072
RENT-EQUIPMENT	\$ 3,800	\$ 829				\$ 2,971
RENT-FACILITIES	\$ 3,600					\$ 3,600
RENT-UNIFORMS	\$ 38,374	\$ 18,206		\$ 1,195		\$ 18,973
SALARIES FULL-TIME	\$ 4,280,153	\$ 4,255,210				\$ 24,943
SALARIES PART-TIME	\$ 665,213	\$ 664,616				\$ 597
SECTION 125 CAFETERIA	\$ 701,326	\$ 702,585				\$ (1,259)
SECURITY & ALARM	\$ 5,300	\$ 2,620				\$ 2,680
SMALL TOOLS/NON-CAPITAL	\$ 9,578	\$ 3,796		\$ 246		\$ 5,535
SUBSCRIBE & PUBLICATIONS	\$ 4,350	\$ 1,345				\$ 3,005
TECHNICAL SERVICES	\$ 484,061	\$ 278,461	\$ 255	\$ 1,153		\$ 204,193
TEMPORARY STAFFING	\$ 140,226	\$ 108,638		\$ 422		\$ 31,166
TRAFFIC CONTROL	\$ 40,500	\$ 28,038				\$ 12,462
TRAINING & EDUCATION-MOU	\$ 11,400	\$ 4,682				\$ 6,718

City of Imperial Beach  
Warrant Register as Budgeted (FY2015)  
Current as of 08/17/2015

	Budget	Previous Warrant Registers	2015-08-06	2015-08-14	Remaining Budget
TRAVEL, TRAINING, MEETING	\$ 65,983	\$ 49,450		\$ 2,107	\$ 14,426
UNEMPLOYMENT INSURANCE	\$ 56,644	\$ 56,577			\$ 67
UTILITIES-CELL PHONES	\$ 17,053	\$ 14,300			\$ 2,753
UTILITIES-SEWER	\$ 8,300	\$ 8,139			\$ 161
UTILITIES-TELEPHONE	\$ 28,535	\$ 18,818			\$ 9,717
UTILITIES-WATER	\$ 117,519	\$ 99,553	\$ 2,024		\$ 15,943
VEHICLE ABATEMENT CHARGES		\$ -			\$ -
VEHICLE OPERATE-FUEL/OIL		\$ -			\$ -
WORKER'S COMP INSURANCE	\$ 72,025	\$ 72,024			\$ 1
PERS-EMPLOYEE PORTION		\$ (18)			\$ 18
<b>201 GAS TAX FUND</b>					\$ -
AUTO ALLOWANCE	\$ 200	\$ 164			\$ 36
CELL PHONE ALLOWANCE	\$ 200	\$ 54			\$ 146
FICA	\$ 4,259	\$ 4,289			\$ (30)
PERS-CITY PORTION	\$ 11,130	\$ 8,670			\$ 2,460
PROFESSIONAL SERVICES	\$ 673,781	\$ 421,455	\$ 1,323	\$ 7	\$ 250,997
SALARIES FULL-TIME	\$ 61,077	\$ 56,291			\$ 4,786
SECTION 125 CAFETERIA	\$ 8,800	\$ 9,139			\$ (339)
UNEMPLOYMENT INSURANCE	\$ 3,044	\$ 164			\$ 2,880
<b>202 PROP "A" (TRANSNET) FUND</b>					\$ -
ATTORNEY SERVICES	\$ 470	\$ 0			\$ 470
AUTO ALLOWANCE	\$ 400	\$ 128			\$ 272
CELL PHONE ALLOWANCE	\$ 400	\$ 43			\$ 357
FICA	\$ 4,837	\$ 1,619			\$ 3,218
PERS-CITY PORTION	\$ 5,313	\$ 3,243			\$ 2,070
PROFESSIONAL SERVICES	\$ 715,350	\$ 661,865		\$ 4,400	\$ 49,085
SALARIES FULL-TIME	\$ 53,031	\$ 21,218			\$ 31,813
SECTION 125 CAFETERIA	\$ 5,953	\$ 2,800			\$ 3,153
UNEMPLOYMENT INSURANCE	\$ 2,741	\$ 64			\$ 2,677
<b>212 SLESF (COPS) FUND</b>					\$ -
PROFESSIONAL SERVICES	\$ 100,000	\$ 64,563	\$ 27,123		\$ 8,313
<b>215 LLMD-ASSMT DIST #67 FUND</b>					\$ -
GAS & ELECTRIC (SDG&E)	\$ 28,000	\$ 20,727			\$ 7,273
PROFESSIONAL SERVICES	\$ 2,000				\$ 2,000
<b>216 HOUSING AUTHORITY</b>					\$ -
AUTO ALLOWANCE	\$ 50	\$ 48			\$ 2
CELL PHONE ALLOWANCE	\$ 20	\$ 15			\$ 5
FICA	\$ 2,774	\$ 2,952			\$ (178)
LIFE INSURANCE		\$ (17)			\$ 17
MGT MEDICAL REIMBURSEMENT	\$ 40	\$ 37			\$ 3
PERS-CITY PORTION	\$ 5,785	\$ 6,115			\$ (330)
PROFESSIONAL SERVICES	\$ 11,085	\$ 8,185			\$ 2,900
SALARIES FULL-TIME	\$ 1,910	\$ 1,909			\$ 1
SALARIES PART-TIME	\$ 35,396	\$ 37,719			\$ (2,323)
SECTION 125 CAFETERIA	\$ 637	\$ 583			\$ 54
UNEMPLOYMENT INSURANCE	\$ 434	\$ 434			\$ -
<b>217 HOUSING AUTHORITY-BOND</b>					\$ -
ATTORNEY SERVICES		\$ -			\$ -
PROFESSIONAL SERVICES	\$ 275,000	\$ 212,500			\$ 62,500
<b>301 SA DEBT SERVICE FUND</b>					\$ -
BOND INTEREST (2010 TAB)	\$ 1,058,910	\$ 1,058,716			\$ 194
BOND PRINCIPAL (2010 TAB)	\$ 235,000	\$ -			\$ 235,000
INTEREST BOND (2013 TAB)	\$ 762,957	\$ 762,957			\$ 1
PROFESSIONAL SERVICES		\$ (24,111)			\$ 24,111

City of Imperial Beach  
Warrant Register as Budgeted (FY2015)  
Current as of 08/17/2015

	Budget	Previous Warrant Registers	2015-08-06	2015-08-14	Remaining Budget
<b>303 REDEV OBLIG RETIRE FUND</b>					\$ -
ATTORNEY SERVICES	\$ 170,000	\$ 135,523			\$ 34,477
AUTO ALLOWANCE	\$ 5,330	\$ 2,036			\$ 3,294
CELL PHONE ALLOWANCE	\$ 1,410	\$ 547			\$ 863
FICA	\$ 8,290	\$ 8,268			\$ 22
MGT MEDICAL REIMBURSEMENT	\$ 290	\$ 105			\$ 185
OTHER SERVICES & CHARGES	\$ 9,000	\$ 7,260	\$ 20		\$ 1,720
PERS-CITY PORTION	\$ 20,310	\$ 14,274			\$ 6,036
PROFESSIONAL SERVICES	\$ 137,106	\$ 115,460	\$ 870	\$ 3,343	\$ 17,432
SA ADMIN-OTHER REIMB		\$ -			\$ -
SALARIES FULL-TIME	\$ 153,270	\$ 102,759			\$ 50,511
SECTION 125 CAFETERIA	\$ 10,700	\$ 4,145			\$ 6,555
TRAVEL, TRAINING, MEETING	\$ 10	\$ 6			\$ 4
UNEMPLOYMENT INSURANCE	\$ 390	\$ 138			\$ 252
<b>401 CAPITAL IMPROVEMENT FUND</b>					\$ -
AUTO ALLOWANCE	\$ 200	\$ 0			\$ 200
CELL PHONE ALLOWANCE	\$ 200	\$ 0			\$ 200
FICA	\$ 1,958	\$ 0			\$ 1,958
PERS-CITY PORTION	\$ 3,377	\$ (0)			\$ 3,377
PROFESSIONAL SERVICES	\$ 976,911	\$ 235,026		\$ 3,830	\$ 738,055
SALARIES FULL-TIME	\$ 34,019	\$ 0			\$ 34,019
SECTION 125 CAFETERIA	\$ 3,772	\$ 0			\$ 3,772
UNEMPLOYMENT INSURANCE	\$ 574	\$ 0			\$ 574
<b>402 C.I.P. 2010 BOND</b>					\$ -
ATTORNEY SERVICES	\$ 110,400	\$ 36,496			\$ 73,904
AUTO ALLOWANCE	\$ 2,000	\$ 500			\$ 1,500
CELL PHONE ALLOWANCE	\$ 600	\$ 158			\$ 442
FICA	\$ 3,400	\$ 1,398			\$ 2,002
PERS-CITY PORTION	\$ 7,800	\$ 2,988			\$ 4,812
PROFESSIONAL SERVICES	\$ 1,291,877	\$ 526,520	\$ 190		\$ 765,167
SALARIES FULL-TIME	\$ 50,000	\$ 19,379			\$ 30,621
SECTION 125 CAFETERIA	\$ 3,800	\$ 1,357			\$ 2,443
UNEMPLOYMENT INSURANCE		\$ 24			\$ (24)
<b>501 VEHICLE REPLACEMENT/MAINT</b>					\$ -
EQUIPMENT	\$ 214,295	\$ (123,666)		\$ 1,005	\$ 336,956
FEES & LICENSES	\$ 4,000	\$ 3,358			\$ 642
FICA	\$ 10,309	\$ 10,174			\$ 135
FIRE EXTINGUISHER SERVICE	\$ 400	\$ 246			\$ 154
LIFE INSURANCE	\$ 259	\$ 268			\$ (9)
MAINTENANCE & REPAIR	\$ 23,100	\$ 19,244		\$ 1,192	\$ 2,664
OPERATING SUPPLIES	\$ 9,610	\$ 9,363		\$ 188	\$ 58
OTHER SERVICES & CHARGES	\$ 2,100	\$ 926			\$ 1,174
OVERTIME	\$ 200				\$ 200
PERS-CITY PORTION	\$ 18,407	\$ 18,619			\$ (212)
SALARIES FULL-TIME	\$ 133,232	\$ 136,771			\$ (3,539)
SECTION 125 CAFETERIA	\$ 23,822	\$ 23,822			\$ (0)
SMALL TOOLS/NON-CAPITAL	\$ 1,340	\$ 328		\$ 54	\$ 958
UNEMPLOYMENT INSURANCE	\$ 885	\$ 868			\$ 17
VEHICLE OPERATE-FUEL/OIL	\$ 211,824	\$ 186,633			\$ 25,191
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$ 20,177		\$ 329	\$ 4,494
WORKER'S COMP INSURANCE	\$ 3,266	\$ 3,264			\$ 2
<b>502 RISK MANAGEMENT FUND</b>					\$ -
ATTORNEY SERVICES	\$ 88,498	\$ 72,162			\$ 16,336
AUTO ALLOWANCE	\$ 1,591	\$ 1,663			\$ (72)

City of Imperial Beach  
Warrant Register as Budgeted (FY2015)  
Current as of 08/17/2015

					Remaining Budget
	Budget	Previous Warrant Registers	2015-08-06	2015-08-14	
CELL PHONE ALLOWANCE	\$ 210	\$ 228			\$ (18)
FICA	\$ 4,931	\$ 4,877			\$ 54
INSURANCE PREMIUM/DEPOSIT	\$ 167,344	\$ 104,557			\$ 62,787
INSURANCE PREMIUM/WK COMP	\$ 54,410	\$ 54,410			\$ 0
LIFE INSURANCE	\$ 262	\$ 271			\$ (9)
MGT MEDICAL REIMBURSEMENT	\$	\$ -			\$ -
OFFICE SUPPLIES	\$ 250				\$ 250
OPERATING SUPPLIES	\$	\$ -			\$ -
OTHER SERVICES & CHARGES	\$ 3,333	\$ 3,333			\$ 0
OVERTIME	\$ 50	\$ 10			\$ 40
PAYMENT OF CLAIMS	\$ 20,372	\$ 20,372		\$ 778	\$ (777)
PERS-CITY PORTION	\$ 6,554	\$ 6,625			\$ (71) Offset by Cost Recovery
PROFESSIONAL SERVICES	\$ 2,250	\$ 2,250			\$ -
PYMT OF WORK COMP CLAIMS	\$ 142,950	\$ 149,536			\$ (6,586)
SALARIES FULL-TIME	\$ 62,023	\$ 64,252			\$ (2,229)
SECTION 125 CAFETERIA	\$ 8,509	\$ 8,867			\$ (358)
SUBSCRIBE & PUBLICATIONS	\$	\$ -			\$ -
TECHNICAL SERVICES	\$ 1,580	\$ 1,578			\$ 2
THIRD PARTY ADMIN (W/C)	\$ 28,406	\$ 28,406			\$ (0)
UNEMPLOYMENT INSURANCE	\$ 349	\$ 347			\$ 2 Credit to offset claims
WORKER'S COMP INSURANCE	\$ 1,025	\$ 1,020			\$ 5
CLAIM-COST RECOVERY	\$	\$ (3,405)			\$ 3,405
<b>503 TECHNOLOGY/COMMUNICATIONS</b>					\$ -
AUTO ALLOWANCE	\$ 4,542	\$ 4,359			\$ 183
CELL PHONE ALLOWANCE	\$ 700	\$ 675			\$ 25
EQUIPMENT	\$ 41,546	\$ (44,606)	\$ 9,951		\$ 76,201
FEES & LICENSES	\$ 1,900	\$ 1,902			\$ (2)
FICA	\$ 11,630	\$ 11,630			\$ 0
H.T.E. MAINTENANCE	\$ 64,175	\$ 62,925			\$ 1,250
LIFE INSURANCE	\$ 627	\$ 577			\$ 50
MAINTENANCE & REPAIR	\$ 105	\$ 105			\$ 0
MEMBERSHIP DUES	\$ 240	\$ 240			\$ -
MGT MEDICAL REIMBURSEMENT	\$	\$ -			\$ -
OFFICE SUPPLIES	\$ 500	\$ 198			\$ 302
OPERATING SUPPLIES	\$ 5,065	\$ 1,925			\$ 3,140
OTHER SERVICES & CHARGES	\$ 500	\$ 414			\$ 86
PARS CITY CONTRIBUTION	\$ 402	\$ 391			\$ 11
PERS-CITY PORTION	\$ 15,334	\$ 15,251			\$ 83
POSTAGE & FREIGHT	\$ 200	\$ 149			\$ 51
PROFESSIONAL SERVICES	\$ 32,595	\$ 15,494	\$ 3,900		\$ 13,201
QUESYST	\$ 6,000	\$ 6,000			\$ -
SALARIES FULL-TIME	\$ 137,582	\$ 141,143			\$ (3,561)
SALARIES PART-TIME	\$ 9,481	\$ 10,414			\$ (933)
SECTION 125 CAFETERIA	\$ 19,521	\$ 18,750			\$ 771
SMALL TOOLS/NON-CAPITAL	\$ 31,644	\$ 8,465		\$ 4,520	\$ 18,660
SUBSCRIBE & PUBLICATIONS	\$	\$ -			\$ -
TECHNICAL SERVICES	\$ 25,116	\$ 20,328			\$ 4,788
TEMPORARY STAFFING	\$ 20,000	\$ 19,985			\$ 15
TRAVEL, TRAINING, MEETING	\$ 1,000	\$ 619			\$ 381
UNEMPLOYMENT INSURANCE	\$ 1,417	\$ 1,434			\$ (17)
UTILITIES-CELL PHONES	\$ 4,000	\$ 3,117			\$ 883
UTILITIES-TELEPHONE	\$ 10,343	\$ 9,413			\$ 930
WORKER'S COMP INSURANCE	\$ 859	\$ 864			\$ (5)
<b>504 FACILITY MAINT/REPLACEMNT</b>					\$ -

City of Imperial Beach  
Warrant Register as Budgeted (FY2015)  
Current as of 08/17/2015

	Budget	Previous Warrant Registers	2015-08-06	2015-08-14	Remaining Budget
EQUIPMENT	\$ 47,000				\$ 47,000
TECHNICAL SERVICES	\$ 79,000	\$ 65,937			\$ 13,063
<b>601 SEWER ENTERPRISE FUND</b>					\$ -
AUTO ALLOWANCE	\$ 600	\$ 289			\$ 311
CELL PHONE ALLOWANCE	\$ 400	\$ 54			\$ 346
EQUIPMENT		\$ -			\$ -
FEES & LICENSES	\$ 2,375	\$ 1,702		\$ 173	\$ 500
FICA	\$ 28,951	\$ 21,178			\$ 7,773
GAS & ELECTRIC (SDG&E)	\$ 70,050	\$ 62,419			\$ 7,631
INTEREST PMT-CITY LOAN	\$ 635				\$ 635
LIFE INSURANCE	\$ 649	\$ 597			\$ 52
MAINTENANCE & REPAIR	\$ 45,020	\$ 33,805			\$ 11,215
MEMBERSHIP DUES	\$ 800	\$ 695			\$ 105
OPERATING SUPPLIES	\$ 15,045	\$ 6,313	\$ 262	\$ 567	\$ 7,904
OTHER SERVICES & CHARGES	\$ 8,400	\$ 3,768			\$ 4,632
OVERTIME	\$ 13,200	\$ 12,870			\$ 330
PERS-CITY PORTION	\$ 44,543	\$ 35,358			\$ 9,185
PRINCIPAL PMT-CITY LOAN	\$ 122,761				\$ 122,761
PROFESSIONAL SERVICES	\$ 1,348,266	\$ (141,538)			\$ 1,489,804
RENT-EQUIPMENT	\$ 1,000				\$ 1,000
SALARIES FULL-TIME	\$ 325,523	\$ 237,815			\$ 87,708
SECTION 125 CAFETERIA	\$ 62,784	\$ 44,890			\$ 17,894
SECURITY & ALARM	\$ 4,000	\$ 3,304			\$ 696
SMALL TOOLS/NON-CAPITAL	\$ 7,000	\$ 747		\$ 1,167	\$ 5,086
STAND-BY PAY	\$ 19,000	\$ 17,127			\$ 1,873
TECHNICAL SERVICES	\$ 2,574,100	\$ 2,431,858		\$ 767	\$ 141,475
TEMPORARY STAFFING	\$ 25,000	\$ 18,697			\$ 6,303
TRAVEL, TRAINING, MEETING	\$ 1,980	\$ 1,980			\$ -
UNEMPLOYMENT INSURANCE	\$ 7,765	\$ 1,608			\$ 6,157
UTILITIES-TELEPHONE	\$ 4,000	\$ 880			\$ 3,120
UTILITIES-WATER	\$ 3,500	\$ 2,804	\$ 9		\$ 687
WORKER'S COMP INSURANCE	\$ 6,532	\$ 6,528			\$ 4
<b>Revenue</b>					
<b>Asset</b>					
<b>Liability</b>					
<b>Fund Balance</b>					
<b>Grand Total</b>			<b>\$ 540,714</b>	<b>\$ 54,980</b>	

Items listed in FY2016 Schedule \$ 44,490 \$ 82,190

**City of Imperial Beach**  
Warrant Register as Budgeted (FY2016)  
Current as of 08/17/2015

Expense	Budget	Previous Warrant Registers		2015-08-06		2015-08-14		Remaining Budget
<b>101 GENERAL FUND</b>								
ADVERTISING	\$ 7,000	\$ 155	\$ 145				\$ 6,700	
ATTORNEY SERVICES	\$ 40,276						\$ 40,276	
ATTORNEY SERVICES-OTHER	\$ 110,724	\$ -					\$ 110,724	
AUTO ALLOWANCE	\$ 48,075	\$ 4,569					\$ 43,506	
BANKING/FIN SRVCS CHARGES	\$ 38,000	\$ 6,663		\$ 223			\$ 31,113	
CELL PHONE ALLOWANCE	\$ 13,440	\$ 1,158					\$ 12,282	
COMMUNITY PROGRAMS	\$ 77,300		\$ 3,800				\$ 73,500	
CONTRACTS-ELECTIONS	\$ 9,000						\$ 9,000	
COPIER LEASES	\$ 28,050	\$ 2,443	\$ 1,935				\$ 23,672	
COUNCIL/RDA BOARD PAY	\$ 41,999	\$ 4,265					\$ 37,734	
EMPLOYEE RECOGNITION AWRD	\$ 2,700						\$ 2,700	
EQUIPMENT	\$ 7,500						\$ 7,500	
FEES & LICENSES	\$ 20,485						\$ 20,485	
FICA	\$ 364,943	\$ 41,389					\$ 323,554	
FIRE EXTINGUISHER SERVICE	\$ 550						\$ 550	
FLSA WAGES	\$ 27,528	\$ 2,661					\$ 24,867	
GAS & ELECTRIC (SDG&E)	\$ 237,000			\$ 19,846			\$ 217,154	
HOUSING ALLOWANCE		\$ 3,840					\$ (3,840)	
LIFE INSURANCE	\$ 14,265	\$ 1,604					\$ 12,661	
MAINTENANCE & REPAIR	\$ 70,200	\$ -	\$ 1,975				\$ 68,225	
MEMBERSHIP DUES	\$ 36,306	\$ -	\$ 3,250				\$ 33,056	
MGT MEDICAL REIMBURSEMENT	\$ 3,150	\$ (571)	\$ 420				\$ 3,301	
MILEAGE REIMBURSEMENT	\$ 500						\$ 500	
NUISANCE ABATEMENT CHARGE	\$ 1,000						\$ 1,000	
OFFICE SUPPLIES	\$ 19,950	\$ 557		\$ 41			\$ 19,351	
OPERATING SUPPLIES	\$ 285,845	\$ 2,288	\$ 2,796	\$ 1,014			\$ 279,747	
OTHER SERVICES & CHARGES	\$ 34,800	\$ 374	\$ 133				\$ 34,294	
OVERTIME	\$ 122,800	\$ 19,978					\$ 102,822	
PARS CITY CONTRIBUTION	\$ 24,816	\$ 4,354					\$ 20,462	
PERS-CITY PORTION	\$ 792,142	\$ 379,275					\$ 412,867	
PEST CONTROL SERVICE	\$ 4,300	\$ 161		\$ 325			\$ 3,814	
PLAN CHECK SERVCIES	\$ 8,000						\$ 8,000	
POSTAGE & FREIGHT	\$ 1,200	\$ 226					\$ 974	
PRINTING SERVICES	\$ 10,376	\$ 341					\$ 10,035	
PROFESSIONAL SERVICES	\$ 7,821,795	\$ 5,097		\$ 987			\$ 7,815,711	
RCS PROGRAM	\$ 48,500						\$ 48,500	
RENT-EQUIPMENT	\$ 3,400						\$ 3,400	
RENT-UNIFORMS	\$ 31,612	\$ 395		\$ 86			\$ 31,131	
SALARIES FULL-TIME	\$ 4,437,894	\$ 454,900					\$ 3,982,994	
SALARIES PART-TIME	\$ 679,576	\$ 119,586					\$ 559,990	
SECTION 125 CAFETERIA	\$ 832,487	\$ 83,563					\$ 748,924	
SECURITY & ALARM	\$ 5,460	\$ -	\$ 185				\$ 5,275	
SMALL TOOLS/NON-CAPITAL	\$ 21,750						\$ 21,750	
SUBSCRIBE & PUBLICATIONS	\$ 5,475						\$ 5,475	
TECHNICAL SERVICES	\$ 506,375	\$ 5,181	\$ 4,215	\$ 2,069			\$ 494,910	

**City of Imperial Beach**  
**Warrant Register as Budgeted (FY2016)**  
 Current as of 08/17/2015

	Budget	Previous Warrant Registers	2015-08-06	2015-08-14	Remaining Budget
TEMPORARY STAFFING	\$ 15,000	\$ 811		\$ 3,990	\$ 10,198
TRAFFIC CONTROL	\$ 51,000	\$ -	\$ 766	\$ 93	\$ 50,141
TRAINING & EDUCATION-MOU	\$ 10,000				\$ 10,000
TRAVEL, TRAINING, MEETING	\$ 62,050	\$ -	\$ 2,958	\$ 674	\$ 58,418
UNEMPLOYMENT INSURANCE	\$ 41,956	\$ 6,021			\$ 35,935
UTILITIES-CELL PHONES	\$ 20,100				\$ 20,100
UTILITIES-SEWER	\$ 8,568				\$ 8,568
UTILITIES-TELEPHONE	\$ 200				\$ 200
UTILITIES-WATER	\$ 149,680	\$ 1,674			\$ 148,006
WORKER'S COMP INSURANCE	\$ 71,209				\$ 71,209
<b>201 GAS TAX FUND</b>					\$ -
AUTO ALLOWANCE		\$ 12			\$ (12)
CELL PHONE ALLOWANCE		\$ 4			\$ (4)
FICA		\$ 205			\$ (205)
PERS-CITY PORTION		\$ 290			\$ (290)
PROFESSIONAL SERVICES	\$ 628,000	\$ 287		\$ 4,150	\$ 623,563
SALARIES FULL-TIME		\$ 2,582			\$ (2,582)
SECTION 125 CAFETERIA		\$ 403			\$ (403)
<b>202 PROP "A" (TRANSNET) FUND</b>					\$ -
AUTO ALLOWANCE		\$ 49			\$ (49)
CELL PHONE ALLOWANCE		\$ 16			\$ (16)
FICA		\$ 317			\$ (317)
PERS-CITY PORTION		\$ 439			\$ (439)
PROFESSIONAL SERVICES	\$ 1,200,000	\$ -			\$ 1,200,000
SALARIES FULL-TIME		\$ 4,003			\$ (4,003)
SECTION 125 CAFETERIA		\$ 685			\$ (685)
<b>212 SLESF (COPS) FUND</b>					\$ -
PROFESSIONAL SERVICES	\$ 100,000				\$ 100,000
<b>215 LLMD-ASSMT DIST #67 FUND</b>					\$ -
GAS & ELECTRIC (SDG&E)	\$ 27,000			\$ 2,109	\$ 24,891
PROFESSIONAL SERVICES	\$ 2,000				\$ 2,000
<b>216 HOUSING AUTHORITY</b>					\$ -
FICA	\$ 3,529	\$ 224			\$ 3,305
PERS-CITY PORTION	\$ 8,788	\$ 4,255			\$ 4,533
PROFESSIONAL SERVICES	\$ 4,100	\$ -			\$ 4,100
SALARIES PART-TIME	\$ 46,133	\$ 2,934			\$ 43,199
UNEMPLOYMENT INSURANCE	\$ 434				\$ 434
<b>301 SA DEBT SERVICE FUND</b>					\$ -
BOND INTEREST (2010 TAB)	\$ 1,051,836	\$ (86,171)			\$ 1,138,007
BOND PRINCIPAL (2010 TAB)	\$ 245,000				\$ 245,000
INTEREST BOND (2013 TAB)	\$ 762,957	\$ (65,872)			\$ 828,829
<b>303 REDEV OBLIG RETIRE FUND</b>					\$ -
ATTORNEY SERVICES	\$ 90,000				\$ 90,000
FICA		\$ 8			\$ (8)
OTHER SERVICES & CHARGES	\$ 9,000				\$ 9,000
PERS-CITY PORTION		\$ 12			\$ (12)
PROFESSIONAL SERVICES	\$ 200,000	\$ -			\$ 200,000

**City of Imperial Beach**  
Warrant Register as Budgeted (FY2016)  
Current as of 08/17/2015

	Budget	Previous Warrant Registers		2015-08-06		2015-08-14		Remaining Budget
SALARIES FULL-TIME	\$ 250,000	\$	105					\$ 249,895
SECTION 125 CAFETERIA		\$	6					\$ (6)
<b>401 CAPITAL IMPROVEMENT FUND</b>								\$ -
AUTO ALLOWANCE		\$	19					\$ (19)
CELL PHONE ALLOWANCE		\$	6					\$ (6)
FICA		\$	72					\$ (72)
PERS-CITY PORTION		\$	97					\$ (97)
PROFESSIONAL SERVICES	\$ 3,875,000	\$	-					\$ 3,875,000
SALARIES FULL-TIME		\$	886					\$ (886)
SECTION 125 CAFETERIA		\$	170					\$ (170)
<b>402 C.I.P. 2010 BOND</b>								\$ -
AUTO ALLOWANCE		\$	5					\$ (5)
CELL PHONE ALLOWANCE		\$	2					\$ (2)
FICA		\$	70					\$ (70)
PERS-CITY PORTION		\$	95					\$ (95)
PROFESSIONAL SERVICES	\$ 4,389,452	\$	-					\$ 4,389,452
SALARIES FULL-TIME		\$	865					\$ (865)
SECTION 125 CAFETERIA		\$	68					\$ (68)
<b>420 PARKS MAJOR MAINTENAN CIP</b>								\$ -
PROFESSIONAL SERVICES	\$ 225,000							\$ 225,000
<b>501 VEHICLE REPLACEMENT/MAINT</b>								\$ -
FEES & LICENSES	\$ 3,150	\$	1,555					\$ 1,595
FICA	\$ 9,373	\$	2,317					\$ 7,056
FIRE EXTINGUISHER SERVICE	\$ 400							\$ 400
LIFE INSURANCE	\$ 265	\$	22					\$ 243
MAINTENANCE & REPAIR	\$ 11,100	\$	245					\$ 10,855
OPERATING SUPPLIES	\$ 4,100	\$	-			\$ 66		\$ 4,034
OTHER SERVICES & CHARGES	\$ 2,400							\$ 2,400
OVERTIME	\$ 300							\$ 300
PERS-CITY PORTION	\$ 23,762	\$	11,458					\$ 12,304
SALARIES FULL-TIME	\$ 124,734	\$	29,842					\$ 94,892
SECTION 125 CAFETERIA	\$ 25,760	\$	2,045					\$ 23,715
SMALL TOOLS/NON-CAPITAL	\$ 12,000	\$	-	\$ 54				\$ 11,946
TEMPORARY STAFFING		\$	990			\$ 2,181		\$ (3,170)
UNEMPLOYMENT INSURANCE	\$ 868							\$ 868
VEHICLE OPERATE-FUEL/OIL	\$ 240,200	\$	3,353	\$ 5,033		\$ 4,687		\$ 227,127
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$	544	\$ 1,562		\$ 59		\$ 22,834
WORKER'S COMP INSURANCE	\$ 3,266							\$ 3,266
<b>502 RISK MANAGEMENT FUND</b>								\$ -
ATTORNEY SERVICES	\$ 75,000							\$ 75,000
AUTO ALLOWANCE	\$ 1,980	\$	194					\$ 1,786
CELL PHONE ALLOWANCE	\$ 600	\$	26					\$ 574
FICA	\$ 5,911	\$	574					\$ 5,337
INSURANCE PREMIUM/DEPOSIT	\$ 157,236	\$	-					\$ 157,236
INSURANCE PREMIUM/WK COMP	\$ 80,000	\$	-					\$ 80,000
LIFE INSURANCE	\$ 269	\$	30					\$ 239
MGT MEDICAL REIMBURSEMENT	\$ 126							\$ 126

**City of Imperial Beach**  
**Warrant Register as Budgeted (FY2016)**  
 Current as of 08/17/2015

	Budget	Previous Warrant Registers		2015-08-06	2015-08-14	Remaining Budget
OPERATING SUPPLIES	\$ 1,000					\$ 1,000
PAYMENT OF CLAIMS	\$ 50,000					\$ 50,000
PERS-CITY PORTION	\$ 9,080	\$ 615				\$ 8,465
PYMT OF WORK COMP CLAIMS	\$ 150,000	\$ 9,845				\$ 140,155
SALARIES FULL-TIME	\$ 70,512	\$ 7,023				\$ 63,489
SECTION 125 CAFETERIA	\$ 9,947	\$ 1,083				\$ 8,864
TECHNICAL SERVICES	\$ 1,000					\$ 1,000
THIRD PARTY ADMIN (W/C)	\$ 28,500	\$ -				\$ 28,500
UNEMPLOYMENT INSURANCE	\$ 347					\$ 347
WORKER'S COMP INSURANCE	\$ 1,025					\$ 1,025
<b>503 TECHNOLOGY/COMMUNICATIONS</b>						\$ -
AUTO ALLOWANCE	\$ 4,800	\$ 257				\$ 4,543
CELL PHONE ALLOWANCE	\$ 960	\$ 37				\$ 923
EQUIPMENT	\$ 30,000					\$ 30,000
FEES & LICENSES	\$ 7,164					\$ 7,164
FICA	\$ 13,516	\$ 873				\$ 12,643
H.T.E. MAINTENANCE	\$ 37,500	\$ -	\$ 12,526			\$ 24,974
LIFE INSURANCE	\$ 571	\$ 65				\$ 506
MAINTENANCE & REPAIR	\$ 1,400					\$ 1,400
MEMBERSHIP DUES	\$ 640					\$ 640
MGT MEDICAL REIMBURSEMENT	\$ 84					\$ 84
OFFICE SUPPLIES	\$ 500					\$ 500
OPERATING SUPPLIES	\$ 7,000					\$ 7,000
PARS CITY CONTRIBUTION	\$ 883	\$ 80				\$ 803
PERS-CITY PORTION	\$ 19,271	\$ 7,511				\$ 11,760
POSTAGE & FREIGHT	\$ 200					\$ 200
PROFESSIONAL SERVICES	\$ 12,850	\$ -	\$ 300			\$ 12,550
QUESYST	\$ 8,000					\$ 8,000
SALARIES FULL-TIME	\$ 130,702	\$ 9,943				\$ 120,759
SALARIES PART-TIME	\$ 23,559	\$ 2,123				\$ 21,436
SECTION 125 CAFETERIA	\$ 26,001	\$ 1,767				\$ 24,234
SMALL TOOLS/NON-CAPITAL	\$ 24,600	\$ -				\$ 24,600
TECHNICAL SERVICES	\$ 47,020	\$ -	\$ 821	\$ 2,535		\$ 43,664
TRAVEL, TRAINING, MEETING	\$ 4,950					\$ 4,950
UNEMPLOYMENT INSURANCE	\$ 1,389	\$ 119				\$ 1,270
UTILITIES-CELL PHONES	\$ 4,000					\$ 4,000
UTILITIES-TELEPHONE	\$ 12,000					\$ 12,000
<b>504 FACILITY MAINT/REPLACEMNT</b>						\$ -
AUTO ALLOWANCE		\$ 3				\$ (3)
CELL PHONE ALLOWANCE		\$ 1				\$ (1)
FICA		\$ 10				\$ (10)
PERS-CITY PORTION		\$ 14				\$ (14)
PROFESSIONAL SERVICES	\$ 100,000	\$ -				\$ 100,000
SALARIES FULL-TIME		\$ 125				\$ (125)
SECTION 125 CAFETERIA		\$ 21				\$ (21)
TECHNICAL SERVICES	\$ 58,600	\$ -				\$ 58,600
<b>601 SEWER ENTERPRISE FUND</b>						\$ -

**City of Imperial Beach**  
**Warrant Register as Budgeted (FY2016)**  
 Current as of 08/17/2015

	Budget	Previous Warrant Registers		2015-08-06		2015-08-14		Remaining Budget	
AUTO ALLOWANCE		\$	298					\$ (298)	
CELL PHONE ALLOWANCE		\$	54					\$ (54)	
EQUIPMENT	\$	42,000						\$ 42,000	
FEES & LICENSES	\$	2,950						\$ 2,950	
FICA	\$	20,686	\$	2,700				\$ 17,986	
GAS & ELECTRIC (SDG&E)	\$	68,000				\$	7,271	\$ 60,729	
LIFE INSURANCE	\$	664	\$	64				\$ 600	
MAINTENANCE & REPAIR	\$	40,800	\$	-				\$ 40,800	
MEMBERSHIP DUES	\$	900						\$ 900	
OPERATING SUPPLIES	\$	13,895	\$	217	\$	378	\$	555	\$ 12,745
OTHER SERVICES & CHARGES	\$	8,400						\$ 8,400	
OVERTIME	\$	12,200	\$	1,920				\$ 10,280	
PERS-CITY PORTION	\$	48,138	\$	3,188				\$ 44,950	
PROFESSIONAL SERVICES	\$	2,134,360	\$	-				\$ 2,134,360	
RENT-EQUIPMENT	\$	1,000						\$ 1,000	
SALARIES FULL-TIME	\$	252,693	\$	29,721				\$ 222,972	
SECTION 125 CAFETERIA	\$	57,094	\$	5,112				\$ 51,982	
SECURITY & ALARM	\$	4,000	\$	-			\$	294	\$ 3,707
SMALL TOOLS/NON-CAPITAL	\$	1,400	\$	-				\$ 1,400	
STAND-BY PAY	\$	21,000	\$	1,939				\$ 19,061	
TECHNICAL SERVICES	\$	2,681,200	\$	560,633			\$	57	\$ 2,120,510
TEMPORARY STAFFING	\$	30,000	\$	-			\$	1,953	\$ 28,047
TRAVEL, TRAINING, MEETING	\$	5,200						\$ 5,200	
UNEMPLOYMENT INSURANCE	\$	2,170	\$	36				\$ 2,134	
UTILITIES-TELEPHONE	\$	2,500	\$	47				\$ 2,453	
UTILITIES-WATER	\$	6,700	\$	(1,753)				\$ 8,453	
WORKER'S COMP INSURANCE	\$	6,532						\$ 6,532	
<b>Revenue</b>				\$	100	\$	(151)		
<b>Asset</b>						\$	14,493		
<b>Liability</b>				\$	1,138	\$	12,583		
<b>Fund Balance</b>									
<b>Grand Total</b>				\$	44,490	\$	82,190		
Items listed in FY2015 Schedule				\$	540,714	\$	54,980		



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *SI for AH*  
MEETING DATE: SEPTEMBER 2, 2015  
ORIGINATING DEPT.: CITY CLERK *JMH*  
SUBJECT: CONSIDERATION OF RESOLUTION NO. 2015-7619 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FINANCIAL ASSISTANCE AND OTHER MATTERS ASSOCIATED WITH THE SYMPHONY BY THE SEA EVENT AND RESOLUTION NO. 2015-7620 AUTHORIZING THE SUBMITTAL OF A FUNDING REQUEST AND APPLICATION FOR THE COUNTY OF SAN DIEGO NEIGHBORHOOD REINVESTMENT PROGRAM

**EXECUTIVE SUMMARY:**

Adoption of Resolution No. 2015-7619 authorizes the City Manager to execute an agreement with the San Diego Unified Port District for financial assistance for the Symphony by the Sea Event, authorizes adjustment of the FY 2016 budget to recognize receipt and expenditure of funding and event sponsorships, and authorizes the City Manager and or his designee to execute other agreements necessary for the production of the Symphony by the Sea event. Adoption of Resolution No. 2015-7620 authorizes the submittal of a funding request and application for the County Of San Diego Neighborhood Reinvestment Program.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolutions.

**OPTIONS:**

- Adopt resolutions or
- Do not adopt resolutions and fund the event through the City's General Fund.

**BACKGROUND:**

The Symphony by the Sea event is scheduled for Saturday, October 10, 2015 at 6:30 p.m. at Portwood Pier Plaza. The City of Imperial Beach and the Port of San Diego jointly sponsor the event. Symphony by the Sea is completely free to the public and draws concert lovers from all over the San Diego area and particularly from the South Bay.

The concert will again feature two of San Diego State University's performance ensembles:

- SDSU Wind Symphony – An award winning, flagship program in the CSU system, and champion of new works and

- SDSU Symphony Orchestra – Performed the critically acclaimed performances of Les Misérables, it is led by a new, energetic conductor and the student talent is outstanding.

**DISCUSSION:**

On May 12, 2015, the Board of Port Commissioners approved \$17,000 in financial assistance and \$660.00 in District services for the City of Imperial Beach to produce the Symphony by the Sea event. In order to receive the funding, the City must enter into an agreement with the San Diego Unified Port District (attachment 2). Staff has also received commitment of additional event sponsorships totaling \$5,500.

Additionally, staff was recently informed of a grant opportunity through the County of San Diego Neighborhood Reinvestment program. Staff prepared a funding request in the amount of \$5,000 but in order to apply for this grant, the City Council must adopt a resolution authorizing the submittal of the funding request with the application packet and listing and showing the signature of the person who is authorized to sign the grant agreement.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL ANALYSIS:**

It is necessary to adjust the Fiscal Year 2016 expense budget by \$10,500 as well as the revenue budget to recognize funding received from event sponsors to offset all or a portion of this expense.

Attachments:

1. Resolution No. 2015-7619
2. Resolution No. 2015-7620
3. Agreement with the SD Unified Port District

**RESOLUTION NO. 2015-7619**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FINANCIAL ASSISTANCE AND OTHER MATTERS ASSOCIATED WITH THE SYMPHONY BY THE SEA EVENT**

**WHEREAS**, the Symphony by the Sea event is scheduled for Saturday, October 10, 2015 at 6:30 p.m. at Portwood Pier Plaza; and

**WHEREAS**, the City of Imperial Beach and the San Diego Unified Port District jointly sponsor the event; and

**WHEREAS**, Symphony by the Sea is completely free to the public and draws concert lovers from all over the San Diego area and particularly from the South Bay; and

**WHEREAS**, the San Diego Unified Port District Board approved \$17,000 in financial assistance and \$660.00 in District Services for the City of Imperial Beach to produce the Symphony by the Sea event; and

**WHEREAS**, it is necessary to execute an agreement in order to receive the Port funding; and

**WHEREAS**, staff has received commitment of additional event sponsorships totaling \$5,500 and one sponsorship request was still pending at the time of writing the staff report; and

**WHEREAS**, it is estimated the total cost for the event to be \$27,500, excluding District Services

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

1. The Symphony by the Sea event will be held on Saturday, October 10, 2015 at 6:30 p.m.
2. The City Manager is authorized to execute an agreement with the San Diego Unified Port District for financial assistance in the amount of \$17,000 and \$660.00 in District Services to produce the Symphony by the Sea event.
3. The City Manager and or his designee are authorized to execute other agreements necessary for the production of the Symphony by the Sea event.
4. The City Manager is authorized to amend the Fiscal Year 2016 expense budget by \$10,500 as well as the revenue budget to recognize funding received from event sponsors to offset all or a portion of this expense.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of September 2015, by the following vote:

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

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**SERGE DEDINA, MAYOR**

**ATTEST:**

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

**RESOLUTION NO. 2015-7620**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A FUNDING REQUEST AND APPLICATION FOR THE COUNTY OF SAN DIEGO NEIGHBORHOOD REINVESTMENT PROGRAM**

**WHEREAS**, the County of San Diego Neighborhood Reinvestment Program provides funding for non-profit corporations for certain specified purposes; and

**WHEREAS**, the City of Imperial Beach wants to file an application with the County of San Diego for Neighborhood Reinvestment Program funding.

**NOW, THEREFORE, BE IT RESOLVED**, that by the City Council of the City of Imperial Beach:

1. Confirms that the City of Imperial Beach is a public agency under the laws of the State of California;
2. Approves the filing of an application with the County of San Diego for Neighborhood Reinvestment Program funding during the County's 2015-2016 fiscal year; and
3. Authorizes the people listed below to sign a grant agreement with the County of San Diego for Neighborhood Reinvestment Program funds for the 2015-2016 fiscal year.

1. Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of September 2015, by the following vote:

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

\_\_\_\_\_  
**SERGE DEDINA, MAYOR**

**ATTEST:**

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

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
CITY OF IMPERIAL BEACH  
for  
SYMPHONY BY THE SEA  
AGREEMENT NO. 188-2015**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT (District), a public corporation and CITY OF IMPERIAL BEACH, a Municipality located in Imperial Beach, California (City).

Recitals:

District and City desire to enter into an agreement for promotional services at Symphony by the Sea.

Both parties agree to the following:

1. **SCOPE OF SERVICES.** City shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. City shall keep the Executive Director of the District or his designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2015 and shall terminate on June 30, 2016, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate City based on the following, subject to the limitation of the maximum expenditure provided herein:
  - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$17,000.00 in funding and \$660.00 in District Services for

a total not to exceed \$17,660.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. City shall not be required to perform further services after compensation has been expended. In the event that the City anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Progress Documentation.** At the District's request, City shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. City shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by City for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. City understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in

progress and to audit financial records, whether or not final, which City or anyone else associated with the work has prepared or which relate to the work which City is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. City shall provide District at City's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the City's office or facilities, which are engaged in the performance of services pursuant to this Agreement. City shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. City's failure to provide the records within the time requested shall preclude City from receiving any compensation due under this Agreement until such documents are provided.

5. **CITY'S SUB-CONTRACTORS**

- a. It may be necessary for City to sub-contract for the performance of certain technical services or other services for City to perform and complete the required services; provided, however, all City's sub-contractors shall be subject to prior written approval by District. The City shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by City or City's sub-contractors. City shall compensate each City's sub-contractors in the time periods required by law. Any City's sub-contractors employed by City shall be independent sub-contractors and not agents of District. City shall insure that City's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
  
- b. City shall also include a clause in its Agreements with City's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this

Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require City's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, City and City's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. City shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
  - b. City shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.
7. **INDEPENDENT ANALYSIS.** City shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, City shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.
8. **ASSIGNMENT.** This is a personal services Agreement between the parties and City shall not assign or transfer voluntarily or involuntarily any of its rights, duties,

or obligations under this Agreement without the express written consent of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. **Duty to Indemnify, duty to defend and hold harmless:** To the fullest extent provided by law, City agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including City's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by City as provided for in this Agreement **or related to the 2015 "Symphony by the Sea"**, or failure to act by City, its officers, agents, subcontractors and employees. The City's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The City further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that City pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the City provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of City provided for in this Agreement, City agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. City shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
- (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
    - (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$100,000.
    - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).
    - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the City's insurance and shall not contribute to it.
    - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").

- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of the City and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

- b. City shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. City shall also provide notice to

District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
  - d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on City or City's sub-contractors or any tier of City's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
11. **ACCURACY OF SERVICES.** City shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. City shall correct such deficiencies without additional compensation. Furthermore, City expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. City shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the City or its agents, employees, or subcontractors.
12. **INDEPENDENT CONTRACTOR.** City and any agent or employee of City shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the City's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or

explicit by or for the City. City shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. City acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. City disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by City, if any, pursuant to this Agreement, shall be the property of District from the moment of their preparation and the City shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, City shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by City pursuant to this Agreement (including any duplicate copies kept by the City) shall not be shown to any other public or private person or entity, except as authorized by District. City shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to City of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by City to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by City other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution

procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the City, made an exhaustive inspection to check the quality or quantity of the services performed by the City, made an examination to ascertain how or for what purpose the City has used money previously paid on account by the District, or constitute a waiver of claims against the City by the District. The District may in its sole discretion withhold payments or seek reimbursement from the City for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the City. Upon five (5) day written notice to the City, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the City to pay the same; and the amount due the City under this Agreement or the whole or so much of the money due or to become due to the City under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the City at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the City. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the City.

20. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

21. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the City.

a. Submit all correspondence regarding this Agreement, including Insurance Certificates and Endorsements to:

Jim Hutzelman  
Marketing & Communications  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel. 619-686-6564  
Email: [jhutzelm@portofsandiego.org](mailto:jhutzelm@portofsandiego.org)

b. The City's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Jacqueline M. Hald  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
Tel. 619-423-8616  
Email: [jhald@imperialbeachca.gov](mailto:jhald@imperialbeachca.gov)

**\*\*\*END OF PAGE\*\*\***

c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**CITY OF IMPERIAL BEACH**

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Jenny Windle, Director  
Marketing & Communications

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Andy Hall  
City Manager

**Approved as to form and legality:  
GENERAL COUNSEL**

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By: Assistant/Deputy

**ATTACHMENT A  
SCOPE OF SERVICES  
San Diego Unified Port District**

**Promotional Services**

In return for a marketing sponsorship investment of \$17,000 in District funding and \$660 in District services, the City agrees to promote District and/or commerce, navigation, recreation, fisheries and tenant businesses on the District tidelands. The City agrees to provide the District the following in return for the marketing sponsorship investment:

**Event Organizer will provide:**

**Marketing & Advertising Inclusion:**

- Inclusion in visual materials:
  - PoSD Logo in printed event art including banners, posters and flyers sent to IB elementary school students
  - PoSD Logo in digital event art including banners and electronic version of art
  - PoSD Logo in all print advertising including newspaper and magazine ads
  - Full page PoSD ad in program to be provided by PoSD (Specs to be Provided)
- Inclusion in digital materials:
  - PoSD Logo on website with link to the [Port's TAP page](https://www.portofsandiego.org/recreation/tidelands-activation-program.html):  
<https://www.portofsandiego.org/recreation/tidelands-activation-program.html>
- Inclusion in Social Media
  - Facebook: Posts mentioning PoSD sponsor tagging [@portofsandiego](https://www.facebook.com/portofsandiego), #iheartIB, [Facebook.com/cityofib](https://www.facebook.com/cityofib)
  - Twitter: Tweets mentioning PoSD tagging [@portofsandiego](https://twitter.com/portofsandiego) , #iheartIB, [@cityofib](https://twitter.com/cityofib)

**Communications & Publicity Inclusion:**

- Press Releases/Media Relations:
  - Include Port's TAP Boiler Plate with link to TAP page on website
  - Include Port spokesperson in interview opportunities
- Mention of PoSD as sponsor and inclusion of TAP Boiler in event specific E-blast distribution from City Manager's Office
- Welcome Letter from PoSD Commissioner in printed program

**On-Site Inclusion:**

- Prominent PoSD TAP banner placement near stage or entry at all events
- Mention of appreciation on stage during speaking program
- Opportunity to have Port spokesperson participate in speaking program
- Opportunity to distribute promotional items and marketing materials at information booth or in gift bags

**Port of San Diego to provide:**

Funding in the amount of \$17,000 and waiver of fees for the use of a District-controlled surface parking lot in an amount not to exceed \$660.

**Marketing & Advertising support:**

- Inclusion of event on PoSD TAP webpage in Upcoming Events section.
- Event Creation on Facebook with link back to event organization website for more information or ticket purchase
- Social media mentions on Facebook (12,000 fans) and Twitter (22,000 followers) tagging handles provided by event organizer, using #iheartIB

**Communications & Publicity Inclusion:**

- Mention in list of sponsored Tidelands Activation Program events press release sent out by the Port annually
- Inclusion in E-blast distributions to PoSD newsletter subscribers Community Events, Recreation & Tours list (1,500 subscribers) and/or Headlines list (2,500 subscribers).

**On-Site MarCom presence:**

- Provided materials for distribution and/or display

Tidelands Activation Program Agreement: The parties acknowledge and agree the total amounts of cash and services provided by District through the 2015-16 Tidelands Activation Program may not equal the sums of cash and services granted in the Tidelands Activation Program Agreement, specifically cash and services. In such case, there is not a breach of the Tidelands Activation Program Agreement by the District. In the event the applicant disputes terms of the Tidelands Activation Program Agreement, applicant shall have no right to a credit or offset in any other agreements inclusive of the Tidelands Use & Occupancy Permit or leases between Parties.

In order to ensure payment of invoices, City will forward to District proof that it provided the above-mentioned promotional services prior to June 30, 2016.

**District Stormwater Conditions**

The District is charged with prohibiting all non-stormwater discharges into the stormwater conveyance systems on District tidelands pursuant to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 (NPDES Permit No. CAS0109266, "Municipal

Stormwater Permit"). The District has the authority under State law to make and enforce necessary rules and regulations governing, among other things, stormwater management and discharge control. The District's stormwater regulations are found in Article 10 of the San Diego Unified Port District Code ("District Code").

Special events have been identified by the District as a potential source of non-stormwater discharges to the storm drain system and San Diego Bay. Non-stormwater discharges to the stormdrain system or the Bay are considered a violation of District Code. To prevent unauthorized discharges, the District requires the implementation and maintenance of Best Management Practices (BMPs) at special events. BMPs specific to the activities planned for each special event are to be identified prior to the event time. In addition, the following BMPs must also be implemented as applicable:

- Trash dumpsters, portable toilets, or generators shall have secondary containment and located away from open stormdrain inlets or catch basins and away from the water's edge. Secondary containment for trash dumpsters may be accomplished by placing a berm around the dumpster to contain leaks. Trash dumpsters must have lids and be covered.
- A spill kit is to be accessible to the event coordinator or person in charge of spill response.
- Catch basins and stormdrain inlets within the event special area are to be protected with temporary screens or filters prior to the event.
- Fencing is to be placed around the waterside perimeter of the event to prevent any windblown trash or debris from reaching the Bay. Where fencing is not feasible, regular and frequent trash and debris removal is to be conducted by event organizers.
- Street sweeping of parking lots, streets and roads associated with the event shall be conducted as needed.
- Employee training is to be conducted prior to the event to ensure that BMPs are properly implemented and maintained and so that employees are aware of the discharge prohibitions.
- Documentation of BMP implementation for each special event is to be maintained and be made available for the District's review upon request.

Direction related to permitted special event activities can be found in the District Jurisdictional Urban Runoff Management Document (JURMP). The JURMP is available on the District website: (<https://www.portofsandiego.org/environment/clean-water.html>) or by contacting the District Environmental and Land Use Management (ELUM) Department, (619) 686-6254

**ATTACHMENT B  
COMPENSATION & INVOICING  
San Diego Unified Port District**

1. **COMPENSATION**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay City compensation as set forth hereunder.
  - (1) City shall be compensated and reimbursed by District on the basis of invoices submitted. Each invoice shall include:
    - (a) Date work performed;
    - (b) Description of the work performed;

2. **INVOICING**

- a. **Payment Documentation.** City shall include the following information on each invoice submitted for payment by District.
  - (1) Agreement No. 188-2015
  - (2) The following certification phrase, with printed name, title and signature of City's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. \_\_\_\_\_, and that payment has not been received."
  - (3) Dates of service provided
  - (4) Date of invoice
  - (5) A unique invoice number
- b. District shall, at its discretion, return to City, without payment, any invoice, which has been submitted without the above information and certification phrase.
- c. Invoices shall be mailed to the attention of: Jim Hutzelman, Marketing Department, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- d. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by City for the Services. Any overpayment discovered in such an audit may be charged against the City's future invoices and any retention funds.

- e. City shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to City immediately after receipt of a proper Invoice.

**EXHIBIT A  
CERTIFICATE OF INSURANCE  
San Diego Unified Port District**

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to:** San Diego Unified Port District  
c/o Ebix BPO  
P.O. Box 12010-3  
Hemet, CA 92546-8010 –OR–  
Email: [sdupd@prod.certificatesnow.com](mailto:sdupd@prod.certificatesnow.com)  
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			<b>SDUPD Agreement Number:</b> _____  This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	<b>Commercial General Liability</b> <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Inception Date:  Expiration Date:	Each Occurrence: \$ _____  General Aggregate: \$ _____
	<b>Commercial Automobile Liability</b> <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Inception Date: Expiration Date:	Each Occurrence: \$ _____
	<b>Workers' Compensation – Statutory Employer's Liability</b>		Inception Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	<b>Excess/Umbrella Liability</b>		Inception Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE		A. M. BEST RATING	
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			Phone Numbers Toll Free: _____ Fax Number: _____ E-mail Address: _____	
Signature of Authorized Agent(s) or Broker(s) _____  Date: _____				

**SAN DIEGO UNIFIED PORT DISTRICT**  
**REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
<b>NAMED INSURED:</b>		
<b>GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):</b> All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

**Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:**

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

\_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

\_\_\_\_\_  
(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:**

San Diego Unified Port District  
c/o Ebix BPO  
P.O. Box 12010-3  
Hemet, CA 92546-8010 – OR –  
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STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: CITY COUNCIL  
FROM: MAYOR   
MEETING DATE: SEPTEMBER 2, 2015  
SUBJECT: RESOLUTION NO. 2015-7621 APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY AND CITY MANAGER, ANDY HALL

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**EXECUTIVE SUMMARY:**

Resolution No. 2015-7621 authorizes an amendment to the employment agreement between City Manager Andy Hall and the City to allow for changes to base salary based upon a recent performance evaluation.

**RECOMMENDATION:**

Adopt Resolution No. 2015-7621 approving the Second Amendment to Employment Agreement with the City Manager.

**BACKGROUND/DISCUSSION:**

Andy Hall has served since August 19, 2014 as the City Manager in an exemplary manner. His recent performance evaluation done on August 5, 2015 and August 19, 2015 concluded that he serves the City well with fiscal prudence and leadership on many projects.

He has requested one thing which would amend his employment agreement:

1. Allow his base salary to be increased to \$15,600/month effective August 19, 2015.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The City Manager's budget will be adjusted accordingly to accommodate the new base salary of \$15,600/month.

Attachments:

1. Resolution No. 2015-7621
2. Second Amendment to Employment Agreement

**RESOLUTION NO. 2015-7621**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER, ANDY HALL**

**WHEREAS**, the Imperial Beach City Council is authorized to employ the services of a City Manager pursuant to general laws of the State of California and Chapter 2.04 of the Imperial Beach Municipal Code; and

**WHEREAS**, the City abides by the Council/Manager form of government and the City Council desires to set forth certain conditions of employment for the City Manager; and

**WHEREAS**, an employment agreement is desirable to memorialize all terms and conditions of employment, including salary and other employment benefits; and

**WHEREAS**, it is appropriate to review Mr. Hall's performance and amend his employment agreement;

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

1. That the City Council hereby approves the Second Amendment to Employment Agreement with Gary Andrew Hall, City Manager pursuant to all terms and conditions set forth in the Second Amendment to Employment Agreement; and
2. The City Manager's budget will be adjusted accordingly to accommodate the new base salary of \$15,600/month.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of September 2015, by the following vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>

\_\_\_\_\_  
**SERGE DEDINA, MAYOR**

**ATTEST:**

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

**SECOND AMENDMENT TO EMPLOYMENT  
AGREEMENT  
between  
The City of Imperial Beach  
and  
Gary Andrew Hall**

This Second Amendment to Employment Agreement is entered into this 2nd day of September 2015 (hereinafter "Effective Date"), by and between the City of Imperial Beach, California, a municipal corporation (hereinafter "City") and Gary Andrew Hall, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

**RECITALS**

WHEREAS, on July 17, 2013, the City and Officer entered into the Employment Agreement; and

WHEREAS such Employment Agreement requires the City Council to conduct a formal evaluation of Officer's performance at least once each year; and

WHEREAS, the City Council conducted a performance evaluation of Officer on August 5, 2015 and August 19, 2015; and

WHEREAS, the City Council now desires to make the following amendments to the Employment Agreement.

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

**Section 1.** Section 3.A.(1)(a) of the Employment Agreement is hereby amended to read as follows:

A. Compensation and Required Employer Costs

(1) Base Salary

(a) The annual base salary for the position of City Manager shall be \$187,200.

**Section 2.** The amendment under Section 1 above shall be effective as of September 2, 2015.

**Section 3.** Except as modified herein, all other terms and conditions of the Employment Agreement and First Amendment shall remain the same.

IN WITNESS WHEREOF the Parties have executed this Second Amendment to Employment Agreement as of the day and year first above written.

CITY OF IMPERIAL BEACH

OFFICER

By: \_\_\_\_\_  
Serge Dedina, Mayor

By: \_\_\_\_\_  
Gary Andrew Hall, City Manager

ATTEST:

By: \_\_\_\_\_  
Jacque Hald, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jennifer M. Lyon, City Attorney



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *SD for AH*

MEETING DATE: SEPTEMBER 2, 2015

ORIGINATING DEPT.: HANK LEVIEN, PUBLIC WORKS DIRECTOR *HAL*

SUBJECT: ADOPT RESOLUTION 2015-7622 ADDING THE BAYSHORE BIKEWAY PERIMETER FENCE REMOVAL (CIP S16-703) TO THE FY 2016 TWO-YEAR IMPLEMENTATION PLAN AND ACCEPTING THE \$30,000 SAN DIEGO COUNTY BOARD OF SUPERVISORS NEIGHBORHOOD REINVESTMENT PROGRAM GRANT FUNDING FOR THE CIP S16-703 PROJECT AND APPROPRIATING \$30,000 TO CIP S16-703

**EXECUTIVE SUMMARY:**

The County Board of Supervisors, San Diego County, approved a \$30,000 Neighborhood Reinvestment Program Grant for the City of Imperial Beach [GRANT]. The purpose of this grant was to fund the removal of a portion of the fencing along the Bayshore Bikeway. The Grant agreement requires acceptance by City Council and signatures from the City Manager and Finance Director. Since this project was not in the adopted City of Imperial Beach 2-Year CIP Implementation Plan [PLAN], City Council needs to add this to the adopted PLAN as CIP project "Bayshore Bikeway Perimeter Fence Removal (S16-703)" and appropriate the GRANT funds to project S16-703.

**RECOMMENDATION:**

City Council adopt Resolution 2015-7622:

1. Approving the \$30,000 Neighborhood Reinvestment Program Grant [GRANT] from the County of San Diego
2. Adding a new CIP Project "Bayshore Bikeway Perimeter Fence Removal (S16-703)" for Fiscal Year 2016.
3. Appropriating the GRANT funds to CIP S16-703 project.
4. Authorizes the City Manager and Finance Director to sign and execute the GRANT agreement.



**RATIONALE:**

Members of the bicycling community have asked County Supervisor Cox and Imperial Beach Mayor to have the post and cable fence removed from the Bayshore Bikeway within the City limits. The bicyclers find the post and cable too confining, giving them no exit room should a

conflict arise between the various bikeway users. Also staff has been asked to have the chain-link fence removed along the north side of the bikeway between 10<sup>th</sup> Street and Florida Street to improve the view corridor to the north – over San Diego Bay and points north.

The FY 2016 and FY 2017 CIP Two-Year Implementation Plan did not include this project thus adoption of Resolution 2015-7622 will add this project to the PLAN for FY 2016 and appropriate the GRANT funds to CIP Project S16-703.

#### **OPTIONS:**

- Receive and file the report from the City Manager;
- Adopt Resolution No. 2015-7622 accepting the GRANT; add the project to the City's FY 2016 and FY 2017 2-Year CIP Implementation Plan; and appropriate the GRANT to CIP S16-703; or
- Request additional information and an additional report.

#### **BACKGROUND:**

Bicycle advocates voiced concerns about safety hazards associated with the existing post and cable fence along the Bayshore Bikeway and lobbied City Officials and Supervisor Cox for the fence's removed. Supervisor Cox supported the fence removal as long as the City of Imperial Beach and the U.S. Fish and Wildlife concurred with that removal. Additionally Supervisor Cox offered to support the fence removal through a \$30,000 Neighborhood Reinvestment Program Grant from the County of San Diego. Staff completed the GRANT request and the County Board of Supervisors approved the GRANT application. Separate from but coincident with the post and cable removal discussion, staff received a request to have the chain-link fence on the north side of the bikeway between 10<sup>th</sup> and Florida Streets removed to improve the view corridor to the north for bikeway users. The GRANT funding included the removal of the chain-link fence as well as the post and cable fencing.

If this new CIP project is approved and funded this project would allow the post and cable fence to remain in the area adjacent to the City's Public Works facility to serve as a demarcation between the parking lots and new native plant garden and the bikeway.



The new proposed CIP project "Bayshore Bikeway Perimeter Fence Removal (CIP S16-703)" scope of work consists of:

- Removal of all the Post and Cable fence on the north side of the Bayshore Bikeway between 7<sup>th</sup> and 13<sup>th</sup> Streets.
- Removal of the Post and Cable fence on the south side of the Bayshore Bikeway from the west City limits to the "H" out fall next to the Bayview Elementary School.
- Removal of the chain-link fence on the north side between 10<sup>th</sup> and Florida Streets.

The fence will remain on the south side of the Bayshore Bikeway from the "H" out fall along the Public Works yard to the Bayview Center where it terminates.

Attachment 2 Map identifies the locations of fence removal and the fence to remain.

**ANALYSIS:**

The existing fence along the Bayshore Bikeway keeps the majority of users within the confines of the bikeway lanes. The removal of the majority of the post and cable fence will open up a greater opportunity for bikeway users to wander off the bike path, however the dense plant life along a majority of the bikeway is expected to serve as a deterrent to that excursion. The improved safety for the bikeway users is considered an overriding factor in the weighing the merits of this proposed project.



The removal of the Post & Cable and Chain Link fence will significantly enhance the view corridor for bikeway users and it will enhance the image of the City for those users.

The acceptance of this GRANT requires the City Manager's and Finance Director's signature on the GRANT agreement.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

This project is estimated to be fully funded through the \$30,000 Neighborhood Reinvestment Program Grant as follows:

Staff/Admin Costs	\$ 1,500
Construction	<u>\$28,500</u>
Total Project Costs	\$30,000

Attachments:

1. Resolution No. 2015-7622
2. Map of the Fence Area

**RESOLUTION NO. 2015-7622**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADDING THE BAYSHORE BIKEWAY PERIMETER FENCE REMOVAL (CIP S16-703) TO THE FY 2016 TWO-YEAR IMPLEMENTATION PLAN AND ACCEPTING THE \$30,000 SAN DIEGO COUNTY BOARD OF SUPERVISORS NEIGHBORHOOD REINVESTMENT PROGRAM GRANT FUNDING FOR THE CIP S16-703 PROJECT AND APPROPRIATING \$30,000 TO CIP S16-703**

**WHEREAS**, bicycle advocates voiced concerns about safety hazards associated with the existing post and cable fence along the Bayshore Bikeway and lobbied City Officials and Supervisor Cox for the fence's removed; and

**WHEREAS**, Supervisor Cox supported the fence removal as long as the City of Imperial Beach and the U.S. Fish and Wildlife concurred with that removal; and

**WHEREAS**, Supervisor Cox offered to support the fence removal through a \$30,000 Neighborhood Reinvestment Program Grant [GRANT] from the County of San Diego; and

**WHEREAS**, staff received a request to have the chain-link fence on the north side of the bikeway between 10th and Florida Streets removed to improve the view corridor to the north for bikeway users; and

**WHEREAS**, County Board of Supervisors approved the \$30,000 GRANT which included funding to the removal of the chain-link fence as well as the post and cable fencing; and

**WHEREAS**, the FY 2016 and FY 2017 CIP Two-Year Implementation Plan did not include this project nor its funding.

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

1. The addition of the new CIP "Bayshore Bikeway Perimeter Fence Removal project" (S16-703) to the FY 2016 / FY 2017 CIP Two-Year Implementation Plan is approved.
2. The \$30,000 Neighborhood Reinvestment Program Grant from the County of San Diego is accepted and City Manager and Finance Director are authorized to execute the contract with the County of San Diego.
3. The \$30,000 GRANT is appropriated to the new CIP Bayshore Bikeway Perimeter Fence Removal project (S16-703).

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2nd day of September 2015, by the following vote:

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

\_\_\_\_\_  
**SERGE DEDINA, MAYOR**

**ATTEST:**

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

Attachment 2

- Bayshore Bikeway
- Fencing to Remove
- Fencing to Remain



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STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *SD for AD*

MEETING DATE: SEPTEMBER 2, 2015

ORIGINATING DEPT.: CITY CLERK *dmh*

SUBJECT: RESOLUTION NO. 2015-7623 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF IMPERIAL BEACH IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PACE PROGRAM; AND OTHER MATTERS RELATED THERETO AND RESOLUTION NO. 2015-7624 APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

**EXECUTIVE SUMMARY:**

Adoption of Resolution No. 2015-7623 authorizes the City of Imperial Beach's participation in CSCDA Open PACE, which will enable property owners to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure. Adoption of Resolution No. 2015-7624 approves, authorizes and directs execution of the Amended and Restated Joint Exercise of Powers Agreement between the City of Imperial Beach and CSCDA.

**RECOMMENDATION:**

Adopt Resolution Nos. 2015-7623 consenting to the inclusion of properties within the territory of the City of Imperial Beach in CSCDA Open PACE Programs, including CSCDA Open PACE and CaliforniaFIRST and authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Imperial Beach, and Resolution No. 2015-7624 approving the CSCDA Joint Powers Agreement.

**OPTIONS:**

- Adopt resolutions or
- Do not adopt resolutions, denying participation in the CSCDA Open Pace and rejecting the CSCDA Joint Powers Agreement.

**BACKGROUND:**

CSCDA<sup>1</sup>, the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and CSAC, is implementing Property Assessed Clean Energy ("PACE") under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (commonly referred to as "AB 811") on behalf of its member counties and cities. AB811 authorizes a legislative body to designate an area within which authorized public officials (including a joint powers authority like CSCDA) and free and willing property owners may enter into voluntary contractual assessments to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure, in each case affixed to real property (the "Improvements").

CSCDA's Commissioners pre-qualified and appointed two PACE Administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the following programs are AllianceNRG<sup>2</sup> Program<sup>TM</sup> and Renewable Funding LLC (administering CaliforniaFIRST).

CSCDA's Open PACE program offers turnkey solutions to save California jurisdictions the time and resources of developing standalone PACE programs. Jurisdictions only need to adopt the form of resolution accompanying this staff report related to the CSCDA Open PACE program to begin the process. It is also necessary for the City to adopt a resolution approving the CSCDA joint exercise of powers agreement. There is no cost to approving the resolution or becoming a member of CSCDA.

PACE has been a very successful financing tool in California. PACE is operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency and renewable projects have been funded.

More information about CSCDA and CSCDA's Open PACE Program Administrators is available at [www.cscda.org](http://www.cscda.org).

**ANALYSIS:**

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

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<sup>1</sup> The California Statewide Communities Development Authority (CSCDA) was created in 1988, under California's Joint Exercise of Powers Act, to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects. CSCDA has over 500 member agencies and is the Joint Powers Authority and conduit bond issuer sponsored by the League of California Cities and the California State Association of Counties. More information about CSCDA is available at [www.cscda.org](http://www.cscda.org).

<sup>2</sup> The AllianceNRG Program consists of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC.

The benefits to the property owner include:

- Competition: CSCDA Open PACE provides two options to property owners: AllianceNRG Program and CaliforniaFIRST. Property owners can shop for the best price and service through the availability of the PACE administrators.
- Eligibility: In today's economic environment, alternatives for property owners to finance renewable improvements may not be available. Many property owners do not have financing options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and installing energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary: Only property owners who choose to finance improvements will have assessments placed on their property.
- Payment obligation can stay with the property: Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private loans are due on sale of the property. Certain mortgage providers will, however, require the assessment be paid 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: Part of the success of the CSCDA Open PACE is prompt customer service.
- Favorable Terms: The economic terms of PACE financing will often be more favorable than other options.
- Not a personal loan or mortgage: The PACE assessment in effect is not a personal obligation of the property owner through a conventional loan or mortgage but an assessment on the property secured by an assessment lien and collected as part of the regular tax roll on the property.

The benefits to the City of Imperial Beach (the "City") include:

- Prequalified PACE Administrators. CSCDA has pre-qualified the PACE Administrators based on their business practices, qualifications, experience, and capital commitment to the PACE market.
- Single Resolution. The City can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- Project Eligibility. The CSCDA Open PACE platform can provide financing for all aspects of PACE including: 1) Residential, 2) Commercial, and 3) Seismic strengthening programs such as Mandatory Soft Story programs,
- Increase local jobs. Property improvements provide jobs in the local economy.
- Increase in housing prices. Updated and higher efficient homes are generally more valuable.
- Increase Revenue to the City. Property improvements result in an increase in sales, payroll and property tax revenue to the City.
- No City Obligation. As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties. Unlike conventional assessment financing, the City/County has no administrative duties and its name is not on the bonds, as CSCDA's name is on the bonds.
- No City staff support required. All CSCDA Open PACE and assessment administration, bond issuance and bond administration functions are handled by CSCDA and the Administrators;

AllianceNRG Program and Renewable Funding. No City staff time is needed to participate in CSCDA Open PACE.

- No internal management requirements. The City can provide access for its residents to CSCDA Open PACE without the higher staff costs that an independent program established by the City would require.
- Availability of Information on Projects Financed. The City may receive, at its option, periodic updates on CSCDA Open PACE projects that have been completed in their community.
- Demonstration of Community Commitment to the Environment. Participating in CSCDA Open PACE demonstrates the City's commitment to do everything in its power to improve the environment.

Resolution No. 2015-7623 enables CSCDA Open PACE programs to be available to owners of residential and commercial property within our City to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure. Resolution No. 2015-7624 approves becoming a member of CSCDA by approving the Joint Powers Agreement which adds the City as a Member of CSCDA.

CSCDA (and not the county or city) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the county or city will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL ANALYSIS:**

There is no negative fiscal impact to the City's general fund by consenting to the inclusion of properties within the City limits in CSCDA Open PACE. All CSCDA Open PACE administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the property owner's tax bill.

Attachments:

1. Resolution No. 2015-7623
2. Resolution No. 2015-7624
3. Amended and Restated JPA relating to the California Statewide Communities Development Authority

**RESOLUTION NO. 2015-7623**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF IMPERIAL BEACH IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF IMPERIAL BEACH; AND AUTHORIZING RELATED ACTIONS**

**WHEREAS**, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Imperial Beach (the "City"); and

**WHEREAS**, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

**WHEREAS**, the program administrators currently active in administering Programs are Alliance NRG and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

**WHEREAS**, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

**WHEREAS**, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

**WHEREAS**, the territory within which assessments may be levied for the Programs shall include all of the territory within the City's official boundaries; and

**WHEREAS**, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Community Development Director.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of September, 2015 by the following vote:

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

\_\_\_\_\_  
**SERGE DEDINA, MAYOR**

**ATTEST:**

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

**RESOLUTION NO. 2015-7624**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH , CALIFORNIA APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

**WHEREAS**, the City of Imperial Beach, California (the "City"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Agreement"); and

**WHEREAS**, there is now before this City Council the form of the Agreement; and

**WHEREAS**, the City proposes to participate in the Programs and desires that certain projects to be located within the City be financed pursuant to the Programs and it is in the public interest and for the public benefit that the City do so; and

**WHEREAS**, the Agreement has been filed with the City Clerk, and the members of the City Council of the City, with the assistance of its staff, have reviewed said document;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AS FOLLOWS:**

Section 1. The Agreement is hereby approved and the Mayor of the City is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said City Council, and the City Clerk is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 2. The Mayor of the City, the City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to:

Kathleen Jacobe  
Orrick, Herrington & Sutcliffe LLP  
400 Capital Mall, Suite 3000  
Sacramento, California 95814

Section 4. This resolution shall take effect immediately upon its passage.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of September, 2015 by the following vote:

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

---

**SERGE DEDINA, MAYOR**

**ATTEST:**

---

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

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

**WITNESSETH**

**WHEREAS**, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

**WHEREAS**, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

**WHEREAS**, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

**WHEREAS**, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

**WHEREAS**, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

**WHEREAS**, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

**WHEREAS**, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

**WHEREAS**, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

**WHEREAS**, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

**WHEREAS**, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

**WHEREAS**, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

**WHEREAS**, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

**NOW, THEREFORE**, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

**Section 3. Authority.**

**A. CREATION AND POWERS OF AUTHORITY.**

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

**B. COMMISSION.**

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

#### C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

#### D. MEETINGS OF THE COMMISSION.

##### (1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5. Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

**Section 6. Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

**Section 7. Bonds.**

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

**Section 9. Local Approval.**

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

**Section 8. Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, 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 Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

**Section 10. Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case 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 such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

**Section 11. Funds.**

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

**Section 12. Notices.**

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

**Section 13. Withdrawal and Addition of Parties.**

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

**Section 14. Indemnification.**

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, 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 member or alternate member of the Commission, or an officer, employee or other agent of the Authority, 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 the conduct of such person 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.

**Section 15. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

**Section 16. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission 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 extraterritorially under the provisions of this Agreement.

**Section 17. Amendments.**

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

**Section 18. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

**Section 19. Partial Invalidity.**

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 20. Successors.**

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 party may assign any right or obligation hereunder without the consent of the other parties.

**Section 21. Miscellaneous.**

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.

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.

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

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

**Program Participant:**

[SEAL]

\_\_\_\_\_

By \_\_\_\_\_

**Name:**

**Title:**

**ATTEST:**

By \_\_\_\_\_

**Name:**

**Title:**



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *SD for AH*  
MEETING DATE: SEPTEMBER 2, 2015  
ORIGINATING DEPT.: PUBLIC WORKS *HAL*  
SUBJECT: SEWER BILLING METHODOLOGY DISCUSSION

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**EXECUTIVE SUMMARY:**

The City's sewer enterprise system is funded through a sewer service charge placed on the customer's annual county tax bill. The amount of the customer's charge is based on a base fee (fixed costs for providing the service); a proportion of the potable water usage (flows) used in the previous 12-months; plus the strength loadings (customer class). In March 2015, City Council directed that staff return to Council with a discussion on this methodology versus alternate charge formulas before the FY 2016/2017 billing period.

Staff has invited Ms. Keese, from "The Keze Group LLC," to lead a discussion with City Council on the several commonly accepted methodologies for establishing sewer service charge protocols. Ms. Karyn Keese was the consultant that worked with the City staff on the most recent revenue study that helped City Council set the current customer service charge. She is very knowledgeable of the various generally accepted sewer service charge methodologies.

Staff suggests that City Council hear the presentation from Ms. Keese and engage in a discussion of the values and drawbacks of each methodology. Further, staff requests that, at the conclusion of the presentation and discussion, direction be given to staff on the methodology preferred for the City of Imperial Beach in Fiscal Year 2016-17. Several revenue and expense streams have changed since the last revenue study was completed which has impacted the fund balance negatively, thus there is a need to update the current revenue study given the recent realities.

**RECOMMENDATION:**

That the City Council

1. Receive Ms. Keese's presentation.
2. Discuss commonly accepted sewer service charge methodologies versus the current sewer billing methodology.
3. Direct staff on the sewer billing methodology desired for the subsequent fiscal year(s).

**RATIONALE:**

The sewer billing methodology should be designed in a way to both meet the fiscal needs of the sewer enterprise fund, and divide the costs among city residents in the most equitable manner possible.

**OPTIONS:**

- Receive and file the report from the City Manager;
- Provide direction to the City Manager to take a specific action; or
- Request additional information and an additional report.

**BACKGROUND:**

The City currently generates sewer bills for residents with a two part system.

1. Base rates: These are assessed for each property to cover the operations and maintenance of the sewer system. The rates are determined by the diameter of the water meter or meters for each property. All base rates are equal based upon the aforementioned parameters.

2. Usage Cost: The usage portion of the bill is applied to the treatment cost of the City's sewer flow by the City of San Diego. This cost is calculated based on the amount of water use for each property. The water use is multiplied by a rate of return and by the user class of that property. The rate of return estimates the amount of water returned to the sewer and is set at 75% for residential and 90% for commercial categories. The user class is determined by the strength and concentration of waste generated by each customer class. For single family customers there is a cap applied for charges exceeding a preset dollar value.

Ms. Keese developed the last rate study for the City in 2013. She has over 20 years of experience in determining sewer rates and sewer billing methodologies. She has worked locally for the City, the City of San Diego, and many other local sewer agencies.

**ANALYSIS:**

Questions have been raised by members of the City Council as to the appropriateness of the current sewer billing methodology. Ms. Keese has put together a presentation detailing the following:

- Development of the current sewer billing methodology for the City;
- Best practices in sewer billing; and
- Alternative sewer billing methods.

It is important to note that this presentation is intended for discussion on the sewer billing methodology, and not the Sewer Capacity Fee. The Sewer Capacity Fee is the cost per EDU that customers are charged to connect to City sewer facilities. This fee was established in 2013 and the conditions affecting this fee have not changed. If City Council wishes to revisit this fee, it can be added to the proposed revenue study for FY 2016/2017.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Changes to the sewer billing methodology may have unknown effects on residents' ability to pay. This depends on what, if any changes are implemented, and how those changes affect the calculation of sewer bills across the different billing categories.



STAFF REPORT  
IMPERIAL BEACH REDEVELOPMENT  
AGENCY SUCCESSOR AGENCY

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD  
FROM: ANDY HALL, EXECUTIVE DIRECTOR *AH*  
MEETING DATE: SEPTEMBER 2, 2015  
ORIGINATING DEPT.: STEVEN DUSH, DEPUTY EXECUTIVE DIRECTOR *SD*  
SUBJECT: ADOPTION OF RESOLUTION NO. SA-15-50 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2016 THROUGH JUNE 30, 2016 AND RELATED ACTIONS

**EXECUTIVE SUMMARY:**

Successor Agency staff is seeking adoption of Resolution No. SA-15-50 by the Successor Agency approving the Successor Agency's Administrative Budget for the period of January 1, 2016 through June 30, 2016. Pursuant to Section 34177(j) of the Dissolution Laws, the Successor Agency is required to prepare an administrative budget for each six-month fiscal period and submit the administrative budget to the Oversight Board for approval. Based upon the total amount of enforceable obligations, the amount of administrative cost allowance available for Imperial Beach from the Redevelopment Property Tax Trust Fund (RPTTF) is capped at the minimum amount of \$250,000 per fiscal year. Therefore, the proposed Administrative Budget for January to June totals \$125,000.

**RECOMMENDATION:**

Staff recommends that the Imperial Beach Redevelopment Agency Successor Agency adopt Resolution Number SA-15-50 approving the Administrative Budget for the period of January 1, 2016 through June 30, 2016, and other related actions.

**RATIONALE:**

The Successor Agency is entitled to an Administrative Cost Allowance of \$125,000 for the period of January 1 through June 30, 2016, since the Successor Agency had received \$125,000 for the first half of Fiscal Year 2015-2016.

**OPTIONS:**

1. Adopt the resolution approving the Administrative Budget for the period of January 1, 2016 through June 30, 2016.
2. Provide staff with direction for alternative action.

**BACKGROUND:**

On June 28, 2011, Assembly Bill No. X1 26 (“AB 26”) was signed into law by the Governor of California which called for the dissolution of redevelopment agencies throughout the state and established the procedures by which this was to be accomplished. On December 29, 2011, AB 26 was largely upheld by the California State Supreme Court with some of the dates by which certain dissolution actions were to occur pushed back by four months. As a result of the Supreme Court’s decision, and on February 1, 2012, all California redevelopment agencies were dissolved, successor agencies to the former redevelopment agencies were established and were tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the affairs of the former redevelopment agencies.

As part of the wind-down process enacted by AB 26, the City Council adopted Resolution No. 2012-7136 on January 5, 2012, electing for the City to serve as the successor agency to the Redevelopment Agency (“Successor Agency”) upon the dissolution of the Redevelopment Agency under AB 26. The Successor Agency does not directly employ its own staff but relies on the employees and staff members of the City to perform its functions and operations required by the Dissolution Laws.

AB 26 has since been amended by various assembly and senate bills enacted and signed by the Governor. AB 26 as amended is hereinafter referred to as the “Dissolution Laws”.

**ANALYSIS:**

Pursuant to Section 34177(j) of the Dissolution Laws, the Successor Agency is required to prepare an administrative budget for each six-month fiscal period and submit the administrative budget to the Oversight Board for approval. The administrative budget shall include all of the following: (i) estimated amounts for Successor Agency administrative costs for the upcoming six-month fiscal period; (ii) proposed sources of payment for Successor Agency administrative costs; and (iii) proposals for arrangements for administrative and operations services provided by the City or other entity. Section 34177(k) of the Dissolution Laws requires the Successor Agency to provide to the San Diego County Auditor-Controller for each six-month fiscal period the administrative cost estimates from its approved administrative budget that are to be paid from property tax revenues (i.e. former tax increment revenues) deposited in the County’s Redevelopment Property Tax Trust Fund (RPTTF) established for the Successor Agency.

Pursuant to the Dissolution Laws, an “Administrative Cost Allowance” is paid to the Successor Agency from property tax revenues allocated by the County Auditor-Controller from the RPTTF. The Administrative Cost Allowance is defined as an amount, subject to the approval of the Oversight Board, which is up to 3% of the total amount of property tax allocated to the Successor Agency’s Redevelopment Obligation Retirement Fund (RORF) to pay for enforceable obligations for each fiscal year, subject to a minimum amount of \$250,000 unless the Oversight Board reduces this amount. Successor Agency staff is now seeking the Successor Agency’s approval of the administrative budget for the period of January 1 through June 30, 2016 (“Administrative Budget”), in the form attached to Resolution Number SA-15-50 as Exhibit “A”, and the Successor Agency’s authorization to submit the approved Administrative Budget to the Oversight Board for its consideration and to forward the information required by Section 34177(k) to the San Diego County Auditor-Controller. As noted in the Executive Summary, the amount of administrative cost allowance available to the Successor Agency from the RPTTF is

set at the minimum amount of \$250,000 per fiscal year. Therefore, the proposed Administrative Budget for January to June 2016 totals \$125,000.

**ENVIRONMENTAL DETERMINATION:**

The activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because the activity proposed by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the CEQA Guidelines.

**FISCAL IMPACT:**

As noted above, the Administrative Cost Allowance is defined as an amount, subject to the approval of the Oversight Board, which is up to 3% of the total amount of property tax allocated to the Successor Agency’s RORF to pay for enforceable obligations for each fiscal year, or a minimum of \$250,000 unless the Oversight Board reduces this amount. Based upon a total requested RPTTF of \$2,391,668 for enforceable obligations in the Recognized Obligation Payment Scheduled for January 1, 2016 to June 30, 2016 (the “ROPS 15-16B”), the Successor Agency is entitled to receive no more than the minimum amount of \$250,000 for this fiscal year. For the six-month period of January 1, 2016 through June 30, 2016, therefore, staff has proposed an Administrative Budget totaling \$125,000 as this is the remaining amount of the Administrative Cost Allowance we expect to be approved by the DOF for this Fiscal Year 2015-2016. This amount is listed as Item No. 11 on the proposed Recognized Obligation Payment Scheduled for January 1, 2016 to June 30, 2016 (the “ROPS 15-16B”).

**Attachments:**

1. Resolution No. SA-15-50

## RESOLUTION NO. SA-15-50

**A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE 6-MONTH PERIOD FROM JANUARY 1, 2016 THROUGH JUNE 30, 2016 (ROPS 15-16B PERIOD) AND APPROVING RELATED ACTIONS**

**WHEREAS**, the Imperial Beach Redevelopment Agency ("Redevelopment Agency") was a redevelopment agency in the City of Imperial Beach ("City"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) ("Redevelopment Law"); and

**WHEREAS**, Assembly Bill No. X1 26 (2011-2012 1<sup>st</sup> Ex. Sess.) ("AB 26") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the California Health and Safety Code ("H&S Code"), including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the H&S Code; and

**WHEREAS**, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

**WHEREAS**, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under AB 26 ("Successor Agency"); and

**WHEREAS**, on February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency was established pursuant to AB 26; and

**WHEREAS**, on February 15, 2012, the Board of Directors of the Successor Agency, adopted Resolution No. SA-12-01 naming itself the "Imperial Beach Redevelopment Agency Successor Agency," the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of AB 26, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

**WHEREAS**, AB 26 has since been amended by various assembly and senate bills enacted and signed by the Governor. AB 26 as amended is hereinafter referred to as the "Dissolution Laws"; and

**WHEREAS**, H&S Code Section 34179 of the Dissolution Laws establishes a seven (7) member local entity with respect to each successor agency with fiduciary responsibilities to holders of enforceable obligations and taxing entities that benefit from distributions of property taxes, and such entity is titled the "oversight board." The oversight board has been established for the Successor Agency (hereinafter referred to as the "Oversight Board") and all seven (7) members have been appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Laws; and

**WHEREAS**, on April 12, 2013, the California Department of Finance ("Department of

Finance”) issued the Finding of Completion to the Successor Agency pursuant to H&S Code Section 34179.7 of the Dissolution Laws; and

**WHEREAS**, H&S Code Section 34177(j) of the Dissolution Laws requires the Successor Agency to prepare an administrative budget for each 6-month fiscal period and submit the administrative budget to the Oversight Board for approval. The administrative budget shall include all of the following: (i) estimated amounts for Successor Agency administrative costs for the upcoming 6-month fiscal period; (ii) proposed sources of payment for Successor Agency administrative costs; and (iii) proposals for arrangements for administrative and operations services provided by the City or other entity; and

**WHEREAS**, H&S Code Section 34177(k) of the Dissolution Laws requires the Successor Agency to provide to the San Diego County Auditor-Controller (“County Auditor-Controller”) for each 6-month fiscal period the administrative cost estimates from its approved administrative budget that are to be paid from property tax revenues (i.e. former tax increment revenues) deposited in the County’s Redevelopment Property Tax Trust Fund (“RPTTF”) established for the Successor Agency; and

**WHEREAS**, staff of the Successor Agency seeks the Successor Agency’s review and approval of the administrative budget covering the 6-month period from January 1, 2016 through June 30, 2016 (“Administrative Budget”), in the form attached to this Resolution as Exhibit “A”, and the Successor Agency’s authorization to submit the approved Administrative Budget to the Oversight Board for its approval and to forward the information required by H&S Code Section 34177(k) to the County Auditor-Controller; and

**WHEREAS**, the Administrative Budget has been prepared in accordance with H&S Code Section 34177(j) of the Dissolution Laws and is consistent with the requirements of the H&S Code and other applicable law. As indicated in the Administrative Budget, the Successor Agency does not directly employ its own staff but relies on the employees and staff members of the City to perform its functions and operations required by the Dissolution Laws; and

**WHEREAS**, the proposed source of payment of the costs set forth in the Administrative Budget in the amount of \$125,000 is property taxes from the County’s RPTTF established for the Successor Agency. These costs in the amount of \$125,000 are listed as Item #11 on the proposed Recognized Obligation Payment Schedule for the 6-month period from January 1, 2016 through June 30, 2016 (“ROPS 15-16B”) for funding from RPTTF, which ROPS 15-16B is proposed to be considered by the Successor Agency at this same meeting of the Successor Agency; and

**WHEREAS**, as required by H&S Code Section 34180(j) of the Dissolution Laws, the Successor Agency will submit a copy of the Administrative Budget to the San Diego County Administrative Officer (“County Administrative Officer”), the County Auditor-Controller, and the Department of Finance at the same time that the Successor Agency submits the Administrative Budget to the Oversight Board for review and approval; and

**WHEREAS**, as required by H&S Code Section 34179(f) of the Dissolution Laws, all notices required by law for proposed actions of the Oversight Board will be posted on the Successor Agency’s internet website or the Oversight Board’s internet website; and

**WHEREAS**, pursuant to H&S Code Section 34179(h) of the Dissolution Laws, the Successor Agency is required to provide written notice and information about all actions taken by the Oversight Board to the Department of Finance by electronic means and in the manner of the Department of Finance’s choosing; and

**WHEREAS**, in furtherance of Part 1.85 of the Dissolution Laws, a copy of the Administrative Budget as it may be approved by the Oversight Board will be submitted to the County Auditor-Controller and both the State Controller's Office and the Department of Finance and will be posted on the Successor Agency's internet website; and

**WHEREAS**, pursuant to H&S Code Section 34183(a)(2) of the Dissolution Laws, the County Auditor-Controller is required to make a payment of property tax revenues (i.e. former tax increment funds) from the RPTTF to the Successor Agency on January 2, 2016 for payments to be made toward recognized obligations listed on the approved ROPS 15-16B and for the administrative cost estimates from its approved Administrative Budget; and

**WHEREAS**, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

**WHEREAS**, the activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity proposed by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

**WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

- Section 1.** The Successor Agency determines that the foregoing recitals are true and correct and are a substantive part of this Resolution.
  
- Section 2.** The Successor Agency approves the Administrative Budget covering the 6-month period from January 1, 2016 through June 30, 2016, in substantially the form attached to this Resolution as Exhibit "A".
  
- Section 3.** The Executive Director, or designee, of the Successor Agency is authorized and directed to: (i) submit the approved Administrative Budget to the Oversight Board for its review and approval and concurrently submit a copy of the Administrative Budget to the County Administrative Officer, the County Auditor-Controller, and the Department of Finance; (ii) submit the Administrative Budget, as approved by the Oversight Board, and written notice of the Oversight Board's approval of the Administrative Budget, to the Department of Finance electronically pursuant to H&S Code Section 34179(h) of the Dissolution Laws; (iii) submit a copy of the Administrative Budget, as approved by the Oversight Board, to the County Auditor-Controller and the State Controller's Office; (iv) post the Administrative Budget, as approved by the Oversight Board, on the Successor Agency's internet website; (v) upon approval of the Oversight Board, submit to the County Auditor-Controller the administrative cost estimates from the Administrative Budget in the amount of \$125,000 that

are to be paid from property tax revenues deposited in the County's RPTTF established for the Successor Agency; and (vi) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

**Section 4.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 5.** The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Laws, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Laws, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

**Section 6.** The Successor Agency determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

**Section 7.** This Resolution shall take effect upon the date of its adoption.

**PASSED, APPROVED, AND ADOPTED** by the Imperial Beach Redevelopment Agency Successor Agency at its meeting held on the 2<sup>nd</sup> day of September 2015, by the following vote:

**AYES: BOARD MEMBERS:**  
**NOES: BOARD MEMBERS:**  
**ABSENT: BOARD MEMBERS:**

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**SERGE DEDINA  
CHAIRPERSON**

**ATTEST:**

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**JACQUELINE M. HALD, MMC  
SECRETARY**

**EXHIBIT "A"**

**IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY  
ADMINISTRATIVE BUDGET**

**January 1, 2016 through Jun 30, 2016**

JANUARY 1, 2016 THROUGH JUNE 30, 2016

**LABOR COSTS**

<b>Position Title</b>	<b>SA Admin Labor Cost</b>
Assistant City Manager/Comm Dev Director	\$ 35,749.01
Administrative Secretary II	\$ 1,090.00
City Manager	\$ 16,954.14
Clerk Typist	\$ 1,180.82
City Clerk	\$ 8,291.30
Administrative Services Director	\$ 20,499.38
Financial Services Assistant	\$ 1,994.75
Senior Account Technician	\$ 1,740.83
<b>Labor Cost SA Calculation Totals</b>	<b>\$ 87,500.00</b>

**OTHER OPERATING EXPENSES**

Legal Costs (6-months)	37,500.00
<b>Other Operating Expenses Totals:</b>	<b>\$ 37,500.00</b>
<b>Successor Agency Administrative Cost Total:</b>	<b>\$ 125,000.00</b>

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**STAFF REPORT  
CITY OF IMPERIAL BEACH  
REDEVELOPMENT AGENCY  
SUCCESSOR AGENCY**

**TO:** CHAIR AND BOARD MEMBERS OF THE SUCCESSOR AGENCY

**FROM:** ANDY HALL, CITY MANAGER/EXECUTIVE DIRECTOR *AH*

**MEETING DATE:** SEPTEMBER 2, 2015

**ORIGINATING DEPT.:** SUCCESSOR AGENCY STAFF  
STEVEN DUSH, DEPUTY DIRECTOR *SD*

**SUBJECT:** ADOPTION OF RESOLUTION NO. SA-15-51 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2016 THROUGH JUNE 30, 2016 (ROPS 15-16B)

**EXECUTIVE SUMMARY:**

Staff is seeking adoption of Resolution No. SA-15-51 that would approve the Recognized Obligation Payment Schedule (ROPS) for the period of January 1, 2016 through June 30, 2016 (the "ROPS 15-16B"). A total of \$2,541,668 from the Redevelopment Property Tax Trust Fund (RPTTF) is being requested for the upcoming six-month period. This request includes both June and December bond payments. In addition, funds are requested for the 9<sup>th</sup> and Palm Project, Pier South Hotel, and Affordable Housing Litigation.

**RECOMMENDATION:**

Staff recommends that the Imperial Beach Redevelopment Agency Successor Agency adopt Resolution Number SA-15-51 approving the Recognized Obligation Payment Schedule for the period of January 1, 2016 through June 30, 2016 (referred to as the "ROPS 15-16B").

**RATIONALE:**

A total of \$2,541,668 from the Redevelopment Property Tax Trust Fund (RPTTF) is being requested for the upcoming six-month period to meet the obligations of the Successor Agency.

**OPTIONS:**

1. Adopt the resolution and approve ROPS 15-16B.
2. Provide staff with direction for alternative action.

**BACKGROUND:**

On June 28, 2011, Assembly Bill No. X1 26 ("AB 26") was signed into law by the Governor of California which called for the dissolution of redevelopment agencies throughout the state and established the procedures by which this was to be accomplished. On December 29, 2011, AB 26 was largely upheld by the California State Supreme Court with some of the dates by which certain dissolution actions were to occur pushed back by four months. As a result of the Supreme Court's decision, and on February 1, 2012, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the affairs of the former redevelopment agencies.

AB 26 has since been amended by various assembly and senate bills enacted and signed by the Governor. AB 26 as amended is hereinafter referred to as the "Dissolution Laws".

According to the Dissolution Laws, the Successor Agency shall prepare a ROPS before each six-month fiscal period. For each recognized obligation, the ROPS shall identify one or more of the following sources of payment: (i) Low and Moderate Income Housing Funds, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance, (v) the Redevelopment Property Tax Trust Fund ("RPTTF") but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of the Dissolution Laws, and (vi) other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former Redevelopment Agency as approved by the Oversight Board.

It is the intent of the Dissolution Laws that the ROPS serve as the designated reporting mechanism for disclosing the Successor Agency's minimum bi-annual payment obligations by amount and source and that the San Diego County Auditor-Controller ("County Auditor-Controller") will be responsible for ensuring that the Successor Agency receives revenues sufficient to meet the requirements of the ROPS during each bi-annual period.

The Successor Agency is required to submit the ROPS 15-16B, after its approval and adoption by the Oversight Board, to the DOF and the County Auditor-Controller no fewer than 90 days before the date of property tax distribution on January 2, 2016, which is no later than October 4, 2015. The DOF would complete its review of the ROPS 15-16B no later than 45 days after the ROPS is submitted. Upon approval by the DOF, the County Auditor-Controller is required to make a payment of property tax revenues (i.e. former tax increment funds) from the RPTTF to the Successor Agency on January 2, 2016 for payments to be made toward recognized obligations listed on the ROPS 15-16B and approved by the DOF.

**ANALYSIS:**

As noted above, the ROPS 15-16B must be approved by the Oversight Board and submitted to the DOF by October 4, 2015. The ROPS 15-16B, a copy of which is attached to this staff report, includes requested RPTTF for enforceable obligations for the up-coming six-month period of January 1, 2016 through June 30, 2016. A total of \$2,541,668 from the RPTTF is being requested for the upcoming six-month period. This request includes both June and December bond payments. In addition, funds are requested for the 9th and Palm Project, Pier South Hotel, and Affordable Housing Litigation.

The total RPTTF requested also includes the annual Administrative Cost Allowance of \$125,000 which is half of the fiscal year amount of \$250,000 allowed for distribution to the Successor Agency pursuant to the Administrative Cost Allowance provisions of the Dissolution Laws.

**ENVIRONMENTAL DETERMINATION:**

The activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because the activity proposed by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the CEQA Guidelines.

**FISCAL IMPACT:**

Approval of the obligations listed on the ROPS 15-16B and their funding from RPTTF will allow the Successor Agency to make required and timely payments for those obligations during the period from January 1, 2016 through June 30, 2016. The amount of RPTTF requested to fund enforceable obligations totals \$2,541,668.

**Attachments:**

1. Resolution No. SA-15-51
2. ROPS 15-16B

**RESOLUTION NO. SA-15-51****A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 15-16B) FOR THE 6-MONTH PERIOD FROM JANUARY 1, 2016 THROUGH JUNE 30, 2016 AND APPROVING RELATED ACTIONS**

**WHEREAS**, the Imperial Beach Redevelopment Agency ("Redevelopment Agency") was a redevelopment agency in the City of Imperial Beach ("City"), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) ("Redevelopment Law"); and

**WHEREAS**, Assembly Bill No.X1 26 (2011-2012 1<sup>st</sup> Ex. Sess.) ("AB 26") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the California Health and Safety Code ("H&S Code"), including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the H&S Code; and

**WHEREAS**, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

**WHEREAS**, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under AB 26 ("Successor Agency"); and

**WHEREAS**, on February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency was established pursuant to AB 26; and

**WHEREAS**, on February 15, 2012, the Board of Directors of the Successor Agency, adopted Resolution No. SA-12-01 naming itself the "Imperial Beach Redevelopment Agency Successor Agency," the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of AB 26, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

**WHEREAS**, AB 26 has since been amended by various assembly and senate bills enacted and signed by the Governor. AB 26 as amended is hereinafter referred to as the "Dissolution Laws"; and

**WHEREAS**, H&S Code Section 34179 of the Dissolution Laws establishes a seven (7) member local entity with respect to each successor agency with fiduciary responsibilities to holders of enforceable obligations and taxing entities that benefit from distributions of property taxes, and such entity is titled the "oversight board." The oversight board has been established for the Successor Agency (hereinafter referred to as the "Oversight Board") and all seven (7) members have been appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Laws; and

**WHEREAS**, on April 12, 2013, the California Department of Finance (“Department of Finance”) issued the Finding of Completion to the Successor Agency pursuant to H&S Code Section 34179.7 of the Dissolution Laws; and

**WHEREAS**, pursuant to H&S Code Section 34171(h) of the Dissolution Laws, a “Recognized Obligation Payment Schedule” (“ROPS”) means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations of the Successor Agency for each 6-month fiscal period as provided in H&S Code Section 34177(m) of the Dissolution Laws; and

**WHEREAS**, pursuant to H&S Code Section 34177(l)(3) of the Dissolution Laws, the ROPS shall be forward looking to the next six (6) months; and

**WHEREAS**, according to H&S Code Section 34177(l)(1) of the Dissolution Laws, the Successor Agency shall prepare a ROPS before each 6-month fiscal period. For each recognized obligation, the ROPS shall identify one or more of the following sources of payment: (i) Low and Moderate Income Housing Funds, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance, (v) the Redevelopment Property Tax Trust Fund (“RPTTF”) but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of Part 1.85 of the Dissolution Laws, and (vi) other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former Redevelopment Agency as approved by the Oversight Board in accordance with Part 1.85 of the Dissolution Laws; and

**WHEREAS**, it is the intent of the Dissolution Laws that the ROPS serve as the designated reporting mechanism for disclosing the Successor Agency’s minimum bi-annual payment obligations by amount and source and that the San Diego County Auditor-Controller (“County Auditor-Controller”) will be responsible for ensuring that the Successor Agency receives revenues sufficient to meet the requirements of the ROPS during each bi-annual period; and

**WHEREAS**, pursuant to H&S Code Section 34177(m) of the Dissolution Laws, the Successor Agency is required to submit the ROPS for the 6-month period of January 1, 2016 through June 30, 2016, after its approval and adoption by the Oversight Board, to the Department of Finance and the County Auditor-Controller no fewer than 90 days before the date of property tax distribution on January 2, 2016, which is no later than October 4, 2015; and

**WHEREAS**, the ROPS covering the 6-month period from January 1, 2016 through June 30, 2016 (“ROPS 15-16B”) is attached to this Resolution as Exhibit “A” and is presented to the Successor Agency at this meeting for review, approval, and adoption; and

**WHEREAS**, if approved and adopted by the Successor Agency, the ROPS 15-16B shall thereafter be submitted to the Oversight Board for review, approval, and adoption. In this regard, H&S Code Section 34177(l)(2)(B) of the Dissolution Laws requires the Successor Agency to submit a copy of the ROPS 15-16B to the San Diego County Administrative Officer (“County Administrative Officer”), the County Auditor-Controller, and the Department of Finance at the same time that the Successor Agency submits the ROPS 15-16B to the Oversight Board for approval; and

**WHEREAS**, pursuant to H&S Code Section 34177(l)(2)(C) of the Dissolution Laws, a copy of the Oversight Board-approved ROPS 15-16B shall be submitted to the County Auditor-Controller and both the State Controller’s Office and the Department of Finance and shall be

posted on the Successor Agency's internet website; and

**WHEREAS**, pursuant to H&S Code Section 34177(m)(1) of the Dissolution Laws, the Successor Agency shall submit a copy of the Oversight Board-approved ROPS 15-16B to the Department of Finance electronically and the Successor Agency shall have completed the ROPS 15-16B in the manner provided by the Department of Finance; and

**WHEREAS**, pursuant to H&S Code Section 34183(a)(2) of the Dissolution Laws, the County Auditor-Controller is required to make a payment of property tax revenues (i.e. former tax increment funds) from the RPTTF to the Successor Agency on January 2, 2016 for payments to be made toward recognized obligations listed on the ROPS 15-16B and approved by the Department of Finance; and

**WHEREAS**, the proposed ROPS 15-16B is consistent with the requirements of the H&S Code and other applicable law; and

**WHEREAS**, the proposed ROPS 15-16B contains the schedules for payments on enforceable obligations required for the applicable 6-month period and sources of funds for payments as required pursuant to H&S Code Section 34177(l) of the Dissolution Laws; and

**WHEREAS**, pursuant to H&S Code Section 34177(m) of the Dissolution Laws, the ROPS 15-16B as approved and adopted by the Oversight Board shall be submitted to the Department of Finance and the County Auditor-Controller by October 4, 2015. Section 34177(m) further provides that the Department of Finance shall make its determination of the enforceable obligations and the amounts and funding sources of enforceable obligations no later than 45 days after the ROPS is submitted and that the Successor Agency may, within 5 business days of the Department of Finance's determination, request an additional review by the Department of Finance and an opportunity to meet and confer on disputed items. In the event of a meet and confer and request for additional review, the meet and confer period may vary but the Department of Finance shall notify the Successor Agency and the County Auditor-Controller as to the outcome of its review at least 15 days before the date of property tax distribution on January 2, 2016; and

**WHEREAS**, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

**WHEREAS**, the activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity proposed by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

**WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

**Section 1.** The Successor Agency determines that the foregoing recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** The Successor Agency approves and adopts the ROPS 15-16B for the 6-

month period from January 1, 2016 through June 30, 2016, in substantially the form attached to this Resolution as Exhibit "A".

**Section 3.** The Executive Director, or designee, of the Successor Agency is authorized and directed to: (i) provide the ROPS 15-16B to the Oversight Board for review, approval, and adoption and concurrently submit a copy of the ROPS 15-16B to the County Administrative Officer, the County Auditor-Controller, and the Department of Finance; (ii) submit the ROPS 15-16B, as approved and adopted by the Oversight Board, to the Department of Finance electronically and to the County Auditor-Controller no later than October 4, 2015; (iii) submit a copy of the ROPS 15-16B, as approved and adopted by the Oversight Board, to the State Controller's Office and post the ROPS 15-16B on the Successor Agency's internet website; (iv) revise the ROPS 15-16B, and make such changes and amendments as necessary, before official submittal of the ROPS 15-16B to the Department of Finance in order to complete the ROPS 15-16B in the manner provided by the Department of Finance and to conform the ROPS 15-16B to the form or format as may be prescribed by the Department of Finance; (v) make other non-substantive changes and amendments to the ROPS 15-16B as may be approved by the Executive Director of the Successor Agency and its legal counsel; and (vi) take such other actions and execute such other documents as are necessary or desirable to effectuate the intent of this Resolution on behalf of the Successor Agency.

**Section 4.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 5.** The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Laws, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Laws, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

**Section 6.** The Successor Agency determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

**Section 7.** This Resolution shall take effect upon the date of its adoption.

**PASSED, APPROVED, AND ADOPTED** by the Imperial Beach Redevelopment Agency

Successor Agency at its meeting held on the 2<sup>nd</sup> day of September 2015, by the following vote:

<b>AYES:</b>	<b>BOARD MEMBERS:</b>
<b>NOES:</b>	<b>BOARD MEMBERS:</b>
<b>ABSENT:</b>	<b>BOARD MEMBERS:</b>

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**SERGE DEDINA**  
**CHAIRPERSON**

**ATTEST:**

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**JACQUELINE M. HALD, MMC**  
**SECRETARY**

**EXHIBIT "A"**

**IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

**January 1, 2016 through June 30, 2016  
("ROPS 15-16B")**

**(attached)**

**Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary**

Filed for the January 1, 2016 through June 30, 2016 Period

**Name of Successor Agency:** Imperial Beach  
**Name of County:** San Diego

<b>Current Period Requested Funding for Outstanding Debt or Obligation</b>		<b>Six-Month Total</b>
<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding</b>		
<b>A Sources (B+C+D):</b>		<b>\$ -</b>
B Bond Proceeds Funding (ROPS Detail)		-
C Reserve Balance Funding (ROPS Detail)		-
D Other Funding (ROPS Detail)		-
<b>E Enforceable Obligations Funded with RPTTF Funding (F+G):</b>		<b>\$ 2,541,668</b>
F Non-Administrative Costs (ROPS Detail)		2,416,668
G Administrative Costs (ROPS Detail)		125,000
<b>H Total Current Period Enforceable Obligations (A+E):</b>		<b>\$ 2,541,668</b>

<b>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
I Enforceable Obligations funded with RPTTF (E):		2,541,668
J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)		(30,825)
<b>K Adjusted Current Period RPTTF Requested Funding (I-J)</b>		<b>\$ 2,510,843</b>

<b>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</b>		
L Enforceable Obligations funded with RPTTF (E):		2,541,668
M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)		-
<b>N Adjusted Current Period RPTTF Requested Funding (L-M)</b>		<b>2,541,668</b>

Certification of Oversight Board Chairman:  
Pursuant to Section 34177 (m) of the Health and Safety code, I  
hereby certify that the above is a true and accurate Recognized  
Obligation Payment Schedule for the above named agency.

_____	
Name	Title
/s/ _____	
Signature	Date

Imperial Beach Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail  
 January 1, 2016 through June 30, 2016  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K					O	P	
										M							N
										L			RPTTF				
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total		
								\$ 40,392,486			-	-	-	\$ 2,416,668	\$ 125,000	\$ 2,541,668	
2	2010 Tax Allocation Bonds Series	Bonds Issued On or Before 12/31/10	11/18/2010	6/1/2040	Wells Fargo Bank	Bond Debt Service pursuant to	Palm Ave	21,000,000	N				762,028		\$ 762,028		
4	2010 Tax Allocation Bonds Series Reserve	Bonds Issued On or Before 12/31/10	11/18/2010	6/1/2040	Wells Fargo Bank	Reserve for bond Debt Service pursuant to Section 34171 (d) (1) (A) and 34171(d)(1)( E ) and as mandated by the bond indenture.	Palm Ave Commercial Corridor PA1, PA2		N				513,353		\$ 513,353		
5	Housing Loan/Advance to make Bond Payment	City/County Loans On or Before 6/27/11	5/1/2012	6/30/2015	Housing Authority	Advance/loaned Housing Deficiency Low Mod Tax Increment Funds loaned/advanced to pay May 2012 Bond Payments. Section 34171 (d) (1) (G).	Palm Ave Commercial Corridor PA1, PA2		N						\$ -		
6	Housing Loan/Advance to pay Enforceable Obligations	City/County Loans After 6/27/11	6/1/2012	7/1/2015	Housing Authority	Advance/loaned Housing Deficiency Low Mod Tax Increment Funds loaned/advanced to pay ROPS 1 & 2 enforceable obligations. Section 34171 (d) (1) (G).	Palm Ave Commercial Corridor PA1, PA2		N						\$ -		
7	Housing (HA) Loan/Advance to pay Enforceable Obligations	City/County Loans After 6/27/11	6/1/2012	7/2/2015	Housing Authority	Advance/loaned Housing Deficiency Low Mod Tax Increment Funds (HA) loaned/advanced to pay ROPS 1 & 2 enforceable obligations. Section 34171 (d) (1) (G).	Palm Ave Commercial Corridor PA1, PA2		N						\$ -		
8	Housing Agreement	Miscellaneous	1/1/2011	7/3/2015	Imperial Beach	For provisions of housing costs under CRL pursuant to Health and Safety Code 34171 (d) (3), 34176.	Palm Ave Commercial Corridor PA1, PA2		N						\$ -		
11	Admin Budget	Admin Costs	1/1/2016	6/30/2016	Successor Agency & City of Imperial Beach	Per Sections 34177(j) and 34177(k) of the Dissolution Act, the Administrative Budget and estimated payment with RPTTF was approved by Successor Agency by Resolution and presented to the Oversight Board for approval by Resolution. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	125,000	N					125,000	\$ 125,000		
12	City Service Agreement	City/County Loans On or Before 6/27/11	7/1/2007	12/31/2014	City of Imperial Beach	Per AB 26/AB 1484 - Section 34171 (d) (1) (F), 34178 (a), 34180 (h). See Notes Page.	Palm Ave Commercial Corridor PA1, PA2		N						\$ -		
13	Legal	Legal	1/1/2016	6/30/2016	McDougal Love/Kane Ballmer	Legal Services provided to Successor Agency per enforceable obligations.	Palm Ave Commercial Corridor PA1, PA2	-	N						\$ -		
14	Pier South Hotel Project Requirements	OPA/DDA/Construction	12/1/2010	3/15/2066	Successor Agency & City of Imperial Beach	Fulfillment of Project requirements per Developer/Former RDA DDA and Ground Lease, per H&S Code Section 34171(d)(1)(E). See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	100,000	N				15,000		\$ 15,000		
18	Litigation - Defense Costs/Fees	Litigation	4/25/2012	6/30/2016	Successor Agency, City of Imperial Beach, McDougal Love, and Kane Ballmer	Lawsuit filed by Affordable Housing Coalition of San Diego County re obligations of Former RDA. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	100,000	N				30,000		\$ 30,000		
19	Oversight Board Costs Required by State Law	Admin Costs	7/1/2015	12/31/2015	Successor Agency & City of Imperial Beach	Costs incurred by Successor Agency as requested and required by the Oversight Board per State law.	Palm Ave Commercial Corridor PA1, PA2	-	N						\$ -		
22	9th & Palm Avenue Real Estate Management	Property Dispositions	7/1/2015	6/30/2016	Successor Agency & City of Imperial Beach	Costs relating to Successor Agency owned asset per LRPMP and PSA. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	100,000	N				75,000		\$ 75,000		
23	Tax Allocation Bonds Required Annual Continuing Disclosure	Fees	11/18/2010	6/1/2040	NBS	Costs relating to required annual continuing disclosure obligations of the Successor Agency on the 2013 Series A TABs and 2010 TABs. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	3,800	N				3,800		\$ 3,800		

**Imperial Beach Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail**  
**January 1, 2016 through June 30, 2016**  
**(Report Amounts in Whole Dollars)**

A	B	C	D	E	F	G	H	I	J	K				L		M	N	O	P	
										Funding Source				Non-Admin	Admin					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)		RPTTF								
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total					
24	Tax Allocation Bonds Property Tax Data Collection/Monitoring	Fees	1/14/2004	6/1/2040	HdL	Data used by NBS for preparation of the required annual continuing disclosure obligations of the Successor Agency on the 2013 Series A TABs and 2010 TABs. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	2,025	N				2,025		\$ 2,025					
25	Successor Agency Annual Financial Audit and Financial Statements Required by State Law	Dissolution Audits	1/1/2016	6/30/2016	Lance, Soll Lundgard, CPA Firm	Costs relating to the Successor Agency's preparation of Annual Audit and Financial Statements required by State law. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	-	N						\$ -					
29	City Loan Repayment Indebtedness - Loan from City to Former RDA within 2 years of Redevelopment Plan Adoption and Expansion/Amendment - H&S Code Section 34191.4(b)	City/County Loans On or Before 6/27/11	6/7/1995	12/21/2023	City of Imperial Beach	City loan to Former RDA executed within 2 years of Redevelopment Agency formation and repaid per H&S Code Section 34191.4(b) as approved by the DOF by letter dated April 18, 2014. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	1,476,661	N						\$ -					
34	Bond Services 2010 TABs and 2013 Series A Tax Allocation Refunding Bonds	Fees	11/18/2010	6/1/2040	Wells Fargo	Trustee Services for 2010 TABs and the 2013 Series A Tax Allocation Refunding Bonds. See Notes Page.	Palm Ave Commercial Corridor PA1, PA3	-	N						\$ -					
36	2013 Series A Tax Allocation Refunding Bonds issued by the SA in compliance with H&S Code Section 34177.5 as approved by the DOF	Bonds Issued On or Before 12/31/10	12/4/2013	6/1/2033	Wells Fargo Bank	Bond Debt Service pursuant to H&S Code Section 34171 (d) (1) (A) and 34171(d)(1)( E ).		17,260,000	N				395,231		\$ 395,231					
37	Reserve for the 2013 Series A Tax Allocation Refunding Bonds	Reserves	12/4/2013	6/1/2033	Wells Fargo Bank	Reserve for Bond Debt Service pursuant to Section 34171 (d) (1) (A) and 34171(d)(1)( E ) and as mandated by the bond indenture.			N				395,231		\$ 395,231					
38	Successor Housing Entity Administrative Cost Allowance per AB 471	Admin Costs	1/1/2016	6/30/2016	Housing Authority	Housing Entity Administrative Costs per Assembly Bill 471. See Notes Page.		75,000	N				75,000		\$ 75,000					
39	Agreement Regarding Retention and Expenditure of Bond Proceeds from 2010 Tax Allocation Bond Proceeds	Bonds Issued On or Before 12/31/10	1/1/2015	6/30/2015	City of Imperial Beach	Agreement to retain and expend Bond Proceeds from 2010 Tax Allocation Bonds in a manner consistent with the purposes for which they were sold and consistent with the original bond covenants pursuant to Section 34191.4(c) and as allowed pursuant to issuance of our Finding of Completion dated April 12, 2013.		-	N						\$ -					
	Unpaid Housing Administrative Cost Allowance	Admin Costs	1/1/2015	12/31/2015	Housing Authority	Unpaid Housing Administrative Cost on ROPS 14-15B and ROPS 15-16A pursuant to H&S Code Ssection 34171(p) enacted by Assembly Bill No. 471 and as expressly allowed by the Sacramento Superio Court		150,000	N				150,000		\$ 150,000					

**Imperial Beach Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances  
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [\[ INSERT URL LINK TO CASH BALANCE TIPS SHEET \]](#)

A	B	C	D	E	F	G	H	I	
		<b>Fund Sources</b>							
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>		<b>Other</b>	<b>RPTTF</b>		
	<b>Cash Balance Information by ROPS Period</b>	Bonds Issued on or before 12/31/10	Bonds Issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, Grants, Interest, Etc.	Non-Admin and Admin	<b>Comments</b>	
<b>ROPS 14-15B Actuals (01/01/15 - 06/30/15)</b>									
1	<b>Beginning Available Cash Balance (Actual 01/01/15)</b>	4,085,782	-	-	-	7,282	41,272	C-1: \$2,811,330 of the \$4,085,782 of the 2010 bon	
2	<b>Revenue/Income (Actual 06/30/15)</b> RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015						2,264,403		
3	<b>Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15)</b> RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q	1,274,452					1,354,434	C-3: \$1,274,452 are the 2010 bond funds also incl	
4	<b>Retention of Available Cash Balance (Actual 06/30/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	2,811,330					912,259	C-4: \$2,811,330 are 2010 bond funds being held b	
5	<b>ROPS 14-15B RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S	No entry required						30,825	
6	<b>Ending Actual Available Cash Balance</b> C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 7,282	\$ 8,157	G-1 & G-6: \$7,282 is interest earned on all Succes	
<b>ROPS 15-16A Estimate (07/01/15 - 12/31/15)</b>									
7	<b>Beginning Available Cash Balance (Actual 07/01/15)</b> (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 2,811,330	\$ -	\$ -	\$ 912,259	\$ 7,282	\$ 38,982	H-4, F-7 & F-9: \$912,259 is the RPTTF distributed	
8	<b>Revenue/Income (Estimate 12/31/15)</b> RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during June 2015						1,386,277		
9	<b>Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 12/31/15)</b>				912,259		1,460,259		
10	<b>Retention of Available Cash Balance (Estimate 12/31/15)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	<b>Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)</b>	\$ 2,811,330	\$ -	\$ -	\$ -	\$ 7,282	\$ (35,000)		

Imperial Beach Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments  
 Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)  
 (Report Amounts in Whole Dollars)

**ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA):** Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T		
Item #	Project Name / Debt Obligation	Non-RPTTF Expenditures						RPTTF Expenditures												Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16B Requested RPTTF)	SA Comments
		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin						Admin							
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15B distributed + all other available as of 01/1/15)	Net Lesser of Authorized / Available	Actual	Difference (If total actual exceeds total authorized, the total difference is zero)	Net Difference (M+R)			
		\$ 3,074,452	\$ 3,074,452	\$ -	\$ -	\$ -	\$ -	\$ 2,172,518	\$ 2,172,518	\$ 2,172,518	\$ 2,141,693	\$ 30,825	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ 30,825			
2	2010 Tax Allocation	-	-	-	-	-	-	755,553	755,553	755,553	755,553	\$ -						\$ -			
4	2010 Tax Allocation	-	-	-	-	-	-	517,028	517,028	517,028	517,028	\$ -						\$ -			
5	Housing Loan/Advance to make Bond Payment	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
6	Housing Loan/Advance to pay Enforceable Obligations	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
7	Housing (HA) Loan/Advance to pay Enforceable Obligations	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
8	Housing Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
11	Admin Budget	-	-	-	-	-	-	-	-	\$ -	-	\$ -	125,000	125,000		125,000		\$ -			
12	City Service Agreement	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
13	Legal	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
14	Pier South Hotel Project Requirements	-	-	-	-	-	-	10,000	10,000	\$ 10,000	10,000	\$ -						\$ -			
18	Litigation - Defense Costs/Fees	-	-	-	-	-	-	30,000	30,000	\$ 30,000	2,825	\$ 27,175						\$ 27,175			
19	Oversight Board Costs Required by State Law	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			
22	9th & Palm Avenue Real Estate Management	-	-	-	-	-	-	60,000	60,000	\$ 60,000	60,000	\$ -						\$ -			
23	Tax Allocation Bonds Required Annual Continuing Disclosure	-	-	-	-	-	-	3,950	3,950	\$ 3,950	3,800	\$ 150						\$ 150			
24	Tax Allocation Bonds Property Tax Data Collection/Monitoring	-	-	-	-	-	-	2,025	2,025	\$ 2,025	2,025	\$ -						\$ -			
25	Successor Agency Annual Financial Audit and Financial Statements Required by State Law	-	-	-	-	-	-	-	-	\$ -	-	\$ -						\$ -			

Imperial Beach Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Prior Period Adjustments  
 Reported for the ROPS 14-15B (January 1, 2015 through June 30, 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)  
 (Report Amounts in Whole Dollars)

**ROPS 14-15B Successor Agency (SA) Self-reported Prior Period Adjustments (PPA):** Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15B (January through June 2015) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16B (January through June 2016) period will be offset by the SA's self-reported ROPS 14-15B prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

29	City Loan Repayment Indebtedness - Loan from City to Former RDA within 2 years of Redevelopment Plan Adoption and Expansion/Amendment - H&S Code Section 34191.4(b)	-								\$ -		\$ -						\$ -
34	Bond Services 2010 TABs and 2013 Series A Tax Allocation Refunding Bonds	-					3,500	3,500		\$ 3,500		\$ 3,500						\$ 3,500
35	ROPS II Unfunded Obligations Cash-Flow Deficit	-								\$ -		\$ -						\$ -
36	2013 Series A Tax Allocation Refunding Bonds issued by the SA in compliance with H&S Code Section 34177.5 as approved by the DOF	-					395,231	395,231		\$ 395,231	395,231	\$ -						\$ -
37	Reserve for the 2013 Series A Tax Allocation Refunding Bonds	-					395,231	395,231		\$ 395,231	395,231	\$ -						\$ -
38	Successor Housing Entity Administrative Cost Allowance per AB 471	-								\$ -		\$ -						\$ -
39	Agreement Regarding Retention and Expenditure of Bond Proceeds from 2010 Tax Allocation Bond Proceeds	3,074,452	3,074,452							\$ -		\$ -						\$ -

**Imperial Beach Recognized Obligation Payment Schedule (ROPS 15-16B) - Notes**  
**January 1, 2016 through June 30, 2016**

Item #	Notes/Comments
11	The amount of the Administrative Cost Allowance is not intended to limit the use and amount of other funds available to the Successor Agency, if any is available, to be used to pay for additional administrative costs included in the Administrative Budget for the period January 1, 2016 through June 30, 2016.
14	These costs are associated with a DDA entered into by the Former RDA on December 16, 2010 and the Ground Lease, as required by the DDA, on March 15, 2011. Pursuant to H&S Code Section 34171(d)(1)(E), this item constitutes an enforceable obligation. This item is specifically excluded from the definition of and payment by the administrative cost allowance and does not constitute an administrative cost as a project-related cost pursuant to H&S Code Section 34171(b). Payment of this obligation is required by the underlying Former RDA DDA and Ground Lease and therefore constitutes an enforceable obligation of the Successor Agency pursuant to H&S Code Section 34171(d)(1)(E) and shall be payable from RPTTF monies.
18	Litigation costs due to the filing of a lawsuit by the Affordable Housing Coalition of San Diego County alleging that unmet obligations of the Former RDA pursuant to the California Community Redevelopment Law constitute an enforceable obligation of the Successor Agency payable from RPTTF. Costs relating to potential and pending litigation in connection with assets or obligations constitute an enforceable obligation of the Successor Agency and shall be payable from RPTTF monies, not as an administrative cost, pursuant to H&S Code Section 34171(b).
22	These costs are associated with managing this real estate asset owned by the Successor Agency per the LRPMP and Purchase and Sale Agreement approved by the DOF. Further, these costs are specifically excluded from the definition of and payment by the administrative cost allowance and does not constitute an administrative cost as a cost for maintaining assets pursuant to H&S Code Section 34171(b) and constitutes an enforceable obligation pursuant to H&S Code Section 34171(d)(1)(E). Payment of these obligations constitute an enforceable obligation of the Successor Agency and shall be payable from RPTTF monies.
23	Costs relating to annual continuing disclosure obligations of the Successor Agency on the 2013 Series A Tax Allocation Refunding Bonds and the 2010 TABs are required by the Indentures governing the issuance of the TABs and constitute enforceable obligations of the Successor Agency pursuant to H&S Code Sections 34171(d)(1)(A) and 34171(d)(1)( E ), and shall be payable from RPTTF monies, not as an administrative cost.
24	Costs relating to data collection and monitoring for the annual continuing disclosure obligations of the Successor Agency on the 2013 Series A Tax Allocation Refunding Bonds and the 2010 TABs are required by the Indentures governing the issuance of the TABs and constitute enforceable obligations of the Successor Agency pursuant to H&S Code Sections 34171(d)(1)(A) and 34171(d)(1)( E ), and shall be payable from RPTTF monies, not as an administrative cost.
25	These are costs relating to the Successor Agency's obligation to cause a CPA to prepare an annual post audit of its financial transactions and records as required by H&S Code Section 34177(n). Payment of this obligation is required by State law at H&S Code Section 34177(n) and therefore constitutes an enforceable obligation of the Successor Agency pursuant to H&S Code Section 34171(d)(1)(C) and shall be payable from RPTTF monies, and is not an administrative cost.
29	City loan to Former RDA executed within 2 years of Redevelopment Agency formation and repaid per H&S Code Section 34191.4(b) as approved Oversight Board Resolution No. OB-14-31 and subsequently approved by the DOF by letter dated April 8, 2014. A portion of the City loan was repaid by RPTTF during the ROPS 14-15A and ROPS 15-16A periods and will be requested during subsequent ROPS periods until repaid in full.
34	Costs relating to Trustee services provided to the Successor Agency for both the 2010 Series A Tax Allocation Bonds and the 2013 Series A Tax Allocation Refunding Bonds are required by the Indenture governing the issuance of these TABs and constitute enforceable obligations of the Successor Agency pursuant to H&S Code Sections 34171(d)(1)(A) and 34171(d)(1)( E ), and shall be payable from RPTTF monies, not as an administrative cost.
38	This \$75,000 is half the FY 2015-16 allowable amount of \$150,000 to the Housing Successor for eligible Housing Administrative Cost Allowance pursuant to H&S Code Section 34171(p) enacted by Assembly Bill No. 471, and expressly allowed by the Sacramento Superior Court (Case No. 34-2014-80001948). The Housing Authority serves as the Housing Successor. This item constitutes an enforceable obligation per H&S Code Section 34171(p).
New item	This \$150,000 is the total amount of unpaid Housing Administrative Cost Allowance previously requested by the Successor Agency on the ROPS 14-15B and ROPS 15-16A, including via meet and confer processes, but incorrectly denied by the Department of Finance. The Housing Successor is eligible to receive these requested Housing Administrative Cost Allowance amounts pursuant to H&S Code Section 34171(p) enacted by Assembly Bill No. 471, and as expressly allowed by the Sacramento Superior Court (Case No. 34-2014-80001948). The Housing Authority serves as the Housing Successor. This item constitutes an enforceable obligation per H&S Code Section 34171(p).
All	The actual amounts provided on this ROPS are solely estimates and the actual amount paid due to final costs owed by the Successor Agency may end up being greater than shown in the ROPS detail. Therefore, the approval of this ROPS by the Successor Agency, the Oversight Board and the DOF includes the approval of such increased amount actually paid by the Successor Agency.
All	To the extent RPTTF is not available to pay an enforceable obligation listed on this ROPS, the approval of this ROPS by the Successor Agency, the Oversight Board, and the DOF includes authorizing the Successor Agency to make payments on an enforceable obligation from any other funds the Successor Agency may have available, if any, at the time a payment is to be made.