



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

NOVEMBER 16, 2016

**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) 628-2347, as far in advance of the meeting as possible.

REGULAR MEETING CALL TO ORDER

ROLL CALL

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 PRESENTATION OF AUTOFEST 2016 CHECK TO BOYS AND GIRLS CLUB.

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

2.1 MINUTES.

Recommendation: That the City Council approves the Regular Meeting Minutes of October 19, 2016 and November 2, 2016.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: It is respectfully requested that the City Council ratifies the warrant register.

2.3 RECEIVE SEPTEMBER 2016 TREASURER'S REPORT. (0300-90)

Recommendation: That the City Council receives the monthly Treasurer's report.

Continued on Next Page

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)

- 2.4 **RESOLUTION 2016-7751 AUTHORIZING A TWENTY YEAR EXTENSION TO THE STREET EASEMENT FROM THE SAN DIEGO UNIFIED PORT DISTRICT FOR A FIFTEEN FOOT RADIUS CORNER ROUNDING AT THE SOUTHWEST CORNER OF 120 ELKWOOD AVENUE FOR PUBLIC PURPOSES. (0150-70 & 0480-40)**
Recommendation: Adopt resolution.
- 2.5 **SECOND READING AND ADOPTION OF ORDINANCE NO. 2016-1159, AMENDING SECTIONS 8.38.040 AND 8.38.050 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SUBMISSION AND REVIEW OF WASTE MANAGEMENT PLANS. (0770-95)**
Recommendation: That the City Council waives further reading and adopts Ordinance No. 2016-1159 amending Sections 8.38.040 and 8.38.050 of the Imperial Beach Municipal Code and waives further reading of the ordinance.
- 2.6 **RESOLUTION NO. 2016-7752 APPROVING THE APPLICATION FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS FOR IMPERIAL BEACH SPORTS PARK & CEQA NOTICE OF EXEMPTION. (0390-86 & 0920-40)**
Recommendation: Adopt resolution.
- 2.7 **CONSIDER ADOPTION OF RESOLUTION NO. 2016-7754 THAT WOULD APPROVE THE PROPERTY DONATION AND MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SAN DIEGO FOR A NEW LIBRARY AND USE OF THE COMMUNITY ROOM AT 810 IMPERIAL BEACH BOULEVARD (APN 626-400-54-00 & 626-400-71-00). MF 1067. (0600-20)**
Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS / ORDINANCES – SECOND READING & ADOPTION (4.1)

- 4.1 **ORDINANCE NO. 2016-1157, PUBLIC HEARING, SECOND READING AND ADOPTION: ORDINANCE AMENDING SECTIONS OF CHAPTERS 15.02, 15.04, 15.06, 15.14, 15.16, 15.18, 15.20, 15.28, 15.32, AND 15.34, AND 15.38 OF THE IMPERIAL BEACH MUNICIPAL CODE, BY ADOPTING THE 2016 CALIFORNIA ADMINISTRATIVE CODE, RESIDENTIAL CODE, BUILDING CODE, HISTORIC BUILDING CODE, ELECTRIC CODE, EXISTING BUILDING CODE, FIRE CODE, MECHANICAL CODE, PLUMBING CODE, REFERENCED STANDARDS CODE, AND GREEN BUILDING CODE, RESPECTIVELY. (0250-95 & 0710-95)**
Recommendation: That the City Council conducts the public hearing, waives further reading and adopts Ordinance No. 2016-1157.

REPORTS (5.1-5.2)

- 5.1 **RESOLUTION NO. 2016-7753 PROVIDING \$44,819.01 TO THE BOYS & GIRLS CLUB OF SOUTH COUNTY TO ADDRESS A FUNDING SHORTFALL IN PROVIDING RECREATIONAL SERVICES ON BEHALF OF THE CITY OF IMPERIAL BEACH AT IMPERIAL BEACH SPORTS PARK & SPORTS PARK COLLABORATIVE UPDATE PRESENTATION. (1020-90)**
Recommendation: Adopt resolution.
- 5.2 **DISCUSSION AND POTENTIAL DIRECTION FROM THE CITY COUNCIL IN RELATION TO COUNCILMEMBER COMPENSATION AND ALLOWING LEASHED DOGS TO BE WALKED ON THE BEACH. (0200-95, 0410-14 & 0410-95)**
Recommendation: Following City Council discussion and deliberation of the items identified by Councilman Bilbray, the City Council may direct staff to prepare any information to amend the Municipal Code as determined appropriate by the City Council.

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURN REGULAR MEETING

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

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

www.ImperialBeachCA.gov

/s/

Jacqueline M. Hald, MMC
City Clerk

**THIS PAGE
INTENTIONALLY LEFT BLANK**

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

OCTOBER 19, 2016

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

REGULAR MEETING - 6:00 P.M.

REGULAR MEETING CALL TO ORDER

Mayor Pro Tem Spriggs called the Regular Meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers present: Bilbray (arrived at 6:07), Patton, Bragg
Councilmembers absent: None
Mayor Absent: Dedina
Mayor Pro Tem Present: Spriggs
Staff Present: City Manager Hall, City Attorney Lyon, Deputy City Clerk Carballo, Public Works Director Levien, Assistant Public Works Director Helmer, Assistant City Manager Dush, Fire Chief French

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Valeria Urtiz from Godfrey G. Berry Elementary School.

AGENDA CHANGES

MOTION BY BRAGG, SECOND BY PATTON, TO TAKE ITEM NO. 5.2 BEFORE ITEM NO. 4.1 AND TAKE ITEM NO. 2.7 OFF THE CONSENT CALENDAR FOR DISCUSSION AT THE END OF THE AGENDA. MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

Councilmember Patton reported on his participation at the Community Conversation and announced the next meeting is on November 1st at 6:00 p.m. in the Community Room. He reported on his attendance at the South County Economic Development Council's (SCEDC) Elected Official's Reception, Autofest 2016, the Teacher's Community Awards, announced Military Appreciation Day on November 12th at Dunes Park and the Haunted Barn on October 21st and 22nd - entry cost will be 1 can of food benefitting the San Diego Food Bank.

Councilmember Bragg reported on her attendance at the Transportation Committee meeting stating MTS now has a new ADA eligibility certification provider and spoke about the resulting changes. She read a letter from Cindy Gomper Graves, CEO of SCEDC, expressing gratitude for a job well done at the Elected Official's Reception and commenting on the positive changes in Imperial Beach. She reported on her attendance at Autofest 2016, the Fire Department Open House, the Imperial Beach Historical Society Open House, announced the Chamber of Commerce breakfast featuring Gary Gallegos, CEO of SANDAG on October 27th and the Imperial Beach Chills and Thrills event on October 29th.

Mayor Pro Tem Spriggs reported on his attendance at the League of California Cities Annual Conference, along with City Manager Hall and stated he could provide additional information for

staff or anyone in the community interested in helping with internships for youth. He commented on his appointment as Vice Chair of the League's Policy Committee on Housing, Community and Economic Development which focuses on land use planning.

COMMUNICATIONS FROM CITY STAFF

Fire Chief French reported on the success and growth of the Fire Department Open House detailing the various demonstrations, informational booths and activities. He announced the Great California Shake Out October 20th at 10:20 a.m.

PUBLIC COMMENT

None.

PRESENTATIONS (1.1)

1.1 SR-75 INTERSECTION AND TRAFFIC MANAGEMENT PLAN UPDATE BY CAPTAIN SCOTT MULVEHILL, NAVAL BASE CORONADO EXECUTIVE OFFICER. (0620-80)

Captain Mulvehill, Naval Base Coronado Executive Officer, gave a PowerPoint presentation regarding updates on the SR-75 intersection and Traffic Management Plan and commented on the high volume of traffic on the Strand the last 2 weeks and what's being done to alleviate that issue.

In response to Councilmember Bragg's question, Captain Mulvehill stated the Traffic Management Plan is a document that will be adjusted if needed, the document helps determine issues that need to be addressed and Representative Scott Peters has not asked to see the document but he will be shown the different areas in question.

In response to Mayor ProTem Spriggs' question, regarding the northbound treatment of the left turn, Captain Mulvehill stated they have two options. The first is a dedicated left turn lane with unimpeded right lanes. However that poses a problem with getting pedestrians and bikers across and installing a potential bus stop across the road. The second is to install a stop light, which obstruct free flowing traffic but will accommodate the aforementioned issues. A final decision has not yet been made.

CONSENT CALENDAR (2.1-2.6 and 2.8)

MOTION BY BILBRAY, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.6 and 2.8. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, BILBRAY

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: DEDINA

2.1 MINUTES.

City Council approved the Regular Meeting Minutes of September 21, 2016 and the Special Meeting Minutes of September 22, 2016.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Council ratified the warrant register.

2.3 RECEIVE AUGUST 2016 TREASURER'S REPORT. (0300-90)

City Council received the monthly Treasurer's report.

2.4 RESOLUTION NO. 2016-7740 TO AWARD PROFESSIONAL SERVICE CONTRACT TO NASLAND ENGINEERING TO PREPARE 30% CONSTRUCTION DRAWINGS FOR PEDESTRIAN LIGHTING ALONG SECTIONS OF PALM AVENUE AND SEACOAST DRIVE. (0720-60)

City Council adopted the resolution.

- 2.5 CONSIDERATION OF ADOPTION OF RESOLUTION NO. 2016-7739; AMENDING THE COUNCILMEMBER TRAVEL POLICY, AND PROVIDING AN EFFECTIVE DATE. (0410-95)**
City Council adopted the resolution.
- 2.6 RESOLUTION NO. 2016-7744 APPROPRIATING \$100,000 FROM THE GENERAL FUND PUBLIC WORKS RESERVE ACCOUNT TO THE VEHICLE WASH PIT CONSTRUCTION CIP NO. F15-101. (0910-30)**
City Council adopted the resolution.
- 2.8 CITY COUNCILMEMBER REQUEST TO DISCUSS POLICY ITEMS AT A FUTURE REGULAR MEETING OF THE IMPERIAL BEACH CITY COUNCIL. (0410-14)**
City Council reviewed the items identified by Councilmember Bilbray and determined that the items should be placed on a future agenda of the City Council.

ORDINANCES – INTRODUCTION/FIRST READING (3.1-3.2)

- 3.1 AN INTRODUCTION OF ORDINANCE NO. 2016-1158, AMENDING CHAPTER 8.30 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROL; REPEALING CHAPTER 8.31 PERTAINING TO STORM WATER/URBAN RUNOFF POLLUTION REDUCTION CHARGE; REPEALING CHAPTER 8.32 PERTAINING TO THE STANDARD URBAN STORMWATER MITIGATION PLAN; AMENDING CHAPTER 15.54, PERTAINING TO GRADING PERMITS AND PLANS; AND AMENDING SECTIONS 16.12.090(A)(4), 18.84.050, AND 19.25.060(G)(1)(a). (0770-65)**

Assistant Public Works Director Helmer reported on the item.

In response to Councilmember Patton's question, Assistant Public Works Director Helmer stated new developers were not happy at first, however, they were informed 5 years in advance and although it adds costs to projects, it also provides better aesthetics and makes projects more environmentally sound. All new projects will include some type of stormwater element.

Councilmember Bragg commented this was all initiated during former Mayor Diane Rose's and former Councilmember Mayda Winter's tenure. She stated Imperial Beach is setting the tone for the rest of the coastline, it is well worth the cost and commended Assistant Public Works Director Helmer's expertise on these issues.

In response to Mayor ProTem Spriggs' question, Assistant Public Works Director Helmer stated as long as plans are made following the stormwater regulation, current and future projects will be fine. The problems are found in past projects.

Deputy City Clerk Carballo read the title of Ordinance No. 2016-1158 "An Ordinance of the City Council of the City of Imperial Beach, California, amending Chapter 8.30 of the City of Imperial Beach Municipal Code pertaining to urban runoff management and discharge control; repealing Chapter 8.31 pertaining to stormwater/urban runoff pollution reduction charge; repealing Chapter 8.32 pertaining to the standard urban stormwater mitigation plan; amending Chapter 15.54, pertaining to grading permits and plans; and amending Sections 16.12.090(A)(4), 18.84.050, and 19.25.060(G)(1)(a)".

MOTION BY BILBRAY, SECOND BY PATTON, TO INTRODUCE ORDINANCE NO. 2016-1158 BY TITLE ONLY, WAIVE FURTHER READING IN FULL, AND SET THE MATTER FOR A SECOND READING AND ADOPTION AT THE NEXT REGULAR CITY COUNCIL MEETING OF NOVEMBER 2, 2016. MOTION CARRIED BY THE FOLLOWING VOTE:

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

3.2 ORDINANCE NO. 2016-1157, INTRODUCTION AND FIRST READING: ORDINANCE AMENDING SECTIONS OF CHAPTERS 15.02, 15.04, 15.06, 15.14, 15.16, 15.18, 15.20, 15.28, 15.32, AND 15.34, AND 15.38 OF THE IMPERIAL BEACH MUNICIPAL CODE, BY ADOPTING THE 2016 CALIFORNIA ADMINISTRATIVE CODE, RESIDENTIAL CODE, BUILDING CODE, HISTORIC BUILDING CODE, ELECTRIC CODE, EXISTING BUILDING CODE, FIRE CODE, MECHANICAL CODE, PLUMBING CODE, REFERENCED STANDARDS CODE, AND GREEN BUILDING CODE, RESPECTIVELY. (0250-95 & 0710-95)

Assistant City Manager Dush reported on the item.

Deputy City Clerk Carballo read the title of Ordinance No. 2016-1157 "An Ordinance of the City Council of the City of Imperial Beach, California, amending sections of Chapters 15.02, 15.04, 15.06, 15.14, 15.16, 15.18, 15.20, 15.28, 15.32, 15.34, and 15.38 of the Imperial Beach Municipal Code, by adopting the 2016 California Administrative Code, Residential Code, Building Code, Historic Building Code, Electric Code, Existing Building Code, Fire Code, Mechanical Code, Plumbing Code, Reference Standards Code, and Green Building Code, respectively."

MOTION BY BILBRAY, SECOND BY BRAGG, TO INTRODUCE ORDINANCE NO. 2016-1157 BY TITTLE ONLY, WAIVE FURTHER READING IN FULL, AND SET THE MATTER FOR A PUBLIC HEARING, SECOND READING AND ADOPTION AT THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 16, 2016. MOTION CARRIED BY THE FOLLOWING VOTE:

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

5.2 PAVEMENT MANAGEMENT ANALYSIS REPORT DATED AUGUST 2016. (0720-90)

Public Works Director Levien gave a PowerPoint presentation on current pavement conditions. He commented the City needs to invest \$1.2 million per year to keep the streets in working condition. The City has invested that amount through grants and the regional transportation program.

Councilmember Bragg stated good roads are a basic need to the community and the City needs to continue the preservation of the roads as well as enhance bus stops. Some cities are incorporating concrete pads at bus stops for longevity. She suggested working with apartment complex owners to encourage tenants to utilize on-site parking rather than the street.

Public Works Director Levien stated the City was trying to maintain the aesthetic look of the bus stops and incorporated an asphalt pad that was thickened to the equivalent of concrete.

Councilmember Bragg suggested having an engineer look at the two options and advise which would last longer as well as doing a cost comparison.

In response to Councilmember Patton's questions, Public Works Director Levien stated the current focus is on Elm Ave., then the City will continue with the lowest scoring streets and work their way up depending on available funds. The City has met with the utility companies to coordinate work so streets don't get torn up and then patched, and the City does have a standard trench repair design.

Mayor ProTem Spriggs commended Public Works Director Levien for doing a great job in keeping City streets in such good condition.

MOTION BY BILBRAY, SECOND BY PATTON, TO ACCEPT THE REPORT FOR USE BY CITY STAFF TO PROPOSE BIENNIAL CITY STREET'S CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS. MOTION CARRIED BY THE FOLLOWING VOTE:

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

PUBLIC HEARINGS (4.1)

4.1 RESOLUTION NO. 2016-7743 AMENDS THE REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM FISCAL YEAR 2017 – 2021 REVISING PROJECT STREETS AND ALLOCATION OF CARRY OVER FUNDS. (0680-80)

Mayor ProTem Spriggs declared the public hearing open.

Public Works Director Levien reported on the item.

In response to Councilmember Patton's question, Public Works Director Levien stated easements are not included, however, the City has applied for a Proposition 1 grant which will help with improvements to the Donax and Thorn drainage easements.

Councilmember Bragg commended Public Works Director Levien for his efforts stating that in order to do these projects the City has to apply for various grants and there is a lot of coordination of future thinking involved.

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

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2016-7743 AUTHORIZING CITY STAFF TO SUBMIT ATTACHMENT 2 TO SANDAG DESIGNATING THE STREET SEGMENTS IN ATTACHMENT 2 AS PROJECTS ELIGIBLE FOR STREET RESURFACING AND ADA/PEDESTRIAN/BICYCLE IMPROVEMENTS BETWEEN FISCAL YEARS 2017 THROUGH 2021 USING THE REVENUES FROM THE TRANSNET LOCAL STREET AND ROADS FUND. MOTION CARRIED BY THE FOLLOWING VOTE:

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

REPORTS (5.1-5.3)

5.1 INITIAL FINDINGS REPORT FROM THE AD HOC COUNCIL COMMITTEE FOR COMMERCIAL ZONING REVIEW. (0610-90)

City Manager Hall clarified the need for the last minute information was to correct the word "implement" to "initiate" as it should have been since revising the Zoning Ordinance requires a process.

Assistant City Manager Dush gave a PowerPoint presentation and reported on the item. He stated the four main topics of the report were regarding: Exclusive residential development in a Mixed-use Zone, the location of commercial, height density and intensity, and zoning interpretations.

Mayor ProTem Spriggs thanked the staff for their support as well the citizens involved in this effort to address the zoning concerns. An earlier version of the report was presented quite a few months ago and there were issues with asking City Council to use "emergency powers". Now, there is a process that includes numerous opportunities for public input.

Mayda Winter did not wish to speak but asked her comment to be read to City Council.

It stated "Support staff recommendation as amended in the Last Minute Agenda Item No. 2", and that Ted Winter did not speak but submitted a Request to Speak card in support of the recommendation.

Diane Rose expressed gratitude to City Council and City staff and spoke in support of the recommendation and the process stated in the staff report.

Sandra Brillhart spoke in support of the item and also commended staff and City Council for their efforts. She submitted a petition with signatures in support of the item.

Rugth Cole expressed gratitude to City Council and staff and spoke in support of the item.

Michael Carey asked his statement to be read to City Council "I am thankful to the Council for creating the Ad Hoc committee and support it's recommendations."

Councilmember Patton thanked Assistant City Manager Dush and the residents involved in the process. He stated the language in the Zoning Code caused unintended consequences, there was a sense of urgency to get it done before future projects came through and emphasized the need to keep Imperial Beach as "Classic Southern California".

MOTION BY PATTON , SECOND BY BILBRAY, TO DIRECT STAFF TO INITIATE PHASE 1 AS OUTLINED IN THE STAFF REPORT IN ACCORDANCE WITH THE "POSSIBLE REMEDY PROCESS" OUTLINED ON PAGE 10 OF THE AD HOC COMMITTEE'S INITIAL ISSUES REPORT.

Councilmember Bragg stated the Ad Hoc Committee did exactly what they needed to and suggested, for the sake of transparency, that the City let the public know who the committee members were and also because they have put so much time and effort into this issue. She also suggested a segment of the Council retreat be dedicated to zoning and the implications of zoning. She is in support of the recommendation.

Mayor ProTem Spriggs stated that he and Councilmember Bilbray attended the zoning workshops in 2010 where there was a lot to address, and those issues are being addressed with this recommendation.

A VOTE WAS NOW CAST ON THE ABOVE STATED MOTION. MOTION CARRIED BY THE FOLLOWING VOTE:

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

5.3 RESOLUTION NO. 2016-7745 AWARDED A PROFESSIONAL SERVICES AGREEMENT TO MICHAEL BAKER INTERNATIONAL, FOR A SEWER SYSTEM MASTER PLAN STUDY. (0830-70)

Councilmember Patton left the chambers at 7:53 p.m. and returned at 7:55 p.m.

Public Works Director Levien reported on the item stating the previous report identified sewer lines that were over capacity, the next phase is to identify costs and improvements that need to be made, and because of new development, there is a need for an updated comprehensive Master Plan. Michael Baker is the same person who did the original Master Plan.

In response to Councilmember Bragg's question, Public Works Director Levien stated future developments have been taken into consideration, the length of time would be 3 to 6 months including the report, recommendations and estimated cost, and the Sea Level Rise study will be considered in this report.

Councilmember Bragg suggested the study focus a little more in depth on the impact of sea level rise with the sewer system.

In response to Mayor ProTem Spriggs' question, City Manager Hall stated sewer service to the Navy has been included in the planning, but regardless of the City providing service to the Navy or not, the City still needs to have this study go forward.

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2016-7745 AWARDED A PROFESSIONAL SERVICES AGREEMENT TO MICHAEL BAKER INTERNATIONAL, FOR A SEWER SYSTEM MASTER PLAN AND AUTHORIZING THE CITY MANAGER TO APPROVE A REQUISITION IN THE AMOUNT OF \$93,175.00 TO MICHAEL BAKER INTERNATIONAL. MOTION CARRIED BY THE FOLLOWING VOTE:

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

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR

2.7 ADOPT RESOLUTION NO. 2016-7742 AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE YEAR PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD. (0520-60)

Mayor ProTem Spriggs stated his principal reason for pulling Item No. 2.7 from the Consent Calendar was that the City has an Ordinance that requires a contract be competed after 5 years and staff has proposed a 5 year no compete award to Keenan and Associates. He would like to discuss having the contract be competitively bid or having a shorter time period for a no compete extension.

City Manager Hall commented the Municipal Code states the contract would be re-bid after 5 years, however, it provides a mechanism for Council to extend that which is what is before City Council for consideration.

Human Resources Manager Cortez reported on the item. She stated the reasoning behind extending the 5 years is that Keenan and Associates has been excellent in assisting with the Affordable Care Act and keeping the City in compliance and they represent the dental division, short term disability, long term disability and group life insurance so they act on behalf of the City when it comes to negotiations. They also participate in the Health Insurance Committee and are commission based so there is no extra cost to our general fund. She reiterated Council has the ability to waive the bidding process.

City Manager Hall stated the City wants to keep continuity while working on the Affordable Care Act. The MOU with the Fire Department has just been completed and the City will begin negotiations with SEIU in January. The continuity would ensure the City remains in compliance.

Mayor ProTem Spriggs stated he believes in competitive contracts which is consistent with good public policy and the City's ordinances. He understands the reasoning for continuing with the same firm, however, he inquired if 2 years would be enough to get through the current negotiations.

Human Resources Manager Cortez stated yes and added that the City never had a broker but had been working with SANDPIPA. The previous City Manager had a consultant do an audit and it was found SANDPIPA was never looking out for the City. There were better benefits out there at a lower cost. When requests for proposals came in, Keenan & Associates was the most

affordable.

In response to Councilmember Patton, Human Resources Manager Cortez stated if the City chose someone other than Calpers the medical and dental providers could also change.

City Manager Hall clarified that if we had a different broker we could still access our current health benefits as the broker works independently between the insurance companies and the City.

Councilmember Patton stated he supported whatever was best for the City.

Mayor ProTem Spriggs moved to adopt the recommendation with a 2 year rather than a five year contract period.

MOTION BY SPRIGGS, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2016-7742 AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO YEAR PROFESSIONAL SERVICES AGREEMENT WITH KEENAN & ASSOCIATES FOR EMPLOYEE BENEFITS BROKER OF RECORD. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: BILBRAY, PATTON, SPRIGGS
NOES: COUNCILMEMBERS: BRAGG
ABSENT: COUNCILMEMBERS: DEDINA

ADJOURN REGULAR MEETING

Mayor ProTem Spriggs adjourned the Regular meeting at 8:13 p.m.

Edward J. Spriggs,
Mayor ProTempore

Sunem Carballo,
Deputy City Clerk

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

NOVEMBER 2, 2016

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

REGULAR & CLOSED SESSION MEETINGS - 6:00 P.M.

REGULAR MEETING CALL TO ORDER

Mayor Dedina called the Regular Meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers present:	Patton, Bragg, Bilbray (arrived at 6:04 p.m.)
Councilmembers absent:	None
Mayor Present:	Dedina
Mayor Pro Tem Present:	Spriggs
Staff Present:	City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Dush, Public Works Director Levien, Assistant Public Works Director Helmer, Fire Chief French, Administrative Services Director Bradley

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Lauren Hinzo, a 3rd grader from Imperial Beach Charter School.

AGENDA CHANGES

In response to Mayor Pro Tem Spriggs' request to ask questions regarding some expenditures listed on the Warrant Register (Item No. 2.1), City Manager Hall stated those questions can be addressed prior to consideration of the Consent Calendar.

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

Councilmember Patton commented that he saw more kids trick or treating in Imperial Beach than in previous years which is a great indicator of what's happening in the City. He reported on his attendance at the South County Economic Development Council (SCEDC) meeting and announced one-year internship positions are available at the SCEDC. He also announced Military Appreciation Day is on November 12.

Councilmember Bragg reported that MTS has increased its outreach regarding the new ADA certification process and she announced the IB Historical Society will participate in Military Appreciation Day.

Councilmember Spriggs reported that he had no committee assignments last week. He spoke about his recent trip to North Carolina where he educated people on the importance of voting and he encouraged everyone to vote regardless of party affiliation.

Mayor Dedina spoke about an article on having a voting plan and encouraging family and friends to follow their voting plan. He spoke about another article that stated Halloween is a great indicator of community health and vibrancy. He thanked staff for the new pull-up bars on Seacoast Drive and the new workout center at Veterans Park and thanked the Chamber of Commerce for organizing Military Appreciation Day. He announced that last week he attended a press conference in Playas de Tijuana at the location where the state of Baja deposits 40 million gallons of mostly raw sewage on the beach every day. There was a discussion with residents about sewage making its way to Imperial Beach and Coronado which is not acceptable. He announced an upcoming meeting with Ernesto Ruffo Appel, Senator in Mexico

and former Governor of Baja, regarding this issue and efforts to pressure the Mexican government to clean up their mess.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

Dante Pamintuan commented on Councilmember Spriggs' open letter about local candidates not receiving campaign funds and influence from outside contributors. He spoke in opposition to the Mayor endorsing a local candidate and alleged him of having conflicts of interest.

Mayor Dedina clarified that his wife is not employed by the San Diego Foundation.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.6)

Administrative Services Director Bradley and City Clerk Hald responded to Mayor Pro Tem Spriggs' questions about a vehicle purchase and an expenditure for the Symphony by the Sea event.

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

- 2.1 RATIFICATION OF WARRANT REGISTER. (0300-25)**
City Council ratified the warrant register.
- 2.2 ADOPTION OF RESOLUTION NO. 2016-7747 ACCEPTING THE 2016 STATE HOMELAND SECURITY GRANT (SHSG) ALLOCATION OF \$20,347 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF FIVE HANDHELD RADIOS FOR FIREFIGHTER USE IN EMERGENCY RESPONSES. (0390-86)**
City Council adopted the resolution.
- 2.3 SECOND READING AND ADOPTION OF ORDINANCE NO. 2016-1158, AMENDING CHAPTER 8.30 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROL; REPEALING CHAPTER 8.31 PERTAINING TO STORM WATER/URBAN RUNOFF POLLUTION REDUCTION CHARGE; REPEALING CHAPTER 8.32 PERTAINING TO THE STANDARD URBAN STORMWATER MITIGATION PLAN; AMENDING CHAPTER 15.54, PERTAINING TO GRADING PERMITS AND PLANS; AND AMENDING SECTIONS 16.12.090(A)(4), 18.84.050, AND 19.25.060(G)(1)(a). (0770-65 & 0770-95)**
City Council waived further reading and adopted Ordinance No. 2016-1158.
- 2.4 NOTIFICATION OF TRAVEL: COUNCILMEMBER SPRIGGS IS PLANNING TO ATTEND THE LEAGUE OF CALIFORNIA CITIES 2016 LEAGUE LEADERS ORIENTATION AND STRATEGIC PLANNING WORKSHOP ON NOVEMBER 9-11, 2016. COUNCILMEMBER SPRIGGS SERVES AS THE VICE-CHAIR OF THE HOUSING, COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE FOR THE LEAGUE. THE LEAGUE OF CALIFORNIA CITIES WILL COVER ALL COSTS WITH THE EXCEPTION OF TRAVEL AND INCIDENTAL EXPENSES. (0410-60)**
- 2.5 ADOPT RESOLUTION NO. 2016-7746 AWARDDING A PUBLIC WORKS CONTRACT TO WIT: FY 15-16 ANNUAL MAINLINE REPAIRS PROJECT NO. W16-201. (0830-10)**
City Council adopted the resolution.

2.6 RESOLUTION NO. 2016-7749 TO AWARD TRAFFIC ENGINEER SERVICES CONTRACT TO STC TRAFFIC, INC. FOR ON CALL TRAFFIC ENGINEERING SERVICES TO THE CITY FOR A MAXIMUM OF FIVE YEARS. (0750-05)

City Council adopted the resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

3.1 AN INTRODUCTION OF ORDINANCE NO. 2016-1159, AMENDING SECTIONS 8.38.040 AND 8.38.050 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SUBMISSION AND REVIEW OF WASTE MANAGEMENT PLANS. (0770-95)

Assistant Public Works Director Helmer reported on the item.

City Clerk Hald announced no speaker slips were submitted.

City Clerk Hald read the title of Ordinance No. 2016-1159 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING SECTIONS 8.38.040 AND 8.38.050 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SUBMISSION AND REVIEW OF WASTE MANAGEMENT PLANS."

MOTION BY BRAGG, SECOND BY SPRIGGS, TO INTRODUCE ORDINANCE NO. 2016-1159 BY TITLE ONLY, WAIVE FURTHER READING IN FULL, AND SET THE MATTER FOR A SECOND READING AND ADOPTION AT THE NEXT REGULAR CITY COUNCIL MEETING OF NOVEMBER 16, 2016. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.4)

5.1 DISCUSSION IN RELATION TO THE RECOMMENDATION FROM THE PARKS & RECREATION COMMITTEE REGARDING A DOG PARK IN VETERANS PARK. (0920-70 & 0920-90)

City Manager Hall introduced the item.

Management Analyst Vea announced correspondence in opposition to the dog park was submitted as last minute agenda information and he gave a PowerPoint presentation on the item. He noted that a dog park was the second highest requested facility based on the Parks and Recreation Committee's (PRC) citywide survey. He reported that the three adjacent neighbors were in general support of the item with a few suggestions: allowing them continued secured access to the park and increasing the height of low property fence lines for privacy and security. He reviewed the proposed location and potential features of the dog park.

Tim O'Neal, PRC Chairperson, spoke about the history of trying to locate a dog park in Imperial Beach and reported on the PRC's efforts in selecting the proposed site.

Councilmember Bragg encouraged Mr. Vea to consider ADA access, to install waste receptacles, and have clear hours, rules and regulations.

Tim O'Neal submitted a speaker slip in support for the item.

Candy Unger indicated support for the item (she did not wish to speak).

Equilla Luke expressed concern about owners not picking up after their dogs. She asked the City Council to consider a public campaign to encourage people to pick up after their animals, she volunteered to assist with the issue, and she supported having a dog park.

Toni Nagy spoke in support of the item. She commented that in Washington, D.C. the fine is \$500 for not picking up after pets. She supported having an entrance with a double gate.

Ralph Preston stated he was not opposed to a dog park. He encouraged enforcement of Imperial Beach Municipal Code §6.04.080: Carrying instrument for removal of dog feces and actual removal of such feces required, he supported punitive measures, and he noted that rules mean nothing if they are not enforced. He also spoke about prioritizing funding for traffic safety equipment such as solar paneled signs between 3rd Street and 7th Street to inform people to keep the noise down, slow down, and respect others.

Erika Lowery expressed concern about the possibility of dogs jumping over the fence, dog waste, and long term issues related to maintenance of grass.

City Manager Hall clarified that staff is only seeking direction regarding the location of the dog park and stressed that the presentation is not for a final project.

Mayor Pro Tem Spriggs commended the PRC for their work on the issue. He commented on the large number of dog owners in Imperial Beach and looked forward to moving the process forward and coming up with a solution.

In response to Mayor Pro Tem Spriggs' question, City Manager Hall stated he will meet with the residents of St. James. He did not have the opportunity to speak with them yet because of the short timeframe between receiving the recommendation from the PRC and the City Council meeting.

Mayor Pro Tem Spriggs spoke in support for having the City help with facilitating the responsible culture influence the irresponsible culture in picking up after their pets and to also look into effective enforcement measures.

Jack Holden, Building Official, explained that when Code Compliance staff witnesses a person who doesn't pick up after their pet, staff gives the person a waste bag and a written message about the requirement to possess a means to collect their pet's waste and to pick up and dispose of the waste properly.

Mayor Pro Tem Spriggs also expressed concern about unleashed dogs especially along the beach. He noted that there would be no excuse for unleashed dogs in other locations of Imperial Beach if the City has a dog park. He asked for a comprehensive approach to address the matter of responsible dog ownership.

Councilmember Patton spoke in support for having picnic tables, a double gate, trashcans, and waste bags. He expressed concern about the neighbors, hours, maintenance of the park, and the matter of grass versus dirt. He supported a public campaign to have owners pick up after their dogs throughout the City and he supported moving forward.

Councilmember Bragg suggested PRC review the message provided by staff and that the Municipal Code and associated fines for not picking up after their pets are included. She cautioned residents about taking enforcement matters upon themselves and stressed that the City has Code Enforcement staff to handle it.

Mayor Dedina thanked City staff, the PRC and the public for their efforts. He spoke in support for a stewardship component for managing the park, the dog owners taking responsibility for working in partnership with the City, and possibly forming a dog park subcommittee to develop management of the dog park. He also stated the subcommittee should take the responsibility to educate users to keep the site clean. He also spoke about finding other potential locations for a dog park in Imperial Beach.

MOTION BY BRAGG, SECOND BY BILBRAY, TO APPROVE THE RECOMMENDATION OF THE PARKS & RECREATION COMMITTEE TO PLACE A DOG PARK IN VETERANS PARK AT THE PROPOSED LOCATION AND DIRECT STAFF TO PRESENT A DOG PARK PROPOSAL TO CITY COUNCIL FOR APPROVAL AND FUNDING APPROPRIATION AT A FUTURE MEETING. MOTION CARRIED UNANIMOUSLY.

5.2 RESOLUTION NO. 2016-7750 AWARDING THE DESIGN CONTRACT FOR THE SENIOR CENTER REBUILD (F16-501) PROJECT TO JEFF KATZ ARCHITECTURAL CORPORATION. (0930-20)

Assistant Public Works Director Helmer reported on the item.

City Manager Hall announced that the funding is coming from a Community Development Block Grant.

Councilmember Bragg spoke about the inadequacies of the old senior center and the outbuildings. She spoke about the opportunity to dream big, to have public outreach and she foresees the new center to be intergenerational and a hub of activity for the community.

Mayor Pro Tem Spriggs commented on how a renovated Senior Center is important for this community. He spoke in support for letting everyone know what the constraints are upfront to avoid disappointment.

Councilmember Patton stated public outreach is the key and desired to hear what the residents want. He spoke in support for dreaming big and being responsible.

Mayor Dedina spoke in support for an intergenerational center, reinvesting into the community through small, secure and smart investments and dreaming big.

MOTION BY BRAGG, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2016-7750 AWARDING THE DESIGN CONTRACT FOR THE SENIOR CENTER REBUILD (F16-501) PROJECT TO JEFF KATZ ARCHITECTURAL CORPORATION. MOTION CARRIED UNANIMOUSLY.

5.3 RESOLUTION NO. 2016-7748 TO AWARD PROFESSIONAL SERVICE CONTRACT TO KEYSER MARSTON ASSOCIATES (KMA) TO PREPARE A COST/BENEFIT ANALYSIS FOR THE PROPOSED RELINQUISHMENT OF STATE ROUTE 75. (0600-20)

Assistant City Manager Dush reported on the item.

In response to Mayor Dedina's question, City Manager Hall stated that staff asked Mr. Marra to look at the intangibles, some of the things we would be able to do as a City that we can't do with the road being a State route.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2016-7748 TO AWARD PROFESSIONAL SERVICE CONTRACT TO KEYSER MARSTON ASSOCIATES (KMA) TO PREPARE A COST/BENEFIT ANALYSIS FOR THE PROPOSED RELINQUISHMENT OF STATE ROUTE 75. MOTION CARRIED UNANIMOUSLY.

5.4 OWNER OCCUPIED BUILDING PERMIT FEE REDUCTION RESOLUTION NO. 2016-7741. (0390-55 & 0710-95)

Assistant City Manager Dush reported on the item.

Mayor Pro Tem Spriggs commented that the current fee structure for permits for privately owned residences is not a self-supporting activity. The newly reduced fees support home improvement and add more value in the end. He supported the item.

Councilmember Patton spoke in support of the item. He spoke in support for informing the public about the new fees through community education. He also spoke in support for evaluating the program after one year to see how it is working.

Mayor Dedina was in support of the item. He spoke about having an education campaign by utilizing the City's website, having an article in the IB Eagle & Times, and using social media. He also spoke about informing contractors of the new fees by email. He was proud of the City Council and City staff for supporting a proactive approach rather than a punitive approach.

Tim O'Neal indicated support for the item (he did not wish to speak).

**MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2016-7741
WAIVING BUILDING PERMIT FEES FOR HOMEOWNERS FOR SPECIFIED PROJECTS.
MOTION CARRIED UNANIMOUSLY.**

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the Regular Meeting at 7:13 p.m.

CLOSED SESSION MEETING CALL TO ORDER

Mayor Dedina called the Closed Session meeting to order at 7:13 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Patton, Bragg, Bilbray
Councilmembers absent:	None
Mayor Present:	Dedina
Mayor Pro Tem Present:	Spriggs
Staff Present:	City Manager Hall, City Attorney Lyon

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Govt. Code section 54956.9(d)(2) (1 case)
Existing facts and circumstances pursuant to Govt. Code section 54956.9(e)(1)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code §54956.8:

Property: 1075 8th Street, Imperial Beach, CA 91932, APN 626-400-71-00

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: County of San Diego

Under Negotiation: Instruction to Negotiators will concern price and terms of payment

Mayor Dedina adjourned the meeting into Closed Session at 7:13 p.m. and he reconvened the meeting to Open Session at 8:32 p.m.

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

ADJOURN CLOSED SESSION

Mayor Dedina adjourned the Closed Session meeting at 8:33 p.m.

Serge Dedina,
Mayor

Jacqueline M. Hald, MMC
City Clerk



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 16, 2016
ORIGINATING DEPT: DOUG BRADLEY, ADMINISTRATIVE SERVICES DEPARTMENT *DB*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 1,248,950.42.

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

RECOMMENDATION:

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

OPTIONS:

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

BACKGROUND/ANALYSIS:

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
Bikeway Village	89417	\$ 486,405.60	Jul-Sep 2016 Bikeway Village Svcs
County of San Diego	89422	\$ 524,300.64	Nextgen Shared Infrastructure

The following registers are submitted for Council ratification:

Accounts Payable

DATE	CHECK #	EFT #	AMOUNT (\$)
10/20/2016	89405-98441	271-276	1,084,997.38
10/27/2016	89442-89780		163,953.04
	<i>Sub-total</i>		1,248,950.42

Payroll Checks/Direct Deposit

DATE	CHECK #		AMOUNT (\$)
	<i>Sub-total</i>		

TOTAL \$ 1,248,950.42

Note: check numbers not in sequence have been voided.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Warrant Register
2. Warrant Register as Budgeted FY2016

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
2016-10-20	271	CALIFORNIA STATE DISBURSEMENT UI	PAYROLL AP PPE 10/13/16	101-0000-209.01-07	20161020	(blank) \$ 355.84
	272	I B FIREFIGHTERS ASSOCIATION	PAYROLL AP PPE 10/13/16	101-0000-209.01-08	20161020	(blank) \$ 330.00
	273	ICMA RETIREMENT TRUST 457	PAYROLL AP PPE 10/13/16	101-0000-209.01-10	20161020	(blank) \$ 6,542.71
	274	SEIU LOCAL 221	PAYROLL AP PPE 10/13/16	101-0000-209.01-08	20161020	(blank) \$ 1,410.88
	275	STATE OF CALIFORNIA FTB	PAYROLL AP PPE 10/13/16	101-0000-209.01-07	20161020	(blank) \$ 281.85
	276	US BANK	PAYROLL AP PPE 10/13/16	101-0000-209.01-20	20161020	(blank) \$ 1,395.34
	89411	U.S. BANK CORPORATE PAYMENT SYS	CABLE TIES	101-5010-431.30-02	095363/5582951	170288 \$ 24.38
			ELECTRICAL SUPPLIES	101-6020-452.30-02	070174/8592879	170292 \$ 78.31
			HAND TRUCK	101-1110-412.28-08	014074	170271 \$ 131.74
			HP INK	101-6030-453.30-01	860230157001	170255 \$ 71.25
			INTERVIEW PANEL LUNCH	101-5020-432.28-04	048905	170278 \$ 73.18
			INTERVIEW PANEL LUNCH	101-6040-454.30-02	058620	170278 \$ 83.01
			IRRIGATION SUPPLIES	101-6020-452.30-02	026788/6033687	170292 \$ 64.83
			KEY COPIES	101-5010-431.30-02	092526	170272 \$ 23.05
			PAINT	101-6040-454.30-02	024443/7583651	170282 \$ 142.13
			PAINT SUPPLIES	101-6040-454.30-02	046088/7584477	170282 \$ 40.53
			PAINT SUPPLIES	601-5060-436.30-02	048734/7582809	170287 \$ 42.22
			PLANNER	101-1230-413.30-01	2-6246-2232-017	170245 \$ 10.89
			PLUMBING SUPPLIES	101-1910-419.30-02	075931/6043526	170277 \$ 27.98
			SANDING BELTS	101-6040-454.30-02	110228	170280 \$ 61.47
			SPRAY PAINT	101-5010-431.30-02	013802/6570365	170288 \$ 19.50
			SPRAY PAINT	101-5010-431.30-02	059335/7592945	170272 \$ 19.50
			SPRAY PAINT	101-6020-452.30-02	035482/9023159	170292 \$ 40.61
			SPRIGGS,E-CONF LODGING	101-1010-411.28-04	733	170251 \$ 486.26
			STATION SUPPLIES	101-3020-422.30-02	049759	170263 \$ 177.41
			AUGER RENTAL	101-5010-431.25-02	140706031-001	170288 \$ 191.17
			EMPLOYEE COMPUTER LOAN	101-0000-209.01-03	BBY01-789573017	(blank) \$ 84.22
			EMPLOYEE COMPUTER LOAN	101-0000-209.01-03	W417222191	(blank) \$ 700.92
			SANDBLASTING	101-6040-454.30-02	128045	170280 \$ 90.00
			SANDBLASTING	101-6040-454.30-02	128073	170280 \$ 90.00
			S/S FLAT BAR	101-6040-454.30-02	414677	170280 \$ 11.25
			EPOXY PUTTY	101-6040-454.30-02	017143/7592996	170280 \$ 12.46
			RATER PANEL REFRESHMENTS	101-5020-432.28-04	00087714	170258 \$ 5.00
			RATER PANEL REFRESHMENTS	101-5020-432.28-04	665133	170258 \$ 15.95
			RATER PANEL REFRESHMENTS	101-5020-432.28-04	890684	170258 \$ 5.69
			POWER STEERING FLUID	501-1921-419.28-15	3980-396027	170274 \$ 8.62
			NAKAGAWA,J PARKING FEES	101-1230-413.28-04	27	170246 \$ 16.00
			NAKAGAWA,J PARKING FEES	101-1230-413.28-04	8790001	170246 \$ 10.00
			NAKAGAWA,J PARKING FEES	101-1230-413.28-04	8800002	170246 \$ 10.00
			E-239 BRAKE PARTS	501-1921-419.28-16	79528000	170274 \$ 15.10

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-20	89411	U.S. BANK CORPORATE PAYMENT SYS	PA MICROPHONE	101-3030-423.30-02	622590270	170267	\$ 124.95
		HALL,A LUNCH MEETING	101-1110-412.28-04	40014	170249	\$ 55.60	
		HALL,A CONF TRANSPORTATIO	101-1110-412.28-04	XGHYDF	170249	\$ 196.20	
		09/07/16 COUNCIL DINNER	101-1010-411.28-04	1-633	170258	\$ 69.53	
		DEDINA,S GLOBAL ASSIST AL	101-0000-102.01-07	09-06-2016	(blank)	\$ 32.67	
		DEDINA,S UNITED AIRLINES	101-0000-102.01-07	D52YYM	(blank)	\$ 653.20	
		DEDINA,S AMERICAN AIRLINE	101-0000-102.01-07	XMGEBJ	(blank)	\$ 90.38	
		ROBBON	101-1010-411.28-08	106-0345679-430	170252	\$ 12.09	
		SAFETY PINS	101-1010-411.28-08	106-0345679-730	170252	\$ 6.62	
		SPORT WATER BOTTLES`	101-1110-412.28-08	12607190	170249	\$ 550.00	
		CITY HALL ART	101-1110-412.28-08	20902	170249	\$ 1,097.28	
		CITY HALL WOOD ART	101-1110-412.28-08	20965	170252	\$ 221.40	
		ARTWORK PREP-BANN/POST	101-1020-411.28-08	4451	170241	\$ 241.44	
		DEPOSIT BASEBALL CAPS	101-1110-412.28-08	73705	170252	\$ 335.83	
		CLEANER/ADHESIVE/HARDWARE	101-3030-423.28-01	071387/0562066	170267	\$ 45.23	
		WASHING MACHINE REPAIR	101-3030-423.28-01	08-18-2016	170267	\$ 131.92	
		DEMPSEY CTR DOOR LOCK RPR	101-3030-423.28-01	12552	170267	\$ 266.80	
		RELOCATING CAMERAS	101-3030-423.28-01	16-1592	170267	\$ 726.50	
		HOLDEN,J IAPMO MEMBERSHIP	101-3040-424.28-12	R78305929208492	170244	\$ 200.00	
		SOIL/LAVA ROCK/INSECT SPR	101-1110-412.30-01	041456/3193277	170252	\$ 24.20	
		SOIL/LAVA ROCK	101-1110-412.30-01	072643/1193452	170252	\$ 12.04	
		WALL FILE/TAPE/ENVELOPES	101-1230-413.30-01	102-3146964-253	170245	\$ 38.03	
		CREDIT, RTND INK	101-1130-412.30-01	115-2315782-414	170258	\$ (37.64)	
		HANDBOOK	101-1110-412.30-01	46362	170252	\$ 43.45	
		RESCUE LIGHTING BATTERIES	101-3030-423.30-02	016159	170266	\$ 16.49	
		METAL FILES	101-3020-422.30-02	032603/6272060	170263	\$ 21.54	
		REPLACEMENT HOSE	101-3030-423.30-02	063574/4191444	170267	\$ 64.74	
		LUNCHEON TABLECLOTHS	101-3020-422.30-02	073870	170264	\$ 32.24	
		PLIERS	101-3030-423.30-02	074731/6593057	170267	\$ 10.76	
		PLIERS	101-6040-454.30-02	006407/1583138	170282	\$ 7.54	
		2DAY POSTAGE W/TRACKING	101-3020-422.30-02	082062	170262	\$ 9.70	
		REALTIMES-SOFTWARE	101-1110-412.30-02	08-29-2016	170252	\$ 24.99	
		FD BANNER BALANCE	101-3020-422.30-02	10016	170262	\$ 155.52	
		AED BATTERY	101-3020-422.30-02	108-3931402-356	170262	\$ 768.87	
		ADULT/PEDI PADS	101-3020-422.30-02	108-7455011-066	170262	\$ 585.99	
		VEA,E DRESS SHIRT	101-1110-412.30-02	1240800438	170252	\$ 66.10	
		VEA,E DRESS SHIRT	101-1110-412.30-02	1245559164	170252	\$ 57.46	
		EMP APPRECIATION LUNCHEON	101-3020-422.30-02	12964	170264	\$ 864.00	
		BNL TECHNOLOGIES	101-1110-412.30-02	14882	170252	\$ 36.47	
		PIER PA AMPLIFIER	101-3030-423.30-02	16-1588	170267	\$ 855.56	

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-20	89411	U.S. BANK CORPORATE PAYMENT SYS	CREDIT-RTND JACKET	101-1010-411.30-02	161791606	170252	\$ (121.91)
			VEA,E DRESS SHIRTS	101-1110-412.30-02	2016-2535-4012-	170252	\$ 103.99
			ADJUSTMENT-VEA,E DRESS SH	101-1110-412.30-02	201625354012655	170252	\$ (51.84)
			DEMPSEY CTR PHOTO PRINTS	101-3030-423.30-02	20857	170267	\$ 543.60
			JRLG EQUIPMENT	101-3035-423.30-02	52036	170266	\$ 1,193.55
			JRLG EQUIPMENT	101-3035-423.30-02	52037	170266	\$ 1,193.55
			FIRE PREVENTION REF BOOKS	101-3020-422.30-02	6800664Y	170264	\$ 114.97
			FPW STICKERS/BANNER/MAGNE	101-3020-422.30-02	6800829Y	170264	\$ 519.97
			JACK PALLET RENTAL	101-1110-412.30-02	721707-4	170252	\$ 42.00
			COMPUTER MOUSE	101-3030-423.30-02	7815	170267	\$ 10.79
			JRLG EQUIPMENT STORAGE	101-3035-423.30-02	9000725939	170268	\$ 60.44
			JRLG EQUIPMENT STORAGE	101-3035-423.30-02	9000725940	170268	\$ 60.44
			JRLG EQUIPMENT STORAGE	101-3035-423.30-02	9000830713	170268	\$ 15.67
			JRLG EQUIPMENT STORAGE	101-3035-423.30-02	9000830714	170268	\$ 8.39
			METHANE/O2/CO/H2S GAS	101-3020-422.30-02	IN1065763	170263	\$ 237.24
			FF BADGE STICKERS	101-3020-422.30-02	W12962	170264	\$ 270.00
			WATER REFILLING STATION	101-1110-412.20-06	109924411	170252	\$ 1,186.92
			WATER FOUNTAIN FILTER	101-1110-412.20-06	109993198	170252	\$ 322.73
			STABENOW,R LG UNIFORM	101-3030-423.25-03	318580	170267	\$ 228.86
			LG UNIFORM PATCHES	101-3030-423.25-03	320154	170266	\$ 218.16
			OVERCHARGE CREDIT	101-3030-423.25-03	662969	170267	\$ (0.74)
			BLDG CODE REQUIREMENTS BK	101-3040-424.28-14	102-2906006-043	170245	\$ 217.94
			CA CODE ENFORCEMENT GUIDE	101-3040-424.28-14	64195	170247	\$ 70.35
			TRANSFORMER/RADIO FIELD R	101-6010-451.21-04	287736	170249	\$ 1,784.06
			TRAINING REFRESHMENTS	101-1130-412.28-04	00034376	170258	\$ 18.99
			TRAINING REFRESHMENTS	101-1130-412.28-04	735052	170258	\$ 15.95
			TRAINING REFRESHMENTS	101-1130-412.28-04	890038	170258	\$ 15.68
			OPEN ENROLL FAIR REFRESHM	101-1130-412.28-04	010561	170253	\$ 50.64
			HALL, BREAKFAST MEETING	101-1110-412.28-04	012595	170249	\$ 72.79
			MORENO,N-LUNCH MTG W/ATTY	101-1130-412.28-04	041803	170258	\$ 27.86
			LG MEETING REFRESHMENTS	101-3030-423.28-04	102619	170267	\$ 138.00
			2016 HEALTHFAIR REFRESHME	101-1130-412.28-04	12943	170258	\$ 72.90
			HALL,A CM DEPT MTNG REG	101-1110-412.28-04	14752290	170249	\$ 650.00
			GUEVARRA,S SEMINAR REGIST	101-3070-427.28-04	200003203	170243	\$ 509.00
			NOWAK,D CALCASP ACADEMY R	101-3040-424.28-04	2256	170244	\$ 775.00
			NAKAGAWA,J SANDAG PRKNG F	101-1230-413.28-04	24574	170246	\$ 1.75
			DEDINA,S SANDAG PRKNG FEE	101-1010-411.28-04	391506	170257	\$ 1.75
			09/21/16 COUNCIL DINNER	101-1010-411.28-04	58	170252	\$ 48.60
			NAKAGAWA,J-LODGING	101-1230-413.28-04	65817	170246	\$ 153.26
			RATER PANEL COFFEE	101-5020-432.28-04	661746	170258	\$ 15.95

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-20	89411	U.S. BANK CORPORATE PAYMENT SYS	GUEVARA,S CACEO TRAVEL	101-3070-427.28-04	7209917957080	170247	\$ 226.20
			2016 HEALTHFAIR REFRESHMN	101-1130-412.28-04	722327	170258	\$ 31.90
			AYALA,A LODGING-RESCUE TR	101-3030-423.28-04	81983	170265	\$ 797.70
			LINDQUIST,J TRAINING LODG	101-3030-423.28-04	98637	170266	\$ 797.70
			NOWAK,D CASP APPLICATION	101-3040-424.28-04	A160909-0002	170245	\$ 500.00
			AYALA/YASHU TRAINING TRAV	101-3030-423.28-04	BAJ67B	170265	\$ 467.94
			LINDQUIST/WRAIGHT-TRANSPR	101-3030-423.28-04	BMBF2W	170266	\$ 399.92
			GONZALEZ/ALVAREZ TRNG TRA	101-3030-423.28-04	BUBXZW	170265	\$ 535.92
			NOWAK,D CASP EXAM FEES	101-3040-424.28-04	R160912-0018	170243	\$ 400.00
			NOWAK,D CASP EXAM FEES	101-3040-424.28-04	R160912-0019	170243	\$ 400.00
			CORTEZ/HELMER ERGO DESKS	502-1922-419.29-04	023465	170258	\$ 1,325.16
			ERGO CHAIRS/KEYBOARD	502-1922-419.29-04	190	170258	\$ 1,233.42
			DOOR CONTROLLER-CITY HALL	504-1924-419.21-04	52224	170253	\$ 1,901.12
			PLAZA TRASH CAN	101-6040-454.30-02	004386/4193233	170281	\$ 21.57
			BIRD SPIKES	101-6040-454.30-02	009256/0584218	170282	\$ 59.34
			BRITON FIELD TILE	101-1910-419.30-02	009297/1021474	170277	\$ 22.03
			LOCKS	101-6040-454.30-02	015334/2591898	170282	\$ 10.63
			SWING CHAIN	101-6020-452.30-02	018121/7042702	170292	\$ 100.98
			CONCRETE MIX/REBAR	101-6040-454.30-02	022273/7013062	170280	\$ 48.64
			BACKERBOARD TILE	101-1910-419.30-02	025896/2012338	170277	\$ 41.09
			COLD GALVANIZING PAINT	101-6040-454.30-02	027080/7570283	170280	\$ 5.69
			SEED,SOIL	101-6020-452.30-02	027670/6193928	170292	\$ 45.94
			HARDIBCK/TILE	101-1910-419.30-02	028325/6022165	170277	\$ 16.29
			CAULKING/LIGHTS	101-1910-419.30-02	029536/0024531	170277	\$ 27.90
			BONDING MORTAR/GALV SCREW	101-1910-419.30-02	037976/5022374	170277	\$ 62.20
			POWDER COATING	101-6040-454.30-02	041532	170282	\$ 180.00
			WIRE ROPE	101-6040-454.30-02	047516/4583117	170280	\$ 1.30
			TIDELANDS MICROWAVE	101-6040-454.30-02	049313	170282	\$ 47.52
			BRAILLE SIGNS/DOLLY	101-6040-454.30-02	050715/4013534	170282	\$ 53.92
			SCRAPPER/BLADES	101-6040-454.30-02	051786/0042604	170282	\$ 11.82
			TOOL SET/PLIERS/KNEE PADS	101-6020-452.30-02	053613/0584190	170286	\$ 64.37
			ROOF MATERIAL/HOOK	101-1910-419.30-02	053663/1043338	170277	\$ 29.93
			BRITON BONE BULLNOSE	101-1910-419.30-02	053675/1072457	170277	\$ 38.56
			SCREEN KIT/SPRAY ON SEALR	101-1910-419.30-02	054403/4570556	170277	\$ 25.22
			BASKETBALL NET	101-6040-454.30-02	063812	170282	\$ 6.47
			FOUNTAIN ELEC SUPPLIES	101-1910-419.30-02	064094/5590163	170277	\$ 6.18
			WEDGE ANCHORS	101-6020-452.30-02	064146/3033489	170292	\$ 40.07
			CONCRETE TUBE	101-6040-454.30-02	066487/4560986	170280	\$ 6.75
			FIBERGLASS CLOTH	101-6040-454.30-02	067862/4573095	170280	\$ 8.61
			CARBAGE DISPOSAL/COUPLING	101-1910-419.30-02	070100/5570694	170277	\$ 118.61

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-20	89411	U.S. BANK CORPORATE PAYMENT SYS	VACUUM/DISH SOAP	101-1910-419.30-02	070164/8583607	170282	\$ 99.23
		BONDING MORTAR	101-1910-419.30-02	088958/0582544	170277	\$ 18.87	
		CONCRETE REPAIR SUPPLIES	101-6020-452.30-02	092813/4570519	170292	\$ 32.11	
		AIR COMPRESSOR NETTING	101-1910-419.30-02	094257/7042691	170277	\$ 6.25	
		AIR COMPRESSOR NETTING	501-1921-419.30-02	094257/7042691	170277	\$ 17.33	
		WORK GLOVES	101-5050-435.30-02	096554/6025059	170293	\$ 21.59	
		WIRE LOCKING CONNECTORS	101-6040-454.30-02	1-327034	170280	\$ 9.68	
		EXMARIC MOWER BELTS	101-6020-452.30-02	14649	170274	\$ 70.50	
		4P 32 A CONTACTOR	101-5010-431.30-02	1955-681748	170289	\$ 91.24	
		PLASTIC 4WAY TOP	101-6040-454.30-02	21805	170283	\$ 108.10	
		BASKETBALL GOAL MOUNTS	101-6020-452.30-02	2293422	170283	\$ 94.44	
		BASKETBALL GOAL MOUNTS	101-6040-454.30-02	2293422	170283	\$ 94.44	
		GALVANIZED PIPE	101-6040-454.30-02	413910	170280	\$ 336.37	
		PIPE BRACKETS	101-6040-454.30-02	70276	170283	\$ 9.72	
		HANDICAP SIGNS	101-6040-454.30-02	80006959	170282	\$ 46.39	
		EPOXY	101-6040-454.30-02	B07005419	170280	\$ 19.62	
		CH FOUNTAIN SUPPLIES	101-1910-419.30-02	CD682698	170277	\$ 16.78	
		DWV WROT	101-1910-419.30-02	CD682774	170277	\$ 13.31	
		RTN-WROT PIECE	101-1910-419.30-02	CM662771	170277	\$ (10.70)	
		WATER BOTTLE REFILL STATI	101-1110-412.20-06	10996951	170252	\$ 1,151.84	
		ASPHALT ROLLER RENTAL	101-5010-431.25-02	718575-4	170288	\$ 273.00	
		AUG/SEP 2016 COSTANT CONT	101-1110-412.28-14	1473662303979	170252	\$ 40.00	
		LEVIEN,H SANDAG MTG TRANS	101-5020-432.28-04	010484	170278	\$ 1.25	
		LEVIEN,H SANDAG MTG TRANS	101-5020-432.28-04	066719	170278	\$ 1.25	
		HELMER,C-APWA REGISTRATIO	101-5020-432.28-04	09-27-2016	170275	\$ 449.00	
		ARELLANO,WCASQA CONF REG	101-5020-432.28-04	1827395-9521179	170275	\$ 685.00	
		#600 SMOG CHECK	501-1921-419.28-13	23979	170274	\$ 41.24	
		#152 SMOG CERT	501-1921-419.28-13	24013	170274	\$ 41.24	
		PRESSURE WASHER PIT HOSE	501-1921-419.28-01	00113533	170274	\$ 42.95	
		#152 FUEL CAP	501-1921-419.28-01	2118	170274	\$ 35.75	
		#153 SMOG CERT	501-1921-419.28-01	24048	170290	\$ 41.24	
		#107 SMOG CERT	501-1921-419.28-01	24051	170290	\$ 61.24	
		#630 SMOG CERT	501-1921-419.28-01	24053	170290	\$ 41.24	
		#104 SMOG CERT	501-1921-419.28-01	24120	170290	\$ 42.99	
		#A3 SMOG CERT	501-1921-419.28-01	24128	170290	\$ 41.24	
		#152 STARTER SOLENOID	501-1921-419.28-01	3407305	170274	\$ 134.99	
		AIR COMPRESSOR DOOR SUPPL	501-1921-419.30-02	014974/8014353	170274	\$ 42.00	
		#115 HOSE KIT	501-1921-419.30-02	3980-398696	170274	\$ 16.19	
		#141 VEHICLE FUEL	501-1921-419.28-15	075637	170278	\$ 37.02	
		#152 TRUCK PARTS	501-1921-419.28-16	133417-0	170274	\$ 34.23	

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-20	89411	U.S. BANK CORPORATE PAYMENT SYS	#152X SWITCH	501-1921-419.28-16	1535097	170274	\$ 47.07
			#619 PARTS	501-1921-419.28-16	3980-396471	170274	\$ 10.79
			#117 PARTS	501-1921-419.28-16	79434005	170274	\$ 31.28
			#107 TANK ASSEMBLY	501-1921-419.28-16	MP3179	170274	\$ 267.84
			SMT2GO EMAIL DELIVERY SV	503-1923-419.30-02	SMT160826-7406-	170270	\$ 45.00
			PROJECTOR PRO WIRELESS	503-1923-419.30-22	002-4223499-139	170270	\$ 856.70
			RACK MOUNT/CABLES/BATTERI	503-1923-419.30-22	002-5132895-045	170270	\$ 43.73
			VGA CABLES/KEYBOARDS	503-1923-419.30-22	002-6349873-527	170270	\$ 111.54
			PS#10 WINDOW REPAIR SUPPL	601-5060-436.28-01	028591/0021629	170285	\$ 60.99
			PAINT/SUPERGLUE/LIGHTS	601-5060-436.30-02	016240/1571608	170285	\$ 75.54
			D-CON BAIT STATION	601-5060-436.30-02	028754/4192437	170271	\$ 7.74
			PAINT SUPPLIES/LIGHT BULB	601-5060-436.30-02	075725/7582780	170285	\$ 66.17
			CALTRANS BAGS	601-5060-436.30-02	13764	170271	\$ 481.73
			MARINEZ,H/CASAS,M-TRNG ME	601-5060-436.28-04	011517	170279	\$ 28.66
			MARTINEZ,H/CASAS,M-TRNG L	601-5060-436.28-04	063758	170279	\$ 40.99
			MARTINEZ,H/CASAS,M-TRNG M	601-5060-436.28-04	065053	170279	\$ 29.12
			MARTINEZ,H-TRNG REFRESHMN	601-5060-436.28-04	1038641	170279	\$ 7.03
			AVILA,J COURSE ENROLLMENT	601-5060-436.28-04	720269	170284	\$ 156.75
	89412	ACACIA LANDSCAPE, CO.	SEP 2016	101-6020-452.21-04	5506	170095	\$ 3,275.00
	89413	AGRICULTURAL PEST CONTROL	BIRD TRAPPING AND REMOVAL	101-6040-454.30-02	398647	F17088	\$ 300.00
	89414	AMERICAN MESSAGING	OCT 2016	101-3020-422.27-05	L1074045QJ	170100	\$ 37.21
			OCT 2016	101-3030-423.30-02	L1074045QJ	170100	\$ 53.46
	89415	ASBURY ENVIRONMENTAL SERVICES	WASTE PAINT PICKUP	101-5040-434.21-04	I500-00080855	170003	\$ 271.80
	89416	BARRETT ENGINEERED PUMPS	GR CHECK VLV PARTS	601-5060-436.28-01	101625	170048	\$ 152.98
	89417	BIKEWAY VILLAGE, LLC	JUL 2016 BIKEWAY VILLAGE	401-5020-532.20-06	008	170158	\$ 105,799.93
			JUL 2016 BIKEWAY VILLAGE	402-5000-532.20-06	008	170158	\$ 49,696.73
			AUG 2016 BIKEWAY VILLAGE	401-5020-532.20-06	009	170158	\$ 79,737.55
			AUG 2016 BIKEWAY VILLAGE	402-5000-532.20-06	009	170158	\$ 37,454.61
			SEP 2016 BIKEWAY VILLAGE	401-5020-532.20-06	010	170158	\$ 145,412.90
			SEP 2016 BIKEWAY VILLAGE	402-5000-532.20-06	010	170158	\$ 68,303.88
	89418	CALIFORNIA AMERICAN WATER	1015-210020154739 SEP 16	101-1910-419.27-02	11-02-2016	(blank)	\$ 25.78
			1015-210019176128 SEP 16	101-6020-452.27-02	11-02-2016	(blank)	\$ 8.97
			1015-210019749625 SEP 16	101-6020-452.27-02	11-04-2016	(blank)	\$ 15.21
			1015-210019749687 SEP 16	101-6020-452.27-02	11-04-2016	(blank)	\$ 27.71
			1015-210019748080 SEP 16	101-6020-452.27-02	11-07-2016	(blank)	\$ 8.97
			1015-210019748332 SEP 16	101-6020-452.27-02	11-07-2016	(blank)	\$ 8.97
			1015-210020440898 SEP 16	101-6020-452.27-02	11-07-2016	(blank)	\$ 676.77
			1015-210020125977 SEP 16	601-5060-436.27-02	11-02-2016	(blank)	\$ 19.54
	89419	CALIFORNIA BUILDING STANDARDS C	(JUL-SEP 2016 STATE GREEN	101-0000-221.01-07	09-30-2016	(blank)	\$ 316.80
	89420	COLIN MCKAY	REIMBURSE FUEL PURCHASE	101-3020-422.30-02	19281P	(blank)	\$ 83.00

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-20	89420	COLIN MCKAY	REIMBURSE FUEL PURCHASE	101-3020-422.30-02	86613P	(blank)	\$ 88.50
	89421	CORELOGIC SOLUTIONS	SEP 2016 PROP DATA SEARCH	101-1210-413.21-04	81728919	170300	\$ 21.00
			SEP 2016 PROP DATA SEARCH	101-3040-424.21-04	81728919	170300	\$ 45.00
			SEP 2016 PROP DATA SEARCH	101-3070-427.21-04	81728919	170300	\$ 121.00
			SEP 2016 PROP DATA SEARCH	101-5050-435.21-04	81728919	170300	\$ 3.00
	89422	COUNTY OF SAN DIEGO RCS	NEXTGEN SHARED INFRASTRUC	101-3020-422.50-04	17IMPBENGRC01	(blank)	\$ 524,300.64
	89423	COURT-ORDERED DEBT COLLECTIONS	PAYROLL AP PPE 10/13/16	101-0000-209.01-07	20161020	(blank)	\$ 56.96
	89424	D.A.R. CONTRACTORS	SEP 2016	101-3050-425.20-06	091601229	170163	\$ 347.00
	89425	DEPARTMENT OF JUSTICE	SEP 2016	101-1130-412.21-04	191802	170070	\$ 147.00
	89426	DEPT. OF CONSERVATION	JUL-SEP 2016 SMIPS FEES	101-0000-211.01-01	09-30-2016	(blank)	\$ 834.23
	89427	GCR TIRE CENTER	STOCK TIRES	501-1921-419.28-16	41048	170037	\$ 420.49
			USED TIRE DISPOSAL	101-5040-434.21-04	40795	170037	\$ 218.16
	89428	GO-STAFF, INC.	W/E 10/02/13 FERGUSON,N	101-1210-413.21-01	172768	170159	\$ 544.19
			W/E 10/09/16 FERGUSON,N	101-1210-413.21-01	173453	170159	\$ 680.24
			W/E 10/02/16 GARCIA,G	601-5060-436.21-01	172767	170081	\$ 834.28
			W/E 10/09/16 GARCIA,G	601-5060-436.21-01	173452	170081	\$ 1,042.85
	89429	GREEN DE BORTNOWSKY, LLP	ATTORNEY SERVICES	502-1922-419.20-01	44747	F17093	\$ 1,255.80
	89430	MISCELLANEOUS REFUNDS	OL REFUNDS	101-0000-321.72-10	0002004	(blank)	\$ 231.00
	89431	JETER SYSTEMS CORPORATION	FILING LABELS	101-1210-413.30-01	2345526	F17065	\$ 54.56
	89432	MASON'S ALIGNMENT, BRAKES	#141 ALIGNMENT	501-1921-419.28-01	28024	170033	\$ 69.00
	89433	PARS	AUG 2016	101-3030-423.20-06	35544	170156	\$ 190.94
			AUG 2016	101-6030-453.20-06	35544	170156	\$ 42.43
			AUG 2016	101-6040-454.20-06	35544	170156	\$ 190.94
	89434	PITNEY BOWES(PURCHASE POWER)	INK/SEALING SOLUTION-POST	101-1210-413.28-09	1002060139	F17069	\$ 148.69
	89435	PITNEY BOWES(PURCHASE POWER)	POSTAGE MACHINE REFILL	101-1210-413.28-09	11-02-2016	170304	\$ 2,674.29
	89436	PROJECT DESIGN CONSULTANT	JUL 2016 PALM AVE MIXED U	101-5000-532.20-06	87631	170147	\$ 920.02
			JUL 2016 PALM AVE MIXED U	401-5020-532.20-06	87631	170147	\$ 3,680.08
	89437	RICOH USA, INC.	OCT 2016 COPIER LEASES	101-1210-413.20-17	97616616	F17087	\$ 1,453.14
			OCT 2016 COPIER LEASES	101-3020-422.20-17	97616616	F17087	\$ 290.63
			OCT 2016 COPIER LEASES	101-3030-423.20-17	97616616	F17087	\$ 290.63
	89438	SAN DIEGO FRICTION PRODUCTS, INC.	TURBOTUB	501-1921-419.28-16	63059804	170087	\$ 61.87
			#101 LED LIGHTS	501-1921-419.28-16	63059808	170087	\$ 154.44
	89439	SPRINT	08/26/16-09/25/16	101-3020-422.27-05	594768811-106	170164	\$ 149.97
	89440	VERIZON WIRELESS	09/08/2016-10/08/2016	101-3020-422.27-05	9773306704	(blank)	\$ 164.40
			09/08/2016-10/08/2016	101-3030-423.27-05	9773306704	(blank)	\$ 163.89
			09/08/2016-10/08/2016	101-3040-424.27-05	9773306704	(blank)	\$ 87.71
			09/08/2016-10/08/2016	101-3070-427.27-05	9773306704	(blank)	\$ 74.97
			09/08/2016-10/08/2016	101-5010-431.30-02	9773306704	(blank)	\$ 25.21
			09/08/2016-10/08/2016	101-5020-432.27-05	9773306704	(blank)	\$ 685.84
			09/08/2016-10/08/2016	101-6020-452.30-02	9773306704	(blank)	\$ 25.21

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-20	89440	VERIZON WIRELESS	09/08/2016-10/08/2016	503-1923-419.27-05	9773306704	(blank)	\$ 317.77
	89441	WHITE NELSON DIEHL EVANS, LLP	SHOUSE,P/FORTIN,S REGISTR	101-1210-413.28-04	12-06-2016	(blank)	\$ 650.00
2016-10-20 Total						\$ 1,084,997.38	
2016-10-27	89442	MISCELLANEOUS "DEVELOPERS"	BOND REFUND 724/726 2ND S	101-0000-221.01-05	TEP 16-71	(blank)	\$ 19,146.00
	89443	AT&T	9391033954	503-1923-419.27-04	8743432	(blank)	\$ 17.93
			9391033960	503-1923-419.27-04	8743435	(blank)	\$ 191.11
			9391033952	503-1923-419.27-04	8743436	(blank)	\$ 20.43
			9391033948	503-1923-419.27-04	8749231	(blank)	\$ 20.43
			9391033949	503-1923-419.27-04	8749232	(blank)	\$ 0.11
			9391033951	503-1923-419.27-04	8749242	(blank)	\$ 0.11
			9391033950	503-1923-419.27-04	8714997	(blank)	\$ 19.84
			9391033958	503-1923-419.27-04	8743440	(blank)	\$ 26.82
			9391053499	503-1923-419.27-04	8743630	(blank)	\$ 44.24
			9391053500	503-1923-419.27-04	8743631	(blank)	\$ 35.43
			9391053670	503-1923-419.27-04	8743641	(blank)	\$ 67.75
			9391053671	503-1923-419.27-04	8743642	(blank)	\$ 30.93
			9391053672	503-1923-419.27-04	8743643	(blank)	\$ 50.50
	89444	CALIFORNIA AMERICAN WATER	1015-210021068268 SEP 16	101-6010-451.27-02	11-08-2016	(blank)	\$ 201.98
			1015-210021068367 SEP 16	101-6010-451.27-02	11-08-2016	(blank)	\$ 3,856.77
			1015-210020731235 SEP 16	101-6020-452.27-02	11-08-2016	(blank)	\$ 8.97
			1015-210021067159 SEP 16	101-6020-452.27-02	11-08-2016	(blank)	\$ 58.93
			1015-210021068541 SEP 16	101-6020-452.27-02	11-08-2016	(blank)	\$ 433.12
			1015-210019335347 SEP 16	101-1910-419.27-02	11-09-2016	(blank)	\$ 964.15
			1015-210019178568 SEP 16	101-6020-452.27-02	11-09-2016	(blank)	\$ 15.21
			1015-210019335248 SEP 16	101-6020-452.27-02	11-09-2016	(blank)	\$ 3,169.58
			1015-210019335484 SEP 16	101-6020-452.27-02	11-09-2016	(blank)	\$ 145.75
			1015-210019335682 SEP 15	101-6020-452.27-02	11-09-2016	(blank)	\$ 25.78
			1015-210019335774 SEP 16	101-6020-452.27-02	11-09-2016	(blank)	\$ 164.50
			1015-210021082448 SEP 16	101-6020-452.27-02	11-09-2016	(blank)	\$ 355.76
			1015-210020277854 SEP 16	101-1910-419.27-02	11-10-2016	(blank)	\$ 19.54
			1015-210019531626 SEP 16	101-6020-452.27-02	11-10-2016	(blank)	\$ 15.21
			1015-210019334948 SEP 16	101-6020-452.27-02	11-10-2016	(blank)	\$ 8.97
			1015-210019335835 SEP 16	101-6020-452.27-02	11-10-2016	(blank)	\$ 8.97
			1015-210019531534 SEP 16	101-6020-452.27-02	11-10-2016	(blank)	\$ 23.16
			1015-210019176333 SEP 16	101-6020-452.27-02	11-14-2016	(blank)	\$ 8.97
			1015-210019535857 SEP 16	101-6020-452.27-02	11-14-2016	(blank)	\$ 8.97
			1015-210019746893 SEP 16	101-6020-452.27-02	11-14-2016	(blank)	\$ 8.97
			1015-210019401916 SEP 16	601-5060-436.27-02	11-10-2016	(blank)	\$ 8.97
	89445	CHARLES KING CO INC	REMOVE/REPLACE VALVE SEAC	601-5060-436.21-04	5616-1	170305	\$ 9,023.25
	89446	CHULA VISTA ANIMAL CARE FACILITY	AUG 2016 A/C CALLBACK/OT	101-3050-425.20-06	AUG 2016	170166	\$ 587.46

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
2016-10-27						
89447	COUNTY OF SAN DIEGO	NOV 2016 ELECTION DEPOSIT	101-1020-411.21-06	2959	170314	\$ 9,775.00
89448	COUNTY OF SAN DIEGO	SEP 2016 PARKING PENALTY	101-3010-421.21-04	09/16	(blank)	\$ 2,139.80
89449	COUNTY OF SAN DIEGO RCS	SEP 2016	101-3010-421.21-25	17CTOFIBN03	170165	\$ 2,090.00
		SEP 2016	101-3020-422.21-25	17CTOFIBN03	170165	\$ 577.50
		SEP 2016	101-3030-423.21-25	17CTOFIBN03	170165	\$ 1,320.00
89450	COUNTY RECORDER	NOE 121 ELM AVENUE	101-0000-221.01-02	MF 1199	(blank)	\$ 50.00
89451	COUNTY RECORDER	NOE 697 ELM AVE	101-0000-221.01-02	MF 1214	(blank)	\$ 50.00
89452	DAMION NOWAK	REIMBURSE FUEL PURCHASE	101-3040-424.28-04	002794	(blank)	\$ 20.00
		REIMBURSE FUEL PURCHASE	101-3040-424.28-04	387132	(blank)	\$ 20.00
		TRAVEL ADVANCE	101-3040-424.28-04	09/26-09/29/16	(blank)	\$ 250.00
89453	EL TAPATIO INC	08/24/16 STAFF MTG LUNCH	101-1010-411.28-04	12897	170229	\$ 40.50
89454	FERGUSON ENTERPRISES INC.	STOCK GASKETS	601-5060-436.30-02	0571521	170039	\$ 291.25
89455	FIRSTWATHC SOLUTIONS, INC.	12/2016-11/2017 TRIGGER S	101-3020-422.20-06	FW103225	F17097	\$ 600.00
89456	GO-STAFF, INC.	W/E 10/16/16 FERGUSON,N	101-1210-413.21-01	173804	170159	\$ 544.19
		W/E 10/16/16 GARCIA,G	601-5060-436.21-01	173803	170081	\$ 834.28
89457	GRAINGER	DISPOSABLE GLOVES	601-5060-436.30-02	9246638549	170007	\$ 1,406.17
		FLEET SHOP SUPPLIES	501-1921-419.30-02	9238474341	170007	\$ 139.82
		SUB SEWAGE PUMPS	601-5060-436.28-01	9243347821	170007	\$ 1,174.18
		VACTOR GREASE	601-5060-436.30-02	9246638531	170007	\$ 141.91
		SANI-HANDS WIPES	601-5060-436.30-02	9241814335	170007	\$ 130.63
		LANTERN BATTERY	601-5060-436.30-02	9248070477	170007	\$ 24.11
89458	HUDSON SAFE-T LITE RENTALS	BARRICADE LIGHTS	601-5060-436.28-01	00039603	170054	\$ 174.96
89459	INTERSTATE BATTERY OF SAN DIEGO	#621 VEHICLE BATTERY	501-1921-419.28-16	1921701004993	170008	\$ 102.17
89460	MISCELLANEOUS "DEVELOPERS"	BOND REFUND 329 DONAX	101-0000-221.01-05	TEP 16-77	(blank)	\$ 3,117.00
89461	MCDUGAL LOVE ECKIS &	ATTORNEY SERVICES	101-1220-413.20-01	90981	(blank)	\$ 780.00
		ATTORNEY SERVICES	101-1220-413.20-01	90986	(blank)	\$ 1,065.00
		ATTORNEY SERVICES	101-1220-413.20-02	90983	170151	\$ 9,227.00
		ATTORNEY SERVICES	303-1250-413.20-01	90987	(blank)	\$ 525.00
		ATTORNEY SERVICES	502-1922-419.20-01	90932	(blank)	\$ 630.00
		ATTORNEY SERVICES	502-1922-419.20-01	90974	(blank)	\$ 367.50
		ATTORNEY SERVICES	502-1922-419.20-01	90980	(blank)	\$ 272.60
		ATTORNEY SERVICES	502-1922-419.20-01	90982	(blank)	\$ 412.50
		ATTORNEY SERVICES	502-1922-419.20-01	90984	(blank)	\$ 105.00
		ATTORNEY SERVICES	502-1922-419.20-01	90985	(blank)	\$ 1,290.00
		ATTORNEY SERVICES	101-1220-413.22-01	90975	(blank)	\$ 345.00
89462	NOLTE ASSOCIATES, INC.	AUG 2016 STREET CONDITION	101-5010-431.21-04	52439	170142	\$ 754.95
		JUL/AUG 2016 IB BLVD ATP	201-5000-532.20-06	52620	170142	\$ 1,705.00
		JUL/AUG 2016 ELM AVE OUTF	202-5016-531.20-06	52612	160529	\$ 384.31
		JUL/AUG 2016 ELEM FENCE I	401-5020-532.20-06	52614	170089	\$ 9,552.00
		AUG 2016 ENGINEER SVCS	601-5060-436.20-06	52607	170142	\$ 1,855.50

City of Imperial Beach
Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-27	89463	O'REILLY AUTOMOTIVE STORES, INC.	SHOP SUPPLIES	501-1921-419.30-02	3980-404505	170056	\$ 13.51
			SHOP SUPPLIES	501-1921-419.30-02	3980-405560	170056	\$ 3.75
			TOGGLE SWITCH	101-6040-454.30-02	3980-404606	170056	\$ 4.85
			#E-239 A/C	501-1921-419.30-02	3980-404172	170056	\$ 67.50
			#A8 BODY PAINT	501-1921-419.30-02	3980-404570	170056	\$ 23.62
	89464	OFFICE DEPOT, INC	ENVELOPES	101-1210-413.28-11	868374456001	170000	\$ 75.59
			FILE FOLDERS	101-1010-411.30-01	871464056001	170000	\$ 2.15
			LABELS	101-1010-411.30-01	871463889001	170000	\$ 9.71
			DIVIDERS/NOTE PAPER	101-1130-412.30-01	870030045001	170000	\$ 39.84
			KLEENEX/BINDERS/TAPE	101-5020-432.30-01	870127650001	170000	\$ 60.10
			MESH SHELF	101-1010-411.30-01	869749938001	170000	\$ 19.84
			SAFE/LABELS	101-1210-413.30-01	868547482001	170000	\$ 41.70
			DESK TRAY	101-1010-411.30-01	869750144001	170000	\$ 11.33
			LABEL	101-1130-412.30-01	870647130001	170000	\$ 12.95
			LETTERING TAPE/PENS/BATTE	101-3020-422.30-01	870979439001	170000	\$ 56.49
			STAMP/STAMP REFILL	101-1020-411.30-01	870987094001	170000	\$ 34.96
	89465	PALOMAR COLLEGE	TACTICAL EMERGENCY COURSE	101-3020-422.28-04	1	F17100	\$ 4,125.00
	89466	PARTNERSHIP WITH INDUSTRY	P/E 09/30/2016	101-6040-454.21-04	GS07415	170093	\$ 1,495.76
	89467	PAULINA MAMAHUA	REIMBURSE POSTAGE FEES	101-3020-422.30-02	000662	(blank)	\$ 11.63
	89468	READYREFRESH	OCT 2016	101-1010-411.30-02	06J0034479279	170228	\$ 20.24
	89469	SAN DIEGO CHAPTER OF THE AMERIC	SHOUSE,P MEMBERSHIP	101-1210-413.28-12	29905736	(blank)	\$ 40.00
	89470	SAN DIEGO EVENT PROS	DJ/SOUND SYSTEM-FD OPEN H	101-3020-422.20-06	2016-149	F17096	\$ 600.00
	89471	SDGE	3736 303 0790 06/28-09/27	101-5010-431.27-01	11-05-2016	(blank)	\$ 44.62
			5277 417 5761 06/26-09/25	601-5060-436.27-01	11-04-2016	(blank)	\$ 1,686.42
	89472	SHARIDEN DESIGN ASPHALT, INC	TRAFFIC PATTERN INSTALL-1	101-5010-431.21-23	527	170222	\$ 3,888.00
			TRAFFIC PATTERN INSTALL-1	201-5000-532.20-06	527	170222	\$ 35,035.00
	89473	SILVERADO AVIONICS, INC.	VHF RADIOS	101-3020-422.30-02	8808	F17094	\$ 3,626.48
	89474	MISCELLANEOUS REFUNDS	REIMBURSE TOW FEES	101-0000-338.60-03	00019083	(blank)	\$ 375.50
	89475	SOUTHERN CALIFORNIA SHREDDING,	SEP 2016 SHREDDING/ADMIN	101-1020-411.21-04	64426	170153	\$ 112.00
	89476	MISCELLANEOUS "DEVELOPERS"	BOND REFUND 622 13TH ST	101-0000-221.01-05	TEP 16-80	(blank)	\$ 5,787.00
	89477	STAFF PRO INC	WATCH/EVENT STAFFING	101-1020-411.28-08	16 12990	170238	\$ 861.00
	89478	THYSSENKRUPP ELEVATOR CORPORAT	JUL-SEP 2016 ELEVATOR MAI	101-3030-423.20-06	3002618512	170316	\$ 855.64
			OCT-DEC 2016 ELEVATOR MNT	101-3030-423.20-06	3002818383	170316	\$ 855.63
	89479	TRISTAR RISK MANAGEMENT	AUG/SEP 2016 CLAIMS ADMIN	502-1922-419.20-07	89806	170308	\$ 4,328.33
			OCT-DEC 2016 CLAIMS ADMIN	502-1922-419.20-07	89815	170308	\$ 6,492.50
	89480	WAGeworks INC.	OCT 2016 FSA FEES	101-1210-413.29-04	125AI0491015	170236	\$ 155.00
2016-10-27 Total							\$ 163,953.04
Grand Total							\$ 1,248,950.42

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

Expense	Budget	Previous Registers	2016-10-20	2016-10-27	Remaining Budget
101 GENERAL FUND					
ABC-FACILITIES CHARGES	\$ 101,839	\$ 25,460			\$ 76,379
ABC-FMP EQUIPMENT CHARGE	\$ 249,120	\$ 62,280			\$ 186,840
ABC-RISK MGMT SVC CHARGE	\$ 217,760	\$ 54,440			\$ 163,320
ABC-TECHNOLOGY SVC CHARGE	\$ 358,554	\$ 89,639			\$ 268,915
ADVERTISING	\$ 7,000	\$ 1,292			\$ 5,708
ATTORNEY SERVICES	\$ 40,276	\$ 3,453		\$ 1,845	\$ 34,978
ATTORNEY SERVICES-OTHER	\$ 110,724	\$ 18,454		\$ 9,227	\$ 83,043
AUTO ALLOWANCE	\$ 48,120	\$ 12,757			\$ 35,363
BANKING/FIN SRVCS CHARGES	\$ 38,000	\$ 9,792			\$ 28,208
CELL PHONE ALLOWANCE	\$ 13,440	\$ 3,195			\$ 10,245
COMMUNITY PROGRAMS	\$ 140,300	\$ 40,605	\$ 2,596	\$ 861	\$ 96,238
CONTRACTS-ELECTIONS	\$ 18,000	\$ (1,463)		\$ 9,775	\$ 9,688
COPIER LEASES	\$ 33,050	\$ 8,952	\$ 2,034		\$ 22,064
COUNCIL/RDA BOARD PAY	\$ 42,000	\$ 12,115			\$ 29,885
EMPLOYEE RECOGNITION AWRD	\$ 8,700	\$ 4,000			\$ 4,700
EQUIPMENT	\$ 531,800		\$ 524,301		\$ 7,499
FEES & LICENSES	\$ 23,647	\$ 564			\$ 23,084
FICA	\$ 352,653	\$ 111,374			\$ 241,279
FIRE EXTINGUISHER SERVICE	\$ 550				
FLSA WAGES	\$ 21,783	\$ 7,010			\$ 14,773
GAS & ELECTRIC (SDG&E)	\$ 256,590	\$ 39,894		\$ 45	\$ 216,651
LIFE INSURANCE	\$ 13,735	\$ 6,623			\$ 7,112
MAINTENANCE & REPAIR	\$ 76,200	\$ 9,657	\$ 1,170		\$ 65,373
MEMBERSHIP DUES	\$ 44,910	\$ 26,734	\$ 200	\$ 40	\$ 17,936
MGT MEDICAL REIMBURSEMENT	\$ 3,150	\$ 1,512			\$ 1,638
MILEAGE REIMBURSEMENT	\$ 500				
NUISANCE ABATEMENT CHARGE	\$ 1,000				
OFFICE SUPPLIES	\$ 23,350	\$ 3,741	\$ 217	\$ 289	\$ 19,103
OPERATING SUPPLIES	\$ 284,895	\$ 48,387	\$ 11,665	\$ 3,663	\$ 221,179
OTHER SERVICES & CHARGES	\$ 32,300	\$ 586		\$ 155	\$ 31,559
OVERTIME	\$ 122,800	\$ 105,049			\$ 17,751
PARS CITY CONTRIBUTION	\$ 24,816	\$ 10,371			\$ 14,445
PERS-CITY PORTION	\$ 838,332	\$ 521,273			\$ 317,059
PEST CONTROL SERVICE	\$ 4,300	\$ 1,369			\$ 2,931
PLAN CHECK SERVICIES	\$ 8,000				
POSTAGE & FREIGHT	\$ 11,700	\$ 2,768	\$ 2,823		\$ 6,109
PRINTING SERVICES	\$ 7,676	\$ 857		\$ 76	\$ 6,743
PROFESSIONAL SERVICES	\$ 9,279,790	\$ 1,801,976	\$ 4,353	\$ 3,499	\$ 7,469,962
RCS PROGRAM	\$ 48,500	\$ 7,975		\$ 3,988	\$ 36,538
RENT-EQUIPMENT	\$ 3,400	\$ 145	\$ 464		\$ 2,791
RENT-UNIFORMS	\$ 31,612	\$ 22,577	\$ 446		\$ 8,589
SALARIES FULL-TIME	\$ 4,539,758	\$ 1,340,063			\$ 3,199,695
SALARIES PART-TIME	\$ 730,841	\$ 292,318			\$ 438,523
SECTION 125 CAFETERIA	\$ 784,558	\$ 210,070			\$ 574,488
SECURITY & ALARM	\$ 5,460	\$ 740			\$ 4,720
SMALL TOOLS/NON-CAPITAL	\$ 15,750	\$ 236			\$ 15,514
SUBSCRIBE & PUBLICATIONS	\$ 5,371	\$ 184	\$ 328		\$ 4,859
TECHNICAL SERVICES	\$ 454,195	\$ 70,695	\$ 5,886	\$ 4,503	\$ 373,112
TEMPORARY STAFFING	\$ 25,000	\$ 20,379	\$ 1,224	\$ 544	\$ 2,852
TRAFFIC CONTROL	\$ 50,700	\$ 3,676		\$ 3,888	\$ 43,136

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-20	2016-10-27	Remaining Budget
TRAINING & EDUCATION-MOU	\$ 10,000	\$ 1,755			\$ 8,245
TRANSFER OUT	\$ 17,000	\$ 17,000			\$ -
TRAVEL, TRAINING, MEETING	\$ 68,175	\$ 13,261	\$ 9,855	\$ 4,456	\$ 40,603
UNEMPLOYMENT INSURANCE	\$ 40,220	\$ 9,224			\$ 30,996
UTILITIES-CELL PHONES	\$ 20,100	\$ 2,883	\$ 1,364		\$ 15,853
UTILITIES-SEWER	\$ 8,600	\$ 14,085			\$ (5,485)
UTILITIES-TELEPHONE	\$ 200				
UTILITIES-WATER	\$ 160,518	\$ 42,213	\$ 772	\$ 9,503	\$ 108,029
WORKER'S COMP INSURANCE	\$ 71,209				
CONTINGENCY ACCOUNT	\$ 96,942				
PAYMENT IN LIEU OF TAX		\$ (345)		\$ 345	
201 GAS TAX FUND					
AUTO ALLOWANCE		\$ 4			\$ (4)
CELL PHONE ALLOWANCE		\$ 1			\$ (1)
FICA		\$ 13			\$ (13)
PERS-CITY PORTION		\$ 18			\$ (18)
PROFESSIONAL SERVICES	\$ 809,480	\$ 3,583		\$ 36,740	\$ 769,157
SALARIES FULL-TIME		\$ 153			\$ (153)
SECTION 125 CAFETERIA		\$ 23			\$ (23)
TRANSFER OUT	\$ 768,000	\$ 384,000			\$ 384,000
202 PROP "A" (TRANSNET) FUND					
AUTO ALLOWANCE		\$ 127			\$ (127)
CELL PHONE ALLOWANCE		\$ 42			\$ (42)
FICA		\$ 654			\$ (654)
PERS-CITY PORTION		\$ 907			\$ (907)
PROFESSIONAL SERVICES	\$ 729,367	\$ 63,273		\$ 384	\$ 665,710
SALARIES FULL-TIME		\$ 8,135			\$ (8,135)
SECTION 125 CAFETERIA		\$ 1,082			\$ (1,082)
TRANSFER OUT	\$ 218,700	\$ 104,100			\$ 114,600
210 CDBG-FEDERAL ASSISTANCE					
AUTO ALLOWANCE		\$ 35			\$ (35)
CELL PHONE ALLOWANCE		\$ 8			\$ (8)
FICA		\$ 234			\$ (234)
FLSA WAGES		\$ 411			\$ (411)
PERS-CITY PORTION		\$ 346			\$ (346)
PROFESSIONAL SERVICES	\$ 192,456	\$ 26			\$ 192,430
SALARIES FULL-TIME		\$ 2,534			\$ (2,534)
SECTION 125 CAFETERIA		\$ 184			\$ (184)
212 SLESF (COPS) FUND					
PROFESSIONAL SERVICES	\$ 100,000	\$ 25,000			\$ 75,000
215 LLMD-ASSMT DIST #67 FUND					
GAS & ELECTRIC (SDG&E)	\$ 27,000	\$ 6,275			\$ 20,725
PROFESSIONAL SERVICES	\$ 2,000				
216 HOUSING AUTHORITY					
ATTORNEY SERVICES		\$ 150			\$ (150)
FICA	\$ 3,529				
PERS-CITY PORTION	\$ 8,996				
PROFESSIONAL SERVICES	\$ 4,100	\$ 32,818			\$ (28,718)
SALARIES PART-TIME	\$ 46,133				
UNEMPLOYMENT INSURANCE	\$ 434				
217 HOUSING AUTHORITY-BOND					
PROFESSIONAL SERVICES		\$ 50,696			\$ (50,696)

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-20	2016-10-27	Remaining Budget
301 SA DEBT SERVICE FUND					
BOND INTEREST (2010 TAB)	\$ 1,044,407	\$ (85,559)			\$ 1,129,966
BOND PRINCIPAL (2010 TAB)	\$ 255,000				
INTEREST BOND (2013 TAB)	\$ 762,957	\$ (65,872)			\$ 828,829
PRINCIPAL BOND (2013 TAB)	\$ 145,000				
303 REDEV OBLIG RETIRE FUND					
ATTORNEY SERVICES	\$ 90,000	\$ 31,041		\$ 525	\$ 58,434
FICA		\$ 16			\$ (16)
OTHER SERVICES & CHARGES	\$ 9,000				
PERS-CITY PORTION		\$ 23			\$ (23)
PROFESSIONAL SERVICES	\$ 200,000	\$ 6,200			\$ 193,800
SALARIES FULL-TIME	\$ 250,000	\$ 201			\$ 249,799
SECTION 125 CAFETERIA		\$ 5			\$ (5)
TRANSFER OUT	\$ 2,207,364				
401 CAPITAL IMPROVEMENT FUND					
PROFESSIONAL SERVICES	\$ 1,966,650	\$ 399,969	\$ 334,630	\$ 9,552	\$ 1,222,499
402 C.I.P. 2010 BOND					
AUTO ALLOWANCE		\$ 18			\$ (18)
CELL PHONE ALLOWANCE		\$ 6			\$ (6)
FICA		\$ 314			\$ (314)
PERS-CITY PORTION		\$ 464			\$ (464)
PROFESSIONAL SERVICES	\$ 3,276,617	\$ 334,113	\$ 155,455		\$ 2,787,049
SALARIES FULL-TIME		\$ 3,991			\$ (3,991)
SECTION 125 CAFETERIA		\$ 240			\$ (240)
420 PARKS MAJOR MAINTENAN CIP					
AUTO ALLOWANCE		\$ 52			\$ (52)
CELL PHONE ALLOWANCE		\$ 10			\$ (10)
FICA		\$ 126			\$ (126)
PERS-CITY PORTION		\$ 186			\$ (186)
PROFESSIONAL SERVICES	\$ 421,941	\$ 5,026			\$ 416,915
SALARIES FULL-TIME		\$ 1,597			\$ (1,597)
SECTION 125 CAFETERIA		\$ 203			\$ (203)
501 VEHICLE REPLACEMENT/MAINT					
EQUIPMENT	\$ 50,000	\$ 25,283			\$ 24,717
FEES & LICENSES	\$ 3,150	\$ 113	\$ 82		\$ 2,955
FICA	\$ 9,735	\$ 2,566			\$ 7,169
FIRE EXTINGUISHER SERVICE	\$ 400				
LIFE INSURANCE	\$ 265	\$ 63			\$ 202
MAINTENANCE & REPAIR	\$ 11,100	\$ 806	\$ 511		\$ 9,784
OPERATING SUPPLIES	\$ 4,100	\$ 991	\$ 76	\$ 248	\$ 2,786
OTHER SERVICES & CHARGES	\$ 2,400	\$ 321			\$ 2,079
OVERTIME	\$ 300	\$ 92			\$ 208
PERS-CITY PORTION	\$ 25,246	\$ 15,775			\$ 9,471
SALARIES FULL-TIME	\$ 132,569	\$ 32,625			\$ 99,944
SECTION 125 CAFETERIA	\$ 25,760	\$ 6,621			\$ 19,139
SMALL TOOLS/NON-CAPITAL	\$ 1,500	\$ 147			\$ 1,353
UNEMPLOYMENT INSURANCE	\$ 868				
VEHICLE OPERATE-FUEL/OIL	\$ 240,200	\$ 49,706	\$ 46		\$ 190,448
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$ 10,866	\$ 1,043	\$ 102	\$ 12,988
WORKER'S COMP INSURANCE	\$ 3,266				
502 RISK MANAGEMENT FUND					
ATTORNEY SERVICES	\$ 75,000	\$ 8,340	\$ 1,256	\$ 3,078	\$ 62,327

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-20	2016-10-27	Remaining Budget
AUTO ALLOWANCE	\$ 1,980	\$ 478			\$ 1,502
CELL PHONE ALLOWANCE	\$ 600	\$ 81			\$ 519
FICA	\$ 6,056	\$ 1,841			\$ 4,215
INSURANCE PREMIUM/DEPOSIT	\$ 157,236	\$ 144,761			\$ 12,475
INSURANCE PREMIUM/WK COMP	\$ 80,000	\$ 118,750			\$ (38,750)
LIFE INSURANCE	\$ 269	\$ 91			\$ 178
MEMBERSHIP DUES		\$ 145			\$ (145)
MGT MEDICAL REIMBURSEMENT	\$ 126	\$ 84			\$ 42
OPERATING SUPPLIES	\$ 1,000				
OTHER SERVICES & CHARGES		\$ 1,461	\$ 2,559		\$ (4,020)
PAYMENT OF CLAIMS	\$ 50,000	\$ 4,833			\$ 45,167
PERS-CITY PORTION	\$ 9,643	\$ 2,017			\$ 7,626
PROFESSIONAL SERVICES	\$ 2,500	\$ 2,250			\$ 250
PYMT OF WORK COMP CLAIMS	\$ 150,000	\$ 24,589			\$ 125,411
SALARIES FULL-TIME	\$ 82,325	\$ 23,253			\$ 59,072
SECTION 125 CAFETERIA	\$ 9,947	\$ 2,485			\$ 7,462
TECHNICAL SERVICES	\$ 1,000				
THIRD PARTY ADMIN (W/C)	\$ 28,500	\$ -		\$ 10,821	\$ 17,679
UNEMPLOYMENT INSURANCE	\$ 347				
WORKER'S COMP INSURANCE	\$ 1,025				
503 TECHNOLOGY/COMMUNICATIONS					
AUTO ALLOWANCE	\$ 4,800	\$ 2,157			\$ 2,643
CELL PHONE ALLOWANCE	\$ 960	\$ 182			\$ 778
EQUIPMENT	\$ 30,000				
FEES & LICENSES	\$ 7,164	\$ 5,584			\$ 1,580
FICA	\$ 13,682	\$ 4,184			\$ 9,498
H.T.E. MAINTENANCE	\$ 37,500	\$ 38,395			\$ (895)
LIFE INSURANCE	\$ 571	\$ 190			\$ 381
MAINTENANCE & REPAIR	\$ 1,400	\$ 469			\$ 931
MEMBERSHIP DUES	\$ 640	\$ 267			\$ 373
MGT MEDICAL REIMBURSEMENT	\$ 84	\$ 84			\$ -
OFFICE SUPPLIES	\$ 500	\$ 44			\$ 456
OPERATING SUPPLIES	\$ 7,500	\$ 44	\$ 45		\$ 7,411
PARS CITY CONTRIBUTION	\$ 883	\$ 209			\$ 674
PERS-CITY PORTION	\$ 20,021	\$ 12,186			\$ 7,835
POSTAGE & FREIGHT	\$ 200				
PROFESSIONAL SERVICES	\$ 12,850	\$ 5,775			\$ 7,075
QUESYST	\$ 8,000	\$ 6,600			\$ 1,400
SALARIES FULL-TIME	\$ 159,912	\$ 49,281			\$ 110,631
SALARIES PART-TIME	\$ 23,559	\$ 5,579			\$ 17,980
SECTION 125 CAFETERIA	\$ 26,001	\$ 4,405			\$ 21,596
SMALL TOOLS/NON-CAPITAL	\$ 24,600	\$ 10,680	\$ 1,012		\$ 12,908
TECHNICAL SERVICES	\$ 47,020	\$ 14,269			\$ 32,751
TRAVEL, TRAINING, MEETING	\$ 4,950				
UNEMPLOYMENT INSURANCE	\$ 1,389				
UTILITIES-CELL PHONES	\$ 4,000	\$ 895	\$ 318		\$ 2,787
UTILITIES-TELEPHONE	\$ 12,000	\$ 6,989		\$ 526	\$ 4,485
504 FACILITY MAINT/REPLACEMNT					
AUTO ALLOWANCE		\$ 3			\$ (3)
CELL PHONE ALLOWANCE		\$ 1			\$ (1)
FICA		\$ 9			\$ (9)
PERS-CITY PORTION		\$ 13			\$ (13)

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-20	2016-10-27	Remaining Budget
PROFESSIONAL SERVICES	\$ 198,123				
SALARIES FULL-TIME		\$ 114			\$ (114)
SECTION 125 CAFETERIA		\$ 17			\$ (17)
TECHNICAL SERVICES	\$ 60,600	\$ 33,151	\$ 1,901		\$ 25,548
601 SEWER ENTERPRISE FUND					
ABC-ADMIN SVC CHARGE	\$ 146,527	\$ 36,632			\$ 109,895
ABC-FACILITIES CHARGES	\$ 9,083	\$ 2,270			\$ 6,813
ABC-FMP EQUIPMENT CHARGE	\$ 93,709	\$ 23,427			\$ 70,282
ABC-RISK MGMT SVC CHARGE	\$ 10,419	\$ 2,605			\$ 7,814
ABC-TECHNOLOGY SVC CHARGE	\$ 25,590	\$ 6,398			\$ 19,192
AUTO ALLOWANCE		\$ 197			\$ (197)
CELL PHONE ALLOWANCE		\$ 49			\$ (49)
EQUIPMENT	\$ 36,000	\$ -			
FEES & LICENSES	\$ 2,950	\$ 83			\$ 2,867
FICA	\$ 21,399	\$ 7,144			\$ 14,255
GAS & ELECTRIC (SDG&E)	\$ 70,000	\$ 11,465		\$ 1,686	\$ 56,849
LIFE INSURANCE	\$ 664	\$ 159			\$ 505
MAINTENANCE & REPAIR	\$ 38,800	\$ 8,599	\$ 214	\$ 1,349	\$ 28,638
MEMBERSHIP DUES	\$ 900	\$ 164			\$ 736
OPERATING SUPPLIES	\$ 13,960	\$ 3,357	\$ 673	\$ 1,994	\$ 7,936
OTHER SERVICES & CHARGES	\$ 8,400				
OVERTIME	\$ 12,200	\$ 4,748			\$ 7,452
PERS-CITY PORTION	\$ 51,092	\$ 34,718			\$ 16,374
PROFESSIONAL SERVICES	\$ 2,458,209	\$ 63,789		\$ 1,856	\$ 2,392,565
PUBLIC WORKS ADMIN	\$ 348,882	\$ 87,221			\$ 261,661
RENT-EQUIPMENT	\$ 1,000				
SALARIES FULL-TIME	\$ 269,811	\$ 81,670			\$ 188,141
SECTION 125 CAFETERIA	\$ 57,094	\$ 14,039			\$ 43,055
SECURITY & ALARM	\$ 4,000	\$ 1,640			\$ 2,360
SMALL TOOLS/NON-CAPITAL	\$ 1,400				
STAND-BY PAY	\$ 21,000	\$ 5,713			\$ 15,287
TECHNICAL SERVICES	\$ 2,739,350	\$ 617,449		\$ 9,023	\$ 2,112,878
TEMPORARY STAFFING	\$ 30,000	\$ 10,416	\$ 1,877	\$ 834	\$ 16,872
TRAVEL, TRAINING, MEETING	\$ 5,700	\$ 660	\$ 263		\$ 4,777
UNEMPLOYMENT INSURANCE	\$ 2,170				
UTILITIES-TELEPHONE	\$ 2,500				
UTILITIES-WATER	\$ 7,200	\$ 939	\$ 20	\$ 9	\$ 6,233
WORKER'S COMP INSURANCE	\$ 6,532				
Revenue					
Asset					
Liability					
Fund Balance					
Grand Total	\$ 8,804,444	\$ 3,214,248	\$ 1,084,997	\$ 163,953	

**THIS PAGE
INTENTIONALLY LEFT BLANK**



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 16, 2016
ORIGINATING DEPT.: DOUG BRADLEY ADMINISTRATIVE SERVICES DEPARTMENT *DB*
SUBJECT: RECEIVE SEPTEMBER 2016 TREASURER'S REPORT

EXECUTIVE SUMMARY:

The monthly treasurer's report for September 2016 is submitted for review. Contained in this report is a complete listing of assets, monthly transactions, portfolio summary, statement of compliance with investment policy and a statement that the city has adequate funds to meet cash flow needs.

RECOMMENDATION:

Staff recommends that the City Council receive the monthly treasurer's report.

RATIONALE:

In compliance with the Investment Policy, staff is providing a monthly Treasurers Report which details the City's investment portfolio.

OPTIONS:

1. Receive the monthly treasurer's report.

BACKGROUND:

The City staff has been directed to provide a monthly treasurers report. Within this report is a detailed asset listing, monthly transaction history, a portfolio summary, a statement of compliance with the investment policy and a statement that the city has adequate funds to meet cash flow needs.

ANALYSIS:

The City has funds invested by Chandler Asset Management, in the Local Area Investment Fund, our checking account with Union Bank, in an Escrow Account reserved for the 9th and Palm project, and Bond Reserves held at Wells Fargo. The total amount of cash deposits equal **\$30,854,243**. The estimated annual income from this investment is **\$200,000**.

The funds in which this cash belongs to are listed in the table below. Within each of these funds, the cash is categorized as unassigned, assigned, or restricted. The details of these designations can be found in the City's Financial Statements.

City of Imperial Beach
Treasurer Report: Cash by Fund = Deposit Account

CASH BY FUND (cash belongs here)

	Actual
* GENERAL FUND	\$ 15,623,546
* HOUSING AUTHORITY	\$ 742,214
* 2010 BOND FUND	\$ 2,845,477
* OTHER GOVERNMENT FUNDS	\$ 1,173,519
* SEWER FUND	\$ 1,757,115
* INTERNAL SERVICES	\$ 4,335,662
* AGENCY FUNDS	\$ 390,805
* SUCCESSOR AGENCY	\$ 3,985,901
Grand Total	\$ 30,854,238

CASH DEPOSIT ACCOUNTS (cash deposited here)

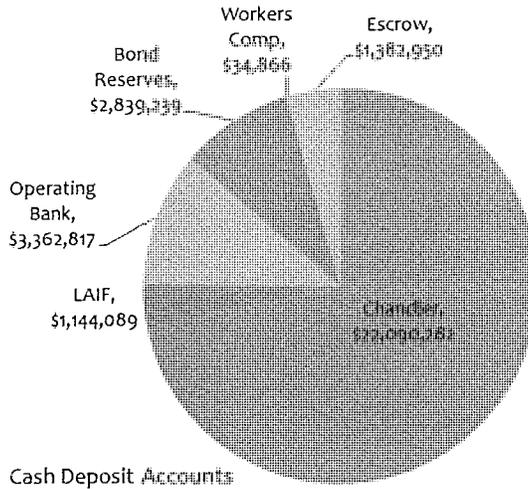
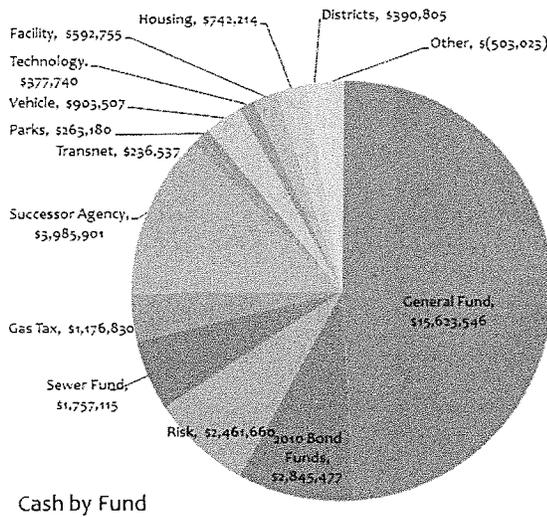
	Actual
CHANDLER ASSET MANAGEMENT	\$ 22,090,282
LOCAL AREA INVESTMENT FUND	\$ 1,144,089
OPERATING BANK	\$ 3,362,817
2010 BOND RESERVES	\$ 2,839,239
WORKERS COMP ACCOUNT	\$ 34,866
9TH AND PALM ESCROW ACCOUNT	\$ 1,382,950
Grand Total	\$ 30,854,243

Chadler Asset Management Reconciliation

Book Balance	\$ 22,090,282
Market Appreciation	\$ (33,575)
Statement Balance	\$ 22,056,707

Operating Bank Reconciliation

Book Balance	\$ 3,362,817
Outstanding Checks & Deposits	\$ 149,582
Statement Balance	\$ 3,512,399



The transactions and holdings as detailed in the monthly statement are in compliance with the City's Investment Policy (see attachment 1). The City has adequate funds to meet its cash flow requirements for the next six months.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The interest income is included in the fiscal budget.

Attachments:

1. Chandler Asset Management monthly account statement.

Note: Other investment statements available upon request.

Monthly Account Statement

City of Imperial Beach

September 1, 2016 through September 30, 2016

Chandler Team

Custodian

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.



PORTFOLIO CHARACTERISTICS

Average Duration	1.78
Average Coupon	1.32 %
Average Purchase YTM	1.26 %
Average Market YTM	1.13 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	1.98 yrs
Average Life	1.84 yrs

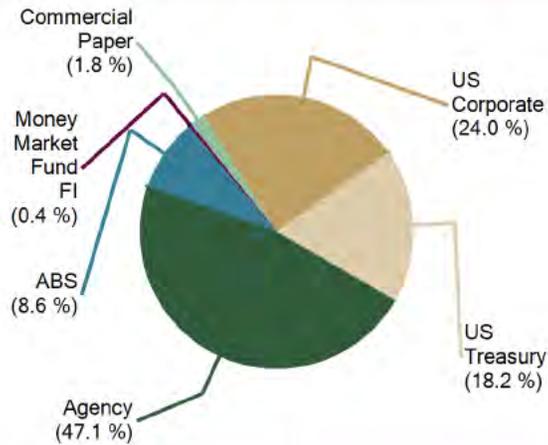
ACCOUNT SUMMARY

	Beg. Values as of 8/31/16	End Values as of 9/30/16
Market Value	23,956,945	21,993,378
Accrued Interest	69,165	63,329
Total Market Value	24,026,111	22,056,707
Income Earned	25,495	23,130
Cont/WD		-2,001,707
Par	23,855,418	21,888,952
Book Value	23,872,214	21,902,226
Cost Value	23,899,935	21,912,780

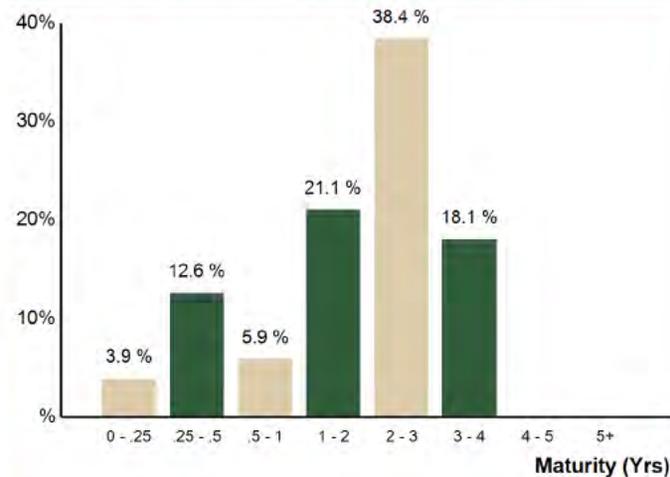
TOP ISSUERS

Issuer	% Portfolio
Government of United States	18.2 %
Federal National Mortgage Assoc	14.0 %
Federal Home Loan Bank	13.3 %
Federal Home Loan Mortgage Corp	11.6 %
JP Morgan Chase & Co	9.1 %
Federal Farm Credit Bank	8.2 %
Honda ABS	2.7 %
John Deere ABS	2.6 %
	79.7 %

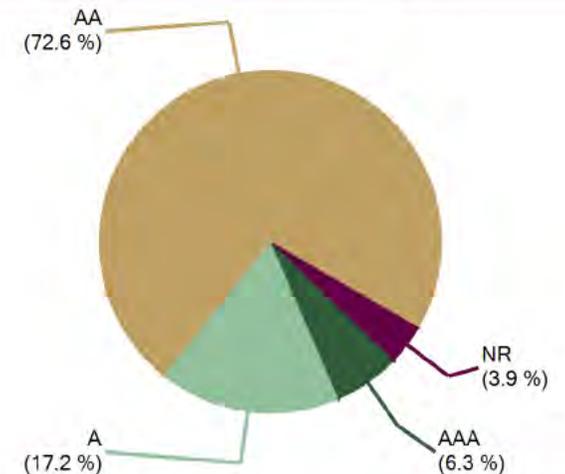
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 9/30/2016	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 7/31/2013	Since 7/31/2013
					3 Yrs	5 Yrs	10 Yrs		
City of Imperial Beach	0.15 %	-0.05 %	1.54 %	1.24 %	1.10 %	N/A	N/A	1.08 %	3.47 %
BAML 1-3 Yr US Treasury Index	0.12 %	-0.11 %	1.33 %	0.88 %	0.85 %	N/A	N/A	0.85 %	2.70 %



City of Imperial Beach
September 30, 2016

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and the City's investment policy.

Category	Standard	Comment
Treasury Issues	No limitations	Complies
Federal Agencies	20% max callable notes	Complies
Municipal Securities	"A" rated; 5% max per issuer	Complies
Banker's Acceptances	"A-1" rated; "A"-rated issuer; 40% maximum; 5% max per issuer; <180 days maturity	Complies
Commercial Paper	"A-1" rated; "A"-rated issuer; 25% maximum; 5% max per issuer; <270 days maturity	Complies
Medium Term Notes	"A" rated; 30% maximum; 5% max per issuer; 5 years maximum maturity	Complies*
Negotiable Certificates of Deposit	"A" or "A-1" rated issuers; 30% maximum; 5% max per issuer; 5 years max maturity	Complies
Bank/Time Deposits	20% maximum; 5% max per issuer; FDIC Insured or Collateralized	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	"AA"-rated issue; "A"-rated issuer; 20% maximum; 5% max per ABS issuer	Complies
Repurchase Agreements	1 year maximum maturity	Complies
Money Market Mutual Funds	"AAA" rated or SEC adviser; 20% maximum; 10% max per fund	Complies
Local Government Investment Pools	not used by adviser	Complies
Local Agency Investment Fund	\$50 million per account	Complies
Weighted Average Maturity	3 years	Complies
Maximum Maturity	5 years	Complies

*JP Morgan Chase represents 9.1% of the portfolio and is rated A3/A; however, it was purchased prior to November 2012.



Reconciliation Summary

As of 9/30/2016

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$23,872,214.33
Acquisition	
+ Security Purchases	\$398,619.67
+ Money Market Fund Purchases	\$1,457,989.10
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$1,856,608.77
Dispositions	
- Security Sales	\$1,003,920.00
- Money Market Fund Sales	\$398,619.67
- MMF Withdrawals	\$2,001,707.08
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$350,000.00
- Calls	\$0.00
- Principal Paydowns	\$74,128.00
Total Dispositions	\$3,828,374.75
Amortization/Accretion	
+/- Net Accretion	(\$975.05)
	(\$975.05)
Gain/Loss on Dispositions	
+/- Realized Gain/Loss	\$2,752.39
	\$2,752.39
Ending Book Value	\$21,902,225.69

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$1,020,769.28
Acquisition	
Contributions	\$0.00
Security Sale Proceeds	\$1,003,920.00
Accrued Interest Received	\$1,636.11
Interest Received	\$28,303.61
Dividend Received	\$1.38
Principal on Maturities	\$350,000.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$74,128.00
Total Acquisitions	\$1,457,989.10
Disposition	
Withdrawals	\$2,001,707.08
Security Purchase	\$398,619.67
Accrued Interest Paid	\$0.00
Total Dispositions	\$2,400,326.75
Ending Book Value	\$78,431.63



Holdings Report

As of 9/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	55,083.09	03/11/2014 0.68 %	55,072.91 55,082.03	99.95 0.96 %	55,053.23 16.40	0.25 % (28.80)	Aaa / AAA NR	1.21 0.18
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	73,808.44	08/18/2015 0.81 %	73,802.51 73,805.15	99.99 0.97 %	73,800.03 30.18	0.33 % (5.12)	Aaa / AAA NR	1.38 0.23
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	83,299.21	05/13/2014 0.33 %	83,289.20 83,297.11	99.94 0.95 %	83,250.40 23.16	0.38 % (46.71)	Aaa / AAA NR	1.47 0.34
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	115,648.63	04/02/2014 0.87 %	115,630.10 115,645.33	99.94 1.11 %	115,581.67 47.29	0.52 % (63.66)	Aaa / NR AAA	1.54 0.31
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	111,879.84	08/12/2014 0.80 %	111,858.25 111,873.99	99.97 0.95 %	111,848.40 43.76	0.51 % (25.59)	NR / AAA AAA	1.71 0.39
161571GC2	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	195,000.00	09/03/2015 0.95 %	195,266.60 195,174.45	100.01 0.65 %	195,017.75 87.53	0.88 % (156.70)	Aaa / AAA AAA	2.04 0.02
47788MAB6	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	265,000.00	02/23/2016 0.99 %	264,999.21 264,999.39	100.11 0.97 %	265,280.37 135.44	1.20 % 280.98	Aaa / NR AAA	2.04 0.57
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	195,801.45	Various 0.91 %	195,822.87 195,814.53	100.04 0.99 %	195,884.08 93.12	0.89 % 69.55	Aaa / NR AAA	2.13 0.48
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	230,000.00	02/24/2015 0.80 %	229,965.22 229,983.82	100.07 1.01 %	230,166.98 114.49	1.04 % 183.16	Aaa / AAA NR	2.38 0.64
43813NAC0	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	280,000.00	05/13/2015 0.56 %	279,957.02 279,972.67	100.04 0.99 %	280,107.24 80.89	1.27 % 134.57	NR / AAA AAA	2.39 0.75
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	150,000.00	08/02/2016 1.08 %	149,994.09 149,994.39	99.93 1.14 %	149,900.70 71.33	0.68 % (93.69)	Aaa / NR AAA	2.62 1.00
43814QAC2	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	130,000.00	05/24/2016 1.37 %	129,997.48 129,997.70	100.43 1.16 %	130,564.59 80.31	0.59 % 566.89	Aaa / NR AAA	3.54 1.82
Total ABS		1,885,520.66	0.86 %	1,885,655.46 1,885,640.56	0.98 %	1,886,455.44 823.90	8.56 % 814.88	Aaa / AAA Aaa	2.17 0.60
AGENCY									
3133ECWV2	FFCB Note 0.875% Due 12/7/2016	500,000.00	08/07/2013 0.87 %	500,130.00 500,007.16	100.11 0.27 %	500,557.50 1,385.42	2.28 % 550.34	Aaa / AA+ AAA	0.19 0.19
3137EADC0	FHLMC Note 1% Due 3/8/2017	375,000.00	07/26/2013 0.99 %	375,120.00 375,014.39	100.23 0.48 %	375,861.00 239.58	1.71 % 846.61	Aaa / AA+ AAA	0.44 0.44
3137EADH9	FHLMC Note 1% Due 6/29/2017	190,000.00	01/29/2015 0.72 %	191,271.10 190,391.00	100.28 0.62 %	190,535.23 485.56	0.87 % 144.23	Aaa / AA+ AAA	0.75 0.74
3137EADL0	FHLMC Note 1% Due 9/29/2017	500,000.00	07/31/2014 1.19 %	497,116.50 499,094.54	100.31 0.69 %	501,558.00 27.78	2.27 % 2,463.46	Aaa / AA+ AAA	1.00 0.99
3133EDDV1	FFCB Note 1.16% Due 10/23/2017	185,000.00	01/29/2015 0.87 %	186,443.00 185,560.12	100.50 0.69 %	185,916.49 941.86	0.85 % 356.37	Aaa / AA+ AAA	1.06 1.05
3133EEQM5	FFCB Note 1.11% Due 2/20/2018	510,000.00	08/28/2015 0.94 %	512,065.50 511,158.42	100.36 0.85 %	511,828.86 644.73	2.32 % 670.44	Aaa / AA+ AAA	1.39 1.37



Holdings Report

As of 9/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	500,000.00	05/27/2015 1.02 %	501,467.00 500,788.01	100.49 0.81 %	502,430.00 2,437.50	2.29 % 1,641.99	Aaa / AA+ AAA	1.57 1.55
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	500,000.00	Various 1.44 %	490,030.70 495,547.96	100.09 0.82 %	500,444.00 1,579.86	2.28 % 4,896.04	Aaa / AA+ AAA	1.64 1.62
3135G0E33	FNMA Note 1.125% Due 7/20/2018	500,000.00	Various 1.20 %	498,934.27 499,379.21	100.50 0.84 %	502,507.00 1,109.38	2.28 % 3,127.79	Aaa / AA+ AAA	1.80 1.78
3135G0E58	FNMA Note 1.125% Due 10/19/2018	495,000.00	Various 1.14 %	494,705.15 494,815.73	100.52 0.87 %	497,563.61 2,505.94	2.27 % 2,747.88	Aaa / AA+ AAA	2.05 2.02
3135G0G72	FNMA Note 1.125% Due 12/14/2018	515,000.00	10/30/2015 1.17 %	514,232.65 514,457.39	100.48 0.90 %	517,470.46 1,722.03	2.35 % 3,013.07	Aaa / AA+ AAA	2.21 2.17
3135G0H63	FNMA Note 1.375% Due 1/28/2019	500,000.00	01/06/2016 1.39 %	499,835.00 499,874.48	101.10 0.89 %	505,523.50 1,203.13	2.30 % 5,649.02	Aaa / AA+ AAA	2.33 2.28
3133782M2	FHLB Note 1.5% Due 3/8/2019	500,000.00	02/09/2016 0.99 %	507,710.00 506,102.03	101.31 0.96 %	506,535.00 479.17	2.30 % 432.97	Aaa / AA+ AAA	2.44 2.39
3137EADZ9	FHLMC Note 1.125% Due 4/15/2019	475,000.00	03/18/2016 1.14 %	474,843.25 474,870.40	100.44 0.95 %	477,109.48 2,820.31	2.18 % 2,239.08	Aaa / AA+ AAA	2.54 2.49
313379EE5	FHLB Note 1.625% Due 6/14/2019	480,000.00	Various 1.10 %	487,262.40 486,737.31	101.58 1.03 %	487,595.52 2,318.34	2.22 % 858.21	Aaa / AA+ AAA	2.70 2.63
3133EFW52	FFCB Note 1.15% Due 7/1/2019	600,000.00	04/25/2016 1.13 %	600,408.00 600,352.48	100.35 1.02 %	602,122.80 1,725.00	2.74 % 1,770.32	Aaa / AA+ AAA	2.75 2.70
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	500,000.00	04/29/2015 1.40 %	496,880.00 497,922.68	100.73 0.99 %	503,629.00 1,041.67	2.29 % 5,706.32	Aaa / AA+ AAA	2.84 2.78
3135G0N33	FNMA Note 0.875% Due 8/2/2019	225,000.00	07/29/2016 0.93 %	224,622.00 224,642.71	99.61 1.01 %	224,125.20 322.66	1.02 % (517.51)	Aaa / AA+ AAA	2.84 2.79
313380FB8	FHLB Note 1.375% Due 9/13/2019	400,000.00	06/23/2016 1.05 %	404,080.00 403,736.53	101.02 1.02 %	404,096.80 275.00	1.83 % 360.27	Aaa / AA+ NR	2.95 2.89
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	500,000.00	05/27/2015 1.51 %	494,500.00 496,204.03	100.71 1.01 %	503,530.00 3,107.64	2.30 % 7,325.97	Aaa / AA+ AAA	3.01 2.93
3135G0ZY2	FNMA Note 1.75% Due 11/26/2019	325,000.00	07/31/2015 1.50 %	328,447.28 327,512.87	102.23 1.03 %	332,258.55 1,974.83	1.52 % 4,745.68	Aaa / AA+ AAA	3.16 3.05
313381C94	FHLB Note 1.25% Due 12/13/2019	500,000.00	07/15/2016 1.06 %	503,155.00 502,964.63	100.40 1.12 %	501,978.50 1,875.00	2.28 % (986.13)	Aaa / AA+ AAA	3.20 3.12
313378J77	FHLB Note 1.875% Due 3/13/2020	500,000.00	07/12/2016 1.04 %	514,900.00 514,009.78	102.57 1.11 %	512,861.00 468.75	2.33 % (1,148.78)	Aaa / AA+ NR	3.45 3.34
Total Agency		10,275,000.00	1.14 %	10,298,158.80 10,301,143.86	0.88 %	10,348,037.50 30,691.14	47.05 % 46,893.64	Aaa / AA+ Aaa	2.15 2.11



Holdings Report

As of 9/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
COMMERCIAL PAPER									
06538BNW9	Bank of Tokyo Mitsubishi NY Discount CP 1.01% Due 1/30/2017	400,000.00	09/28/2016 1.03 %	398,619.67 398,642.11	99.66 1.03 %	398,642.11 0.00	1.81 % 0.00	P-1 / A-1 F-1	0.33 0.33
Total Commercial Paper		400,000.00	1.03 %	398,619.67 398,642.11	1.03 %	398,642.11 0.00	1.81 % 0.00	P-1 / A-1 F-1	0.33 0.33
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund	78,431.63	Various 0.00 %	78,431.63 78,431.63	1.00 0.00 %	78,431.63 0.00	0.36 % 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		78,431.63	N/A	78,431.63 78,431.63	0.00 %	78,431.63 0.00	0.36 % 0.00	Aaa / AAA NR	0.00 0.00
US CORPORATE									
458140AH3	Intel Corp Note 1.95% Due 10/1/2016	285,000.00	12/19/2013 0.79 %	294,014.55 285,000.00	100.00 1.95 %	285,000.00 2,778.75	1.30 % 0.00	A1 / A+ A+	0.00 0.00
48125VLC2	JP Morgan Chase Floating Rate Note 2.109% Due 2/6/2017	2,000,000.00	02/01/2012 2.11 %	2,000,000.00 2,000,000.00	99.77 2.79 %	1,995,300.00 6,210.13	9.07 % (4,700.00)	A3 / A- NR	0.35 0.10
36962G5W0	General Electric Capital Corp Note 2.3% Due 4/27/2017	300,000.00	04/25/2014 1.19 %	309,714.00 301,848.59	100.69 1.09 %	302,067.90 2,951.67	1.38 % 219.31	A1 / AA- AA-	0.57 0.57
91159HHD5	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 5/15/2017	300,000.00	04/29/2014 1.19 %	304,026.00 300,729.97	100.29 1.11 %	300,873.60 1,870.00	1.37 % 143.63	A1 / A+ AA	0.62 0.54
94974BFG0	Wells Fargo Corp Note 1.5% Due 1/16/2018	300,000.00	09/09/2014 1.64 %	298,596.00 299,458.59	100.13 1.40 %	300,381.90 937.50	1.37 % 923.31	A2 / A AA-	1.30 1.27
808513AK1	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 3/10/2018	315,000.00	Various 1.50 %	314,969.60 314,992.54	100.36 1.23 %	316,146.92 275.63	1.43 % 1,154.38	A2 / A A	1.44 1.34
747525AG8	Qualcomm Inc Note 1.4% Due 5/18/2018	370,000.00	Various 1.45 %	369,416.00 369,682.49	100.16 1.30 %	370,590.52 1,884.95	1.69 % 908.03	A1 / A+ NR	1.63 1.60
166764BA7	Chevron Corp Note 1.79% Due 11/16/2018	310,000.00	11/09/2015 1.79 %	310,000.00 310,000.00	101.04 1.29 %	313,209.74 2,080.88	1.43 % 3,209.74	Aa2 / AA- NR	2.13 2.07
037833BQ2	Apple Inc Note 1.7% Due 2/22/2019	300,000.00	02/16/2016 1.71 %	299,949.00 299,959.29	101.13 1.22 %	303,398.10 538.33	1.38 % 3,438.81	Aa1 / AA+ NR	2.40 2.34
89236TDE2	Toyota Motor Credit Corp Note 1.4% Due 5/20/2019	300,000.00	05/17/2016 1.45 %	299,580.00 299,631.40	100.13 1.35 %	300,376.80 1,528.33	1.37 % 745.40	Aa3 / AA- A	2.64 2.57
594918BN3	Microsoft Note 1.1% Due 8/8/2019	280,000.00	08/01/2016 1.14 %	279,711.60 279,725.82	99.68 1.21 %	279,107.08 453.44	1.27 % (618.74)	Aaa / AAA AA+	2.85 2.80



Holdings Report

As of 9/30/16

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
69371RN36	Paccar Financial Corp Note 1.2% Due 8/12/2019	215,000.00	08/04/2016 1.20 %	215,000.00 215,000.00	99.71 1.30 %	214,368.33 358.33	0.97 % (631.67)	A1 / A+ NR	2.87 2.80
Total US Corporate		5,275,000.00	1.66 %	5,294,976.75 5,276,028.69	1.87 %	5,280,820.89 21,867.94	24.04 % 4,792.20	A1 / A+ AA-	1.16 1.03
US TREASURY									
912828UR9	US Treasury Note 0.75% Due 2/28/2018	500,000.00	12/04/2014 1.09 %	494,611.05 497,650.03	100.03 0.73 %	500,156.00 321.13	2.27 % 2,505.97	Aaa / AA+ AAA	1.41 1.41
912828RH5	US Treasury Note 1.375% Due 9/30/2018	500,000.00	12/04/2014 1.28 %	501,759.49 500,919.48	101.13 0.80 %	505,644.50 18.89	2.29 % 4,725.02	Aaa / AA+ AAA	2.00 1.97
912828WD8	US Treasury Note 1.25% Due 10/31/2018	500,000.00	10/29/2014 1.30 %	499,005.58 499,483.06	100.91 0.81 %	504,531.00 2,615.49	2.30 % 5,047.94	Aaa / AA+ AAA	2.08 2.05
912828SX9	US Treasury Note 1.125% Due 5/31/2019	495,000.00	09/29/2015 1.14 %	494,788.96 494,846.80	100.74 0.84 %	498,673.89 1,871.47	2.27 % 3,827.09	Aaa / AA+ AAA	2.67 2.61
912828UB4	US Treasury Note 1% Due 11/30/2019	500,000.00	10/29/2015 1.37 %	492,736.05 494,376.77	100.20 0.94 %	500,996.00 1,680.33	2.28 % 6,619.23	Aaa / AA+ AAA	3.17 3.10
912828UL2	US Treasury Note 1.375% Due 1/31/2020	500,000.00	01/06/2016 1.55 %	496,525.11 497,152.23	101.31 0.98 %	506,543.00 1,158.29	2.30 % 9,390.77	Aaa / AA+ AAA	3.34 3.25
912828UV0	US Treasury Note 1.125% Due 3/31/2020	500,000.00	02/09/2016 1.05 %	501,446.99 501,222.90	100.48 0.98 %	502,402.50 15.45	2.28 % 1,179.60	Aaa / AA+ AAA	3.50 3.43
912828VA5	US Treasury Note 1.125% Due 4/30/2020	480,000.00	01/28/2016 1.32 %	476,064.11 476,687.57	100.43 1.00 %	482,043.84 2,265.00	2.20 % 5,356.27	Aaa / AA+ AAA	3.58 3.49
Total US Treasury		3,975,000.00	1.26 %	3,956,937.34 3,962,338.84	0.89 %	4,000,990.73 9,946.05	18.18 % 38,651.89	Aaa / AA+ Aaa	2.72 2.66
TOTAL PORTFOLIO		21,888,952.29	1.26 %	21,912,779.65 21,902,225.69	1.13 %	21,993,378.30 63,329.03	100.00 % 91,152.61	Aa1 / AA Aaa	1.98 1.78
TOTAL MARKET VALUE PLUS ACCRUED						22,056,707.33			



Transaction Ledger

8/31/16 Thru 9/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/01/2016	31846V203	1,005,556.11	First American Govt Obligation Fund	1.000		1,005,556.11	0.00	1,005,556.11	0.00
Purchase	09/01/2016	31846V203	1.38	First American Govt Obligation Fund	1.000		1.38	0.00	1.38	0.00
Purchase	09/08/2016	31846V203	5,625.00	First American Govt Obligation Fund	1.000		5,625.00	0.00	5,625.00	0.00
Purchase	09/10/2016	31846V203	2,362.50	First American Govt Obligation Fund	1.000		2,362.50	0.00	2,362.50	0.00
Purchase	09/13/2016	31846V203	7,437.50	First American Govt Obligation Fund	1.000		7,437.50	0.00	7,437.50	0.00
Purchase	09/15/2016	31846V203	214.67	First American Govt Obligation Fund	1.000		214.67	0.00	214.67	0.00
Purchase	09/15/2016	31846V203	164.13	First American Govt Obligation Fund	1.000		164.13	0.00	164.13	0.00
Purchase	09/15/2016	31846V203	156.04	First American Govt Obligation Fund	1.000		156.04	0.00	156.04	0.00
Purchase	09/15/2016	31846V203	253.96	First American Govt Obligation Fund	1.000		253.96	0.00	253.96	0.00
Purchase	09/15/2016	31846V203	150.58	First American Govt Obligation Fund	1.000		150.58	0.00	150.58	0.00
Purchase	09/15/2016	31846V203	13,046.42	First American Govt Obligation Fund	1.000		13,046.42	0.00	13,046.42	0.00
Purchase	09/15/2016	31846V203	13,741.61	First American Govt Obligation Fund	1.000		13,741.61	0.00	13,741.61	0.00
Purchase	09/15/2016	31846V203	11,432.13	First American Govt Obligation Fund	1.000		11,432.13	0.00	11,432.13	0.00
Purchase	09/15/2016	31846V203	12,047.54	First American Govt Obligation Fund	1.000		12,047.54	0.00	12,047.54	0.00
Purchase	09/15/2016	31846V203	13,352.00	First American Govt Obligation Fund	1.000		13,352.00	0.00	13,352.00	0.00
Purchase	09/19/2016	31846V203	11,048.61	First American Govt Obligation Fund	1.000		11,048.61	0.00	11,048.61	0.00
Purchase	09/21/2016	31846V203	242.67	First American Govt Obligation Fund	1.000		242.67	0.00	242.67	0.00
Purchase	09/29/2016	06538BNW9	400,000.00	Bank of Tokyo Mitsubishi NY Discount CP 1.01% Due 1/30/2017	99.655	1.03 %	398,619.67	0.00	398,619.67	0.00
Purchase	09/29/2016	31846V203	4,906.25	First American Govt Obligation Fund	1.000		4,906.25	0.00	4,906.25	0.00
Purchase	09/29/2016	31846V203	350,000.00	First American Govt Obligation Fund	1.000		350,000.00	0.00	350,000.00	0.00
Purchase	09/30/2016	31846V203	6,250.00	First American Govt Obligation Fund	1.000		6,250.00	0.00	6,250.00	0.00
	Subtotal		1,857,989.10				1,856,608.77	0.00	1,856,608.77	0.00
Short Sale	09/29/2016	31846V203	-398,619.67	First American Govt Obligation Fund	1.000		-398,619.67	0.00	-398,619.67	0.00
	Subtotal		-398,619.67				-398,619.67	0.00	-398,619.67	0.00
TOTAL ACQUISITIONS			1,459,369.43				1,457,989.10	0.00	1,457,989.10	0.00



Transaction Ledger

8/31/16 Thru 9/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Closing Purchase	09/29/2016	31846V203	-398,619.67	First American Govt Obligation Fund	1.000		-398,619.67	0.00	-398,619.67	0.00
	Subtotal		-398,619.67				-398,619.67	0.00	-398,619.67	0.00
Sale	09/01/2016	084670BD9	1,000,000.00	Berkshire Hathaway Note 1.9% Due 1/31/2017	100.392	0.95 %	1,003,920.00	1,636.11	1,005,556.11	2,752.39
Sale	09/29/2016	31846V203	398,619.67	First American Govt Obligation Fund	1.000		398,619.67	0.00	398,619.67	0.00
	Subtotal		1,398,619.67				1,402,539.67	1,636.11	1,404,175.78	2,752.39
Paydown	09/15/2016	161571GC2	0.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	100.000		0.00	164.13	164.13	0.00
Paydown	09/15/2016	43814HAC2	12,954.87	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		12,954.87	91.55	13,046.42	0.00
Paydown	09/15/2016	43814QAC2	0.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	100.000		0.00	150.58	150.58	0.00
Paydown	09/15/2016	477877AD6	13,554.93	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		13,554.93	186.68	13,741.61	0.00
Paydown	09/15/2016	47787VAC5	11,334.78	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		11,334.78	97.35	11,432.13	0.00
Paydown	09/15/2016	47788MAB6	0.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	100.000		0.00	253.96	253.96	0.00
Paydown	09/15/2016	65478WAB1	0.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	100.000		0.00	156.04	156.04	0.00
Paydown	09/15/2016	89231MAC9	12,010.08	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		12,010.08	37.46	12,047.54	0.00
Paydown	09/15/2016	89231TAB6	13,285.23	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	100.000		13,285.23	66.77	13,352.00	0.00
Paydown	09/15/2016	89236WAC2	0.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	100.000		0.00	214.67	214.67	0.00
Paydown	09/19/2016	43814GAC4	10,988.11	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		10,988.11	60.50	11,048.61	0.00
Paydown	09/21/2016	43813NAC0	0.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	100.000		0.00	242.67	242.67	0.00
	Subtotal		74,128.00				74,128.00	1,722.36	75,850.36	0.00



Transaction Ledger

8/31/16 Thru 9/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	09/29/2016	88579YAD3	350,000.00	3M Co. Note 1.375% Due 9/29/2016	100.000		350,000.00	0.00	350,000.00	0.00
	Subtotal		350,000.00				350,000.00	0.00	350,000.00	0.00
Security Withdrawal	09/01/2016	31846V203	2,000,000.00	First American Govt Obligation Fund	1.000		2,000,000.00	0.00	2,000,000.00	0.00
Security Withdrawal	09/12/2016	31846V203	1,602.91	First American Govt Obligation Fund	1.000		1,602.91	0.00	1,602.91	0.00
Security Withdrawal	09/26/2016	31846V203	104.17	First American Govt Obligation Fund	1.000		104.17	0.00	104.17	0.00
	Subtotal		2,001,707.08				2,001,707.08	0.00	2,001,707.08	0.00
TOTAL DISPOSITIONS			3,425,835.08				3,429,755.08	3,358.47	3,433,113.55	2,752.39
OTHER TRANSACTIONS										
Interest	09/08/2016	3133782M2	500,000.00	FHLB Note 1.5% Due 3/8/2019	0.000		3,750.00	0.00	3,750.00	0.00
Interest	09/08/2016	3137EADC0	375,000.00	FHLMC Note 1% Due 3/8/2017	0.000		1,875.00	0.00	1,875.00	0.00
Interest	09/10/2016	808513AK1	315,000.00	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 3/10/2018	0.000		2,362.50	0.00	2,362.50	0.00
Interest	09/13/2016	313378J77	500,000.00	FHLB Note 1.875% Due 3/13/2020	0.000		4,687.50	0.00	4,687.50	0.00
Interest	09/13/2016	313380FB8	400,000.00	FHLB Note 1.375% Due 9/13/2019	0.000		2,750.00	0.00	2,750.00	0.00
Interest	09/29/2016	3137EADL0	500,000.00	FHLMC Note 1% Due 9/29/2017	0.000		2,500.00	0.00	2,500.00	0.00
Interest	09/29/2016	88579YAD3	350,000.00	3M Co. Note 1.375% Due 9/29/2016	0.000		2,406.25	0.00	2,406.25	0.00
Interest	09/30/2016	912828RH5	500,000.00	US Treasury Note 1.375% Due 9/30/2018	0.000		3,437.50	0.00	3,437.50	0.00
Interest	09/30/2016	912828UV0	500,000.00	US Treasury Note 1.125% Due 3/31/2020	0.000		2,812.50	0.00	2,812.50	0.00
	Subtotal		3,940,000.00				26,581.25	0.00	26,581.25	0.00



Transaction Ledger

8/31/16 Thru 9/30/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	09/01/2016	31846V203	2,026,325.39	First American Govt Obligation Fund	0.000		1.38	0.00	1.38	0.00
	Subtotal		2,026,325.39				1.38	0.00	1.38	0.00
TOTAL OTHER TRANSACTIONS			5,966,325.39				26,582.63	0.00	26,582.63	0.00



Income Earned

8/31/16 Thru 9/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
Fixed Income						
037833BQ2	Apple Inc Note 1.7% Due 02/22/2019	02/16/2016 02/23/2016 300,000.00	299,957.90 0.00 0.00 299,959.29	113.33 0.00 538.33 425.00	1.39 0.00 1.39 426.39	0.00 0.00 0.00 426.39
084670BD9	Berkshire Hathaway Note Due 01/31/2017	04/11/2012 04/11/2012 0.00	1,001,167.61 0.00 1,001,167.61 0.00	1,636.11 1,636.11 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
161571GC2	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	09/03/2015 09/04/2015 195,000.00	195,181.48 0.00 0.00 195,174.45	87.53 164.13 87.53 164.13	0.00 7.03 (7.03) 157.10	0.00 0.00 0.00 157.10
166764BA7	Chevron Corp Note 1.79% Due 11/16/2018	11/09/2015 11/17/2015 310,000.00	310,000.00 0.00 0.00 310,000.00	1,618.46 0.00 2,080.88 462.42	0.00 0.00 0.00 462.42	0.00 0.00 0.00 462.42
3130A4GJ5	FHLB Note 1.125% Due 04/25/2018	05/27/2015 05/28/2015 500,000.00	500,829.41 0.00 0.00 500,788.01	1,968.75 0.00 2,437.50 468.75	0.00 41.40 (41.40) 427.35	0.00 0.00 0.00 427.35
3133782M2	FHLB Note 1.5% Due 03/08/2019	02/09/2016 02/10/2016 500,000.00	506,308.18 0.00 0.00 506,102.03	3,604.17 3,750.00 479.17 625.00	0.00 206.15 (206.15) 418.85	0.00 0.00 0.00 418.85
313378J77	FHLB Note 1.875% Due 03/13/2020	07/12/2016 07/13/2016 500,000.00	514,343.61 0.00 0.00 514,009.78	4,375.00 4,687.50 468.75 781.25	0.00 333.83 (333.83) 447.42	0.00 0.00 0.00 447.42
313379EE5	FHLB Note 1.625% Due 06/14/2019	Various Various 480,000.00	486,942.30 0.00 0.00 486,737.31	1,668.34 0.00 2,318.34 650.00	0.00 204.99 (204.99) 445.01	0.00 0.00 0.00 445.01
313380FB8	FHLB Note 1.375% Due 09/13/2019	06/23/2016 06/24/2016 400,000.00	403,840.61 0.00 0.00 403,736.53	2,566.67 2,750.00 275.00 458.33	0.00 104.08 (104.08) 354.25	0.00 0.00 0.00 354.25
313381C94	FHLB Note 1.25% Due 12/13/2019	07/15/2016 07/18/2016 500,000.00	503,040.78 0.00 0.00 502,964.63	1,354.17 0.00 1,875.00 520.83	0.00 76.15 (76.15) 444.68	0.00 0.00 0.00 444.68



Income Earned

8/31/16 Thru 9/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3133ECWV2	FFCB Note 0.875% Due 12/07/2016	08/07/2013 08/08/2013 500,000.00	500,010.36 0.00 0.00 500,007.16	1,020.83 0.00 1,385.42 364.59	0.00 3.20 (3.20) 361.39	0.00 0.00 361.39
3133EDDV1	FFCB Note 1.16% Due 10/23/2017	01/29/2015 01/30/2015 185,000.00	185,603.54 0.00 0.00 185,560.12	763.02 0.00 941.86 178.84	0.00 43.42 (43.42) 135.42	0.00 0.00 135.42
3133EEQM5	FFCB Note 1.11% Due 02/20/2018	08/28/2015 08/31/2015 510,000.00	511,226.96 0.00 0.00 511,158.42	172.98 0.00 644.73 471.75	0.00 68.54 (68.54) 403.21	0.00 0.00 403.21
3133EFW52	FFCB Note 1.15% Due 07/01/2019	04/25/2016 04/26/2016 600,000.00	600,363.02 0.00 0.00 600,352.48	1,150.00 0.00 1,725.00 575.00	0.00 10.54 (10.54) 564.46	0.00 0.00 564.46
3135G0E33	FNMA Note 1.125% Due 07/20/2018	Various Various 500,000.00	499,350.87 0.00 0.00 499,379.21	640.62 0.00 1,109.38 468.76	28.34 0.00 28.34 497.10	0.00 0.00 497.10
3135G0E58	FNMA Note 1.125% Due 10/19/2018	Various Various 495,000.00	494,808.34 0.00 0.00 494,815.73	2,041.88 0.00 2,505.94 464.06	14.02 6.63 7.39 471.45	0.00 0.00 471.45
3135G0G72	FNMA Note 1.125% Due 12/14/2018	10/30/2015 11/03/2015 515,000.00	514,437.14 0.00 0.00 514,457.39	1,239.22 0.00 1,722.03 482.81	20.25 0.00 20.25 503.06	0.00 0.00 503.06
3135G0H63	FNMA Note 1.375% Due 01/28/2019	01/06/2016 01/08/2016 500,000.00	499,870.04 0.00 0.00 499,874.48	630.21 0.00 1,203.13 572.92	4.44 0.00 4.44 577.36	0.00 0.00 577.36
3135G0N33	FNMA Note 0.875% Due 08/02/2019	07/29/2016 08/02/2016 225,000.00	224,632.36 0.00 0.00 224,642.71	158.59 0.00 322.66 164.07	10.35 0.00 10.35 174.42	0.00 0.00 174.42
3135G0WJ8	FNMA Note 0.875% Due 05/21/2018	Various Various 500,000.00	495,324.24 0.00 0.00 495,547.96	1,215.28 0.00 1,579.86 364.58	223.72 0.00 223.72 588.30	0.00 0.00 588.30
3135G0ZY2	FNMA Note 1.75% Due 11/26/2019	07/31/2015 07/31/2015 325,000.00	327,578.36 0.00 0.00 327,512.87	1,500.87 0.00 1,974.83 473.96	0.00 65.49 (65.49) 408.47	0.00 0.00 408.47



Income Earned

8/31/16 Thru 9/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3137EADC0	FHLMC Note 1% Due 03/08/2017	07/26/2013 07/29/2013 375,000.00	375,017.12 0.00 0.00 375,014.39	1,802.08 1,875.00 239.58 312.50	0.00 2.73 (2.73) 309.77	0.00 309.77
3137EADH9	FHLMC Note 1% Due 06/29/2017	01/29/2015 01/30/2015 190,000.00	190,434.28 0.00 0.00 190,391.00	327.22 0.00 485.56 158.34	0.00 43.28 (43.28) 115.06	0.00 115.06
3137EADK2	FHLMC Note 1.25% Due 08/01/2019	04/29/2015 05/01/2015 500,000.00	497,862.41 0.00 0.00 497,922.68	520.83 0.00 1,041.67 520.84	60.27 0.00 60.27 581.11	0.00 581.11
3137EADL0	FHLMC Note 1% Due 09/29/2017	07/31/2014 07/31/2014 500,000.00	499,019.71 0.00 0.00 499,094.54	2,111.11 2,500.00 27.78 416.67	74.83 0.00 74.83 491.50	0.00 491.50
3137EADM8	FHLMC Note 1.25% Due 10/02/2019	05/27/2015 05/28/2015 500,000.00	496,100.13 0.00 0.00 496,204.03	2,586.81 0.00 3,107.64 520.83	103.90 0.00 103.90 624.73	0.00 624.73
3137EADZ9	FHLMC Note 1.125% Due 04/15/2019	03/18/2016 03/21/2016 475,000.00	474,866.20 0.00 0.00 474,870.40	2,375.00 0.00 2,820.31 445.31	4.20 0.00 4.20 449.51	0.00 449.51
36962G5W0	General Electric Capital Corp Note 2.3% Due 04/27/2017	04/25/2014 04/30/2014 300,000.00	302,115.22 0.00 0.00 301,848.59	2,376.67 0.00 2,951.67 575.00	0.00 266.63 (266.63) 308.37	0.00 308.37
43813NAC0	Honda Auto Receivables 2015-2 A3 1.04% Due 02/21/2019	05/13/2015 05/20/2015 280,000.00	279,971.73 0.00 0.00 279,972.67	80.89 242.67 80.89 242.67	0.94 0.00 0.94 243.61	0.00 243.61
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 03/19/2018	05/13/2014 05/21/2014 83,299.21	94,284.64 0.00 10,988.11 83,297.11	26.22 60.50 23.16 57.44	0.58 0.00 0.58 58.02	0.00 58.02
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 06/15/2018	08/12/2014 08/20/2014 111,879.84	124,827.51 0.00 12,954.87 111,873.99	48.82 91.55 43.76 86.49	1.35 0.00 1.35 87.84	0.00 87.84
43814QAC2	Honda Auto Receivables 2016-2 A3 1.39% Due 04/15/2020	05/24/2016 05/31/2016 130,000.00	129,997.65 0.00 0.00 129,997.70	80.31 150.58 80.31 150.58	0.05 0.00 0.05 150.63	0.00 150.63



Income Earned

8/31/16 Thru 9/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
458140AH3	Intel Corp Note 1.95% Due 10/01/2016	12/19/2013 12/24/2013 285,000.00	285,267.23 0.00 0.00 285,000.00	2,315.63 0.00 2,778.75 463.12	0.00 267.23 (267.23) 195.89	0.00 195.89
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	Various Various 195,801.45	209,371.39 0.00 13,554.93 195,814.53	99.56 186.68 93.12 180.24	1.88 3.81 (1.93) 178.31	0.00 178.31
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 04/16/2018	04/02/2014 04/09/2014 115,648.63	126,979.24 0.00 11,334.78 115,645.33	51.92 97.35 47.29 92.72	0.87 0.00 0.87 93.59	0.00 93.59
47788MAB6	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	02/23/2016 03/02/2016 265,000.00	264,999.36 0.00 0.00 264,999.39	135.44 253.96 135.44 253.96	0.03 0.00 0.03 253.99	0.00 253.99
48125VLC2	JP Morgan Chase Floating Rate Note 2.109% Due 02/06/2017	02/01/2012 02/06/2012 2,000,000.00	2,000,000.00 0.00 0.00 2,000,000.00	2,694.96 0.00 6,210.13 3,515.17	0.00 0.00 0.00 3,515.17	0.00 3,515.17
594918BN3	Microsoft Note 1.1% Due 08/08/2019	08/01/2016 08/08/2016 280,000.00	279,717.92 0.00 0.00 279,725.82	196.78 0.00 453.44 256.66	7.90 0.00 7.90 264.56	0.00 264.56
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 05/15/2019	08/02/2016 08/10/2016 150,000.00	149,994.22 0.00 0.00 149,994.39	93.63 156.04 71.33 133.74	0.17 0.00 0.17 133.91	0.00 133.91
69371RN36	Paccar Financial Corp Note 1.2% Due 08/12/2019	08/04/2016 08/11/2016 215,000.00	215,000.00 0.00 0.00 215,000.00	143.33 0.00 358.33 215.00	0.00 0.00 0.00 215.00	0.00 215.00
747525AG8	Qualcomm Inc Note 1.4% Due 05/18/2018	Various Various 370,000.00	369,666.46 0.00 0.00 369,682.49	1,453.28 0.00 1,884.95 431.67	16.03 0.00 16.03 447.70	0.00 447.70
808513AK1	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 03/10/2018	Various Various 315,000.00	314,992.11 0.00 0.00 314,992.54	2,244.38 2,362.50 275.63 393.75	9.14 8.71 0.43 394.18	0.00 394.18
88579YAD3	3M Co. Note Due 09/29/2016	08/07/2013 08/12/2013 0.00	350,142.63 0.00 350,000.00 0.00	2,031.94 2,406.25 0.00 374.31	0.00 142.63 (142.63) 231.68	0.00 231.68



Income Earned

8/31/16 Thru 9/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	03/11/2014 03/19/2014 55,083.09	67,091.52 0.00 12,010.08 55,082.03	19.98 37.46 16.40 33.88	0.59 0.00 0.59 34.47	0.00 34.47
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 02/15/2018	08/18/2015 08/26/2015 73,808.44	87,089.55 0.00 13,285.23 73,805.15	35.61 66.77 30.18 61.34	0.83 0.00 0.83 62.17	0.00 62.17
89236TDE2	Toyota Motor Credit Corp Note 1.4% Due 05/20/2019	05/17/2016 05/20/2016 300,000.00	299,619.89 0.00 0.00 299,631.40	1,178.33 0.00 1,528.33 350.00	11.51 0.00 11.51 361.51	0.00 361.51
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 02/15/2019	02/24/2015 03/04/2015 230,000.00	229,982.85 0.00 0.00 229,983.82	114.49 214.67 114.49 214.67	0.97 0.00 0.97 215.64	0.00 215.64
91159HHD5	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 05/15/2017	04/29/2014 04/30/2014 300,000.00	300,841.70 0.00 0.00 300,729.97	1,457.50 0.00 1,870.00 412.50	0.00 111.73 (111.73) 300.77	0.00 300.77
912828RH5	US Treasury Note 1.375% Due 09/30/2018	12/04/2014 12/05/2014 500,000.00	500,957.31 0.00 0.00 500,919.48	2,892.76 3,437.50 18.89 563.63	0.00 37.83 (37.83) 525.80	0.00 525.80
912828SX9	US Treasury Note 1.125% Due 05/31/2019	09/29/2015 09/30/2015 495,000.00	494,842.07 0.00 0.00 494,846.80	1,415.01 0.00 1,871.47 456.46	4.73 0.00 4.73 461.19	0.00 461.19
912828UB4	US Treasury Note 1% Due 11/30/2019	10/29/2015 10/30/2015 500,000.00	494,230.71 0.00 0.00 494,376.77	1,270.49 0.00 1,680.33 409.84	146.06 0.00 146.06 555.90	0.00 555.90
912828UL2	US Treasury Note 1.375% Due 01/31/2020	01/06/2016 01/07/2016 500,000.00	497,082.03 0.00 0.00 497,152.23	597.83 0.00 1,158.29 560.46	70.20 0.00 70.20 630.66	0.00 630.66
912828UR9	US Treasury Note 0.75% Due 02/28/2018	12/04/2014 12/05/2014 500,000.00	497,513.14 0.00 0.00 497,650.03	10.36 0.00 321.13 310.77	136.89 0.00 136.89 447.66	0.00 447.66
912828UV0	US Treasury Note 1.125% Due 03/31/2020	02/09/2016 02/10/2016 500,000.00	501,251.63 0.00 0.00 501,222.90	2,366.80 2,812.50 15.45 461.15	0.00 28.73 (28.73) 432.42	0.00 432.42



Income Earned

8/31/16 Thru 9/30/16

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
912828VA5	US Treasury Note 1.125% Due 04/30/2020	01/28/2016 01/29/2016 480,000.00	476,611.54 0.00 0.00 476,687.57	1,815.00 0.00 2,265.00 450.00	76.03 0.00 76.03 526.03	0.00 526.03
912828WD8	US Treasury Note 1.25% Due 10/31/2018	10/29/2014 10/30/2014 500,000.00	499,462.66 0.00 0.00 499,483.06	2,105.98 0.00 2,615.49 509.51	20.40 0.00 20.40 529.91	0.00 529.91
94974BFG0	Wells Fargo Corp Note 1.5% Due 01/16/2018	09/09/2014 09/10/2014 300,000.00	299,424.18 0.00 0.00 299,458.59	562.50 0.00 937.50 375.00	34.41 0.00 34.41 409.41	0.00 409.41
			22,851,445.05	69,165.48	1,087.27	
			0.00	29,939.72	2,084.76	
TOTAL Fixed Income			21,410,520.66	63,329.03	(997.49)	0.00
				24,103.27	23,105.78	23,105.78
Cash & Equivalent						
06538BNW9	Bank of Tokyo Mitsubishi NY Discount CP 1.01% Due 01/30/2017	09/28/2016 09/29/2016 400,000.00	0.00 398,619.67 0.00 398,642.11	0.00 0.00 0.00 0.00	22.44 0.00 22.44 22.44	0.00 22.44
31846V203	First American Govt Obligation Fund	Various Various 78,431.63	1,020,769.28 1,059,369.43 2,001,707.08 78,431.63	0.00 1.38 0.00 1.38	0.00 0.00 0.00 1.38	0.00 0.00 1.38
			1,020,769.28	0.00	22.44	
			1,457,989.10	1.38	0.00	
TOTAL Cash & Equivalent			478,431.63	0.00	22.44	0.00
				1.38	23.82	23.82
			23,872,214.33	69,165.48	1,109.71	
			1,457,989.10	29,941.10	2,084.76	
TOTAL PORTFOLIO			21,888,952.29	63,329.03	(975.05)	0.00
				24,104.65	23,129.60	23,129.60



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/01/2016	Maturity	458140AH3	285,000.00	Intel Corp Note	285,000.00	2,778.75	287,778.75
10/02/2016	Interest	3137EADM8	500,000.00	FHLMC Note 1.25% Due 10/2/2019	0.00	3,125.00	3,125.00
10/15/2016	Interest	3137EADZ9	475,000.00	FHLMC Note 1.125% Due 4/15/2019	0.00	3,028.13	3,028.13
10/15/2016	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	12,230.43	82.05	12,312.48
10/15/2016	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	17,082.64	174.59	17,257.23
10/15/2016	Paydown	47787VAC5	115,648.63	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	18,469.64	88.66	18,558.30
10/15/2016	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	16,634.98	253.96	16,888.94
10/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	16,457.52	214.67	16,672.19
10/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	164.13	164.13
10/15/2016	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,950.34	150.58	3,100.92
10/15/2016	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,623.03	133.75	4,756.78
10/15/2016	Paydown	89231MAC9	55,083.09	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	11,959.68	30.75	11,990.43
10/15/2016	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	5,771.70	56.59	5,828.29
10/18/2016	Paydown	43814GAC4	83,299.21	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	11,879.13	53.45	11,932.58
10/19/2016	Interest	3135G0E58	495,000.00	FNMA Note 1.125% Due 10/19/2018	0.00	2,784.38	2,784.38
10/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	12,838.83	242.67	13,081.50
10/23/2016	Interest	3133EDDV1	185,000.00	FFCB Note 1.16% Due 10/23/2017	0.00	1,073.00	1,073.00
10/25/2016	Interest	3130A4GJ5	500,000.00	FHLB Note 1.125% Due 4/25/2018	0.00	2,812.50	2,812.50
10/27/2016	Interest	36962G5W0	300,000.00	General Electric Capital Corp Note 2.3% Due 4/27/2017	0.00	3,450.00	3,450.00
10/31/2016	Interest	912828VA5	480,000.00	US Treasury Note 1.125% Due 4/30/2020	0.00	2,700.00	2,700.00



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/31/2016	Interest	912828WD8	500,000.00	US Treasury Note 1.25% Due 10/31/2018	0.00	3,125.00	3,125.00
Oct 2016					415,897.92	26,522.61	442,420.53
11/08/2016	Interest	48125VLC2	2,000,000.00	JP Morgan Chase Floating Rate Note 2.109% Due 2/6/2017	0.00	10,545.50	10,545.50
11/15/2016	Interest	91159HHD5	300,000.00	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 5/15/2017	0.00	2,475.00	2,475.00
11/15/2016	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	12,018.35	73.08	12,091.43
11/15/2016	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	16,609.37	159.35	16,768.72
11/15/2016	Paydown	89231MAC9	55,083.09	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	11,488.69	24.08	11,512.77
11/15/2016	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	5,593.72	52.16	5,645.88
11/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	16,093.63	199.31	16,292.94
11/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,047.40	164.13	8,211.53
11/15/2016	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,953.75	147.17	3,100.92
11/15/2016	Paydown	47787VAC5	115,648.63	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	17,821.42	74.50	17,895.92
11/15/2016	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	16,147.84	238.02	16,385.86
11/15/2016	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,627.15	129.63	4,756.78
11/16/2016	Interest	166764BA7	310,000.00	Chevron Corp Note 1.79% Due 11/16/2018	0.00	2,774.50	2,774.50
11/18/2016	Paydown	43814GAC4	83,299.21	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	11,460.88	45.83	11,506.71
11/20/2016	Interest	747525AG8	370,000.00	Qualcomm Inc Note 1.4% Due 5/18/2018	0.00	2,590.00	2,590.00
11/20/2016	Interest	89236TDE2	300,000.00	Toyota Motor Credit Corp Note 1.4% Due 5/20/2019	0.00	2,100.00	2,100.00
11/21/2016	Interest	3135G0WJ8	500,000.00	FNMA Note 0.875% Due 5/21/2018	0.00	2,187.50	2,187.50
11/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	12,614.14	231.54	12,845.68



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/26/2016	Interest	3135G0ZY2	325,000.00	FNMA Note 1.75% Due 11/26/2019	0.00	2,843.75	2,843.75
11/30/2016	Interest	912828SX9	495,000.00	US Treasury Note 1.125% Due 5/31/2019	0.00	2,784.38	2,784.38
11/30/2016	Interest	912828UB4	500,000.00	US Treasury Note 1% Due 11/30/2019	0.00	2,500.00	2,500.00
Nov 2016					135,476.34	32,339.43	167,815.77
12/07/2016	Maturity	3133ECWV2	500,000.00	FFCB Note 0.875% Due 12/7/2016	500,000.00	2,187.50	502,187.50
12/13/2016	Interest	313381C94	500,000.00	FHLB Note 1.25% Due 12/13/2019	0.00	3,125.00	3,125.00
12/14/2016	Interest	313379EE5	480,000.00	FHLB Note 1.625% Due 6/14/2019	0.00	3,900.00	3,900.00
12/14/2016	Interest	3135G0G72	515,000.00	FNMA Note 1.125% Due 12/14/2018	0.00	2,896.88	2,896.88
12/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,054.11	157.35	8,211.46
12/15/2016	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	11,799.26	64.26	11,863.52
12/15/2016	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	16,135.28	144.55	16,279.83
12/15/2016	Paydown	47787VAC5	115,648.63	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	17,172.45	60.84	17,233.29
12/15/2016	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	15,658.68	222.54	15,881.22
12/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	15,729.31	184.29	15,913.60
12/15/2016	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,957.18	143.74	3,100.92
12/15/2016	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,631.28	125.50	4,756.78
12/15/2016	Paydown	89231MAC9	55,083.09	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	11,017.17	17.66	11,034.83
12/15/2016	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	5,415.59	47.87	5,463.46
12/18/2016	Paydown	43814GAC4	83,299.21	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	11,042.23	38.47	11,080.70
12/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	12,389.14	220.61	12,609.75
12/29/2016	Interest	3137EADH9	190,000.00	FHLMC Note 1% Due 6/29/2017	0.00	950.00	950.00



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
Dec 2016					632,001.68	14,487.06	646,488.74
01/01/2017	Interest	3133EFW52	600,000.00	FFCB Note 1.15% Due 7/1/2019	0.00	3,450.00	3,450.00
01/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,060.83	150.57	8,211.40
01/15/2017	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	11,572.96	55.61	11,628.57
01/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,960.60	140.32	3,100.92
01/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	15,660.42	130.16	15,790.58
01/15/2017	Paydown	47787VAC5	115,648.63	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	16,522.73	47.68	16,570.41
01/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,635.41	121.37	4,756.78
01/15/2017	Paydown	89231MAC9	55,083.09	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	10,545.09	11.51	10,556.60
01/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	5,237.30	43.72	5,281.02
01/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	15,364.58	169.60	15,534.18
01/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	15,167.50	207.54	15,375.04
01/16/2017	Interest	94974BFG0	300,000.00	Wells Fargo Corp Note 1.5% Due 1/16/2018	0.00	2,250.00	2,250.00
01/17/2017	Paydown	89231MAC9	55,083.09	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	10,072.47	0.37	10,072.84
01/18/2017	Paydown	43814GAC4	83,299.21	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	10,623.16	31.39	10,654.55
01/20/2017	Interest	3135G0E33	500,000.00	FNMA Note 1.125% Due 7/20/2018	0.00	2,812.51	2,812.51
01/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	12,163.85	209.87	12,373.72
01/28/2017	Interest	3135G0H63	500,000.00	FNMA Note 1.375% Due 1/28/2019	0.00	3,437.50	3,437.50
01/30/2017	Maturity	06538BNW9	400,000.00	Bank of Tokyo Mitsubishi NY Discount CP 1.01% Due 1/30/2017	400,000.00	0.00	400,000.00
01/31/2017	Interest	912828UL2	500,000.00	US Treasury Note 1.375% Due 1/31/2020	0.00	3,437.50	3,437.50
Jan 2017					538,586.90	16,707.22	555,294.12



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/01/2017	Interest	3137EADK2	500,000.00	FHLMC Note 1.25% Due 8/1/2019	0.00	3,125.00	3,125.00
02/02/2017	Interest	3135G0N33	225,000.00	FNMA Note 0.875% Due 8/2/2019	0.00	984.38	984.38
02/06/2017	Maturity	48125VLC2	2,000,000.00	JP Morgan Chase Floating Rate Note 2.109% Due 2/6/2017	2,000,000.00	10,311.16	2,010,311.16
02/08/2017	Interest	594918BN3	280,000.00	Microsoft Note 1.1% Due 8/8/2019	0.00	1,540.00	1,540.00
02/12/2017	Interest	69371RN36	215,000.00	Paccar Financial Corp Note 1.2% Due 8/12/2019	0.00	1,297.17	1,297.17
02/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,964.03	136.89	3,100.92
02/15/2017	Paydown	47787VAC5	115,648.63	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	15,872.27	35.01	15,907.28
02/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	14,674.29	193.00	14,867.29
02/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,639.54	117.24	4,756.78
02/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,067.54	143.79	8,211.33
02/15/2017	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	11,339.28	47.12	11,386.40
02/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	15,184.78	116.20	15,300.98
02/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	5,058.85	39.71	5,098.56
02/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	14,999.42	155.26	15,154.68
02/18/2017	Paydown	43814GAC4	83,299.21	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	10,203.69	24.57	10,228.26
02/20/2017	Interest	3133EEQM5	510,000.00	FFCB Note 1.11% Due 2/20/2018	0.00	2,830.50	2,830.50
02/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	11,938.25	199.33	12,137.58
02/23/2017	Interest	037833BQ2	300,000.00	Apple Inc Note 1.7% Due 2/22/2019	0.00	2,550.00	2,550.00
02/28/2017	Interest	912828UR9	500,000.00	US Treasury Note 0.75% Due 2/28/2018	0.00	1,875.00	1,875.00
Feb 2017					2,114,941.94	25,721.33	2,140,663.27
03/08/2017	Interest	3133782M2	500,000.00	FHLB Note 1.5% Due 3/8/2019	0.00	3,750.00	3,750.00



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/08/2017	Maturity	3137EADC0	375,000.00	FHLMC Note 1% Due 3/8/2017	375,000.00	1,875.00	376,875.00
03/10/2017	Interest	808513AK1	315,000.00	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 3/10/2018	0.00	2,362.50	2,362.50
03/13/2017	Interest	313378J77	500,000.00	FHLB Note 1.875% Due 3/13/2020	0.00	4,687.50	4,687.50
03/13/2017	Interest	313380FB8	400,000.00	FHLB Note 1.375% Due 9/13/2019	0.00	2,750.00	2,750.00
03/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,074.26	137.00	8,211.26
03/15/2017	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	11,098.03	38.81	11,136.84
03/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,967.46	133.46	3,100.92
03/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	14,708.35	102.66	14,811.01
03/15/2017	Paydown	47787VAC5	115,648.63	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	15,221.04	22.84	15,243.88
03/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,643.68	113.10	4,756.78
03/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	4,880.25	35.83	4,916.08
03/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	14,633.82	141.27	14,775.09
03/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	14,179.04	178.94	14,357.98
03/18/2017	Paydown	43814GAC4	83,299.21	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	9,783.81	18.02	9,801.83
03/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	11,712.36	188.98	11,901.34
03/29/2017	Interest	3137EADL0	500,000.00	FHLMC Note 1% Due 9/29/2017	0.00	2,500.00	2,500.00
03/31/2017	Interest	912828RH5	500,000.00	US Treasury Note 1.375% Due 9/30/2018	0.00	3,437.50	3,437.50
03/31/2017	Interest	912828UV0	500,000.00	US Treasury Note 1.125% Due 3/31/2020	0.00	2,812.50	2,812.50
Mar 2017					486,902.10	25,285.91	512,188.01
04/02/2017	Interest	3137EADM8	500,000.00	FHLMC Note 1.25% Due 10/2/2019	0.00	3,125.00	3,125.00



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2017	Call	91159HHD5	300,000.00	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 5/15/2017	0.00	2,062.50	2,062.50
04/15/2017	Interest	3137EADZ9	475,000.00	FHLMC Note 1.125% Due 4/15/2019	0.00	2,671.88	2,671.88
04/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,970.90	130.02	3,100.92
04/15/2017	Paydown	47787VAC5	115,648.63	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	14,569.07	11.17	14,580.24
04/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	13,681.74	165.35	13,847.09
04/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,647.82	108.96	4,756.78
04/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,080.99	130.20	8,211.19
04/15/2017	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	10,849.03	30.67	10,879.70
04/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	14,231.13	89.55	14,320.68
04/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	4,701.50	32.09	4,733.59
04/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	14,267.81	127.61	14,395.42
04/18/2017	Paydown	43814GAC4	83,299.21	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	9,363.50	11.75	9,375.25
04/19/2017	Interest	3135G0E58	495,000.00	FNMA Note 1.125% Due 10/19/2018	0.00	2,784.38	2,784.38
04/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	11,486.17	178.83	11,665.00
04/23/2017	Interest	3133EDDV1	185,000.00	FFCB Note 1.16% Due 10/23/2017	0.00	1,073.00	1,073.00
04/25/2017	Interest	3130A4GJ5	500,000.00	FHLB Note 1.125% Due 4/25/2018	0.00	2,812.50	2,812.50
04/27/2017	Maturity	36962G5W0	300,000.00	General Electric Capital Corp Note 2.3% Due 4/27/2017	300,000.00	3,450.00	303,450.00
04/30/2017	Interest	912828VA5	480,000.00	US Treasury Note 1.125% Due 4/30/2020	0.00	2,700.00	2,700.00
04/30/2017	Interest	912828WD8	500,000.00	US Treasury Note 1.25% Due 10/31/2018	0.00	3,125.00	3,125.00
Apr 2017					408,849.66	24,820.46	433,670.12
05/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	13,182.39	152.24	13,334.63



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,087.73	123.40	8,211.13
05/15/2017	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	10,592.07	22.71	10,614.78
05/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,974.34	126.58	3,100.92
05/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	13,753.13	76.85	13,829.98
05/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,651.96	104.82	4,756.78
05/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	4,522.60	28.48	4,551.08
05/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	13,901.38	114.29	14,015.67
05/16/2017	Interest	166764BA7	310,000.00	Chevron Corp Note 1.79% Due 11/16/2018	0.00	2,774.50	2,774.50
05/18/2017	Paydown	43814GAC4	83,299.21	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	8,942.80	5.74	8,948.54
05/20/2017	Interest	747525AG8	370,000.00	Qualcomm Inc Note 1.4% Due 5/18/2018	0.00	2,590.00	2,590.00
05/20/2017	Interest	89236TDE2	300,000.00	Toyota Motor Credit Corp Note 1.4% Due 5/20/2019	0.00	2,100.00	2,100.00
05/21/2017	Interest	3135G0WJ8	500,000.00	FNMA Note 0.875% Due 5/21/2018	0.00	2,187.50	2,187.50
05/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	11,259.67	168.88	11,428.55
05/26/2017	Interest	3135G0ZY2	325,000.00	FNMA Note 1.75% Due 11/26/2019	0.00	2,843.75	2,843.75
05/31/2017	Interest	912828SX9	495,000.00	US Treasury Note 1.125% Due 5/31/2019	0.00	2,784.38	2,784.38
05/31/2017	Interest	912828UB4	500,000.00	US Treasury Note 1% Due 11/30/2019	0.00	2,500.00	2,500.00
May 2017					91,868.07	18,704.12	110,572.19
06/13/2017	Interest	313381C94	500,000.00	FHLB Note 1.25% Due 12/13/2019	0.00	3,125.00	3,125.00
06/14/2017	Interest	313379EE5	480,000.00	FHLB Note 1.625% Due 6/14/2019	0.00	3,900.00	3,900.00
06/14/2017	Interest	3135G0G72	515,000.00	FNMA Note 1.125% Due 12/14/2018	0.00	2,896.88	2,896.88
06/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,977.79	123.13	3,100.92



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	12,680.99	139.60	12,820.59
06/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,656.11	100.67	4,756.78
06/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,094.47	116.59	8,211.06
06/15/2017	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	10,326.95	14.95	10,341.90
06/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	13,274.33	64.59	13,338.92
06/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	4,343.54	25.01	4,368.55
06/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	13,534.51	101.32	13,635.83
06/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	11,032.88	159.12	11,192.00
06/29/2017	Maturity	3137EADH9	190,000.00	FHLMC Note 1% Due 6/29/2017	190,000.00	950.00	190,950.00
Jun 2017					270,921.57	11,716.86	282,638.43
07/01/2017	Interest	3133EFW52	600,000.00	FFCB Note 1.15% Due 7/1/2019	0.00	3,450.00	3,450.00
07/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,101.21	109.78	8,210.99
07/15/2017	Paydown	43814HAC2	111,879.84	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	10,053.48	7.37	10,060.85
07/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,981.24	119.68	3,100.92
07/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	12,794.75	52.75	12,847.50
07/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,660.26	96.52	4,756.78
07/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	4,164.32	21.68	4,186.00
07/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	12,177.50	127.45	12,304.95
07/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	13,167.24	88.68	13,255.92
07/16/2017	Interest	94974BFG0	300,000.00	Wells Fargo Corp Note 1.5% Due 1/16/2018	0.00	2,250.00	2,250.00
07/20/2017	Interest	3135G0E33	500,000.00	FNMA Note 1.125% Due 7/20/2018	0.00	2,812.51	2,812.51



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	10,805.78	149.56	10,955.34
07/28/2017	Interest	3135G0H63	500,000.00	FNMA Note 1.375% Due 1/28/2019	0.00	3,437.50	3,437.50
07/31/2017	Interest	912828UL2	500,000.00	US Treasury Note 1.375% Due 1/31/2020	0.00	3,437.50	3,437.50
Jul 2017					78,905.78	16,160.98	95,066.76
08/01/2017	Interest	3137EADK2	500,000.00	FHLMC Note 1.25% Due 8/1/2019	0.00	3,125.00	3,125.00
08/02/2017	Interest	3135G0N33	225,000.00	FNMA Note 0.875% Due 8/2/2019	0.00	984.38	984.38
08/08/2017	Interest	594918BN3	280,000.00	Microsoft Note 1.1% Due 8/8/2019	0.00	1,540.00	1,540.00
08/12/2017	Interest	69371RN36	215,000.00	Paccar Financial Corp Note 1.2% Due 8/12/2019	0.00	1,290.00	1,290.00
08/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,984.69	116.23	3,100.92
08/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	11,671.95	115.78	11,787.73
08/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,664.42	92.36	4,756.78
08/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,107.97	102.96	8,210.93
08/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	12,314.37	41.34	12,355.71
08/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	3,984.95	18.49	4,003.44
08/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	12,799.52	76.39	12,875.91
08/20/2017	Interest	3133EEQM5	510,000.00	FFCB Note 1.11% Due 2/20/2018	0.00	2,830.50	2,830.50
08/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	10,578.39	140.19	10,718.58
08/23/2017	Interest	037833BQ2	300,000.00	Apple Inc Note 1.7% Due 2/22/2019	0.00	2,550.00	2,550.00
08/31/2017	Interest	912828UR9	500,000.00	US Treasury Note 0.75% Due 2/28/2018	0.00	1,875.00	1,875.00
Aug 2017					67,106.26	14,898.62	82,004.88
09/08/2017	Interest	3133782M2	500,000.00	FHLB Note 1.5% Due 3/8/2019	0.00	3,750.00	3,750.00



Cash Flow Report

From 09/30/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/10/2017	Interest	808513AK1	315,000.00	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 3/10/2018	0.00	2,362.50	2,362.50
09/13/2017	Interest	313378J77	500,000.00	FHLB Note 1.875% Due 3/13/2020	0.00	4,687.50	4,687.50
09/13/2017	Interest	313380FB8	400,000.00	FHLB Note 1.375% Due 9/13/2019	0.00	2,750.00	2,750.00
09/15/2017	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	8,114.72	96.14	8,210.86
09/15/2017	Paydown	43814QAC2	130,000.00	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	2,988.15	112.77	3,100.92
09/15/2017	Paydown	477877AD6	195,801.45	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	11,833.19	30.36	11,863.55
09/15/2017	Paydown	65478WAB1	150,000.00	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	4,668.58	88.20	4,756.78
09/15/2017	Paydown	89231TAB6	73,808.44	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	3,805.41	15.44	3,820.85
09/15/2017	Paydown	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	11,164.30	104.60	11,268.90
09/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	12,431.38	64.45	12,495.83
09/21/2017	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	10,350.69	131.02	10,481.71
09/29/2017	Maturity	3137EADL0	500,000.00	FHLMC Note 1% Due 9/29/2017	500,000.00	2,500.00	502,500.00
09/30/2017	Interest	912828RH5	500,000.00	US Treasury Note 1.375% Due 9/30/2018	0.00	3,437.50	3,437.50
09/30/2017	Interest	912828UV0	500,000.00	US Treasury Note 1.125% Due 3/31/2020	0.00	2,812.50	2,812.50
Sep 2017					565,356.42	22,942.98	588,299.40
Total					5,806,814.64	250,307.58	6,057,122.22



AGENDA ITEM NO. 24

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER: *AH*
MEETING DATE: NOVEMBER 16, 2016
ORIGINATING DEPT.: PUBLIC WORKS *CH*
SUBJECT: RESOLUTION 2016-7751 AUTHORIZING A TWENTY YEAR EXTENSION TO THE STREET EASEMENT FROM THE SAN DIEGO UNIFIED PORT DISTRICT FOR A FIFTEEN FOOT RADIUS CORNER ROUNDING AT THE SOUTHWEST CORNER OF 120 ELKWOOD AVENUE FOR PUBLIC PURPOSES

EXECUTIVE SUMMARY:

The San Diego Unified Port granted the City a 48 square foot easement located at the southwest corner of the Elkwood parking lot. The initial term of this easement was 20-years (May 1, 1997 – April 30, 2017) with an option to extend for another 20-year period if the grantee provides at least 90 days written notice. This resolution will authorize staff to extend the easement with the Port through April 30, 2037.

FISCAL ANALYSIS:

None identified with this action.

RECOMMENDATION:

Adopt Resolution 2016-7751 and authorize the City Manager or his designee to provide written notice to the San Diego Unified Port to extend the terms of the existing street easement agreement for 120 Elkwood Avenue for an additional 20-year period.

OPTIONS:

- Adopt Resolution 2016-7751 authorizing a 20-year extension to the street easement from the San Diego Unified Port District for a fifteen foot radius corner rounding at the southwest corner of 120 Elwood Ave for public purpose.
- Reject Resolution 2016-7751 and let the City easement expire

BACKGROUND/ANALYSIS:

On January 21, 1998 the City authorized through Resolution 98-4860 the existing easement agreement with the San Diego Unified Port for an approximate 48 square foot easement on the southwest corner of 120 Elkwood (Elkwood Parking lot) for public improvement use. The location of this easement includes landscaping and ADA handicap ramp/sidewalk that is already maintained by the City.

The San Diego Unified Port requires that all easement agreements cover a defined period of time. If no action is taken then the current easement agreement will expire on April 30, 2017. The City has the option to extend the terms of this agreement for an additional 20-year period, which will continue this easement agreement through April 30, 2037.

ENVIRONMENTAL DETERMINATION:

None

Attachments:

1. Resolution No. 2016-7751
2. Easement Agreement

RESOLUTION NO. 2016-7751

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING A TWENTY YEAR EXTENSION TO THE STREET EASEMENT FROM THE SAN DIEGO UNIFIED PORT DISTRICT FOR A FIFTEEN FOOT RADIUS CORNER ROUNDING AT THE SOUTHWEST CORNER OF 120 ELKWOOD AVENUE FOR PUBLIC PURPOSES

WHEREAS, the San Diego Unified Port District granted the City a 48 square foot easement located at the southwest corner of 120 Elkwood for public purposes that was accepted through Resolution 98-4860; and

WHEREAS, the initial term of this easement was 20-years (May 1, 1997 – April 30, 2017) with an option to extend for another 20-year period if the grantee provides at least 90 days written notice; and

WHEREAS, the City desires to extend this easement agreement.

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

1. The above recitals are true and correct.
2. Authorizes the City Manager or his designee to notify the San Diego Unified Port District and extent the easement agreement located at the southwest corner of 120 Elkwood for an additional 20-year period.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

Recording Requested by and mail to:
District Clerk
San Diego Unified Port District
P.O. Box 488
San Diego, CA 92112
No Document Fee
Recordation for benefit of District

(8)

Attachment 2

DOC # 1998-0152594

Mar 20, 1998 3:20 PM

1319

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 0.00
DC: NA



1998-0152594

EASEMENT

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Grantor," for valuable consideration, receipt of which is hereby acknowledged, grants to CITY OF IMPERIAL BEACH, a municipal corporation, its successors and assigns, hereinafter called "Grantee," a street easement. Said easement shall be for the purposes of construction, operation, maintenance, repair, replacement, and inspection of street facilities and appurtenances, as approved in writing by Grantor.

The property in which this easement is granted is located in the County of San Diego, State of California, and is described as follows:

Approximately 48 square feet of tideland area located at the northeast corner of Elkwood Avenue and Seacoast Drive in the City of Imperial Beach, California, more particularly described and delineated on Grantor's Drawing No. 061-013 dated November 20, 1996, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

1. Grantee is further granted the right of ingress and egress to, from, and along said easement area via practical routes across the adjacent land of Grantor, said routes to be determined by Grantor from time to time.
2. This easement shall be for an initial term of twenty (20) years commencing May 1, 1997, and ending April 30, 2017 unless sooner terminated as herein provided. Grantee is given the option to extend the term of all provisions of this easement for one twenty- (20) year period following expiration of the initial term by giving written notice of exercise of said option to Grantor at least ninety (90) days before expiration of the initial term.
3. Grantor expressly reserves the right to grant easements in, upon, over, and across the easement granted herein for any purpose whatsoever not inconsistent or incompatible with the rights and privileges granted by this easement. Nothing herein contained shall be construed as limiting the powers of Grantor to convey, lease, or otherwise transfer or encumber during the term of this easement the lands described herein for any purposes subject to the rights and privileges granted herein. The easement granted herein shall be subject to all

Document No. 37104
Filed MAY 08 1998
SD UNIFIED PORT DISTRICT Clerk's Office

existing rights of leases and encumbrances, recorded and unrecorded, affecting said land.

4. No construction or major repairs of any facilities shall commence without prior approval of the plans and specifications by Grantor, except for necessary emergency repairs. In the case of emergency repairs, Grantee shall give Grantor written notification within Ten (10) days of the commencement of any emergency repairs and shall obtain Grantor's approval of any emergency repairs within Ninety (90) days from the commencement of work for the emergency repairs, which such approval may require without limitation alteration, reconstruction, removal or revision of any such emergency repairs. Facilities installed pursuant to this easement shall be constructed and maintained in a careful and workmanlike manner and shall conform to all applicable laws and regulations and the provisions of this easement.
5. In the event Grantee disturbs the surface of the easement area during the installation, construction, maintenance and/or repair of the approved facilities, Grantee shall do so in such a manner as will cause the least injury to the surface of the ground and any improvements thereon. Grantee shall restore the ground and any improvements thereon to substantially the same conditions as existed immediately prior to any such disturbance.
6. In the event this easement is no longer required or if this easement is not used for the purposes intended for a period of one hundred eighty (180) days, whichever is sooner, all rights herein granted shall revert to Grantor, its successors or assigns, automatically and without the necessity of reentry or notice. Grantee shall furnish Grantor on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the above-described real property.
7. This easement may result in a taxable possessory interest subject to the payment of property taxes. Grantee agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Grantee for franchises, licenses, or permits for any use or activities of Grantee upon said easement area.
8. Facilities, structures, installations, or improvements of any kind previously placed or hereafter placed in said easement area by Grantee shall at the option of Grantor be removed by Grantee within sixty (60) days after the expiration of the term of this easement or sooner termination thereof. Grantor may exercise said options as to any or all of the facilities, structures, installations, and/or improvements, either before or after the expiration or sooner termination of this easement. If Grantor exercises such option and Grantee fails to remove such facilities, structures, installations, or improvements within said sixty (60) days, Grantor shall have

the right to have such facilities, structures, installations, or improvements removed at the expense of Grantee. As to any or all facilities, structures, installations, or improvements that Grantor does not exercise said option for removal, title thereto shall vest in the Grantor.

9. This easement may be terminated by either party upon the giving of one hundred eighty (180) days' notice in writing to the other party of the intention to so terminate, and Grantor expressly reserves the right to cancel this easement by giving one hundred eighty (180) days' notice in writing to Grantee and to make without notice any changes or improvements on or about the premises without incurring any liability whatsoever to Grantee for any damage or loss occasioned by such cancellation or by the making of such changes or improvements.
10. Grantor, and its agents, officers, and employees shall, to the full extent allowed by law, be held by Grantee free and harmless from and indemnified against any liability pertaining to or arising out of the use and operation of the premises by Grantee and any costs or expenses incurred on account of any claim or claims therefor, including reasonable attorney's fees. Nothing herein is intended to exculpate Grantor from its sole active negligence or willful misconduct.
11. This easement and any covenants, conditions, and restrictions contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.
12. Any notice or notices provided for by this easement or by law to be given or served upon Grantee may be given or served by certified or registered letter addressed to Grantee at City of Imperial Beach, 825 Imperial Beach Boulevard, Imperial Beach, California 91932 and deposited in the United States mail, or may be served personally upon said Grantee or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this easement or by law to be served upon Grantor may be given or served by certified or registered letter addressed to Executive Director of Grantor at the Administrative Offices of the San Diego Unified Port District, Post Office Box 488, San Diego, California 92112 and deposited in the United States mail, or may be served personally upon said Executive Director or his duly authorized representative; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.

1322

13. It is an express condition of this easement that the easement shall not be complete nor effective until signed by all parties.

DATED: MARCH 17TH, 1998

Port Attorney

SAN DIEGO UNIFIED PORT DISTRICT

Signature on file

Signature on file

By

By

SARAH M. MASON
DEPUTY PORT ATTORNEY

Deputy Executive Director

As to Engineering and
Legal Description

CITY OF IMPERIAL BEACH

Signature on file

Signature on file

Marinus W. Baak
Director of Engineering

By

Title: CITY MANAGER

1323

(Grantor Acknowledgement)

STATE OF CALIFORNIA)

ss.

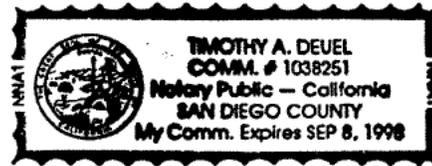
COUNTY OF SAN DIEGO)

On **March 17th, 1998** before me, **Timothy A. Deuel, Notary Public**, personally appeared **Wayne Lindquist** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacities, and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature on file

Signature



1324

(Grantor^{ee} Acknowledgement)

STATE OF CALIFORNIA)

ss.

COUNTY OF SAN DIEGO)

On January 23, 1998 before me,
Lorraine A. Brown, personally
 appeared Barry Johnson,
 personally known to me (or proved to me on the basis of
 satisfactory evidence) to be the person(s) whose name(s) is/are
 subscribed to the within instrument and acknowledged to me that
 he/~~she/they~~ executed the same in his/~~her/their~~ authorized
 capacities, and that by his/~~her/their~~ signature(s) on the
 instrument the person(s), or the entity upon behalf of which the
 person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature on file

Signature

1325

LEGAL DESCRIPTION**(Street Easement Grant Deed)**

Being the southwesterly portion of that land area commonly known and referred to as Lot 1 in Block 19, of Imperial Beach, in the City of Imperial Beach, County of San Diego, State of California, according to Map No. 1139, filed June 16, 1908 in the Office of the County Recorder of the County of San Diego, California, being more particularly described as follows:

BEGINNING at the intersection of the easterly right of way line of Seacoast Drive (Coronado Avenue) and the northerly right of way line of Elkwood Avenue (Third Street); thence along said easterly right of way line north $0^{\circ}04'07''$ east, 15.0 feet to a point of cusp and the beginning of a curve concave to the northeast having a radius of 15.0 feet; thence leaving said easterly right of way line of Seacoast Drive southeasterly along the arc of said curve through a central angle of $90^{\circ}04'03''$, 23.58 feet to a point being tangent to the said northerly right of way line of Elkwood Avenue; thence along said northerly right of way line north $89^{\circ}51'50''$ west, 15.0 feet to the TRUE POINT OF BEGINNING, containing 48 square feet, more or less, of Street Easement Area.

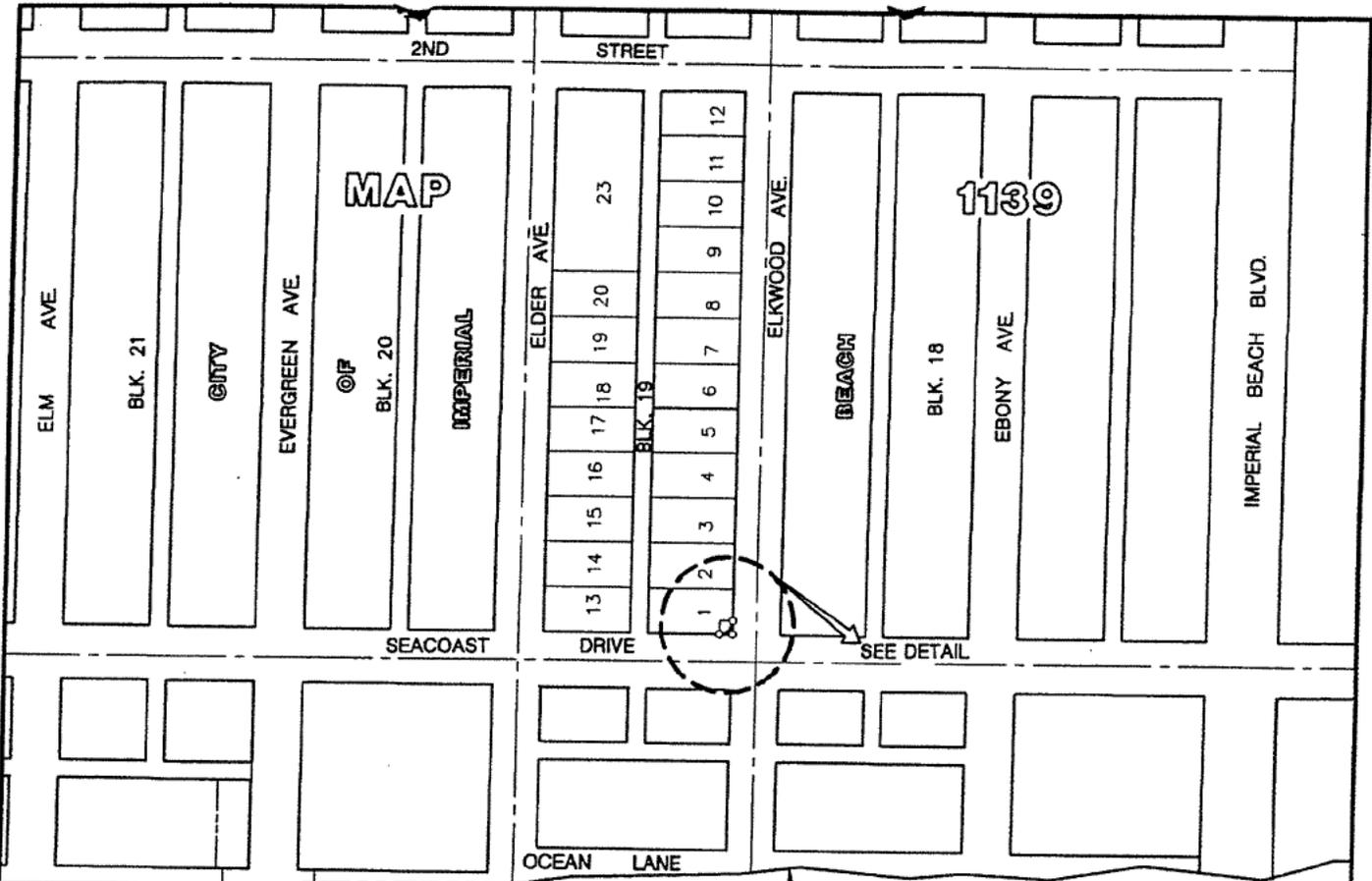
Basis of Bearings established for this description being the center line of Seacoast Drive (i.e. N $0^{\circ}04'07''$ E), delineated on Subdivision Map No. 11010, filed August 8, 1984 in the Office of said San Diego County Recorder.

20 November 1996
6943/BB/MS

37104

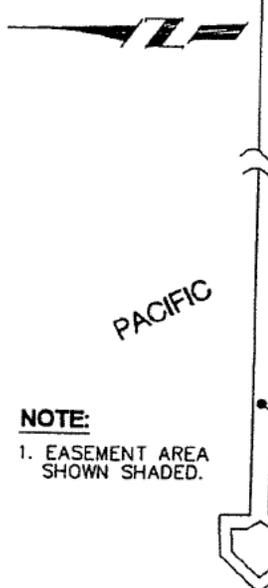
EXHIBIT "A"

7



MEAN HIGH TIDE LINE
(MISC. MAP NO. 431)

APPROX. SHORE LINE



LOCATION MAP
SCALE: 1"=200'

NOTE:
1. EASEMENT AREA SHOWN SHADED.

DETAIL
NO SCALE

DRAWN ASNOR SANTONIL
 CHECKED *Signature*
 REVIEWED *Signature*
 APPROVED *Signature*
 DIRECTOR OF ENGINEERING

SAN DIEGO UNIFIED PORT DISTRICT
 STREET EASEMENT GRANT DEED
 WITHIN CORPORATE LIMITS OF IMPERIAL BEACH
CITY OF IMPERIAL BEACH

DATE 20 NOVEMBER 1996
 SCALE AS SHOWN
 REF. 061-010, 2E-61

DRAWING NO.
061-013

REFERENCE
COPY

37104

(1)

SAN DIEGO UNIFIED PORT DISTRICT

ORDINANCE 1965

AN ORDINANCE GRANTING
AN EASEMENT TO
THE CITY OF IMPERIAL BEACH

The Board of Port Commissioners of the San Diego Unified Port District does ordain as follows:

Section 1. The easement covering approximately 48 square feet of land area, between the San Diego Unified Port District and the City of Imperial Beach, a municipal corporation, for construction, operation, maintenance, repair, replacement and inspection of street facilities and appurtenances, located on the northeast corner of Seacoast Drive and Elkwood Avenue, on file in the office of the District Clerk as Document No. 37104, is hereby approved and granted.

Section 2. The Executive Director or his authorized representative is hereby directed to execute the said easement with the City of Imperial Beach on behalf of the District.

Section 3. This ordinance shall take effect on the 31st day from its passage by the Board of Port Commissioners.

SW
2/17/98



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 16, 2016
ORIGINATING DEPT.: PUBLIC WORKS *Hall*
SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2016-1159, AMENDING SECTIONS 8.38.040 AND 8.38.050 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SUBMISSION AND REVIEW OF WASTE MANAGEMENT PLANS

EXECUTIVE SUMMARY:

The 2016 California Green Building Code becomes effective January 1, 2017. One of the new changes in the code requires additional construction and demolition waste material to be diverted from the landfill. The existing IBMC requires a minimum waste diversion of 50 percent while the 2016 Green Building Code increases this diversion requirement to 65 percent. Future updates to the Green Building Code in 2019 will likely further increase the minimum diversion requirements.

This ordinance resolution proposes minor modifications that will delete and replace the 50 percent diversion requirements in IBMC 8.38 to reference the California Green Building Code as the new standard for minimum construction and demolition waste diversion in the City.

FISCAL ANALYSIS:

There are no anticipated fiscal impacts to the City. The City's waste management service through EDCO already provides construction and demolition waste diversion that meet the new diversion goals in the California Green Building Code.

RECOMMENDATION:

That the City Council waives further reading and adopts Ordinance No. 2016-1159 amending Sections 8.38.040 and 8.38.050 of the Imperial Beach Municipal Code ("IBMC") and waives further reading of the ordinance.

OPTIONS:

- Receive this report with no comment; or
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

Integrated Waste Management Act (AB 939) was signed into law in 1989 and mandated local jurisdictions to meet a 50 percent landfill diversion target by the year 2000. Local jurisdictions and the waste recycling industry successfully met and exceeded the diversion targets in AB 939. One of the strategies the City implemented to meet this requirement was the adoption of IBMC Chapter 8.38 that established a 50 percent solid waste diversion goal for the recycling of construction and demolition waste.

The State has now established a new 75 percent solid waste diversion goal for the year 2020 that was signed into law in 2011 with AB 341. This new legislation directs the Department of Resources Recycling and Recovery (CalRecycle) to develop policies for the State to achieve this 75 percent diversion goal. One of these policy tools is the 2016 California Green Building Code update, which includes new requirements for the 65 percent diversion of construction and demolition waste. The California Green Building Code is updated on three year cycles and it is anticipated that the 2019 Green Building Code will further increase the minimum diversion requirements.

The attached ordinance will delete and replace the 50 percent diversion requirement in IBMC 8.38 to reference the California Green Building Code as the City's new standard for minimum construction and demolition waste diversion targets. This change is necessary to make the City's Ordinance consistent with State regulations.

City Council conducted the first reading and introduction of Ordinance No. 2016-1159 on November 2, 2016.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Ordinance No. 2016-1159

ORDINANCE NO. 2016-1159

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING SECTIONS 8.38.040 AND 8.38.050 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SUBMISSION AND REVIEW OF WASTE MANAGEMENT PLANS

WHEREAS, the City of Imperial Beach ("City") is required to achieve solid waste landfill diversion goals set by the Department of Resources Recycling and Recovery (CalRecycle); and

WHEREAS, AB 341 established a 75 percent statewide solid waste diversion goal for the year 2020 and directed CalRecycle to develop policies for the State to achieve this diversion goal; and

WHEREAS, the 2016 California Green Building Code includes new requirements for the diversion of construction and demolition waste from construction projects; and

WHEREAS, the proposed updates to the Imperial Beach Municipal Code are necessary to update construction and demolition waste diversion targets.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AS FOLLOWS:

Section 1: Section 8.38.040(A)(5) of the Imperial Beach Municipal Code is hereby amended to read as follows:

Acknowledgement of Responsibility. The WMP shall be signed by both the contractor and owner indicating: (a) understanding of consequences of not meeting the minimum waste diversion requirement including being subject to fines, and (b) acknowledgement of responsibility for the actions of their subcontractors with regard to this diversion requirement;

Section 2: Section 8.38.050(A)(2) of the Imperial Beach Municipal Code is hereby amended to read as follows:

The WMP achieves the minimum waste diversion requirement set by the California Green Building Code for all C&D debris generated by the project.

Section 3: Section 8.38.050(B) of the Imperial Beach Municipal Code is hereby amended to read as follows:

Nonapproval. If the WMP compliance official determines that the WMP fails to: (1) list all C&D materials to be generated, (2) meet the minimum waste diversion standard of all C&D debris generated by the project that will be reused or recycled, or (3) to have both the contractor's and owner's signatures, he or she shall either:

1. Return the WMP to the applicant marked "Denied," including a statement of reasons; or
2. Return the WMP to the applicant marked "Further Information Required."

Section 4: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection,

subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 5: The City Clerk is directed to prepare and have published a summary of this Ordinance no less than five days prior to the consideration of its adoption and again within fifteen (15) days following adoption indicating votes cast.

EFFECTIVE DATE: This Ordinance shall take effect and be in full force and effect on January 1, 2017.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 2nd day of November 2016.

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16th day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney



AGENDA ITEM NO. 2.6

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: NOVEMBER 16, 2016

ORIGINATING DEPT.: CITY ADMINISTRATION *Ed*

SUBJECT: RESOLUTION NO. 2016-7752 APPROVING THE APPLICATION FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS FOR IMPERIAL BEACH SPORTS PARK & CEQA NOTICE OF EXEMPTION

EXECUTIVE SUMMARY:

On March 1, 2016 the California Department of Parks and Recreation Office of Grants and Local Services (OGALS) announced a California Youth Soccer and Recreation Development Program grant that includes soccer, baseball, softball and basketball. It is a one-cycle grant program with a maximum grant request of \$1,000,000. The City is applying for \$775,000 to install artificial turf at the Imperial Beach Girls Softball Field, add additional field lighting to the smaller back fields, new batting cages around Sports Park and to improve the basketball court flooring in the Sports Park gym. Staff is recommending adoption of Resolution 2016-7752 approving the application for youth soccer and recreation development program grant funds and CEQA Notice of Exemption.

FISCAL ANALYSIS:

The City's contribution to the grant application is to absorb \$6,000 for California Consulting, LLC to write and administer the grant. Included in the grant application is a Match Certification Form stating that if the grant is awarded, the City will also contribute staff time towards management of improvements at Sports Park, which adds points towards a possible grant award.

RECOMMENDATION:

That the City Council adopt Resolution No. 2016-7752 approving the application for Youth Soccer and Recreation Development Program Grant funds for Imperial Beach Sports Park and CEQA Notice of Exemption.

OPTIONS:

- Receive and file the report from the City Manager
- Adopt Resolution No. 2016-7752 approving the Application for Youth Soccer and Recreation Development Program Funds for Imperial Beach Sports Park and CEQA Notice of Exemption

BACKGROUND/ANALYSIS:

The California Youth Soccer and Recreation Development Program grant is funded through the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40) which was passed on March 5, 2002. The intent of the bond act is to acquire and develop properties of the state park system, to acquire and develop neighborhood, community, and regional parks and recreational areas, for land, air and water conservation programs, including acquisition for those purposes, and to acquire, restore, preserve and interpret California's historical and cultural resources.

The Sports Park Collaborative (Boys & Girls Club, Imperial Beach Little League, and Girls Softball) was asked to assess the condition & needs of Sports Park and identified the following items to include in the grant application: installation of artificial turf at the Imperial Beach Girls Softball Field, additional field lighting to the smaller back fields, new batting cages around Sports Park and improvements to the basketball court flooring in the Sports Park gym. The deadline to submit the application was November 3, 2016 and part of the application was sent at that time. Remaining items listed on the grant checklist will be sent pending approval of this resolution.

ENVIRONMENTAL DETERMINATION:

The submission of this Sports Park grant would be exempt from CEQA as it is not a project as defined in §15378 of the CEQA Guidelines. However, any subsequent discretionary or ministerial permits needed to perform construction of the Imperial Beach Sports Park Center and Field Renovation project may be exempt from CEQA review per CEQA Guidelines § 15301 (Type 1 Existing facilities). This project would also be excluded from a coastal development permit pursuant to the September 5, 1978 Repair, Maintenance, and Utility Hookup Exclusion Section II.C (Parks) repair and modification.

Attachments:

1. Resolution No. 2016-7752
2. OGALS California Youth Soccer and Recreation Development Program Grant Guidelines
3. OGALS California Youth Soccer and Recreation Development Program Grant Application
4. CEQA Notice of Exemption

RESOLUTION NO. 2016-7752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE APPLICATION FOR YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM GRANT FUNDS FOR IMPERIAL BEACH SPORTS PARK & CEQA NOTICE OF EXEMPTION

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project; and

WHEREAS, the submission of this Sports Park grant would be exempt from CEQA as it is not a project as defined in §15378 of the CEQA Guidelines. However, any subsequent discretionary or ministerial permits needed to perform construction of the Imperial Beach Sports Park Center and Field Renovation project may be exempt from CEQA review per CEQA Guidelines § 15301 (Type 1 Existing facilities). This project would also be excluded from a coastal development permit pursuant to the September 5, 1978 Repair, Maintenance, and Utility Hookup Exclusion Section II.C (Parks) repair and modification.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach hereby approves the filing of an application for the Imperial Beach Sports Park Improvements, and:

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. The Notice of Exemption will be filed with the County Clerk after the project is approved.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

March 1, 2016

APPLICATION GUIDE
for the
**California Youth Soccer and
Recreation Development Program**
(includes soccer, baseball, softball and basketball)



**State of California
Department of Parks and Recreation
Office of Grants and Local Services**

"Creating Community through People, Parks, and Programs"

Send Applications and Correspondence to:

Street Address for Overnight Mail:

**Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814**

Mailing Address:

**Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001**

Phone: (916) 653-7423

www.parks.ca.gov/grants

And "like" us on Facebook

www.facebook.com/CAPARKGRANTS



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

The Office of Grants and Local Services (OGALS) Mission Statement

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS Vision Goals

- ❖ Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.
- ❖ Committed to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.
- ❖ Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- ❖ Responsive to the needs of applicants, GRANTEE'S, nonprofit organizations, local governments, and legislative members, who are our partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

Table of Contents
California Youth Soccer and Recreation Development Program
Application Guide

I. YOUTH SOCCER PROGRAM INFORMATION.....	1
Competitive Program Intent.....	1
Eligible Projects	2
Eligible Applicants	2
II. APPLICATION PROCESS.....	3
III. GRANT ADMINISTRATION PROCESS	3
IV. APPLICATION PACKET	5
Application Packet Checklist.....	5
Additional Checklist for Non-Profit Applicants.....	6
Project Application Form	7
Authorizing Resolution.....	9
Grant Scope/ Cost Estimate Form.....	10
Match Certification Form	11
CEQA Compliance Certification Form	13
Land Tenure Requirement.....	14
Land Tenure Agreement Form	16
Sub-Leases or Other Agreements	17
Concept Level Site Plan	17
Photos of the Project Site	17
Project Summary	17
Fact Finder Report.....	17
Project Selection Criteria	18
V. PROJECT SELECTION CRITERIA OVERVIEW	18
Criteria Instructions.....	19
Demographics	20
Community Challenges and Project Benefits	22
Community Involvement	23
Availability.....	24
Organizational Capacity	25
Water Conservation Measures	26
Matching Funds	27
VI. ELIGIBLE COSTS CHART	28
VII. DEFINITIONS.....	30

OGALS welcomes you to the California Youth Soccer and Recreation Development Program (Youth Soccer Program)

- Use this guide for the competitive application process.
- Review the GRANT ADMINISTRATION GUIDE before sending your APPLICATION PACKET to OGALS. It contains important information about OGALS' administrative requirements that is helpful for applicants to know before submitting an APPLICATION PACKET.
- Please call, write, or email OGALS with any questions or comments. Contact information for OGALS is located on the front cover of this guide.
- The OGALS web page is www.parks.ca.gov/grants. It features Youth Soccer Program technical assistance materials and updates, staff contacts, and the GRANT ADMINISTRATION GUIDE.
- See page 30 for the definitions of words and terms shown in SMALL CAPS.

The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40)

On March 5, 2002, voters passed Proposition 40 by 56.8%, the \$2.6 billion "California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002" (2002 Resources Bond). The passage of Proposition 40 provided funds for local assistance grants as set forth in §5096.600 through §5096.683 of the Public Resources Code.

Bond Act Intent

The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 is intended to acquire and develop properties of the state park system, to acquire and develop neighborhood, community, and regional parks and recreational areas, for land, air, and WATER CONSERVATION programs, including acquisition for those purposes, and to acquire, restore, preserve and interpret California's historical and cultural resources.

Governor's Water Conservation Executive Order B-29-15

Due to severe drought conditions, this Executive Order requires California to save water, increase enforcement against water waste, invest in new water management technologies, and streamline government response.

I. Program Information

Application Deadline

The APPLICATION PACKET deadline for this one-cycle grant program will be announced by OGALS. APPLICATION PACKETS must be postmarked by the deadline posted on OGALS website at www.parks.ca.gov/grants. OGALS mailing address is located on the front cover of this guide.

- APPLICANTS may submit multiple APPLICATION PACKETS.
- Each PROJECT SITE requires its own APPLICATION PACKET.
- Multiple APPLICATION PACKETS *may not* be submitted for the same PROJECT SITE.
- There can be only one APPLICANT for each APPLICATION PACKET.

Amount of Funds Available: To be determined

Minimum Grant Request: There is no minimum

Maximum Grant Request: \$1,000,000

Youth Soccer Competitive Program Intent

The intent of the Youth Soccer Program is to award grants on a competitive basis for “fostering the development of new youth soccer, baseball, softball, and basketball recreation opportunities...(in) heavily populated, low-income urban areas with a high youth crime and unemployment rate” to Local Agencies and Community-Based Organizations as set forth in §5004.5 of the Public Resources Code.

Water Conservation Measures

As approved by the Legislature, this program will have an emphasis on creating NEW OPPORTUNITIES along with WATER CONSERVATION measures.

Eligible Projects

Development PROJECTS that create NEW OPPORTUNITIES for youth soccer, baseball, softball, and basketball.

Ineligible Projects

- Acquisition projects.
- Development projects that *do not* include a WATER CONSERVATION measure.

Project Considerations

- While support amenities are eligible, the primary intent of the PROJECT must be the creation of a NEW OPPORTUNITY.
- PROJECTS must include a WATER CONSERVATION measure.

Eligible Applicants¹

- “Community-based organization” is defined as one of the following:
 - an organization that enters into a cooperative agreement with the department pursuant to Section 513
 - a nonprofit group or organization
 - a friends of parks group
 - an organization of a city, county, city and county and regional park.

All community-based organizations shall have a current tax-exempt status as a nonprofit organization under Section 501(c)(3) of the federal Internal Revenue Code.

- Cities and counties, including a city and county
- Park and recreation districts
- Open-space districts
- School districts

¹ As defined in the Public Resource Code §5004.5

II. Application Process

1. Review this guide to understand the competitive APPLICATION PACKET requirements and plan your PROJECT.
2. Send the APPLICATION PACKET to OGALS postmarked by the application deadline. The APPLICATION PACKET section, beginning on page 5, provides directions and forms.
3. OGALS will send a letter to APPLICANTS indicating if OGALS received the APPLICATION PACKET.
 - OGALS may request revisions of APPLICATION PACKET documents if they are incomplete. However, Project Selection Criteria responses *must be complete* and received by the APPLICATION PACKET deadline. Project Selection Criteria revisions will not be accepted after the deadline.
4. Applications will be ranked by OGALS based on Project Selection Criteria responses. Grant award decisions will be announced approximately six months after the application deadline. APPLICANTS will receive either a grant award or denial letter.
5. APPLICANTS who receive a grant award letter must attend a grant administration technical assistance workshop before OGALS will send a CONTRACT.

III. Grant Administration Process

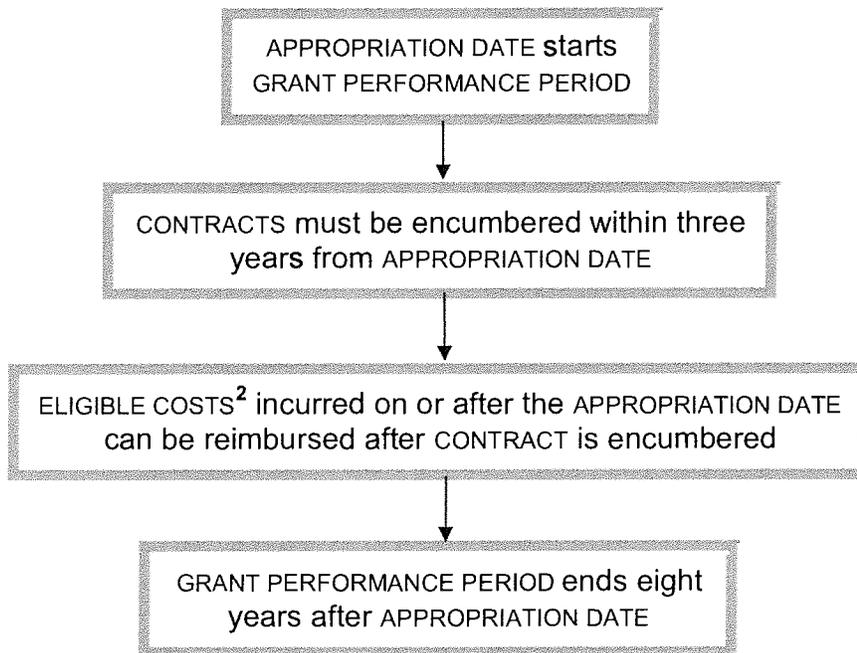
1. After completing the APPLICATION process, CONTRACTS will be sent to GRANTEES who receive grant awards. APPLICANTS become GRANTEES when their CONTRACTS are signed by their AUTHORIZED REPRESENTATIVE and OGALS.
2. GRANTEES start using the GRANT ADMINISTRATION GUIDE. The GRANT ADMINISTRATION GUIDE also includes a CONTRACT and its provisions. Of special note are the following:
 - **A Deed Restriction is required** to be recorded on the PROJECT property if the APPLICANT owns the land.
 - Compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) and the California Unruh Act (California Civil Code §51 et seq.) are required.
 - GRANTEES shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, veteran or marital status in the use of a specific facility included in the GRANT SCOPE.
3. ELIGIBLE COSTS incurred as of the APPROPRIATION DATE may be eligible for reimbursement after a GRANT is awarded and the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and OGALS.

4. The PROJECT must be complete, open to the public and final paperwork must be submitted to OGALS three months prior to the end of the GRANT PERFORMANCE PERIOD.

Grant Performance Period

Costs incurred prior to or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement. Submitting an application does not guarantee funding in this competitive program.

The chart below summarizes the GRANT PERFORMANCE PERIOD and when ELIGIBLE COSTS may be incurred.



² Costs incurred after the APPROPRIATION DATE *but before* GRANT award and a CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and OGALS, *are at the APPLICANT'S own risk* until the CONTRACT is fully executed.

IV. Application Packet Checklist

Applicant must complete the checklist below and submit it with the APPLICATION PACKET. An application will not be considered complete unless all items on the checklist are submitted. All checklist items are required. However, some items may be submitted up to 60 days after the application date (see below). Send only the items shown in the Checklist. Do not send letters of support or other supplementary materials.

Application Item <input checked="" type="checkbox"/>	Application Guide Page #	Signed by Authorized Representative <input checked="" type="checkbox"/>	Item Enclosed? Circle Y (Yes) or N (No)	If not enclosed, will submit by? (date must be within 60 days of application deadline)	Application Packet Page #
<input type="checkbox"/> Application Packet Checklist	Pg. 5		Required		Pg. ____
<input type="checkbox"/> Application Form	Pg. 7	<input type="checkbox"/>	Required		Pg. ____
<input type="checkbox"/> Authorizing Resolution	Pg. 9		Y / N	_____ date	Pg. ____
<input type="checkbox"/> Grant Scope/ Cost Estimate	Pg. 10	<input type="checkbox"/>	Required		Pg. ____
<input type="checkbox"/> Match Certification Form	Pg. 11	<input type="checkbox"/>	Y / N	_____ date	Pg. ____
<input type="checkbox"/> CEQA Compliance Certification Form	Pg. 13	<input type="checkbox"/>	Y / N	_____ date	Pg. ____
<input type="checkbox"/> Land Tenure Requirement	Pg. 14		Y / N	_____ date	Pg. ____
<input type="checkbox"/> Sub-Leases or Agreements	Pg. 17		Y / N	_____ date	Pg. ____
<input type="checkbox"/> Site Plan	Pg. 17		Y / N	_____ date	Pg. ____
<input type="checkbox"/> Photos of the Project Site	Pg. 17		Y / N	_____ date	Pg. ____
<input type="checkbox"/> Project Summary	Pg. 17		Required		Pg. ____
<input type="checkbox"/> FACT FINDER Report	Pg. 20		Required		Pg. ____
<input type="checkbox"/> Project Selection Criteria	Pg. 20		Required		Pg. ____

Additional Checklist for Nonprofit Applicants:

Nonprofits must complete the checklist below and submit with the APPLICATION PACKET.
Send only the items shown in the Checklist. *Do not* send letters of support or other supplementary materials.

	Application Item <input checked="" type="checkbox"/>	Item Enclosed? Circle Y (Yes) or N (No)	If not enclosed, will submit by? (date must be within 60 days of application deadline)	Application Packet Page #
<input type="checkbox"/>	Letter of Determination from the Internal Revenue Service indicating 501(C)(3) status	Y / N	_____ date	Pg. _____
<input type="checkbox"/>	Articles of Incorporation	Y / N	_____ date	Pg. _____
<input type="checkbox"/>	Mission statement	Y / N	_____ date	Pg. _____
<input type="checkbox"/>	First two pages of the NONPROFIT'S most recently filed federal 990 Form	Y / N	_____ date	Pg. _____
<input type="checkbox"/>	Balance sheet showing assets and liabilities for most recent FY	Y / N	_____ date	Pg. _____
<input type="checkbox"/>	Income statement showing revenue and expenditure projections for the next calendar or fiscal year	Y / N	_____ date	Pg. _____



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Youth Soccer and Recreation Development Program Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
FACILITY NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
COUNTY OF PROJECT LOCATION	
GRANT APPLICANT AND MAILING ADDRESS (entity applying for the grant)	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (<i>typed or printed</i>) and Title	
Email address	
Phone	
APPLICATION CONTACT	
Name (<i>typed or printed</i>) and Title	
Email address	
Phone	
DAY-TO-DAY CONTACT - For administration of grant (<i>if different from AUTHORIZED REPRESENTATIVE</i>)	
Name (<i>typed or printed</i>) and Title	
Email address	
Phone	
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached GRANT SCOPE/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date
Print Name _____	
Title _____	

Authorizing Resolution

The Authorizing Resolution serves two purposes:

1. It is the means by which the APPLICANT'S Governing Board agrees to all the terms of the State CONTRACT; it provides a descriptive PROJECT title and confirmation that the APPLICANT has the funding to complete the proposed PROJECT.
2. Designates a position title to represent the Governing Board on all matters regarding the application and PROJECT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

The AUTHORIZED REPRESENTATIVE can delegate signing authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires that the AUTHORIZED REPRESENTATIVE submits a letter (on letterhead) or email to OGALS' delegating authority.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*. Please be aware that any changes to the language may require OGALS' legal office review. The time involved with the legal review process may delay application approval and could affect OGALS' ability to fund the PROJECT.

All signatures required in this application guide are the signature of the AUTHORIZED REPRESENTATIVE.

Resolution No: _____

RESOLUTION OF THE (*Title of Governing Body/City Council, Board of Supervisors/Directors*) OF (*City, County, District, or Non-Profit Organization*)
Approving the Application for YOUTH SOCCER and RECREATION DEVELOPMENT PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the (*Applicant's Governing Body*) hereby: Approves the filing of an application for the (*name of project*), and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (*designated position*) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the ____ day of _____, 20____

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the (*Applicant's Governing Body*) following a roll call vote:

Ayes:

Noes:

Absent: _____
(Clerk)



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**Youth Soccer and Recreation Development Program
Grant Scope/Cost Estimate Form**

GRANT SCOPE (*Briefly* describe the PROJECT, WATER CONSERVATION techniques used, and how it will create a NEW OPPORTUNITY, as applicable.):

Project will involve (all that apply):

Install	Renovate	
New	Existing	
<input type="checkbox"/>	<input type="checkbox"/>	Soccer venue(s)
<input type="checkbox"/>	<input type="checkbox"/>	Baseball/softball venue(s)
<input type="checkbox"/>	<input type="checkbox"/>	Basketball venue(s)

Grant Scope Items (include contingencies and soft costs in the associated item to be installed or renovated - a line item for contingency is not allowed) - all that apply:

Install	Renovate		Estimated amount to be charged to grant
New	Existing		
<input type="checkbox"/>	<input type="checkbox"/>	Artificial turf	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Replace natural turf with other drought tolerant surface	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Grass/natural turf	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Irrigation system	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Basketball court	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Indoor soccer court/futsal	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Field Lighting	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Batting Cages	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	\$ _____

For applications proposing to use Youth Soccer Program grant funds for NON-CONSTRUCTION COSTS, indicate estimated cost (cannot exceed 25% of grant amount):

Estimated Cost: \$ _____

Grant Amount Requested: \$ _____

Cost of entire project (including and beyond grant amount requested): \$ _____

The APPLICANT understands that all of the items listed on this form must be completed and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**Youth Soccer and Recreation Development Program
Match Certification Form**

Applicant: _____

Project Name: _____

OGALS shall assign a higher priority to applications that include a commitment for match.

If the GRANT is awarded, this form will be referenced during grant administration for payments. Check one of the following:

Applicant Provides Match:

The applicant will only use Youth Soccer Program funds for CONSTRUCTION COSTS. The applicant will absorb any additional costs necessary to complete the PROJECT, such as NON-CONSTRUCTION COSTS, and therefore will submit expenditures for CONSTRUCTION COSTS *only*. These additional costs represent the applicant's match (see also page 27).

Match = 5 points

Or

Applicant Does NOT Provide Match:

The applicant will use Youth Soccer Program funds for NON-CONSTRUCTION COSTS (up to 25% of the GRANT Amount) and therefore will submit expenditures for CONSTRUCTION COSTS and NON-CONSTRUCTION COSTS (see also page 27).

Match = 0 points

Certification:

I hereby certify that the above match category selected will be upheld for the purposes of the application process and administration process of the GRANT.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

CEQA Compliance

“CEQA” is the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq., Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of an entity’s proposed PROJECT. For more information, see <http://ceres.ca.gov/ceqa/>.

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

CEQA compliance must be complete at the time of Application

- Provide the CEQA Compliance Certification Form (see page 13).
- Provide a copy of the Notice of Exemption *or* the Notice of Determination.

If a Notice of Exemption *or* a Notice of Determination was not completed, provide a letter from the CEQA Lead Agency that explains why, certifies that the PROJECT is CEQA compliant, and notes the date that the PROJECT was approved by the Lead Agency (Public agency responsible for environmental review and approval).



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**Youth Soccer and Recreation Development Program
CEQA Compliance Certification Form**

Applicant: _____

Project Name: _____

Project Address: _____

When was CEQA analysis completed for this Grant Scope? Date: _____

What documents were filed for this project's CEQA analysis: (check all that apply)

Initial Study Notice of Exemption Negative Declaration

Mitigated Negative Declaration Environmental Impact Report

Other _____

Please attach the Notice of Exemption or the Notice of Determination as appropriate.

If these forms were not completed, please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date the project was approved by the Lead Agency.

Lead Agency Contact Information (Public agency responsible for environmental review and approval):

Agency Name: _____ Contact Person: _____

Mailing Address: _____

Phone: (____) _____ Email: _____

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the PROJECT identified above and that the PROJECT is described in adequate and sufficient detail to allow the PROJECT'S construction.

I certify that the CEQA analysis for this PROJECT encompasses all aspects of the work to be completed with GRANT funds.

AUTHORIZED REPRESENTATIVE Date
(Signature)

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

Land Tenure Requirement

The purpose of the land tenure requirement is to verify that the APPLICANT has adequate site control. APPLICANTS must submit documentation at the time of application to demonstrate compliance with this requirement. The type of documentation needed depends on whether the APPLICANT owns the PROJECT SITE in fee simple or has a lease or equivalent as shown below:

If the PROJECT SITE is owned in fee simple by the APPLICANT, provide *one* of the following:

- Deed or deed recordation number
- Title search
- Current county assessor's parcel map

If the PROJECT SITE is *not* owned in fee simple by the APPLICANT, provide the following documentation, depending on the situation:

Situation	Required Documentation
Land Tenure Agreement meets all requirements	<ul style="list-style-type: none">• Land Tenure Form• Copy of the signed land tenure agreement• Highlight the sections of the agreement that meet all the requirements listed in the Land Tenure Form
Land Tenure Agreement is not fully executed at the time of application:	<ul style="list-style-type: none">• Land Tenure Form• The draft land tenure agreement• Highlight the sections in the agreement that meet the requirements listed in the Land Tenure Form• A letter signed by the APPLICANT'S AUTHORIZED REPRESENTATIVE with a commitment to sign the land tenure agreement should the GRANT be awarded• A letter from the landowner with a commitment to sign the land tenure agreement should the GRANT be awarded

Land Tenure Term Requirement

- Grant amounts up to \$100,000 require at least 20 years of land tenure.
- Grant amounts greater than \$100,000 require at least 30 years of land tenure.
- The 20 or 30 year land tenure requirement begins on the appropriation date.

For all land tenure agreements, if the landowner does not renew a lease that contains a shorter term, and the GRANTEE cannot comply with the time period stated in the CONTRACT, OGALS may hold the GRANTEE in breach of CONTRACT. This requirement is noted in the *Use of Facilities* section as shown below. The entire grant CONTRACT including all provisions can be found in the GRANT ADMINISTRATION GUIDE.

Use of Facilities

- The GRANTEE agrees that it shall operate and maintain the property developed with the grant monies in accordance with the land tenure requirements set forth in the Youth Soccer Program guide.
- The GRANTEE agrees that it shall use the property developed with grant monies under this CONTRACT only for the purposes of the GRANT. No other use, sale or other disposition or change of use of the property to one not consistent with the GRANT SCOPE shall be permitted except as authorized by a specific act of the legislature. The property shall be replaced with property of equivalent value and usefulness as determined by the State.
- The property developed may be transferred to another eligible entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of the State.



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Youth Soccer and Recreation Development Program Land Tenure Agreement Form

If the land is not owned in fee simple, the APPLICANT must complete this form

Applicant: _____

Project Name: _____

Attach a copy of the agreement. Identify the page numbers where the following information can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located.

Type of Agreement _____

Identify the type of agreement, e.g., lease, joint powers agreement, easement, memorandum of understanding, etc.

Parties to the Signed AgreementPage _____

- Highlight the sections which identify the parties to the agreement.
- The agreement must be signed by all parties.

Term of the AgreementPage _____

- All grant amounts up to \$100,000 require at least 20 years of land tenure.
- All grant amounts greater than \$100,000 require at least 30 years of land tenure.
- The 20 or 30 year land tenure requirement begins on the appropriation date.

Renewal ClausePage _____

The renewal clause must include an option, which can be non-binding, for the APPLICANT /GRANTEE to renew the agreement beyond the original 20 or 30 year term.

Termination (Revocability)Page _____

Any of the following is acceptable:

- No termination clause - the agreement is non-revocable.
- Termination clause specifies that the agreement is revocable:
 - For breach of the CONTRACT provisions, i.e., for cause.
 - By mutual consent.

The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.

Site Control, Roles and ResponsibilitiesPage _____

- The agreement must authorize the APPLICANT to proceed with the construction PROJECT should the GRANT be awarded. The APPLICANT may delegate construction to other entities.
- The agreement establishes when the general public can use the PROJECT and gives APPLICANT permission to operate the PROJECT SITE (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities but is bound through the CONTRACT provisions to ensure public access should the GRANT be awarded.
- The agreement identifies which entity will maintain the PROJECT SITE. The APPLICANT may delegate maintenance to other entities but is bound through the CONTRACT provisions to ensure maintenance of the PROJECT SITE should the GRANT be awarded.

Sub-Leases or Other Agreements

Provide a list of any *other* leases or agreements, not related to land tenure, affecting PROJECT property such as maintenance agreements, concessionaire contracts, flood control district agreements etc. If necessary, note if the status of the lease or agreement is proposed or draft.

or

If this item does not apply, provide a brief explanation.

Concept Level Site Plan

Provide a drawing no larger than 11"x17" clearly showing the boundary of the PROJECT SITE and location of each element listed in the GRANT SCOPE/Cost Estimate form.

Photos of the Project Site

Provide up to four pages (8½" x 11") of photographs with labels, showing the PROJECT SITE and its surrounding area. Provide a caption for each photo describing what is depicted. Indicate direction (north, south, east, or west).

Project Summary

To facilitate OGALS' understanding of the proposed PROJECT, provide a one-page summary that explains the PROJECT and any additional enhancement or development plans to be made to the PROJECT SITE.

Youth Soccer Fact Finder

Provide a print out of the "California State Parks Community Fact Finder – Youth Soccer" Report (instructions are on page 20).

V. Project Selection Criteria

Project Selection Criteria Overview

OGALS will use Project Selection Criteria responses to rank all competing applications. All competing applications start with 0 points. The maximum score is 100 points.

CRITERIA	POINT VALUE
1. Demographics	40
2. Community Challenges and Project Benefits	20
3. Community Involvement	10
4. Availability	10
5. Organizational Capacity	10
6. Water Conservation Measures	5
7. Matching Funds	5
Maximum Score	100

Criteria Instructions

- The APPLICANT must respond to the Project Selection Criteria in the order outlined on page 18. Please respond to each criterion separately. Criteria 1 and 4 do not require a narrative response. The response for criterion 7 is provided on page 27.
- Label your responses to follow the same number and/or letter order of each Criteria question.
- There is an 8 page limit for the Project Selection Criteria response which must be provided on single-sided, 8 ½" x 11" pages, double-spaced, with 12-point Arial font.
- Attachments associated to criteria responses will not be counted as part of the 8 page limit.

Criterion 1: Demographics (40 Points)

In order to determine if the proposed PROJECT is located in a critically underserved community:

- Provide the following information regarding the demographics in the vicinity of the PROJECT SITE.
- Use the information from the California State Parks Community Fact Finder – Youth Soccer (FACT FINDER),
- Report your data in a chart (see example below).
- Include the FACT FINDER identification number and figures for A, B, & C.

FACT FINDER ID Number	=	
A. Total Population	=	
B. Median Household Income	=	\$
C. Unemployment Rate	=	%

FACT FINDER Instructions:

1. Go to www.parks.ca.gov/grants
2. Click on the Youth Soccer link and go to the FACT FINDER. This tool will generate a report with the required information to answer Project Selection Criteria 1: A, B, & C.
3. Enter the PROJECT SITE address or manually zoom to the PROJECT SITE.
4. Locate the origin of the ½ mile radius at any point within the boundary of the PROJECT SITE that best meets the intent of Project Selection Criteria 1 including: high population, low median household, high unemployment rate.

The origin of the ½ mile radius does not need to be located at the exact address of the PROJECT SITE, but instead can be located at any point within the boundary of the PROJECT SITE. However, once the place of origin is determined, it must be consistent for each response.

5. Select “Run Report.”
6. Print a copy of the report and include it in your APPLICATION PACKET.

The charts below show the point distribution; the maximum points will be awarded to PROJECTS having the highest population, lowest median household income, and highest unemployment rate compared with all applications.

A. Population

	Points
Highest 10% of all applications	20
From 11%-20% of all applications	16
From 21%-40% of all applications	12
From 41%-60% of all applications	8
From 61%-80% of all applications	4
From 81%-100% of all applications	2

B. Median Household Income

	Points
Lowest 10% of all applications	10
From 11%-20% of all applications	8
From 21%-40% of all applications	6
From 41%-60% of all applications	4
From 61%-80% of all applications	2
From 81%-100% of all applications	1

C. Unemployment Rate

	Points
Highest 10% of all applications	10
From 11%-20% of all applications	8
From 21%-40% of all applications	6
From 41%-60% of all applications	4
From 61%-80% of all applications	2
From 81%-100% of all applications	1

Criterion 2: Community Challenges and Project Benefits (20 points)

- A. Describe the challenges not illustrated in the FACT FINDER report that are contributing to the need for youth soccer, baseball, softball and/or basketball recreation opportunities.
- B. Describe any youth crime issues present.
- C. Describe any deficiencies in similar recreational facilities. Provide details of these deficiencies.
- D. Describe any current recreation opportunities that may be lost or affected if this PROJECT is not implemented.

<p><i>The maximum number of points will be awarded to APPLICANTS that demonstrate significant challenges, high deficiency in recreational facilities and/or a high need to expand or improve their facilities; clearly explain the PROJECT'S benefits; and demonstrate the PROJECT is in an area with high youth crime.</i></p>	
	Points
<p>The APPLICANT demonstrates significant challenges and high need for recreation opportunities compared to other applications.</p> <p>The PROJECT clearly addresses the community's need(s) for recreation opportunities.</p> <p>The APPLICANT demonstrates the PROJECT is in an area with high youth crime.</p>	20-14
<p>The APPLICANT demonstrates moderate challenges and moderate need for recreation opportunities compared to other applications.</p> <p>The PROJECT somewhat addresses the community's need(s) for recreation opportunities.</p> <p>The APPLICANT demonstrates the PROJECT is in an area with moderate youth crime.</p>	13-7
<p>The APPLICANT demonstrates minimal challenges and minimal need for recreation opportunities compared to other applications.</p> <p>The PROJECT insufficiently addresses the community's need(s) for recreation opportunities.</p> <p>The APPLICANT demonstrates the PROJECT is in an area with minimal youth crime.</p>	6 - 0

Criterion 3: Community Involvement (10 points)

This criterion focuses on efforts to solicit input, not on the number of interested parties solicited.

Describe the efforts to involve interested parties (such as nearby residents and businesses, community-based stakeholders, potential users, public agency partners, and community-based non-profit partners) in PROJECT planning and/or implementation.

Respond to the following regarding efforts to involve stakeholders regarding this PROJECT:

1. Describe how the APPLICANT conducted outreach to interested parties. Include information on when the outreach occurred, the variety of outreach methods used, and what stakeholders were solicited.
2. Describe what was learned as a result of this outreach.
3. Describe how the PROJECT was influenced by this outreach.

<i>The maximum number of points will be awarded to APPLICANTS which, within the last two years prior to the application due date, made a concerted effort to involve the broadest representation of interested parties in the PROJECT planning and implementation process.</i>	
	Points
The APPLICANT made a concerted effort to meet with interested parties and incorporate their ideas into the design of the proposed PROJECT.	10
The APPLICANT made some effort to meet with interested parties and incorporate their ideas into the design of the proposed PROJECT.	5
The APPLICANT made no effort to gather ideas from interested parties.	0

Criterion 4: Availability (10 points)

Provide the annual schedule (include operating hours and days of the week) of the PROJECT SITE, (include league and open play use).

Example:			
February - June	Baseball League Use	Weekdays (M-F) Saturday	3:00pm - 6:00pm dawn to dusk
	Open Play (General Public)	Weekdays (M-F) Sunday	dawn to 3:00pm dawn to dusk
July - November	Soccer League Use	Weekdays (M-F) Saturday	3:00pm - 6:00pm dawn to dusk
	Open Play (General Public)	Weekdays (M-F) Sunday	dawn to 3:00pm dawn to dusk
December - January	Open Play (General Public)	7 days/week	dawn to dusk

<i>The maximum number of points will be awarded to PROJECT SITES with playtime from dawn to dusk, 365 days a year and which are open for both league and open play use.</i>	
	Points
The PROJECT SITE will be open from dawn to dusk, seven days a week/365 days a year and meets the needs of both league use and open play for the general public.	10 - 7
The PROJECT SITE will have daily operating hours which include at least 3-7 PM for users on weekdays and open on weekends for league and/or open play.	6 - 4
The PROJECT will have limited operating hours and/or will only be open for school use.	3 - 0

Criterion 5: Organizational Capacity (10 points)

Provide example(s) of capital outlay project(s) similar in type, scope, and/or dollar amount completed by the APPLICANT, or by any project manager/consultant working with the APPLICANT.

For each example provide the following information:

1. Type or scope of project
2. Total project costs
3. Project amount and funding source(s)
4. Discuss required completion date relative to actual completion date
5. Describe how this project is operated and maintained

Submitting a complete APPLICATION PACKET by the application deadline is an indicator of capacity.

<i>The maximum number of points will be awarded to APPLICANTS that demonstrate significant capacity to complete and maintain the PROJECT.</i>	
	Points
The information provided clearly demonstrates that the APPLICANT, or any project manager/consultant that will be used, has completed comparable projects on time and within budget and has demonstrated capacity to operate and maintain the PROJECT.	10
The information provided somewhat demonstrates that the APPLICANT, or any project manager/consultant that will be used, has completed comparable projects on time and within budget and has demonstrated capacity to operate and maintain the PROJECT.	7
The information provided minimally demonstrates that the APPLICANT, or any project manager/consultant to be used, has completed comparable projects on time and within budget and has demonstrated capacity to operate and maintain the PROJECT.	4
The information provided shows neither the APPLICANT, nor any project manager/consultant to be used, has completed comparable projects on time and within budget and has not demonstrated capacity to operate and maintain the PROJECT, or did not respond.	Will not be funded

In addition to the information provided for this criterion, OGALS will review its records and consider the APPLICANT’S performance history, if any. This review includes, but is not limited to, a review of the APPLICANT’S ability to:

- Complete previous grant funded projects within the GRANT PERFORMANCE PERIOD
- Meet all post-award requirements including timely submission of project status reports and payment requests
- Operate and maintain grant funded sites

Criterion 6: Water Conservation (5 points)

Given the severity of the drought, all jurisdictions throughout California have implemented water-use reduction requirements.

- A. Describe the water-use reduction requirements in the jurisdiction where the PROJECT is located.
- B. Explain how the planned WATER CONSERVATION measures enable the PROJECT to use even less water than required.

<i>The maximum number of points will be awarded to PROJECTS that go above and beyond the Applicant's current water-use reduction requirements.</i>	
	Points
The PROJECT will use even less water than the APPLICANTS' jurisdiction's requirements.	5
The PROJECT will meet the jurisdiction's mandate, but will not use less water than required.	0
The PROJECT will not include any water-use reduction measures or does not comply with the jurisdiction's water-use reduction plan.	Will not be funded

Criterion 7: Matching Funds (5 Points)

OGALS will review the Match Certification Form (page 11) to determine the Match contribution for this PROJECT.

APPLICANT response need only state: "See Match Certification Form."

<i>The maximum points will be awarded to APPLICANTS that absorb all cost necessary to complete the PROJECT, other than CONSTRUCTION COSTS.</i>	
	Points
GRANTEE/ APPLICANT will utilize GRANT funds for CONSTRUCTION COSTS <i>only</i> . NON-CONSTRUCTION COSTS will be funded from other sources and will not be eligible for reimbursement.	5
GRANTEE/ APPLICANT will use GRANT funds for NON-CONSTRUCTION COSTS. Expenditures for CONSTRUCTION COSTS and NON-CONSTRUCTION COSTS will be eligible for reimbursement.	0

VI. Eligible/Ineligible Costs

ELIGIBLE CONSTRUCTION COSTS

Up to 100% of GRANT Amount
(Only within the PROJECT SITE)

EXAMPLES

- **Site preparation, grading, demo**
- **Installation of natural turf or other surface**
- **Purchase and installation of permanent equipment:** i.e. sprinkler systems, software (as part of a new system), basketball standards, backstops, goal posts, field lighting.
- **Construction supplies and materials:** may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.
- **Construction equipment owned by GRANTEE:** equipment owned by the GRANTEE may be charged to the GRANT for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor.
- **Construction equipment rented or purchased by GRANTEE:** Equipment may be rented or purchased, whichever is the most economical use of grant funds. For purchased equipment, the GRANT will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the GRANT SCOPE (Rental rates published by the California Department of Transportation may be used as a guide). The GRANT will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT.
- **Construction management:** i.e. scheduling mobilization, directing equipment, materials, construction personnel, site inspections
- **Employee services:** for direct costs related to construction. Time and attendance records must be maintained as charges are incurred, recording the actual time spent on the PROJECT, and describing the specific work. Salary and wages must be calculated according to the GRANTEE's wage and salary scales, and may include benefits. For more information see the accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE.

ELIGIBLE NON-CONSTRUCTION COSTS

Maximum 25% of GRANT amount

(Only eligible for reimbursement if not receiving match points)

EXAMPLES

- **Plans, specifications, construction documents, and cost estimates**
- **Permits**
- **Premiums on hazard and liability insurance to cover personnel or property**
- **Fidelity bond premium cost:** see GRANT ADMINISTRATION GUIDE
- **Bid packages**
- **Employee services:** for direct costs related to grant administration/accounting. Time and attendance records must be maintained as charges are incurred, recording the actual time spent on the PROJECT, and describing the specific work. Salary and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefits. For more information see the accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE.
- **Grant administration/accounting:** i.e. completion and submission of forms, payment requests.

INELIGIBLE COSTS

Cannot be charged to the GRANT

EXAMPLES

- **Outside the GRANT PERFORMANCE PERIOD:** costs incurred before or after the GRANT PERFORMANCE PERIOD.
- **Indirect costs:** overhead business expenses of the GRANTEE'S *fixed or ordinary operating costs*: (rent, mortgage payments, property taxes, utilities, office supplies).
- **Beautification/Landscaping** that doesn't directly support the recreation venue
- **Software** (not related to the GRANT SCOPE)
- **Acquisition Costs**
- **Outside PROJECT SITE boundaries:** Streets, traffic lights, electricity, water mains or other infrastructure not located within the PROJECT SITE.
- **CEQA Costs**
- **Fundraising**
- **Food**
- **Grant Writing**

VI. Definitions

Words and terms shown in small caps in this guide are defined below.

APPLICANT – a single entity which does not yet have a fully-executed contract with OGALS, and is requesting grant funding through a competitive process.

APPLICATION PACKET – the application form and its required attachments as listed in the application checklist.

APPROPRIATION DATE – July 1 of the fiscal year in which funds have been appropriated in the State Budget. The **APPROPRIATION DATE** is the start of the **GRANT PERFORMANCE PERIOD**.

AUTHORIZED REPRESENTATIVE – the **APPLICANT'S/GRANTEE'S** designated position authorized to sign all required grant documents on behalf of the **APPLICANT**.

CONSTRUCTION COSTS – expenses incurred after ground-breaking construction activities such as site preparation, grading, or gutting begins.

CONTRACT – an agreement between OGALS and the **GRANTEE** specifying the performance of the **GRANT SCOPE** within the **GRANT PERFORMANCE PERIOD**, and other grant obligations between the **GRANTEE** and OGALS.

DEVELOPMENT – the physical improvement of real property including the construction of facilities or structures.

ELIGIBLE COSTS – expenses directly related to the completion of the **GRANT SCOPE**, and which may be charged to the grant if (1) there is a fully executed **CONTRACT** between the **GRANTEE** and OGALS; (2) they are incurred *during* the **GRANT PERFORMANCE PERIOD**; (3) they are consistent with the eligible cost charts (see pages 28-29).

FACT FINDER – California State Parks Community Fact Finder – Youth Soccer

GRANT – funds made available to a **GRANTEE** for completion of the **GRANT SCOPE** during the **GRANT PERFORMANCE PERIOD**.

GRANTEE – an entity having a **CONTRACT** with OGALS for a **GRANT** funded by the California Youth Soccer Recreation Development Program.

GRANT ADMINISTRATION GUIDE – the document titled the “**GRANT ADMINISTRATION GUIDE** for Youth Soccer Grants” available from OGALS. The guide provides requirements and forms for grant administration.

GRANT PERFORMANCE PERIOD – the period of time, starting with the **APPROPRIATION DATE**, that **ELIGIBLE COSTS** may be incurred by the **GRANTEE** and charged to the grant, and ending eight years after the **APPROPRIATION DATE**.

GRANT SCOPE – the items listed in the **GRANT SCOPE/Cost Estimate Form** that must be completed.

MATCH – a commitment by the **APPLICANT** to only use **GRANT** funds for eligible **CONSTRUCTION COSTS** (see page 11). Such a commitment means that the **APPLICANT** will use other funds to cover any **NON-CONSTRUCTION COSTS**.

NEW OPPORTUNITY – the development of a new outdoor or indoor court, field, or other venue designed for active baseball/softball, basketball, or soccer use where one does not currently exist; or the renovation of an existing outdoor or indoor baseball/softball, basketball, or soccer court, field, or other venue that allows for expanded operation hours or additional recreational use beyond its original condition.

NON-CONSTRUCTION COSTS – Expenses incurred prior to ground breaking, as well as costs associated with grant administration. (See page 29 for more information.)

OGALS – The California Department of Park and Recreation’s Office of Grants and Local Services.

PROJECT – items listed in the GRANT SCOPE/Cost Estimate Form.

PROJECT SITE – the facility in which the PROJECT is located; typically this would be a park, school, or sports complex.

WATER CONSERVATION – Measures that conserve water according to the APPLICANT’S water-use reduction plan as mandated by the APPLICANT’S jurisdiction. (See page 26 for more information.)



City of Imperial Beach Grant Application

to

State of California, Department of Parks and Recreation

Office of Grants and Local Services

California Youth Soccer and

Recreation Development Program

November 2016

SPORT PARK FIELD & CENTER RENOVATION



IV. Application Packet Checklist

Applicant must complete the checklist below and submit it with the APPLICATION PACKET. An application will not be considered complete unless all items on the checklist are submitted. All checklist items are required. However, some items may be submitted up to 60 days after the application date (see below). Send only the items shown in the Checklist. Do not send letters of support or other supplementary materials.

Application Item <input checked="" type="checkbox"/>	Application Guide Page #	Signed by Authorized Representative <input checked="" type="checkbox"/>	Item Enclosed? Circle Y (Yes) or N (No)	If not enclosed, will submit by? (date must be within 60 days of application deadline)	Application Packet Page #
<input checked="" type="checkbox"/> Application Packet Checklist	Pg. 5		Required		Pg. <u>1</u>
<input checked="" type="checkbox"/> Application Form	Pg. 7	<input type="checkbox"/>	Required		Pg. <u>2</u>
<input type="checkbox"/> Authorizing Resolution	Pg. 9		Y/ <input checked="" type="radio"/> N	<u>11/30/16</u> date	Pg. <u>—</u>
<input checked="" type="checkbox"/> Grant Scope/ Cost Estimate	Pg. 10	<input type="checkbox"/>	Required		Pg. <u>3</u>
<input type="checkbox"/> Match Certification Form	Pg. 11	<input type="checkbox"/>	Y/ <input checked="" type="radio"/> N	<u>11/30/16</u> date	Pg. <u>—</u>
<input type="checkbox"/> CEQA Compliance Certification Form	Pg. 13	<input type="checkbox"/>	Y/ <input checked="" type="radio"/> N	<u>11/30/16</u> date	Pg. <u>—</u>
<input checked="" type="checkbox"/> Land Tenure Requirement	Pg. 14		Y/N	<u>11/30/16</u> date	Pg. <u>—</u>
<input checked="" type="checkbox"/> Sub-Leases or Agreements	Pg. 17		Y/N	<u>11/30/16</u> date	Pg. <u>—</u>
<input checked="" type="checkbox"/> Site Plan	Pg. 17		Y/N	<u>11/30/16</u> date	Pg. <u>—</u>
<input checked="" type="checkbox"/> Photos of the Project Site	Pg. 17		Y/N	<u>11/30/16</u> date	Pg. <u>—</u>
<input checked="" type="checkbox"/> Project Summary	Pg. 17		Required		Pg. <u>4</u>
<input checked="" type="checkbox"/> FACT FINDER Report	Pg. 20		Required		Pg. <u>5</u>
<input checked="" type="checkbox"/> Project Selection Criteria	Pg. 20		Required		Pg. <u>6-13</u>

Timeline

Pg. 14



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**Youth Soccer and Recreation Development Program
Project Application Form**

PROJECT NAME Sports Park Update	REQUESTED GRANT AMOUNT \$ 755,000
FACILITY NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code) Imperial Beach Sports Park 425 Imperial Beach Blvd. Imperial Beach, CA 91932	LAND TENURE (☑ all that apply) <input checked="" type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET 4th Street	
COUNTY OF PROJECT LOCATION San Diego County	
GRANT APPLICANT AND MAILING ADDRESS (entity applying for the grant) City of Imperial Beach, 825 Imperial Beach Blvd., Imperial Beach, CA 91932	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Andy Hall, City Manager	ahall@imperialbeachca.gov (619) 423-8615
Name (typed or printed) and Title	Email address Phone
APPLICATION CONTACT	
Aaron Ruiz, Unit Director (Boys & Girls Club)	aruiz@bgcscounty.org (619) 947-0901
Name (typed or printed) and Title	Email address Phone
DAY-TO-DAY CONTACT - For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Ed Vea, Management Analyst	evea@imperialbeachca.gov (619) 423-8615
Name (typed or printed) and Title	Email address Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached GRANT SCOPE/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature on file	November 1, 2016
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution	Date
Print Name Andy Hall	
Title City Manager	



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**Youth Soccer and Recreation Development Program
Grant Scope/Cost Estimate Form**

GRANT SCOPE (*Briefly describe the PROJECT, WATER CONSERVATION techniques used, and how it will create a NEW OPPORTUNITY, as applicable.*):

We currently receive a \$50,000 subsidy from the City of Imperial Beach in order to offset cost for utilities. Most of the amount goes to water. In our efforts to be efficient with our (see attached)

Project will involve (all that apply):

- | | | |
|--------------------------|-------------------------------------|----------------------------|
| Install | Renovate | |
| New | Existing | |
| <input type="checkbox"/> | <input type="checkbox"/> | Soccer venue(s) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Baseball/softball venue(s) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Basketball venue(s) |

Grant Scope Items (include contingencies and soft costs in the associated item to be installed or renovated - a line item for contingency is not allowed) - all that apply:

Install New	Renovate Existing		Estimated amount to be charged to grant
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Artificial turf	\$ 600,000
<input type="checkbox"/>	<input type="checkbox"/>	Replace natural turf with other drought tolerant surface	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Grass/natural turf	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Irrigation system	\$ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Basketball court	\$ 75,000
<input type="checkbox"/>	<input type="checkbox"/>	Indoor soccer court/futsal	\$ _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Field Lighting	\$ 90,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Batting Cages	\$ 10,000
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	\$ _____

For applications proposing to use Youth Soccer Program grant funds for NON-CONSTRUCTION COSTS, indicate estimated cost (cannot exceed 25% of grant amount):

Estimated Cost: \$ 775,000

Grant Amount Requested: \$ 775,000

Cost of entire project (including and beyond grant amount requested): \$ 775,000

The APPLICANT understands that all of the items listed on this form must be completed and open to the public before the final grant payment will be made.

Signature on file

AUTHORIZED REPRESENTATIVE Signature

November 1, 2016

Date

Continuation of Grant Scope:

Subsidy, we hope that by having an artificial turf field we can use the subsidy for other equipment or maintenance items. In our current state there are regulations for watering and conserving water which limits our usage in effect has begun to kill grass which makes the field an eyesore. We have been battling with registrations for our leagues and we feel like it is the current state of our facilities. When we initially began operating the recreation department we more than tripled the amount of classes, leagues, and recreational opportunities. We have since had to move our games and practices to other facilities as we have received complaints of current state of facilities. Instead of having to pay and go to places for practice (batting cages) it will simplify and maximize our space by being able to have batting cages on property and defeat having to travel and spend additional monies towards practices. We hope that by having artificial turf fields we can use subsidy monies towards other projects in a budget crisis. As for the upgrades, we hope it will be an attraction and increase attendance to where it was.



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

**Youth Soccer and Recreation Development Program
Match Certification Form**

Applicant: City of Imperial Beach

Project Name: Imperial Beach Sports Park Improvements

OGALS shall assign a higher priority to applications that include a commitment for match.

If the GRANT is awarded, this form will be referenced during grant administration for payments. Check one of the following:

Applicant Provides Match:

The applicant will only use Youth Soccer Program funds for CONSTRUCTION COSTS. The applicant will absorb any additional costs necessary to complete the PROJECT, such as NON-CONSTRUCTION COSTS, and therefore will submit expenditures for CONSTRUCTION COSTS *only*. These additional costs represent the applicant’s match (see also page 27).
Match = 5 points

Or

Applicant Does NOT Provide Match:

The applicant will use Youth Soccer Program funds for NON-CONSTRUCTION COSTS (up to 25% of the GRANT Amount) and therefore will submit expenditures for CONSTRUCTION COSTS and NON-CONSTRUCTION COSTS (see also page 27).
Match = 0 points

Certification:

I hereby certify that the above match category selected will be upheld for the purposes of the application process and administration process of the GRANT.

Signature on file



AUTHORIZED REPRESENTATIVE
(Signature)

Date

Andy Hall, City Manager

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

AGREEMENT

OPERATING AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, CALIFORNIA, AND THE BOYS & GIRLS CLUB, A CALIFORNIA NON-PROFIT, PUBLIC BENEFIT CORPORATION, FOR OPERATION AND MAINTENANCE OF THE IMPERIAL BEACH SPORTS PARK BY THE CLUB

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of Apr. 1, 2014, by and between the City of Imperial Beach ("CITY"), a municipal corporation, and The Boys & Girls Club ("CLUB"), a California non-profit public benefit corporation. CITY and CLUB are hereinafter sometimes individually referred to as "party" and, collectively, as the "parties."

RECITALS:

WHEREAS, CITY is the owner of certain real property located at 425 Imperial Beach Boulevard, commonly referred to as the "Sports Park," as set forth in Imperial Beach Municipal Code section 12.56.010 ("the Property") as described in Exhibit A, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, Picnic Tables, Playground/Tot Lot, and Parking areas (this Agreement excludes the ball fields on the southern portion of the Property as shown in Exhibit A); and

WHEREAS, CITY acknowledges that CLUB provides recreational, social and educational programs, services and activities to the general public, including the citizens of CITY and that CLUB is a well-respected charity in San Diego County; and

WHEREAS, CLUB has a unique expertise and extensive experience in administering sports and recreation programs in addition to institutional knowledge obtained from running sports and recreation programs throughout San Diego County; and

WHEREAS, CLUB has previously operated the Property and provided recreational programs; and

WHEREAS, this Agreement will provide the residents of CITY with more, and better, sports and recreation programs than are offered currently by CITY and by CITY employees; and

WHEREAS, City Council finds and declares that the services provided by CLUB under this Agreement are sufficiently technical in nature that they require specialized training and expertise, and constitute professional services within the meaning of Imperial Beach Municipal Code section 3.04.160; and

WHEREAS, the City Council finds and declares that the services provided by CLUB under this Agreement could not feasibly be provided by CITY employees, and constitute specialized services; and

WHEREAS, CITY desires that CLUB enter into this Agreement to enhance its recreation programs within Imperial Beach, the terms and conditions of which are expressed herein; and

WHEREAS, in consideration of CITY entering into this Agreement with CLUB, CLUB shall provide defined sports and recreation programming to the public, and shall assume responsibility for the maintenance and operation of the Property, the terms and conditions of which are expressed herein; and

WHEREAS, the Property is primarily intended for the benefit of City of Imperial Beach residents, and the purpose of this Agreement and the Property is to preserve the health and well-being of Imperial Beach residents; and

WHEREAS, this Agreement supersedes all prior written and/or oral agreements, statements or other matters by and between CITY and CLUB related to the Property.

NOW, THEREFORE, in consideration of the terms and conditions set forth, the parties hereby agree as follows:

I. TERM

- A. Commencement:** The term of this Agreement shall be from the commencement date of this Agreement on April 16, 2014 ("Commencement Date") until June 30, 2015 ("Initial Term"), unless otherwise modified by mutual written agreement of the parties. It is understood and agreed that CLUB's ability to use the Property is contingent upon the fulfillment of its obligations and covenants contained in this Agreement.
- B. Renewal Option:** At the end of the Initial Term of this Agreement, the parties have the option to renew this Agreement by mutual agreement for two (2) additional two (2) year periods ("Renewal Term") to correlate with the bi-annual budget cycle of City. Each Renewal Term may be exercised by CLUB providing written notice to CITY at least six (6) months prior to the expiration of the existing term of the Agreement and CITY will then consider CLUB's performance under the provisions of this Agreement in deciding whether or not to approve a renewal term.
- C. Termination:** This Agreement may be terminated without cause by either party with six [6] months advance written notice to the other party.
- D. Holdover:** CLUB shall have no rights of holding over after expiration or termination of the Agreement.
- E. Surrender of Facilities:** Upon termination or expiration of this Agreement, CLUB shall surrender all buildings, replacements, changes, additions and improvements constructed or placed by CLUB thereon, with all equipment or apparatus in or appurtenant thereto, except all movable fixtures [not including equipment or apparatus] installed by CLUB, to

CITY in a serviceable, safe and sanitary condition and good order and repair, except reasonable wear and tear. If any removal of such personal property by CLUB results in damage to the remaining improvements on the Property, CLUB agrees to repair all such damage at their sole cost and expense.

F. Surrender of Records: Upon termination or expiration of this Agreement, CLUB shall deliver to CITY copies of all files, plans, records, registers and other papers and documents which may be required for the proper operation and management of the Property, except those files or documents that may contain confidential information that must be protected by CLUB. CLUB shall surrender the Property free and clear of all liens and encumbrances, except those existing on the Commencement Date of this Agreement or those approved in writing by CITY. It is understood that CITY shall be entitled to a mandatory injunction to enforce this provision.

II. PROPERTY SUBJECT TO THE OPERATING AGREEMENT

A. The Property: For the purposes of operating Sports Park for the benefit of the citizens of Imperial Beach, CITY hereby delivers exclusive possession of the Property as depicted on Exhibit A subject to any covenants, conditions, and restrictions listed in this Agreement (including but not limited to the requirement that CLUB hold certain areas of the Property open to the public for public use in Section III(L); the existing lease mentioned under Section II(G) of this Agreement; and any easements or other encumbrances in the title report attached as Exhibit G) to CLUB and CLUB agrees to operate the Property, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, Picnic Tables, Playground/Tot Lot, and Parking areas.

B. Acceptance of Property: CLUB and CITY will conduct a preliminary walk through to identify the existing condition of the Property and equipment. An inventory of condition will be prepared and attached hereto as Exhibit D. Following the walk through, CLUB accepts the Property in an "AS IS" condition as of the Commencement Date of this Agreement as established by Section I(A), subject to the limitations in this Section and unless otherwise provided for under the terms of the Agreement. By signing this Agreement, CLUB represents and warrants that it has independently inspected the Property and made all tests, investigations and observations necessary to satisfy itself of the condition of the Property. CLUB agrees it is relying solely on such independent inspections, tests, investigations and observations in making this Agreement. CLUB further acknowledges that it does not hold CITY responsible for any defects in the Property and that CITY has made no representations or warranties of any kind, express or implied, with respect to the Property. CLUB's obligations under this Agreement shall not be diminished on account of any defect in the Property, any change of condition, or any damage occurring on the Property except as provided in this Agreement.

C. Representations: CITY has made no representations or warranties, expressed or implied, with respect to the Property and CLUB shall acquire no rights, easements or

licenses in or to the Property by implication or otherwise except as expressly set forth in this Agreement. CLUB understands that this Agreement is solely an operating agreement and the CITY is not granting any real property rights or interests to CLUB by entering into this Agreement. CITY represents that it has full authority and ability to enter into this Agreement.

D. Public Property: CLUB understands that the Property that is the subject of this Agreement is owned by the City of Imperial Beach and is public property.

E. Subsurface Rights: CITY hereby reserves all rights, title and interest in any and all subsurface rights, including but not limited to natural gas, oil, minerals, and/or other hydrocarbon materials or substances and water under, on or within the Property, without the right of surface entry.

F. Easements: CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the Property for utilities or access as it deems advisable for the public good.

G. Cricket Wireless Telecommunications Facility: The wireless telecommunications facility located in the area shown on Exhibit E is the subject of a lease agreement between CITY and Cricket Wireless. This facility shall remain under the leasehold of CITY and shall be maintained by Cricket Wireless pursuant to the terms of the lease between CITY and Cricket Wireless. CITY shall retain any and all rights to the monthly payment made by Cricket Wireless to CITY pursuant to said lease agreement.

H. CITY Right to Enter: CITY reserves and shall have the right to enter the Property at any time in response to an emergency and at reasonable hours, upon prior reasonable notice to CLUB for the purpose of viewing and ascertaining the condition, for making necessary repairs, or developing municipal resources and services, to protect its interest in the Property, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that the Property is not in a serviceable, safe, healthy and sanitary condition, CITY shall have the right but not the duty, after ten (10) days' written notice to CLUB, to have any necessary maintenance or repair work done at the expense of CLUB. Further, if at any time CITY determines that Property is not in a serviceable, safe, healthy and sanitary condition, CITY may at its option, upon ten (10) days' notice, require CLUB, at their expense, to file with CITY a faithful performance bond to assure prompt correction of any condition which is not serviceable, safe, healthy or sanitary. If CLUB does not obtain the performance bond within 10 days of receiving the request, the City has the option to obtain the bond and charge the cost of the bond to CLUB. The rights reserved in this section shall not create any obligations or duties on CITY or increase obligations elsewhere in this Agreement imposed on CITY, nor do any rights reserved in this section limit any authority City may have in administering and enforcing state or local laws, regulations, or ordinances.

III. CLUB RESPONSIBILITIES AND OPERATIONAL REQUIREMENTS

- A. Operation Fee:** As an operation fee, CLUB shall: (i) pay CITY \$1.00 per year in advance, (ii) modify and maintain the Property at CLUB's sole cost, and (iii) provide to the general public and citizens of Imperial Beach recreational, social and educational programs at a desirable level.
- B. Use and Programming:** It is expressly agreed that the Property to be operated by CLUB for the purpose of establishing, installing, maintaining and operating the Property to provide, at a minimum, the sports and recreation programming set forth in Exhibit B. Use of the Property for activities other than park and recreation activities are strictly prohibited pursuant to deed restrictions on the Property. Any CLUB programs offered in addition to those listed in Exhibit B are subject to the approval of the City Manager, or the City Manager's designee. No approval required by this Agreement shall be unreasonably withheld.
- C. Hours of Operation:** CLUB, with written consent of CITY which shall not be unreasonably withheld, shall be responsible for establishing hours of operation for all activities other than those areas of the Property required to be open to the public, as set forth in Section III (L).
- D. CLUB Employees:** CLUB shall provide an experienced and well-qualified on-site supervisor to oversee all operations conducted by CLUB at the Property. CLUB shall ensure that its employees are well-trained and shall at all times conform to all applicable rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by CITY. CLUB shall maintain a staff in adequate size and number, to CITY's satisfaction, to effectively operate, maintain and administer all services offered. CLUB shall conduct background checks of its prospective employees, including but not limited to criminal fingerprint clearance through the Department of Justice.
- E. Equipment:** CITY retains the right to require CLUB to discontinue the use of those items that are of a quality or nature unacceptable to CITY.
- F. Fee Schedule:** CLUB shall at all times maintain a complete list or schedule of the prices and charges for all goods or services, or combinations thereof, supplied to the public on or from the Property whether the same are supplied by CLUB or by concessionaires, permittees or licensees. Fees and rates, and any adjustments thereto shall not exceed the cost of providing the services, which includes any regular and acceptable overhead costs. Discounted fees for all memberships, goods and services shall be established for City of Imperial Beach residents (residency to be determined by the CLUB). CLUB shall establish scholarships based on financial need, for members of the public who do not have the ability to pay the established fees. Any fees to be charged are subject to the following exceptions:

1. Skate Park: CLUB shall operate the Skate Park as a public, non-profit facility, in compliance with the terms of a grant agreement between CITY and the Tony Hawk Foundation attached hereto as Exhibit F, which provided funding for construction of the park and in compliance with Imperial Beach Municipal Code Chapter 12.56. CLUB may charge fees for use of the Skate Park which are not inconsistent with these requirements. CITY prefers to allow the Skate Park to be used free of charge, except special events (i.e. competitions, exhibitions, etc.). Any fee charged for the use of the Skate Park by CLUB shall include a discounted Skate Park fee for City of Imperial Beach residents. CLUB shall be responsible to reimburse the CITY for the cost of any grant funds CITY is required to repay to the Tony Hawk Foundation as a result of CLUB's operation of the Skate Park.

- G. Improvements:** This Agreement is executed with the understanding and agreement that CLUB may find it necessary to make certain improvements to the Property in order to provide the required programming to the public. CLUB covenants and agrees that its operations, including any needed improvements to the Property, must be established, improved, and paid for wholly at the expense of CLUB, except as otherwise specified in this Agreement. CLUB shall diligently pursue any necessary improvements, provided however that CLUB shall be granted an extension for the completion of any modifications required under this Agreement if delay is caused by reason of strikes, fire, acts of God or other events beyond the control of CLUB, or unless the parties agree otherwise in writing. All improvements to the Property by CLUB are subject to the prior written approval of the City and are subject to any local, state or federal permits or building requirements. Within sixty (60) days following a request from CITY, CLUB shall furnish CITY with a complete set of "as built" plans for any improvements done by CLUB.
- H. Prevailing Wages:** CLUB shall, when required by law, pay prevailing wages for public works performed on the Property. As a material part of this Agreement, CLUB agrees to assume all risk and liability arising from any decision by CLUB or any contractor or subcontractor of CLUB not to pay prevailing wages for work required by this Agreement as evidenced by the requirements of Section IX(A)(1) of this Agreement.
- I. Contribution by City:** CITY agrees to pay the water and electricity costs for the Property until June 30, 2015. After June 30, 2015, Club and City will determine how much, if any, of the utility costs will be paid by City during the preparation of the Imperial Beach Two Year Municipal Budget. Additionally, City will provide up to \$10,000, per fiscal year, in scholarships for qualified residents who would otherwise not be able to participate. Such residents will be required to submit a request to CITY for consideration. Scholarships will be provided in accordance with policies and procedures of CITY and funds given directly from CITY to CLUB.
- J. Maintenance and Operation:** Except as specifically provided in Section III(I) above, as part of the consideration for permission to operate and use the Property, CLUB agrees to assume full responsibility and cost for all maintenance and operation of the Property

described in Exhibit A, including minor and routine maintenance, and major maintenance and repair, up to \$1,000 of all facilities, fields and buildings on the Property, in consultation with CITY. The Property shall be maintained in a condition satisfactory to CITY throughout the term of this Agreement. CLUB will conduct the repair and maintenance, including interior and exterior of buildings, equipment and apparatus, in conformity with all applicable laws, including the Prevailing Wage Law and the Public Contract Code. CLUB will ensure that the entire Property and all equipment and exterior landscaping are maintained in a safe and aesthetically pleasing manner, as established by (i) health and safety codes, (ii) standards established by exemplary facilities of a similar type, and (iii) CITY. CLUB will make general maintenance repairs within seven working days, and will make emergency (safety-related liabilities) repairs immediately. CLUB will provide custodial services and routine maintenance services for the Property. Should CLUB determine that the Property, in whole or in part, must be closed due to repair, renovation or maintenance, CLUB shall give CITY thirty (30) days advance notice prior to such closure and discuss ways to mitigate any impacts of such closure, unless an emergency condition exists, in which case, the CLUB will make a good faith effort to give CITY notice of the closure within twenty-four (24) hours of learning of the emergency condition.

- K. City Employees:** At the time of this Agreement, CITY has employees currently working at the Sports Park (hereinafter "Current Employees") whose names and contact information shall be provided to CLUB. CLUB shall offer each of the Current Employees the opportunity to interview for employment with CLUB. Further, the Current Employees shall receive priority for employment with CLUB where a Current Employee meets the qualifications and requirements for a position, as designated by CLUB.
- L. Public Access to Programs/Events:** Members of the public shall not be required to join CLUB (Boys and Girls Club or any affiliate or subset of the parent organization) in order to access any program and/or events offered at the Property by or supported by CLUB or its associates, contractors, or others acting on its behalf. Nonetheless, the CLUB may charge daily and other use fees as provided in this Agreement. CLUB shall not charge the public for parking. The Playground and Tot Lot portions of the Property as described on Exhibit C shall be open to the public free of charge at all times that the Property is open to the public, unless specifically reserved for a special event approved by CLUB. At the time of execution of this Agreement, the open hours for the Property are 7:00 a.m. until 10:00 p.m., pursuant to Imperial Beach Municipal Code section 12.56.020(X), which may be amended from time to time. The areas of the Property that are required to remain open to the public at all times that the park is open to the public are depicted in Exhibit C.
- M. Evaluation/Annual Reports:** On or about the first anniversary of the Commencement Date and then annually thereafter, CLUB shall provide annual reports to the CITY denoting Imperial Beach participant numbers, total participant numbers, events coordinated, capital projects completed, budget, next year operating and maintenance

plan and fee schedule, and any other pertinent statistics. CLUB shall provide CITY a written report on the first ninety (90) days of operation within the first six (6) months of this Agreement, which report shall include the same information as required in the annual report. On or about the first anniversary of the Commencement Date and then annually thereafter, CITY shall evaluate CLUB's performance in fulfilling its responsibilities under this Agreement. CITY and CLUB will mutually establish criteria to be used in performing this evaluation of CLUB's services. The evaluation shall include the CLUB's professional evaluation of current programs and the needs of City of Imperial Beach residents so that the CLUB and the CITY can discuss opportunities to further expand or modify services to meet the most current needs of the community.

- N. Use by Others:** The CLUB may allow short term recreational use of the Property to other groups or organizations, subject to regulations and fees as imposed by CLUB and in accordance with Imperial Beach Municipal Code Chapter 12.56.

IV. TAXES AND UTILITIES

- A. Taxes:** CITY shall not be obligated to pay any taxes, assessments or fees assessed or levied ("Impositions") upon the Property CLUB agrees to pay, before delinquency, all Impositions upon the Property.
- B. Payment before Delinquency:** Any and all Impositions and installments of Impositions required to be paid by CLUB under this Agreement shall be paid by CLUB at least ten (10) days before each such Imposition, or installment thereof, become delinquent, and the official and original receipt for the payment for such Imposition or installment thereof shall immediately be given to CITY.
- C. Payment by CITY:** Should CLUB fail to pay within the time specified in this Article any Impositions required by this Article to be paid by CLUB, CITY may, without notice to or demand on CLUB, pay, discharge, or adjust such imposition for the benefit of CLUB. In such event, CLUB shall, on or before the first day of the next calendar month following any such payment by CITY, reimburse CITY for the full amount incurred by CITY in so paying, discharging, or adjusting such imposition together with interest thereon at the highest permissible legal rate per annum, from the date of payment by CITY until the date of repayment by CLUB.
- D. Utilities:** Except as provided in Section III (I) above, CLUB is responsible for the cost of all utilities necessary for operation of the Property, including but not limited to water, sewer, cable, solid waste removal, telephone and electricity.

V. REPORTS / RECORDS

- A. Annual Program Financial Report:** Commencing no later than July 31st of each year after CLUB assumes management and operation of the Property, CLUB shall provide a

written accounting to CITY for the previous calendar year of all (i) fees, appropriate portion of CLUB membership fees and other income (excluding donations and grants) hereinafter called "Property income", and (ii) costs of repair, maintenance, expansion, renovation and operation hereinafter called "Property costs." Any excess of annual Property income over Property costs shall be held by CLUB and accounted for in an account which may be used by CLUB for the following Property-related purposes: operation and program costs, repair, maintenance, expansion, renovation, equipment or the prior year's deficit, if any. Any excess of annual Property costs over annual Property income shall be at cost to CLUB. Each such accounting shall be pursuant to generally accepted accounting principles as applied consistently to all CLUB branches and operating units, and shall be accompanied by CLUB's written certification that the accounting is accurate and complete.

- B. Inspection of Records:** CLUB agrees to make any and all records and accounts available to CITY for inspection at all reasonable times so that CITY can determine CLUB's compliance with this Agreement. These records and accounts will be complete and accurate showing all income and receipts from the use of the Property. CLUB's failure to keep and maintain such records and make them available for inspection by CITY shall be deemed a default of this Agreement. CLUB shall maintain all such records and accounts for a minimum period of five (5) years following the expiration or termination of this Agreement.

VI. COMPLIANCE WITH LAW

CLUB shall at all times in the use, maintenance, occupancy and operation of the Property comply with all applicable laws, statutes, ordinances and regulations of CITY, County, State and Federal governments at CLUB's sole cost and expense, whether or not said laws are expressly stated or referred to herein. This shall include, but not be limited to, compliance with the provisions of the Imperial Beach Municipal Code Chapter 12.56 related to the use of public parks and recreation facilities. In addition, CLUB shall comply with any and all notices by CITY under the authority of any such law, statute, ordinance or regulation.

VII. DEFAULTS AND REMEDIES

- A. Default:** The following shall be treated as events of default by CLUB:

1. Failure to perform any covenant or condition required by this Agreement and failure to cure such default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, failure to commence to cure the default(s) within said thirty (30) day period diligently pursue such cure to completion; or
2. Becoming insolvent, or voluntarily filing, or having involuntarily filed against it, any petition under any bankruptcy or insolvency act or law; or
3. Being adjudicated bankrupt; or

4. Making a general assignment for the benefit of creditors.

In any of these events of default, CITY may, at its option, without further notice or demand upon CLUB or upon any person claiming rights through CLUB, immediately terminate this Agreement and all rights of CLUB and of all persons claiming rights through CLUB to the Property or to possession thereof and CITY may enter and take possession of the Property.

B. Remedies: If CITY shall be required to exercise its right to cure default(s) through litigation, CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

1. CITY may correct said default(s) and charge the costs thereof to CLUB, which shall be due and payable within thirty (30) days after presentation by CITY to CLUB.
2. CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.

C. Abandonment: If CLUB has breached the Agreement and abandoned the Property for more than five (5) consecutive days, CITY may enforce all its rights and remedies hereunder including, but not limited to, the right to reenter and take possession of buildings, improvements, equipment and appurtenances thereto, and to recover any and all damages.

D. Endangerment: In the event CITY determines that CLUB's provision of service, program and/or staff endangers the public health, safety and/or welfare, CITY reserves the right to terminate such use immediately.

E. Waiver: Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager of CITY in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Agreement. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY and CLUB specifically agree that the Property is intended for the benefit of the citizens of Imperial Beach and that failure by CITY to discover a default to take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered.

F. Security Interest and Lien on Improvements And Personal Property: CITY shall have a security interest and first lien paramount to all others on every right and interest of CLUB in and to this Agreement, and on any building or improvement on or thereafter

placed on the Property, and on any furnishings, equipment, fixtures or other personal property of any kind belonging to CLUB, or the equity of CLUB therein, on the Property. The security interest and lien are granted for the purpose of securing considerations, taxes, assessments, charges, liens, penalties, and damages to be paid by CLUB, and for the purpose of securing the performance of all of CLUB's obligations under this Agreement. The security interest and lien shall be in addition to all rights of CITY given under statutes of this state, which are now or shall hereinafter be in effect.

VIII. EMINENT DOMAIN

- A. Taking:** This Agreement is contingent upon the Property being owned by the City of Imperial Beach. If the Property or portion thereof is taken through condemnation proceedings or under threat of condemnation by another public authority with the power of eminent domain, this Agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- B. Award:** All monies awarded in any such taking shall belong to CITY. In the event CITY is not the condemning authority, CITY shall have no liability to CLUB for any award not provided by the condemning authority.
- C. Transfer:** CITY has the right to transfer CITY's interest in the Property in lieu of condemnation to any authority entitled to exercise the power of eminent domain.
- D. No Inverse Condemnation:** The exercise of any CITY right under this Agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation so long as such rights do not unreasonably or substantially interfere with CLUB's operations.
- E. Relocation Assistance:** CLUB agrees that nothing contained in this Agreement shall create any duty in CITY for relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16 of the Government Code, as same may be amended or supplemented, upon the expiration or earlier termination of this Agreement.

IX. MECHANICS' LIENS; STOP NOTICES

- A. Mechanics' Liens; Stop Notices:** CLUB shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at the place of construction, done by it, or caused to be done by it, on the Property, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Property, CLUB shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. If improvements, alterations or repairs are made or are caused to be made to the Property by CLUB, and a lien or notice of lien is filed, CLUB shall within five (5) days of such filing either:

1. Take all actions necessary to record a valid release of lien; or
 2. File with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.
- B. Indemnification:** CLUB shall indemnify, defend, and hold CITY harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for CLUB or persons claiming under CITY.
- C. Notice of Lien or Stop Notice:** Should any claim of lien or stop notice related to CLUB's work of improvement of the Premises be filed against the Premises or any action be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.
- D. Notice of Nonresponsibility:** CITY or its representatives shall have the right to post and keep posted on the Premises notices of nonresponsibility or such other notices which CITY may deem to be proper for the protection of CITY's interest in the Premises. CLUB shall, before the commencement of any work which might result in any such lien or stop notice, give to CITY written notice of its intention to do so in sufficient time to enable posting of such notices.

X. INDEMNIFICATION

A. Hold Harmless and Indemnification:

1. CLUB hereby indemnifies, defends, and holds harmless CITY and its Council members, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of CLUB, or an agent, invitee, guest, employee, or anyone in, on or about the Property, with respect to the Property, the operations or services under this Agreement, or with respect to the application of any of CLUB's policies to activities or operations at the Property, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, loss of use, or claims pertaining or related to the release or use of hazardous materials, including but not limited to those listed in 49 CFR 172.101; intentional infliction of harm, including any workers' compensation suits, compliance with prevailing wage and public contracting requirements, compliance with tax laws, liability, or expense, arising from or connected with services performed by on behalf of CLUB by any person pursuant to this Agreement;

infringement of a patent or copyright or disclosure of a trade secret; and violation of state and federal antitrust laws; provided, however, that (1) nothing herein shall relieve CITY from liability to the extent that such liability arises from CITY's sole established negligence or willful misconduct and (2) nothing herein shall relieve CITY from liability to the extent that such liability arises solely from CITY operations conducted on the Property. For purposes of this indemnity clause, "Property" shall include all portions of the Property described in Exhibit A and Exhibit E. This indemnity shall not require payment of a claim by CITY or any of its Council members, officers, employees, agents or volunteers as a condition precedent to CITY's recovery hereunder. CLUB's obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by CITY and its Council members, officers, employees, agents and volunteers.

2. CLUB shall at all times save CITY free and harmless and indemnify CITY against all claims for labor and materials in connection with operations, improvements, alterations, or repairs to the Property and the costs of defending against such claims including attorney's fees.

B. Hazardous Materials:

1. **Hazardous Materials Laws-Definition:** As used in this Section X(B), the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., sec.9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., sec.1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., sec. 6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, soil and ground water conditions or other similar substances or conditions.
2. **Hazardous Materials – Definition:** As used in this Section X(B) the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:
 - a. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
 - b. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
 - c. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
 - d. is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or CLUB with respect to any third person under any Hazardous Materials Law.

- 3. CLUB's Representations and Warranties:** CLUB represents and warrants that, during the Term of this Agreement or any extension thereof, CLUB shall comply with the following provisions of this Section unless otherwise specifically approved in writing by CITY, subject to the terms and conditions of CLUB's maintenance obligations provided elsewhere in this Agreement:
- a. CLUB shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Property by CLUB, its agents, employees, assigns, contractors or invitees, except as required by CLUB's permitted use of the Property in the normal course of operations;
 - b. Any handling, transportation, storage, treatment or usage by CLUB of Hazardous Materials that is to occur on the Property following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
 - c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Property by CLUB at its sole expense, and any such discharge shall be promptly reported in writing to CITY, and to any other appropriate governmental regulatory authorities;
 - d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by CLUB in the Property;
 - e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by CLUB on the Property without CITY's prior written consent;
 - f. CLUB shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Property in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of CITY;
 - g. CLUB shall promptly supply CITY with copies of all notices, reports, correspondence, and submissions made by CLUB to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
 - h. CLUB shall promptly notify CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, CLUB shall either: (a) pay the claim and remove the lien from the Property, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to CITY in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Agreement, CLUB shall surrender the Property to CITY free of any

and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Property.

XI. INSURANCE

- A. Coverage:** Without limiting CLUB's indemnification of CITY, as provided above, CLUB shall take out and maintain at all times during the term of this Agreement, and shall require any contractors performing work on the Property to furnish, the following insurance at its sole expense:
- 1. Liability:** Public liability and property damage insurance in the amount of not less than \$1,000,000 per occurrence in the primary and \$2,000,000 per occurrence in the excess for a stackable amount of \$3,000,000 per occurrence. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CLUB or by authorized representatives of CLUB on or in connection with CLUB's use and operation of the Property.
 - 2. Automobile Liability:** Automobile liability insurance in the amount of not less than \$1,000,000 combined single limit in the primary and \$2,000,000 per occurrence in the excess for a stackable amount of \$3,000,000 per occurrence. At all times during the term of this Agreement, CLUB shall maintain automobile liability insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles in a form and with insurance companies acceptable to CITY.
 - 3. Workers' Compensation:** CLUB shall maintain California Workers' Compensation Insurance with statutory limits. CLUB shall provide the CITY with a certificate of Workers' Compensation Insurance coverage.
 - 4. Employer's Liability Insurance:** CLUB shall provide Employers' Liability insurance in the amount of, at least \$1,000,000 per accident for bodily injury and disease. CLUB shall provide the CITY with a certificate of Employers' Liability Insurance.
 - 5. Sexual Molestation Liability (SML) Insurance:** CLUB shall provide sexual molestation liability (SML) insurance in the amount of \$2,000,000 per occurrence or event with an annual aggregate limit of \$4,000,000.
- B. Conditions:** All insurance policies shall list CITY, its Council members, officers, employees, and agents as additional insureds, protect CITY as its interest may appear against reasonable legal costs in defending claims and shall not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California.
- C.** CLUB shall provide evidence of compliance with the insurance requirements listed above by providing certificates of insurance, in a form satisfactory to the Administrative Services Director of CITY. Copies of the insurance certificate will remain on file with CITY during the entire term of this Agreement. At least thirty (30) days prior to the expiration of each certificate, CLUB shall furnish a certificate showing that a new or extended policy has been obtained which meets the terms of this Agreement. For any

claims related to this Agreement, CLUB's insurance shall be primary insurance as respects CITY, its officers, officials, employees, agents, representatives, and/or volunteers.

- D. Acceptable Insurance Companies:** Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the State. Such insurance carriers shall have not less than an "A-"policy holder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide unless otherwise approved by CITY.
- E. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$25,000 must be declared to and approved by CITY prior to the execution of this Agreement, but may be adjusted in CITY's discretion over the term of this Agreement for inflation.
- F. Modifications:** CITY, at its discretion, may reasonably require the revision of amounts of coverage at any time during the term by giving CLUB sixty (60) days prior written notice. CITY's requirements shall be designated to assure protection from and against the kind and extent of risk existing on the Property. CLUB also agrees to obtain any additional insurance required by CITY for new improvements in order to meet the requirements of this Agreement.
- G. Accident Reports:** Within seventy-two (72) hours (twenty-four (24) hours for death or serious accidents), CLUB shall report to CITY any accident causing more than ten thousand dollars (\$10,000) worth of property damage or any serious injury to persons using the Property. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.
- H. Waste, Damage, or Destruction:** CLUB agrees to give notice to CITY of any fire or other damage that may occur at the Property within three days of such fire or damage. CLUB agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Property clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.
- I. Failure to Comply:** If CLUB fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. CLUB shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within 30 days of payment stating the amount paid, names of the insurer and rate of interest. Said reimbursement and interest shall be paid by CLUB on the first day of the month following the notice of payment by CITY. Notwithstanding the preceding provision, if CLUB fails or refuses to take out or maintain insurance as required in this Agreement, or fails to provide the proof of insurance, CITY has the right

to declare this Agreement in default without further notice to CLUB and CITY shall be entitled to exercise all legal remedies in the event of such default.

XII. DAMAGE OR DESTRUCTION

- A. CLUB's Duty to Repair Casualty:** Except as provided in this section and subject to the terms and conditions of CLUB's maintenance obligations provided elsewhere in this Agreement, should the Property be damaged by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature (Casualty), CLUB, at CLUB's sole cost and expense, shall, as expeditiously as reasonably possible, consult with CITY and repair any damages to the Property, and repair, restore and replace any such damaged or destroyed fixtures, improvements or personal property.
- B. Construction Provisions:** In the event of any reconstruction of the Property, fixtures or improvements required of CLUB pursuant to this Section, CLUB shall repair the Property, and repair or rebuild such fixtures and improvements, to substantially the same condition they were in immediately preceding such Casualty.
- C. No Abatement:** In the event of reconstruction, replacement or repair by CLUB pursuant to this Section as approved by CITY, CLUB shall continue its operations on the Property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. CLUB shall not be entitled to any compensation or damages from CITY for loss of use of the whole or any part of the Property, CLUB's personal property or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

XIII. GENERAL PROVISIONS

- A. Entire Agreement:** This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof. Neither of the parties has relied upon any oral or written representation or oral or written information given to it by any representative of the other party. All prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. Each party has relied on its own examination of the Property, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself. Each of the parties agrees that no other party, agent, or attorney of any other party has made any promise, representation or warranty, whatsoever, which is not contained in this Agreement. Failure or refusal of any party to read the Agreement or other documents, inspect the Property and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have

been based on these actions. No modification, amendment or alteration of this Agreement will be valid unless it is in writing and signed by all parties.

- B. Covenant Running With the Land:** This Agreement shall be binding upon and shall inure to the benefit of the parties, and their assigns, agents, servants, employees and successors in interest, including, but not limited to, any person or entity claiming title through CLUB to all or any portion of the Property. The benefits and burdens described herein constitute covenants running with the land for the benefit of the Property owned by CITY.
- C. Headings:** The headings of Sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
- D. Amendments:** The governing bodies of CITY and CLUB may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of each organization. Amendments shall not invalidate this Agreement, but may relieve or release either party from certain obligations contained herein.
- E. Additional Instruments to Be Executed:** The parties shall execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this Agreement whenever occasion shall arise and request for such instruments shall be made.
- F. Counterparts:** This Agreement may be executed in counterparts and, when so executed by the parties, shall become binding upon them and each such counterpart will be an original document.
- G. Waiver:** No covenant, term or condition of this Agreement shall be deemed to be waived by any party hereto unless such waiver is in writing and executed by the party making the waiver. No waiver or a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.
- H. Severability:** If any provision of this Agreement is held invalid, the Agreement shall not be affected thereby and shall nevertheless be in full force and effect to the fullest extent permissible by law.
- I. Successors And Assigns / Binding Effect:** CLUB shall not be entitled to assign or sublet all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of CITY, which consent shall not be unreasonably withheld. Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations

thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this Agreement which are applicable to the rights acquired. Any purported assignment or subletting without CITY's prior written consent shall be void.

- J. Governing Law and Venue:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be deemed made and entered into San Diego County, which shall also be deemed to be the sole proper venue for any action or proceeding to this Agreement.
- K. Attorney's Fees:** In the event any action shall be instituted by CITY in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, including reasonable attorneys' fees as fixed by the Court therein.
- L. Inconsistencies and Ambiguities:** This Agreement is to be deemed to have been prepared jointly by the parties hereto with advice of counsel and, if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against any particular party as the drafter.
- M. Independent Contractor:** This Agreement by and between CITY and CLUB and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between CITY and CLUB. CLUB understands and agrees that all persons furnishing services for and on behalf of CLUB pursuant to this Agreement are, for purposes of liability, employees solely of CLUB and not of CITY.
- N. Nondiscrimination/Equal Opportunity:** CLUB, for itself, its successors and assigns and all persons claiming under or through it, covenants that it shall not discriminate against or segregate against any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, in the operations, occupancy, use or enjoyment of the Property. CLUB shall adopt guidelines to ensure that neither CLUB nor any person claiming under or through it, will establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Property or the improvements thereon. CLUB shall not prophesy or promote its creed to persons making use of the Property. CLUB further covenants to comply with all State and Federal nondiscrimination laws now or hereafter in effect. The foregoing covenants shall run with the leasehold. CLUB agrees to abide by CITY's equal opportunity policy as it exists or is amended to the extent that the program is applicable to this Agreement. A copy of the program effective as of the date of this Agreement is on file in the office of the City of Imperial Beach.

- O. Notices:** All notices, demands or other communications concerning this Agreement shall be directed to the following authorized representatives. Any party may change its address by a notice given to the other party.

CITY

City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone: (619) 423-8303
Attn: City Manager

CLUB

The Boys & Girls Club
847 Encina Avenue
Imperial Beach, CA 91932
Phone: (619) 424-2266
Attn: President

Any such notices shall be deemed given when deposited in the mail as required herein above and shall be deemed received 48 hours after being deposited as required herein. The person and the place to which notices are to be mailed may be changed by either Party by notice to the other.

- P. Authority:** Each party and its respective agents executing this Agreement warrants and represents that it has full power and authority to execute, deliver and perform the obligations under this Agreement, and that each party's performance hereunder has been duly authorized by requisite actions on the part of that party.
- Q. Time of Essence:** Time is of the essence of each and every provision of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO have executed this Agreement on date first above written.

CITY OF IMPERIAL BEACH

Signature on file

ANDY HALL, CITY MANAGER

Date

4/17/2014

THE BOYS & GIRLS CLUB

Signature on file

PRESIDENT

Date

4/17/2014

ATTEST:

Signature on file

JACQUELINE M. HALD
CITY CLERK

EXHIBIT A
DESCRIPTION OF THE PROPERTY SUBJECT TO THE OPERATING AGREEMENT

- Note (ball field area to be removed as indicated in attached map)

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Imperial Beach and described as follows:

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.
Also excepting therefrom any and all street openings.

Parcel 2:

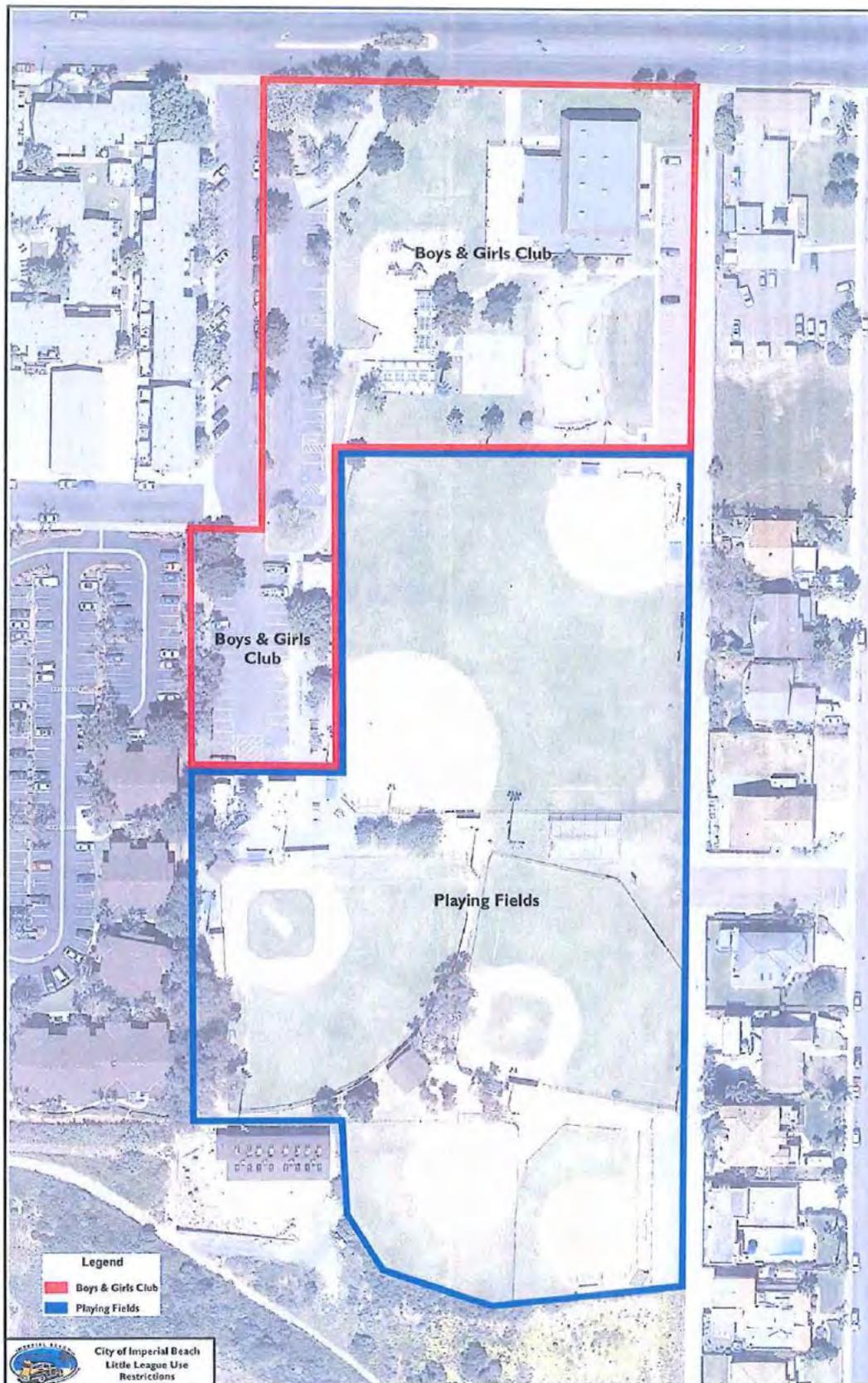
The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet ;thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 9755 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00
(End of Legal Description)



**EXHIBIT B
MINIMUM PROGRAMMING TO BE PROVIDED BY CLUB**



**BOYS & GIRLS CLUBS
of South County**

**IMPERIAL BEACH SPORTS PARK
SPRING CLASS SCHEDULE**

Annual Membership Fees: \$40 Individual Fee / \$60 Family Fee

DANCE	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Ballet /Tap-Beginning	3-4	Yesenia	TBD	TBD	\$40/\$45/\$55	10 WEEK
Ballet /Tap-Intermedia	5-7	Yesenia	Thurs	5-5:45pm	\$40/\$45/\$55	10 WEEK
Ballet /Tap-Intermedia	8-10	Yesenia	Wed	5-5:50pm	\$40/\$45/\$55	10 WEEK
Zumba	12+	Abby	Mon &Thurs	7-8pm	\$40/\$45/\$55 (\$7 drop in)	MONTHLY

MARTIALARTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Tae Kwon Do I	3-5	Kim	Tues & Thurs	4-4:30pm	TBD	MONTHLY
Tae Kwon Do II	6+	Kim	Tues & Thurs	5-6pm	TBD	MONTHLY

LIFE SKILLS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Basic Computer Skills	18+	STAFF	1/WEEK	TBD	FREE	8 WEEK
Career Readiness	16+	STAFF	1/WEEK	TBD	FREE	8 WEEK

PHYSICAL FITNESS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Yoga I	4-7	Minnie	1/WEEK	TBD	TBD	MONTHLY
Yoga II	8-12	Minnie	1/WEEK	TBD	TBD	MONTHLY
Yoga III	12+	Minnie	1/WEEK	TBD	TBD	MONTHLY
Gymnastics	3-5	Daniela	Mon	TBD	\$40/\$45/\$55	10 WEEK
Gymnastics	6-10	Daniela	Thurs	4:15-5pm	\$40/\$45/\$55	10 WEEK
Boot Camp	16+	Marion	TBD	TBD	\$100/\$105/\$110	MONTHLY

PERFORMING ARTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Guitar	6+	TBD	1/WEEK	TBD	\$35/\$40/\$50	8 WEEK

ENRICHMENT	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Mommy & Me	2-5	Sandra	Mon	10-11am	\$40/\$45/\$55	10 WEEK

SPORTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Youth Basketbal	12--14	TBD	1/WEEK	TBD	\$40/\$45/\$55	SEASONAL
Adult Basketball	18+	TBD	1/WEEK	TBD	\$250/\$300 per team	SEASONAL

Seniors	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Yoga IV	55+	Minnie	1/WEEK	TBD	TBD	MONTHLY
Zumba II	55+	Abby	Mon &Thurs	7-8pm	\$40/\$45/\$55 (\$7 drop in)	MONTHLY
Basic Computer Skills	55+	STAFF	1/WEEK	TBD	FREE	ON GOING
Social Hour	55+	STAFF	1/WEEK	TBD	FREE	ON GOING

DROP-IN ACTIVITIES	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Cooking	6-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Dodgeball Night	6-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Dances	11-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Parent Night Out	6-12	STAFF	1/MONTH	6-10PM	\$10/\$15/\$20	TBD

Exhibit C
Property Held Open to the Public
Map/Description of Facilities

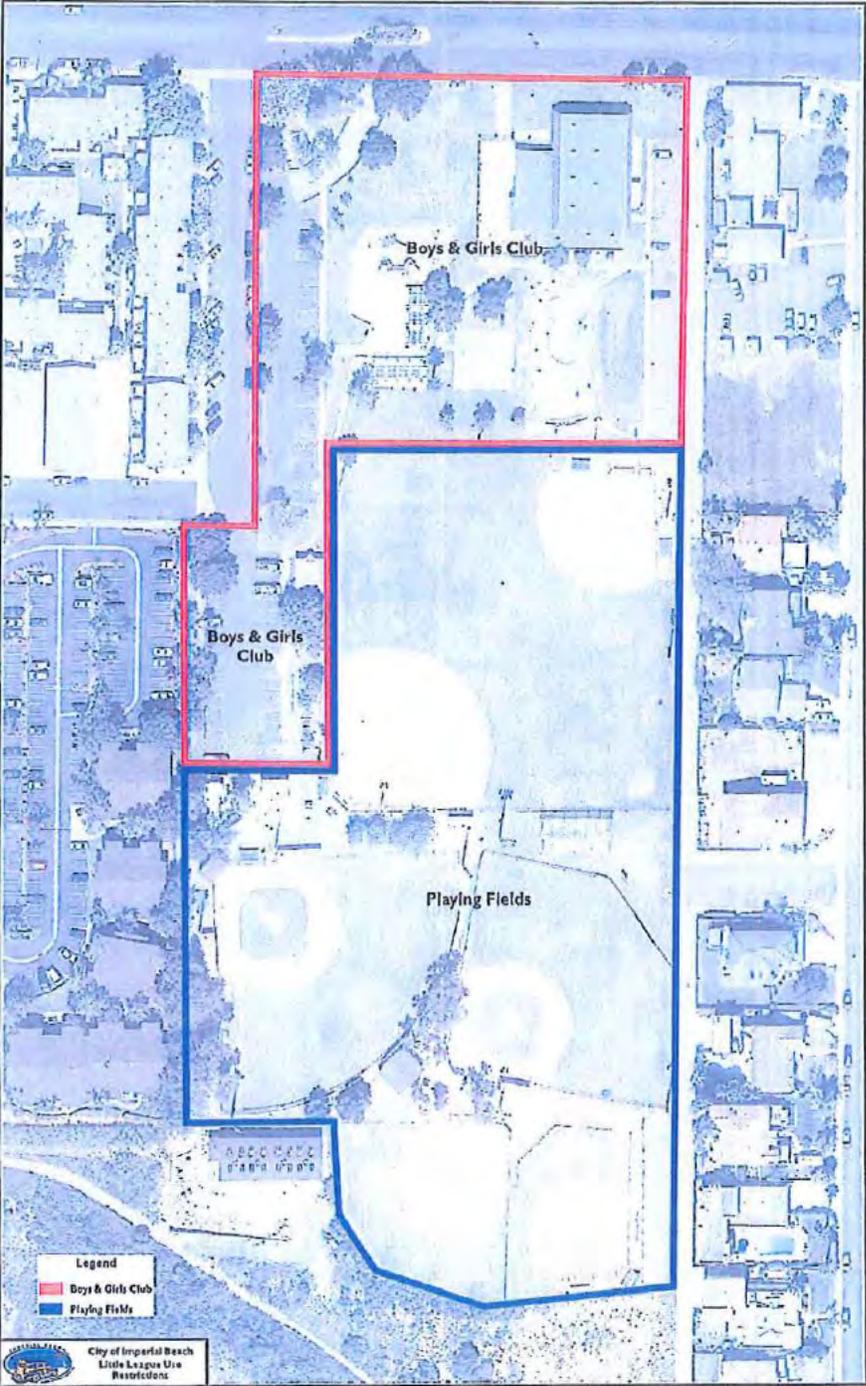


Exhibit D – Walk-Thru Inspection

EXHIBIT D - SPORTS PARK WALK THRU INSPECTION

1. Signage needs to be changed to Boys & Girls Club
2. Gym Fascia needs painted/wood rot needs replaced
3. Remove pine trees on south side of gymnasium. Water is leaching up lower portion of wall
4. South east corner of gym is cracked. PVC piping missing on top Southeast corner of gym, wiring exposed
5. Graffiti removed on South side of gym
6. Southwest entry door is stained with urination
7. Light/fence columns on patio are cracked
8. Caulking around lower joints of patio/building
9. Water heater drain is broken
10. Water heater vent need connection
11. Men's toilet drains slowly. Lines need to be inspected by video camera to determine problem
12. Music Room door/ wall need finished
13. New gym flooring is needed. Multi-purpose flooring such as flooring at BGC gym is suggested
14. Gym divider partition/curtain is needed to maximize recreation classes space
15. Gym storage door needs replaced
16. All gym lights need to be checked
17. Holes in gym storage ceiling
18. Gym water fountain not working properly
19. Spit sink adjustment is needed
20. Breakaway rims need installed on basketball backboards
21. Test mechanical operation of basketball backboards
22. Test mechanical operation of scoreboard
23. Test mechanical operation of heaters
24. Test mechanical operation of speakers
25. Test mechanical operation of fire alarms

Exhibit D – Walk-Thru Inspection

26. Games room counter door hinges need replaced
27. Dry wall under sink in kitchen area needs replaced
28. Games room ceiling tiles need replaced or painted
29. Missing exit light screens
30. Playground mats in Tot Area are missing and worn
31. Gazebo needs repainting
32. Meter box foundation needs replaced
33. Outside activities board needs removed or replaced
34. Is Skate Park unfinished? Identify purpose of grass area in skate park
35. Replace or remove goop on North west fascia
36. East side lighting needs checked
37. North side under eaves stucco is cracked
38. West wall gym entrance door needs replaced
39. NW corner roof - grease or mold
40. NW corner base is discolored
41. Tree trimming

EXHIBIT E
CELLULAR TOWER AGREEMENT WITH CRICKET COMMUNICATIONS

MF 852; CUP 060382; DR 060383
Site known as: Imperial Beach Sports Park
APN: 632-400-35
Cricket Site Identifier: SAN-749 Imperial Beach Park

NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE

This Non-Exclusive License Agreement for Cellular Site (the "Agreement") is entered into as of the date indicated on the execution page, by the City of Imperial Beach, a municipal corporation with an address at 825 Imperial Beach Boulevard, Imperial Beach, California 91932 (the "City" and hereinafter referred to as "Grantor") and Cricket Communications, Inc., a Delaware corporation, with its principal office located at 10307 Pacific Center Court, San Diego, California 92121 (hereinafter referred to as "Grantee"). Pursuant to the terms hereof, Grantor hereby grants to Grantee, its successors and assigns, a License to enter upon certain property, as more particularly described in Exhibit 1 attached hereto and incorporated herein by reference (the "Property"), subject to the terms and conditions set forth in this Agreement:

WITNESSETH:

WHEREAS, the City owns that certain plot, parcel or tract of land, located at 425 Imperial Beach Boulevard, Imperial Beach, California 91932, in the County of San Diego, commonly known as the Imperial Beach Sports Park (referred to hereinafter as the "Property" and more particularly described in Exhibit 1 attached hereto and incorporated herein by reference).

WHEREAS, Grantee desires to use a portion of the Property in connection with its federally licensed communications business.

WHEREAS, Grantor desires to grant to Grantee the right to use said portion of the Property in accordance with the Non-exclusive License described herein.

WHEREAS, the Non-Exclusive License authorizes only the uses specified therein and requires the prior written permission of the City for any other use.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE.** Grantor hereby agrees to permit Grantee to locate its Communication Facility (as defined below in Section 2) on a portion of the Property, as more particularly described and depicted in Exhibit 2, attached hereto and incorporated herein by reference. In connection with the Communication Facility, Grantor grants to Grantee a License to enter upon and/or use portions of the Property consisting of the following: (i) ground area space of approximately 91 square feet with dimensions measuring approximately 13' X 7' feet (the "Equipment Space") upon which Grantee will construct its underground vault station equipment; and (ii) the non-exclusive easement for reasonable access to the Equipment Space and existing telecommunications monopole, seven (7) days a week twenty-four (24) hours a day,

on foot or motor vehicle and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along a two (2) foot wide right-of-way extending from the existing monopole and existing SDGE power source, to the demised premises (said demised premises and right-of-way hereinafter collectively referred to as the "Premises") for access being substantially as depicted in Exhibit 2; provided that the access and use shall not interfere with Imperial Beach Sports Park related activities.

2. PERMITTED USE / OBLIGATIONS.

(a) Grantee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair and replacement of its communication facility and related equipment, cables, accessories and improvements, which may include a suitable support structure for associated antennas, underground equipment shelters or cabinets and any other items necessary to the successful and secure use of the Premises (collectively the "Communication Facility") as approved in the City of Imperial Beach Conditional Use Permit 060382; such use may include the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Grantor and Grantee agree that any portion of the Communication Facility that may be described on Exhibit 2 will not be deemed to limit Grantee's Permitted Use. Final approval of the initial installation of the Communication Facility shall be made based upon final drawings. Grantee has the right to make improvements, alterations or additions to the Premises ("Grantee Changes") appropriate for Grantee's use, subject to prior written approval by the Grantor, which approval shall not be unreasonably withheld, or delayed. Grantee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility, including all requirements of the Grantor set forth in its Policies and Regulations concerning Cellular Telephone Facilities, a copy of which has been provided to Grantee, as hereafter amended or modified. Grantee has the right to, at its sole cost and expense, to modify, replace, or upgrade the Communication Facility within the Premises at any time during the term of this Agreement provided that said alterations of the Premises or actions taken by Grantee shall not violate Section 7 or Section 12 of this Agreement, shall not increase the burden upon the Premises or the Property, or materially change the shape, number or location of antennae or pole. Grantor reserves the right to increase the License Rent if the Grantor determines that any substitutions, modifications, or additions including, but not limited to, the number of antennae, antennae location, or antennae orientation materially alters the scope of License or project installation as described in Exhibit 2.

(b) As a condition of granting this license the Grantee shall install and maintain three (3) appropriately sized flood lights and one (1) security light to sufficiently illuminate the picnic and basketball court area of the Imperial Beach Sports Park to the Grantor's specifications and satisfaction.

(c) Upon completion of the Communication Facility, Grantee shall arrange for a radio frequency emissions test (the "Test") to be performed by an FCC-certified third party reasonably approved by Grantor, as required by Federal Communications Commission (the "FCC") regulations, which results shall be provided to Grantor in a written report. Grantee shall be responsible for the cost of performing the Test and submitting the third party written report of

monitoring results to Grantor. During the final year of the Initial Term (as defined below), and before the start of the second term, if any, Grantee shall arrange for another Test to be conducted and another written report to be submitted to Grantor, as specified herein.

(d) If the results of either of the Tests described in paragraph (c) above do not demonstrate compliance with FCC emissions standards, Grantor shall give Grantee written notice thereof, and Grantee shall bring the Communication Facility into compliance with FCC standards. The parties acknowledge and agree that the grant of this License is conditioned upon ensuring that Grantee's radio emissions fall within FCC standards. If the facilities of telecommunications licensees other than Grantee are located on the Property, only Grantee's radio frequency emissions shall be considered as the benchmark for compliance with FCC standards. Should Grantee be unable to comply with FCC standards within ninety (90) days after receiving Grantor's written notice of such non-compliance, Grantee shall discontinue use of its equipment that is causing such noncompliance. If Grantee fails to do so within such ninety (90) day period, Grantor shall have the right to terminate this License upon ten (10) day written notice.

(e) During the term of this License, Grantee shall conduct additional emissions tests as may be required by FCC regulations.

(f) Within ninety (90) days after the installation of Grantee's Communication Facilities, Grantee shall provide Grantor with as-built drawings of the Communication Facilities, which show actual location of all equipment and improvements consistent with Exhibit 2. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and antennae.

3. TERM.

(a) This Agreement and the License conveyed herein shall be in effect for five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurs.

(b) This Agreement and the License will automatically renew for four (4) additional renewals of five (5) years each and, unless earlier terminated, shall remain in effect for up to twenty-five (25) aggregate years (each renewal term shall be referred to as an "Extension Term"). Each Extension Term shall be effective automatically but only if the terms and conditions set forth in Section 4 below are met; provided that Grantee does not notify Grantor in writing of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Initial Term or Extension Term.

(c) If Grantee continues use of the License after the end of the Initial Term and any applicable Extension Term (the "Holdover Term"), Grantee's use of the Premises shall be subject to the same terms and conditions as this License and Agreement. Grantee shall continue to pay Grantor the same monthly amount set forth in Section 4 hereof on a month-to-month or yearly basis. The Holdover Term and this license to continue use during the Holdover Term may

be revoked by either party upon thirty (30) days written notice to the other party.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. RENT.

(a) Commencing on the later of (i) January 1, 2007, (ii) the date that Grantee commences occupation of the Premises, as evidenced by the storing of any tools or equipment on the Premises or the commencement of construction or any alteration of the Premises, or (iii) the date which is ninety (90) days following the issuance of a non-appealable Conditional Use Permit by the City of Imperial Beach for Grantee's use of the Property (the "Commencement Date"), Grantee will pay annual rental payment of Thirty Thousand and No/100 Dollars (\$30,000.00) ("Rent") to Grantor for the use of the Premises. Payments shall be made annually or in twelve (12) equal monthly installments, on or before the 5th day of each calendar month in advance. The monthly payment shall be an aggregate amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month to be paid by Grantee in one check addressed and delivered to the City at the address indicated below. Rent will be prorated for any partial month. Grantee also agrees to pay the City a one-time payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500), within sixty (60) days of the date on which the City signs this Agreement.

(b) Upon the commencement of each new calendar year, the Rent shall increase by any percentage increase which occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the San Diego Metropolitan Statistical Area during the preceding year period. However, in no event shall the adjusted rent increase be less than four percent (4%) nor more than eight percent (8%) per year rounded to the nearest dollar (\$1.00). In the event that the above index is no longer published, the parties shall use the successor index, or if no successor index exists, the parties shall mutually agree on an equivalent index.

(c) Grantee shall pay Grantor a late payment charge of five percent (5%) of any payment which is not paid within ten (10) business days after the due date. In addition, any late payment shall bear interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by law.

5. APPROVALS.

(a). Grantor agrees that Grantee's ability to use the Premises is contingent upon the suitability of the premises for Grantee's Permitted Use and Grantee's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Grantee of its use of the Premises, including without limitation all permits required by the City, applications for zoning variances, zoning ordinances, amendments, special use permits, conditional use permits, and construction permits (collectively referred to as "Governmental Approvals"). Grantor authorizes Grantee to prepare, execute and file all required applications to obtain Governmental Approvals for Grantee's Permitted Use under this Agreement and agrees to reasonably cooperate with Grantee in preparing such applications.

(b) Grantee has the right to obtain a title report or commitment for a title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Grantee's choice at Grantee's sole cost and expense.

(c) Grantee may also obtain, at Grantee's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Grantee's use of the Premises will be compatible with Grantee's engineering specifications, system, design, operations or Governmental Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 14 of this Agreement after the applicable cure period;

(b) by Grantee upon written notice to Grantor, if Grantee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Grantee; or if Grantee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Grantee on sixty (60) days written notice for any reason, so long as Grantee pays Grantor and City a termination fee equal to six (6) months Rent, at the then current Rent rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Grantee under any one or more of Sections 6(a), 6(b), 17, 18 or 19(c) of this Agreement;

(d) by Grantor upon eighteen (18) months' prior written notice by Grantor after the first five (5) year term, if Grantor needs the Premises to provide for the health, safety, and welfare of its citizens; provided, however, in the event any such notice of such termination is given, Grantor and Grantee shall use their best efforts to find a suitable alternative site on or near the Property to which Grantee's Facilities may be temporarily or permanently relocated. If a relocation site is agreed to, this License shall be amended accordingly.

(e) upon termination of this Agreement for any of the causes listed in this section or at the end of the Term of this Agreement, all interests herein conveyed shall be terminated automatically (no conveyance from Grantor to Grantee will be required) and all equipment shall be removed pursuant to Section 12 hereof.

7. **INTERFERENCE.**

(a) Except for any uses required under applicable law, Grantor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use interferes with Grantee's Communication Facility. Grantor will notify

Grantee of any such proposed lease, license or other right, and Grantor may grant any third party the right to install and operate communications equipment on the Property so long as it has determined that such use will not create interference with Grantee's Communication Facility.

(b) Neither Grantee nor Grantor will use, nor will Grantee or Grantor permit its respective employees, licensees, invitees or agents to use, any portion of the Premises or the Property in any way which unreasonably interferes with each other's operations or the rights of either Grantor or Grantee under this Agreement. Grantor and Grantee will cause interference caused by either of them, respectively, to cease within seventy-two (72) hours after receipt of written notice of interference from the other party. In the event any such interference does not cease within the aforementioned cure period, then the party causing or permitting such interference shall cause the equipment causing such interference to be modified such as to eliminate the interference or to be removed, if modification is not successful in terminating the interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

8. INDEMNIFICATION.

Subject to Section 19(b) below, Grantee agrees to indemnify, defend and hold City and its respective governing board or council, officers, attorneys, agents and employees, collectively and individually, harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Grantee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of the City, or their respective employees, agents or independent contractors.

9. WARRANTIES.

(a) Grantee and Grantor each acknowledge and represent to the other that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) The City, as applicable, represents and warrants that: (i) the Property is owned by the City in fee simple; (ii) the Property is not encumbered by any other liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Grantee's Permitted Use and enjoyment of the premises under the License and this Agreement; (iii) as long as Grantee is not in default then Grantor grants to Grantee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises subject to the terms herein; (iv) City's execution and performance of this Agreement will be binding on the respective party after the other party's binding and valid execution thereof.

10. ENVIRONMENTAL.

(a) Grantee agrees it will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to Grantee's activity conducted in, or on the Property.

(b) Grantee agrees to hold harmless and indemnify Grantor from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards of policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Section 10 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 10 will survive the expiration or termination of this Agreement.

11. ACCESS.

At all times throughout the Term of this Agreement, and at no additional charge to Grantee, Grantee and its employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) days a week pedestrian and vehicular access to and over a portion of the Property, from an open and improved public road, to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, provided that such access does not interfere with Imperial Beach Sports Park activities as determined by Grantor.

12. REMOVAL/RESTORATION.

All portions of the Communication Facility brought onto the Property by Grantee will be and remain Grantee's personal property and, at Grantee's option, may be removed by Grantee at any time during the Term. However, the Grantor, in its sole discretion, may elect for the antenna pole, the facility used to store communications equipment, and related conduit to become the permanent property of the Grantor upon expiration or termination of this Agreement by notice to Grantee, in writing, no later than sixty (60) days following expiration or termination of this Agreement. Within one hundred twenty (120) days of the expiration or termination of this Agreement, Grantee will remove all improvements, including the antenna pole, facility used to store communications equipment, and related conduit, unless Grantor has elected to take permanent possession of said items, and return the Premises to their original condition on the

date of execution of this Agreement, normal wear and tear and loss due to casualty and other causes beyond Grantee's control excepted, unless such requirement is waived in writing by Grantor.

13. MAINTENANCE/UTILITIES.

(a) Grantee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Grantor will maintain and repair the Premises and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Grantee will promptly repair any damage to the Property caused by Grantee or its agents.

(b) Grantee will apply and maintain an anti-graffiti coating of the Grantor's specification on their antenna pole up to a height of ten feet above ground. Grantee will remove any graffiti from their property within 48 hours following receipt of notice to Grantee. If graffiti is not removed by Grantee within 48 hours following receipt of notice to Grantee, Grantor will remove graffiti and bill Grantee cost of removal, the minimum charge being fifty (\$50) dollars per occurrence. Grantee shall provide Grantor with the name and telephone number of Grantee's representative for purposes of the notice in this Section 13(b). Within ten (10) days of a change in representative, Grantee shall notify Grantor of the new representative's name and telephone number.

(c) Grantee will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Grantee on the Premises. Grantor and Grantee will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Grantee or Grantor. In the event Grantee cannot secure its own metered electrical supply, Grantee will have the right, at its own cost and expense, to submeter from the Grantor, in which case Grantee's share of the electricity shall be "Rent" for purposes of Section 14 hereof. Grantee will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Grantor and billed to Grantee. Grantor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Grantor, of such services to be furnished or supplied by Grantor.

14. DEFAULT AND RIGHT TO CURE.

The following will be deemed a default by Grantee and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice from Grantor of such failure to pay; or (ii) Grantee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Grantor specifying the failure, provided that with respect to a non-monetary failure to perform, no default will be deemed to have occurred if, within such thirty (30) day period, Grantee commences a cure satisfactory to Grantor and makes progress to complete said cure in a manner reasonably satisfactory to Grantor, but no later than ninety (90) days from the date of the notice without prior written consent from Grantor. Delay in curing a default will be excused if due to causes beyond the reasonable control of Grantee. If Grantee remains in default beyond any

applicable cure period, Grantor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Grantee's default and to charge Grantee the costs of said cure payable under the same terms and conditions as set forth in Section 4(c).

15. ASSIGNMENT.

Grantee may assign this Agreement at any time without Grantor's consent (i) to any of Grantee's partners or parent firms; (ii) to Grantee's successors-in-interest and their affiliates and subsidiaries; (iii) in connection with the sale, exchange, or other transfer of Grantee's FCC authorization for the geographic market area in which the premises are located or substantially all of Grantee's assets in the geographic market area where the premises are located; or (iv) in connection with any financing, loan, security interest, pledge, or mortgage of Grantee's property. Any other assignment or any subletting shall require Grantor's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

16. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

City: City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932
Attention: City Manager's Office

Grantee at: Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121
Attention: Legal Department

with a copy to: Cricket Communications, Inc.
4031 Sorrento Road
San Diego, CA 92121
Attention: Property Manager

Any party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other parties as provided herein.

17. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

18. CONDEMNATION. In the event Grantor receives notification of any

condemnation proceedings affecting the Property, Grantor will provide notice of the proceeding to Grantee within ten (10) days. If a condemning authority takes all of the Property, or a portion sufficient, in Grantee's sole determination, to render the Premises unsuitable for Grantee, this Agreement will terminate as of the date the title vests in the condemning authority. As owner of a license on the Property, it shall be Grantee's responsibility to negotiate its separate award, if any, with the condemning authority.

19. CASUALTY.

(a) During the Initial Term, Grantee shall maintain Commercial General Liability insurance covering bodily injury (including death), personal injury and property damage in an amount of not less than five million dollars (\$5,000,000) per occurrence which may be satisfied by a primary policy with a limit of no less than \$2,000,000 and an umbrella policy of excess liability in an amount of no less than \$5,000,000 with an insurance provider authorized to do business in California and rated at least "AV" in *A.M. Best & Company's Insurance Guide* and include the City as an additional insured on the policy or policies. Grantee shall provide the City, with a Certificate of Insurance evidencing the required insurance within thirty (30) days after the Commencement Date of this Agreement. Prior to the commencement of any Extension Term, the City and Grantor shall confer to agree on the insurance to be maintained during that term, which insurance coverage shall, at a minimum, be equal to the financial equivalent of \$5,000,000 in 2006 dollars, reasonably increased each year to account for inflation. Evidence of renewal of the policy (reflecting any required increases) shall be provided by Grantee to the City within twenty (20) business days after each renewal of said insurance policy. Grantor agrees that Grantee may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy; provided that, if Grantee elects to self-insure, it shall notify the City at least 60 days in advance of the effective date of that election and shall provide evidence of a satisfactory self-insurance program to the City. Any election to self-insure shall not become effective until the City has given Grantee written approval therefore, and Grantee shall maintain insurance coverage through an insurance company until said approvals are granted. All policies of insurance covering property damage obtained by any of the parties hereto concerning the Property shall waive the insurer's right of subrogation against the other parties.

(b) The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) City will provide notice to Grantee of any casualty affecting the Property within forty-eight (48) hours after the casualty occurs. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Grantee's sole determination, then Grantee may terminate this Agreement by providing written notice to the City, which termination will be effective as of the date of such damage or destruction. Notwithstanding the foregoing, if Grantee does not terminate this Agreement, all

Rent shall abate during the period of repair following such fire or other casualty until such time as Grantee may resume use of the Premises for Grantee's Permitted Use.

(d) Grantee shall maintain Worker's Compensation coverage at statutory limits.

20. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the City and the Grantee. No provision may be waived except in writing signed by all parties to this Agreement.

(b) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(c) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(d) **Governing Law.** This Agreement will be governed by the laws of the State of California. Any action at law or in equity brought by either of the parties for the purposes of enforcing a right provided by this Agreement will be tried in a court of competent jurisdiction in the county of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

(e) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof. (ii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iii) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement.

(f) **Estoppel.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied, upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(g) **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

(h) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Grantor and Grantee.

IN WITNESS WHEREOF, the undersigned have caused this NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE to be executed and effective as of the date the last party executed this Agreement below.

"GRANTOR"
CITY OF IMPERIAL BEACH

By: Signature on file
Name: Gary R. Brown
Its: City Manager
Dated: 12/21/06

"GRANTEE"
Cricket Communications, Inc.,
a Delaware corporation

By: Signature on file
Name: Anthony G. Benyola
Its: Regional Network Director, Western Region
Dated: 1/8/07

EXHIBIT 1

ASSESSOR PARCEL NUMBER: 632-400- 35

COMMON ADDRESS:

425 Imperial Beach Boulevard
Imperial Beach, California 91932
County of San Diego

LEGAL DESCRIPTION OF THE PROPERTY:

The land referred to herein is situated in the State of California, County of San Diego, described as follows:

Parcel 1:

The North 390.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey. Excepting therefrom the West 960.00 feet thereof. Also excepting therefrom any and all street openings.

Parcel 2:

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

EXHIBIT F
TONY HAWK FOUNDATION GRANT AGREEMENT

TONY HAWK
FOUNDATION

19 December 2008

City of Imperial Beach
825 Imperial Beach Blvd
Imperial Beach, CA 91932
Attn: Tom Ritter

Dear Tom,

I'm pleased to inform you that the Tony Hawk Foundation has raised \$10,000 to assist in the **construction** of your public, non-profit skatepark in Imperial Beach. Please review and sign the grant agreement outlined below.

It is our hope that a check from the Tony Hawk Foundation might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony will be appearing at your park, and that no one exploits his name for personal gain.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
 - a. The construction and operation of the skateboard park, and
 - b. The implementation of any information or advice given to you by the Foundation.
2. The Foundation has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within two (2) years of the date of this agreement, or if in the Foundation's sole judgment:
 - a. Grant funds or income arising from the grant have been used for purposes other than those described above; or
 - b. Your organization has failed to comply with any of the terms of the grant.
3. You agree to provide a written progress report (not to exceed two pages) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, including a photograph (or photographs) showing the entire skatepark.
4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.
5. You agree NOT to expend Tony Hawk Foundation grant funds:
 - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or

1611-A S. MELROSE DRIVE #360 • VISTA, CA • 92081 • P: 760.477.2479 • F: 760.477.2474

- b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)
6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of the City of Imperial Beach, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
 7. You give the Foundation permission to publicly release information concerning this grant, including your statements and correspondence with the Foundation.
 8. You shall defend, indemnify and hold harmless the Foundation, Tony Hawk, Inc., Tony Hawk, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skatepark, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return both pages of the executed original of the letter to us, and keep a copy for your records. The original, signed agreement must be returned no later than Thursday, March 19, 2009 (90 days from the date of this agreement).

After we've received the signed original of this letter, we'll send you the check. Please use this address: 1611-A S. Melrose DR #360, Vista, CA 92081.

Sincerely,
Signature on file

Miki Vuckovich
Executive Director
Tony Hawk Foundation

Agreed to and accepted on behalf of City of Imperial Beach this 28 day of JANUARY, 2008⁰⁹

Signature on file

By: _____ (signature)

Name: TOM RITTER (please print)

Title: ASSISTANT CITY MANAGER

The check to be made payable to: City of Imperial Beach

Address and name of the person to whom the check should be mailed: TOM RITTER
CITY OF IMPERIAL BEACH
825 IMPERIAL BEACH BLVD.
IMPERIAL BEACH, CA 91932

**EXHIBIT G
TITLE REPORT**

stewart title

Frank Green
Commercial Title Mgr/ATO

Stewart Title of California, Inc.
San Diego, CA 92108
Phone (619) 398-8035
Fax
fgreen@stewart.com

PRELIMINARY REPORT

Order No. : 01180-12316
Title Unit No. : 7034
Your File No. :
Buyer/Borrower Name :
Seller Name : City Of Imperial Beach

Property Address: 441 Imperial Beach Boulevard, Imperial Beach, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of November 20, 2012 at 7:30 a.m.

Frank Green, Title Officer

When replying, please contact: Frank Green, Title Officer

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- CLTA Standard Coverage Policy
- CLTA/ALTA Homeowners Policy
- 2006 ALTA Owner's Policy
- 2006 ALTA Loan Policy
- ALTA Short Form Residential Loan Policy
- Preliminary Search

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee

Title to said estate or interest at the date hereof is vested in:

City of Imperial Beach, a Municipal corporation

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego, City of Imperial Beach and described as follows:

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.

Also excepting therefrom any and all street openings.

Parcel 2:

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet; thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 9755 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00
(End of Legal Description)

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 632-400-35-00.

Said matter affects: Parcels 1 and 2

- B. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 632-400-33-00.

Said matter affects: Parcel 3

- C. Assessments, if any, for Community Facilities Districts or a Mello-Roos District affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.

- D. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.

Exceptions:

1. Rights of the public in and to any portion of the property herein described lying within roads, streets or highways.
2. An easement for laying, relaying, repairing, maintaining and/or renewing an anode bed together with necessary electric cables and appurtenances thereto and rights incidental thereto in favor of California Water & Telephone Company, A California Corporation as set forth in a document recorded February 28, 1955 in Book 5549, Page 77, of Official Records, affects a portion of the herein described land.
3. An easement for public street and rights incidental thereto in favor of City Imperial Beach, a municipal corporation as set forth in a document recorded November 29, 1957, in Book 6851, Page 352, of Official Records, affects a portion of the herein described land.

Said matter affects: Parcel 1

4. The provision that the portion of the herein described property located in the North 390 feet of the Northwest Quarter of the Southeast Quarter of said Section 30, respecting the West 960 feet thereof, be used for park and recreational purposes, as provided in Grant Deed dated May 27, 1960, recorded May 31, 1960 as Instrument No. 111864, of Official Records.

The reversionary interest, if any, of South Bay Lions Club in and to the portion of the reversionary property described above, if said land is used for purposes other than park and recreational, as provided in the above referenced deed.

Said matter affects: Parcel 1

5. The matters contained in an instrument entitled "Development Agreement" dated June 6, 1967, by and between Helix Imperial Harbour Redevelopment Corporation, A California Corporation and

City of Imperial Beach, California, a municipal corporation, upon the terms therein provided recorded June 7, 1967 as Instrument No. 67-80981, of Official Records.

Reference is made to said document for full particulars.

6. The effect, if any, of record of survey map no. 8470 which sets forth, or purports to set forth certain dimensions and bearings of the herein described property.
7. An easement for public utilities, appurtenances, ingress, egress and rights incidental thereto in favor of the San Diego Gas and Electric Company as set forth in a document recorded December 28, 1984 as Instrument No. 84-484000, of Official Records, affects a portion of the herein described land.

Said matter affects: Parcel 2

8. A Resolution of the City Council of the City of Imperial Beach, California Establishing an underground utility district, in the City of Imperial Beach to be known and denominated as the Imperial Beach Boulevard underground utility district, recorded April 5, 1994 as Instrument No. 1994-0225350, of Official Records.
9. The Provision that said land be used for public recreational purposes as provided in Grant Deed recorded December 21, 1994 as Instrument No. 1994-0724849, of Official Records, the Reversionary interest, if any, of the United States of America, acting by and through the Department of the Interior, U.S. Fish and Wildlife Service in and to said land if said land is used for any purposes other than recreational.

Said matter affects: Parcel 3

10. The effect, if any, of record of survey map no. 14756 which sets forth, or purports to set forth certain dimensions and bearings of the herein described property.
11. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
12. Rights of tenants in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.
13. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
14. Rights of parties in possession.

(End of Exceptions)

NOTES AND REQUIREMENTS

- A. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.
- B. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement 100 and 116, indicating that there is located on vacant land to an extended coverage policy.
- C. This Company will require the following documents, in order to insure a conveyance or encumbrance by the corporation or unincorporated association named below:

Entity: City of Imperial Beach, a municipal corporation

- a. A copy of the corporation By-Laws or Articles.
- b. An original or certified copy of the Resolution authorizing the subject transaction.
- c. If the Articles or By-Laws require approval by a "parent" organization, we will also require a copy of those By-Laws or Articles.
- d. If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002).

The right is reserved to add requirements or additional items after completion of such review.

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

WIRE INSTRUCTIONS

We hereby request that our funds are wire transferred directly to our account. If you have any questions, regarding this matter, please call the number as referenced above.

We do not accept ACH Transfers, these funds will be returned and may cause a delay in closing.

Bank Name: **Union Bank**

Bank Address: **1980 Saturn Street, Monterey Park, CA**

ABA#: **122000496**

Account Name: **Stewart Title of California, Inc.**

Account Number: **0010426383**

REFERENCE OUR FILE NUMBER: **01180-12316**

REFERENCE OUR BUYER/BORROWER NAME:

REFERENCE OUR SELLER NAME: **City Of Imperial Beach**

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 01180-12316
Escrow No.: 01180-12316

The land referred to herein is situated in the State of California, County of San Diego, and described as follows:

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.

Also excepting therefrom any and all street openings.

Parcel 2:

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet; thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 97.55 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 11, 2012

Escrow No.: 01180-12316

Property: 441 Imperial Beach Boulevard, Imperial Beach, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

CLTA Preliminary Report Form

Exhibit A (Revised 06-03-11)

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(c) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division;
 - f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimension, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY . IF THIS IS NOT COMPLETED WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

TRUSTEE CERTIFICATE
(California Probate Code Section 18100.5)

SCETRUST

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
-------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

Order No. 01180-12316

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

Order Number: 01180-12316
Available Discounts Disclosure Statement SCE

FIRST AMENDMENT TO THE OPERATING AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, CALIFORNIA, AND THE BOYS & GIRLS CLUB, A CALIFORNIA NON-PROFIT, PUBLIC BENEFIT CORPORATION, FOR OPERATION AND MAINTENANCE OF THE IMPERIAL BEACH SPORTS PARK BY THE CLUB

THIS FIRST AMENDMENT TO THE OPERATING AGREEMENT (hereinafter referred to as "First Amendment") is made this 5th day of August 2015, by and between the City of Imperial Beach, a Municipal Corporation, (hereinafter referred to as "City"), and The Boys & Girls Club ("CLUB"), a California non-profit public benefit corporation, (collectively referred to as the "Parties").

RECITALS

- A. The City and CLUB entered into the original Operating Agreement ("Agreement") with respect to the CLUB's operation of Sports Park on or about April 16, 2014 and the CLUB took possession on May 28, 2014.
- B. After operation under the Agreement, the CLUB has proposed various changes to the Agreement to allow for the continued operation under the Agreement and the City has agreed to modify the Agreement as shown below.
- C. Upon agreeing to the renewal of the term of the Agreement, the City Council emphasized the need for the CLUB to provide an annual report of the programs and activities provided by the CLUB and an annual financial report, which reports are consistent with the CLUB's obligations pursuant to Sections III.M and V.A of the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. As allowed pursuant to Section I.B. of the Agreement, the City and CLUB have agreed to a renewal term of the Agreement from June 30, 2015 to June 30, 2017.
- 2. Section II.A. of the Agreement is amended in its entirety to read as follows:

"The Property: For the purposes of operating Sports Park for the benefit of the citizens of Imperial Beach, CITY hereby delivers exclusive possession of the Property as depicted on Exhibit A subject to any covenants, conditions, and restrictions listed in this Agreement (including but not limited to the requirement that CLUB hold certain areas of the Property open to the public for public use in Section III(L); the existing lease mentioned under Section II(G) of this Agreement; and any easements or other encumbrances in the title report attached as Exhibit G) to CLUB and CLUB agrees to operate the Property, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, and Picnic Tables; provided, however, that the CITY shall maintain and operate the Playground/Tot Lot and Parking areas."

- 3. Pursuant to Section III.C of the Agreement, the CITY approves the hours of operation for the Recreation Center to be from 2:00 p.m. to 8:00 p.m. daily from Monday to Friday and from 10 a.m. to 2 p.m. on Saturdays.

4. Section III.L of the Agreement is amended in its entirety to read as follows:

"Public Access to Programs/Events: Members of the public shall not be required to join CLUB (Boys & Girls Club or any affiliate or subset of the parent organization) in order to access any program and/or events offered at the Property by or supported by CLUB or its associates, contractors, or others acting on its behalf. Nonetheless, the CLUB may charge daily and other use fees as provided in this Agreement. CLUB shall not charge the public for parking. The Playground and Tot Lot portions of the Property as described on Exhibit C shall be open to the public free of charge at all times that the Property is open to the public, unless specifically reserved for a special event approved by CLUB. At the time of execution of this Agreement, the open hours for the Property are 7:00 a.m. until 10:00 p.m., pursuant to Imperial Beach Municipal Code section 12.56.020(X), which may be amended from time to time. The areas of the Property that are required to remain open to the public at all times that the park is open to the public are depicted in Exhibit C. In addition, the CITY shall be responsible to unlock the Skate Park each morning and the CLUB shall lock and secure the Skate Park each evening consistent with the open hours required herein on Mondays to Fridays. On Saturdays and Sundays, the CITY shall both unlock, and lock and secure the Skate Park.

5. This First Amendment shall become effective and enforceable with respect to the City and CLUB upon execution by the City.

6. Capitalized Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings assigned to them in the Agreement.

7. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

8. Conflicts. If there is a conflict between any provisions of the Agreement and this First Amendment, all provisions of this First Amendment shall control.

9. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

Executed on the date and year first indicated above at Imperial Beach, California.

CITY OF IMPERIAL BEACH,
a Municipal Corporation

Signature on file

By

Andy Hall, City Manager

THE BOYS & GIRLS CLUB

Signature on file

By

Ken Blinsman, President

**SPORTS PARK FIELD USE AGREEMENT
BETWEEN THE CITY OF IMPERIAL BEACH,
IMPERIAL BEACH LITTLE LEAGUE, AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE**

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City"), Imperial Beach Little League, a 501(c)(3) nonprofit corporation ("IBLL") and Imperial Beach Girls Softball League, a 501(c)(3) nonprofit corporation ("IBGS") (IBLL and IBGS hereinafter referred to collectively as "Leagues").

1. Purpose

The purpose of this Agreement is to provide for certain terms and conditions for the use by Leagues of the City's Sports Park fields and facilities. This Agreement is solely a use agreement and CITY is not transferring any ownership interests in the Sports Park or the associated facilities.

2. Facility Description

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

Leagues shall have preferred use of designated athletic recreational fields, facilities, concession stand, batting cages, storage containers, and grounds at the Park as shown in Exhibit "A" (hereinafter referred to as "Facilities") for Leagues activities and other sporting activities as scheduled by Leagues.

3. Other Activities

Leagues agree to acquire all necessary permits, including Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for Leagues' activities or activities of other authorized users which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

4. Maintenance, Care and Condition of Facilities

A. Routine and Minor Maintenance/Repairs: Leagues agree that during and throughout the term of this Agreement they will maintain and operate the Facilities in a clean, safe, and sanitary condition, free of trash, to the satisfaction of the City. Leagues will inspect the Facilities after each use to ensure they are maintained in a clean, safe, and

sanitary condition, free of trash. Leagues will perform minor maintenance or repair for certain recreational grounds or facilities once approved by City in advance. Leagues shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by City and will become the property of City unless otherwise agreed to in writing.

B. Specified Maintenance Activities: Leagues shall be solely responsible for, and will perform, the following maintenance duties at the Park, at all times (both during league play and when league play is not being conducted or otherwise in session), throughout the entire term of this Agreement:

- (a) Landscaping and turf maintenance of the batting cages and designated fields and surrounding areas, as indicated in Exhibit "A", including mowing, edging and dragging infields, and chalking the base lines before each game.
- (b) Repairing damage caused by the use of the batting cages and designated fields, including minor sprinkler repairs, fencing, and other facility damage.
- (c) Litter and trash clean up at all areas within the facilities as designated on Exhibit "A", including the batting cages, designated fields, concession stand and field restroom, including emptying full trash cans during and immediately after their activities, performing trash pick-up after each athletic activity, and providing liners for all trash cans on the designated fields.
- (d) Maintaining the field restroom, including supplying all supplies for the restroom.
- (e) Securing the batting cages after each use.
- (f) Maintenance and cleaning of all concession buildings and surrounding areas within the area indicated in Exhibit "A".

C. City's Ability to Inspect and Require Minor Maintenance/Repairs: Leagues agree that within thirty (30) days' notice from the City, Leagues will make any and all of the repairs or maintenance upon the Facilities that have been determined by the City to be necessary in order to maintain a safe environment and/or maintain the Facilities in a satisfactory condition. Should Leagues fail to complete the necessary repairs or maintenance within thirty (30) days' notice from the City, the City shall have the right, but not the duty, to complete such repairs or maintenance and to charge Leagues the City's costs of doing so. The City shall also have the right, but not the duty, to make emergency repairs to the Facilities at the cost of Leagues when

the City determines such repairs arise from use and are immediately necessary for the safety of persons using the Facilities. In instances when the City makes emergency repairs to the Facilities, it will notify Leagues in accordance with Section 5 of this Agreement.

D. City's Contribution Towards Maintenance: City shall provide payment for electricity and water until June 30, 2015. Additionally, City will create a Recreation financial assistance fund equal to \$50,000 per fiscal year for the FY14 and FY15 budget years. The proceeds of the fund will be used to cover the cost of water and electricity for the entire Sports Park facility, including the Recreation Center and surrounding City owned property. The monetary difference between the electricity and water costs for the entire Sports Park facility and \$50,000, if any, may be used to maintain and enhance the area included in Exhibit "A". City and Leagues may negotiate additional financial contributions from City after June 30, 2015, in a manner that coincides with the preparation of the two year municipal budget adopted in June of every odd year. If a financial contribution is not provided by City after June 30, 2015, Leagues shall be responsible for electricity and water costs associated with the contemplated use of the Facilities.

E. Major Repairs/Maintenance: With the exception of Leagues' maintenance and repair obligations set forth in this Section and as otherwise provided in the Agreement, City shall be responsible for all major repairs and major capital improvements at the Park, including those which may be necessary in its parking lots. In addition, City shall be responsible for field lighting maintenance and structural concession stand area maintenance. City shall not be responsible for any minor repairs arising from use of the Designated Fields or any repairs determined by City to be necessitated by a lack of maintenance by Leagues.

No later than December 15 of each year, Leagues will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Program (CIP). This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. City is not obligated to approval any request and each request shall be measured against other items listed in the CIP.

F. Condition of Facilities: Leagues acknowledge that they have made a thorough inspection of condition of the Facilities prior to entering into this Agreement and accept the condition of these Facilities at that time. Leagues further agree to restore the Facilities to their current condition (or maintain better condition if Leagues have improved them during the course of this Agreement) upon expiration of this Agreement. Attached to this Agreement as Exhibit "B" are points of concern and Leagues are not responsible for those repairs.

5. Inspection, Entry and Control

City shall maintain control over, have access to, and have the right, but not the obligation, at any time to inspect and assess the conditions of all Facilities. The City reserves the unfettered right of ingress and egress to the Facilities by authorized City representatives for the purpose of repairs, preservation and maintenance of the Facilities. If such repairs, preservation or maintenance would interrupt Leagues' use, except in emergency situations requiring immediate work, Leagues will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

Leagues are allowed to use the storage containers shown in Exhibit "A" for the storage of maintenance equipment. Leagues must provide the City any and all keys or combinations Leagues use to secure these containers.

Leagues shall not change, modify or re-key any locks at the Facilities or gates without prior approval from the City. At all times the City shall have key access to all Facilities covered in this Agreement on City property. The unauthorized placement of any lock placed on City facility or gate is strictly prohibited. Any such lock shall be subject to immediate removal by the City at the sole cost of Leagues.

6. Term

This Agreement shall commence on April 16, 2014 and continue through June 30, 2015. City shall have the option to extend this Agreement for two (2) additional two year (2) increments after the end of the current term. Should City desire to exercise an option to extend, it shall give Leagues thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should Leagues be in default of any covenant or condition hereof.

Upon termination or expiration of this Agreement, Leagues shall surrender all buildings, replacements, changes, additions or improvements constructed or placed by Leagues thereon to CITY in a serviceable, safe and sanitary condition and in good repair except reasonable wear and tear. All personal property of Leagues remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall become, at its election, the property of City. Leagues shall be responsible for any costs of removal of property.

7. Consideration for Use of Concession Operation

In consideration of City granting Leagues the right to store and sell food, snacks, drinks and other related items from the concession stand area, Leagues agrees to use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting Leagues' related activities in accordance with this Agreement, or for improvements to the Facilities. Leagues will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

8. Use

All scheduling of the Facilities shall be completed by an authorized representative of Leagues. Leagues games and practice schedules, including batting cages, will take priority for Facilities usage.

Outside leagues and/or private groups shall be required to complete a "Rental Use Permit" (included as Exhibit "C") and satisfy all of the requirements as stated in this Agreement. As indicated in the permit, City shall have the right to use the Facilities for any special event with no fee assessed. All fields shown in Exhibit "A" when not in use by Leagues or an authorized renter shall remain open for use to the citizens of Imperial Beach, except when the fields are closed for repair or maintenance.

City and Leagues shall meet on a monthly basis to discuss pertinent items or issues concerning the Facilities. The communication is intended to ensure that all parties are maintaining their part in this Agreement.

City and Leagues will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. Any proceeds obtained from the use of the Facilities through user fees, grants, donations or other sources of revenue will be used to enhance and augment the Facilities.

Leagues shall not, nor shall Leagues permit employees, agents or representatives of the Leagues or individuals participating in Leagues' programs to violate provisions of the Imperial Beach Municipal Code when using the Facilities or Park, or allow the Facilities or Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

9. Hazardous Materials

- (i) Hazardous Materials Laws-Definition:** As used in this Section 10, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., sec.9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., sec.1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., sec. 6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, soil and ground water conditions or other similar substances or conditions.
- (ii) Hazardous Materials – Definition:** As used in this Section 10 the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:
- a. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
 - b. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
 - c. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
 - d. is any other material or substance giving rise to any liability, responsibility or duty upon the City or Leagues with respect to any third person under any Hazardous Materials Law.
- (iii) Leagues' Representations and Warranties:** Leagues represent and warrant that, during the Term of this Agreement or any extension thereof, Leagues shall comply with the following provisions of this Section unless otherwise specifically approved in writing by City, subject to the terms and conditions of Leagues' maintenance obligations provided elsewhere in this Agreement:
- a. Leagues shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Facilities by Leagues, its agents, employees, assigns, contractors or invitees, except as required by Leagues' permitted use of the Facilities in the normal course of operations;
 - b. Any handling, transportation, storage, treatment or usage by Leagues of Hazardous Materials that is to occur on the Facilities following the

- commencement date of this Agreement shall be in compliance with all applicable Hazardous Materials Laws;
- c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Facilities following the commencement date of this Agreement shall be promptly and thoroughly cleaned and removed from the Facilities by Leagues at their sole expense, and any such discharge shall be promptly reported in writing to City, and to any other appropriate governmental regulatory authorities;
 - d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Leagues in the Facilities
 - e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Leagues on the Facilities without City's prior written consent;
 - f. Leagues shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Facilities in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of City;
 - g. Leagues shall promptly supply City with copies of all notices, reports, correspondence, and submissions made by Leagues to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
 - h. Leagues shall promptly notify City of any liens threatened or attached against the Facilities pursuant to any Hazardous Materials' Law. If such a lien is filed against the Facilities, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Facilities pursuant to the lien, Leagues shall either: (a) pay the claim and remove the lien from the Facilities, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to City in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to City in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Agreement, Leagues shall surrender the Facilities to City free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Facilities.

10. Dispute Resolution

City desires to reach consensus with and between the Leagues regarding use of the Facilities. All disputes between Leagues and/or City related to this Agreement will be decided by the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

11. Compliance with Laws

Leagues expressly agree at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and Leagues shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof. This shall include, but not be limited to, compliance with the provisions of the Imperial Beach Municipal Code Chapter 12.56 related to the use of public parks and recreation facilities.

12. Operating Rules and Procedures

Leagues shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to City upon request.

13. Audit of Records

At any time during normal business hours and as often as may be deemed necessary Leagues shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Leagues will retain such financial and program service records for at least four (4) years after termination of this Agreement.

14. Security and Reporting

All violations of law, abuse or damage to the Park or Facilities, or injuries to the public or Leagues' agents or employees, shall be reported immediately to City.

15. Leagues' Employees and Equipment

Leagues have secured or will secure at Leagues' own expense all persons, employees, and equipment required to perform the services required under this

Agreement and all such services will be performed by Leagues, or under Leagues' supervision, by persons authorized by law to perform such services at Leagues' sole expense. Leagues covenant and agree to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

16. Responsibility for Equipment

City shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by Leagues or any of Leagues' employees or sub-contractors. The acceptance or use of any such equipment by Leagues, Leagues' employees, or sub-contractors shall be construed to mean that Leagues accept full responsibility for and agree to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. Independent Contractor

Leagues are, for all purposes arising out of this Agreement, independent contractors. Leagues have and shall retain the right to exercise full control and supervision of all persons assisting Leagues in the performance of said services hereunder, City only being concerned with the finished results of the work being performed. Neither Leagues nor Leagues' employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Leagues being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

18. Hold Harmless

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of Leagues, including those, if any, originally employed by City and utilized by Leagues, and Leagues agree to defend, at Leagues' own expense, any suit or suits that may be brought against City by reason of any such act or omission.

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to

Leagues and Leagues' employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of Leagues.

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on which any claim arising therefrom is based. It is intended by both parties that Leagues shall indemnify, defend and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of Leagues, their agents, employees and sub-contractors in the performance of this Agreement or any activities undertaken by Leagues on City's property, or resulting from any acts or omission by City resulting from any breach of Leagues under this Agreement, excepting those which arise out of the sole active negligence of City.

19. Insurance

Leagues agrees to maintain such insurance as will fully protect both Leagues and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by Leagues, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

Leagues shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the Leagues, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

Leagues agree to provide City at or before the effective date of this Agreement with Certificates of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the Facilities.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by Leagues as required under this Agreement. Each insurance policy required of Leagues under this Agreement shall acknowledge this by an appropriate clause of similar statement.

20. Waiver of Subrogation

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; Leagues shall provide any insurance necessary for equipment owned by Leagues and placed in the Facilities.

21. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBLL:	Imperial Beach Little League P.O. Box 1041 Imperial Beach, CA 91933
IBSL:	Imperial Beach Girls Softball League Attn: Jim Laccone 225 Broadway, Ste. 2000 San Diego, CA 92101
City:	City Manager City of Imperial Beach 825 Imperial Beach Boulevard Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

22. Nondiscrimination and Nonsegregation

League and Leagues' employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

Leagues, their employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

23. City Manager

The City Manager or his/her designee shall be the contract officer and shall receive communications from the Leagues and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

24. Approvals

Approvals required by City shall not be unreasonably withheld.

25. Modification

Notwithstanding any of the provisions of this Agreement, City and Leagues may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

26. Assignments

No transfer or assignment by the Leagues that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

27. California Law; Venue

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. Leagues hereby waive any and all rights they might have pursuant to Section 394 of the California Code of Civil Procedure.

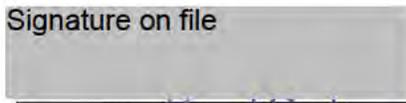
28. Severability

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed:

City of Imperial Beach:

Signature on file



City Manager

5/27/14
Date

Imperial Beach Little League (IBLL)

Signature on file

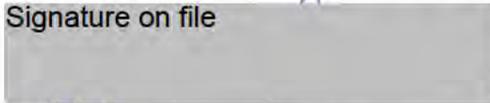


League President

Date

Imperial Beach Girls Softball League (IBGS)

Signature on file



League President

5/2/14
Date

Exhibit "A"

Map/Description of Facilities

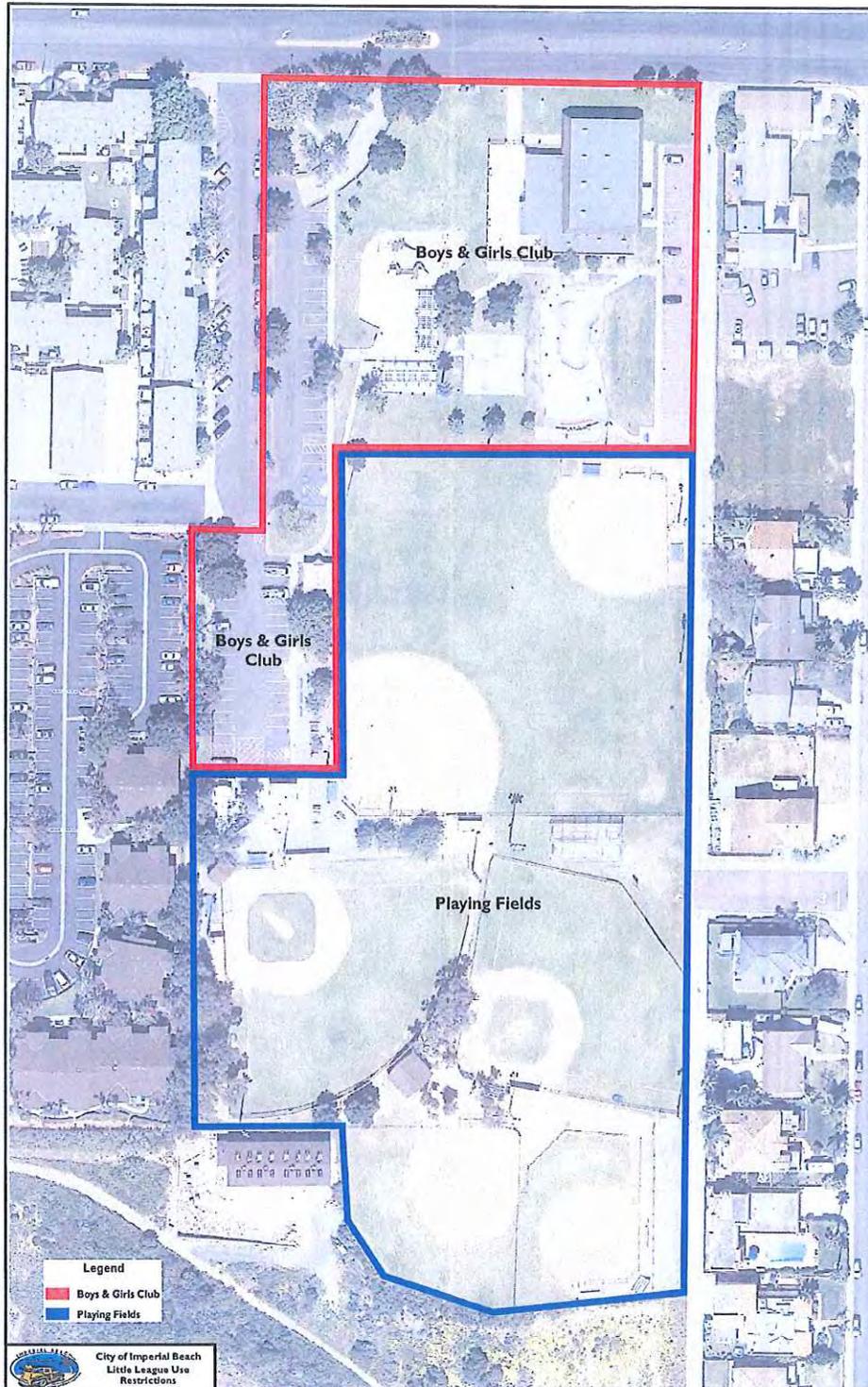


Exhibit "B"
Points of Concern

Imperial Beach Little League

1. Fencing east side of the fields separating the alley from the fields is bowed with bent sharp edges exposed. I have seen kids and adults climb under this fence. Matter of time before someone is cut bad from these exposed sharp edges.
2. Field D right field fencing is bent exposing sharp edges.
3. Field C dugout fencing is bent and wood is split and rotting. Trim wood is rotten and termites are present.
4. Wood fencing around area where security trailer was parked is falling down west side of snack bar.
5. On the west side of Field C there are exposed tree roots.
6. 2 small convex boxes are rusted and inside is completely covered in mold.
7. Outfield fence on Field E extending to Field F is falling down, replaced at the same height as new fencing installed by the Estuary.
8. Field E/F fencing separating left Field E from Field F is falling. Posts are rusted at ground level.
9. Watering system needs 3 new sprinkler heads added for proper watering. Major Field C Field 2 – 180/1 – 360 degree sprinkler heads needed for Fields D and E.
10. Trees at west side of parking lot are in need of trimming. Large dead branches and over weighted limbs are a danger of breaking off causing property damage or injury to people in the parking lot area. Trees on west side of Major Field D are also in need of trimming dead branches and overgrown limbs.
11. Right field fence (Field D) is bent caused by a falling tree branch.
12. Outside center field, Field C, near scoreboard: 2 pine trees in need of property trimming, branches are overloaded and beginning to sag. Planter box is rotten and has rusty nails.
13. Wood trim around snack bar is rotten.
14. Infields are in need of approximately 40 yards of Padre Gold.

Submitted by Imperial Beach Little League on May 12, 2014. See attached photos (Attachment B-1).

Exhibit "B"
Points of Concern

Girls Softball

1. Field A & B-we have 12 lights out of the 28 that shine the fields (per diagram: Attachment B-2)
2. Field B-electrical box has a short. Also, box is in path of water flow when it rains and keeps the box wet and box does not have a cover.
3. Field A-Water turn off has a leak at the shut off valve. Board on the back stop needs to be replaced. Fencing is bowed out (First & Third Base lines) and fencing needs to be tied down in various areas
4. Snack Bar-Eaves have termite damage, no main water shut off for snack bar.
5. Both Fields need Dirt
6. Batting Cages-water always pools up at front of batting cage door
7. Trash Can Fence is off hinges
8. Stands need repair-foot area
9. Sprinklers stay on too long-outfield grass always mushy in the mornings
10. Some sprinkler heads don't work
11. Need to change meters from being billed to City of Imperial Beach to Imperial Beach Girls Softball so we can get a better rate as we are non-profit.
12. Need steel grate to cover drain where Motor Home once was, car wheels have fallen into it in the past
13. Request to have doors/curtain for Women's Bathroom Toilet Stalls
14. Bathrooms have no way to dry hands or dispense soap
15. Sprinkler heads by Batting cages (near home plates) do not turn on (grass dying)
16. No Turn on valve for grass around trees (3rd base line)
17. Snack Bar Security Doors are rusted and need replacement/refinishing
18. Need yellow safety pads on top of short fences to protect players from getting hurt
19. Vent on restroom backside (none present)
20. No numbers on Light Poles
21. Leaks between Men's/Women's restrooms
22. Awnings for dugouts
23. Trees need to be trimmed
24. Fencing around area where Jessop's motor home was
25. Curtains for bathrooms by outfield of Field A

See Attached Diagram (Attachment B-2)



Exhibit B – Attachment B1



Exhibit B – Attachment B1



CAUTION

EP GATE CLOSED WHEN
BATTING AGE IS IN USE.

DO NOT USE WITH
AUTHORIZED SUPERVISION.

ASS LUTELY NO CLIMBING ON NF .

BATTERS SHALL WEAR HELMETS
AND CLOSED HO .

ONLY ON BATTER AND ONE ITCH
BALL FEED SHALL BE INSIDE AGE
ONE T E

USER SHALL PROVIDE PROTECTIV
EEN FOR ITCH BALL FEED
ITCHING BASEBALL SOFT
D MACHINE AL



Exhibit B – Attachment B1



EXHIBIT 2 - Attachment B1



Exhibit B – Attachment B1



EXHIBIT B - APPENDIX B1



Exhibit B - Attachment



Exhibit B – Attachment B1



Exhibit B – Attachment B1



Exhibit B – Attachment B1



Exhibit B – Attachment B1



Exhibit B – Attachment B1



Exhibit B – Attachment B1

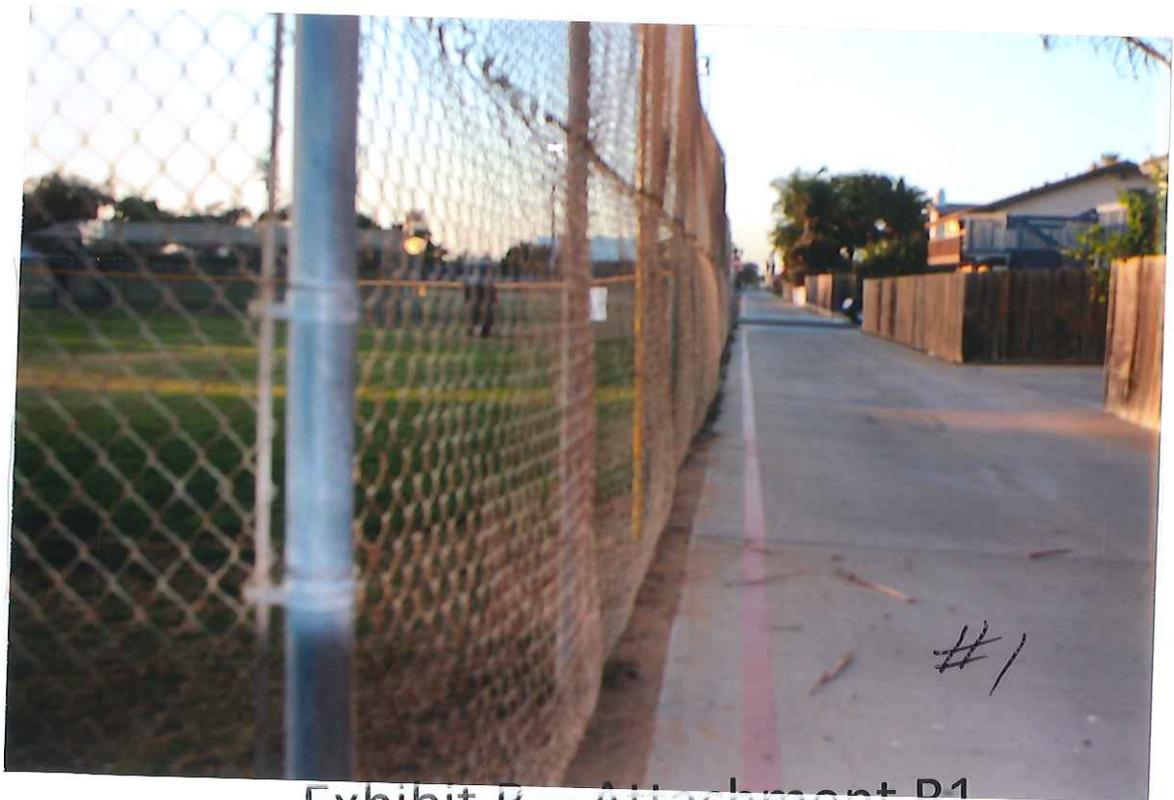


Exhibit B – Attachment B1



Exhibit B – Attachment B1

FIELD A & B W/LIGHTS OUT

13
lights
out

LIGHT
OUT

LIGHT
OUT

2
LIGHTS
OUT

3
LIGHTS
OUT

LIGHT
OUT

9
LIGHTS
OUT

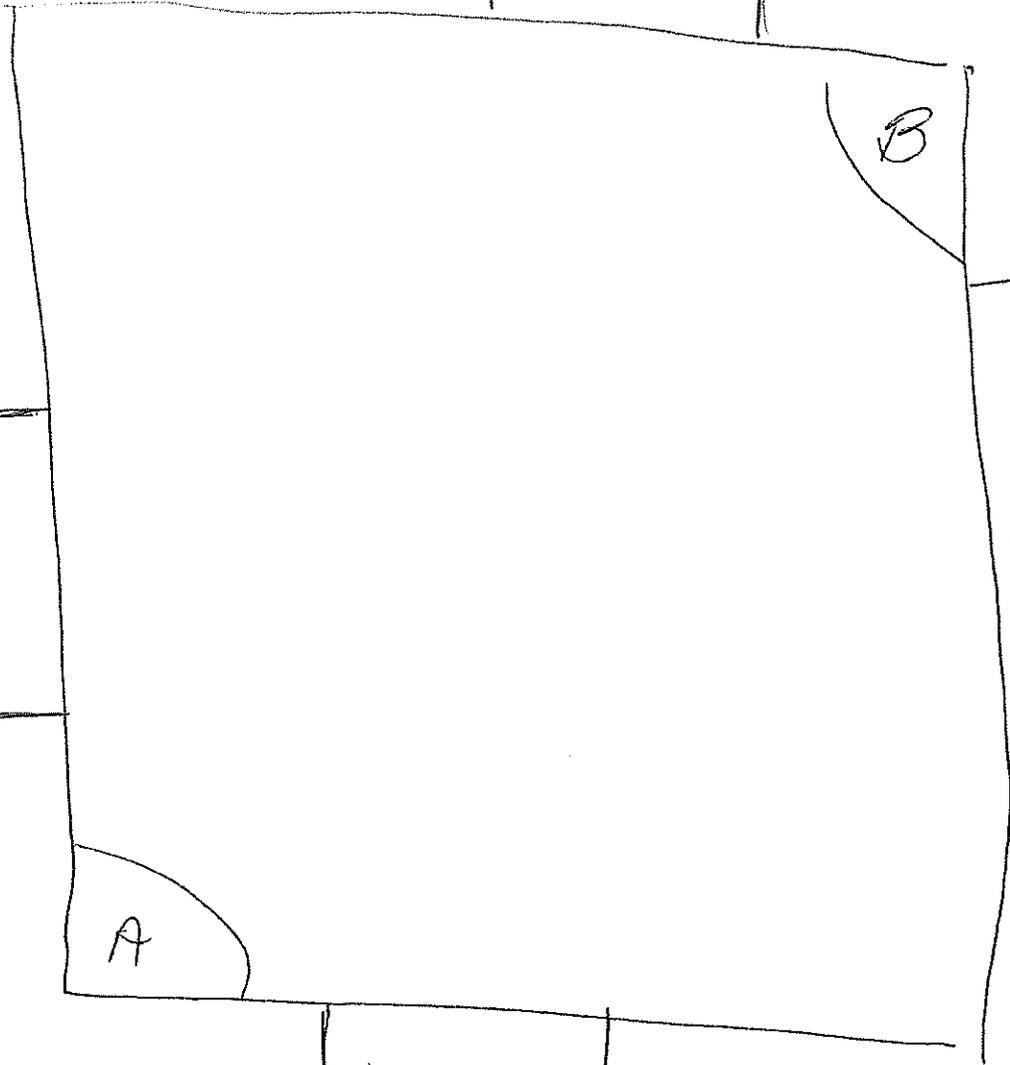


Exhibit "C"

Rental Use Agreement

ATTACHMENT 2

SPORTS PARK FIELD USE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND IMPERIAL BEACH LITTLE LEAGUE

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City") and Imperial Beach Little League - a 501(c)(3) nonprofit corporation (hereinafter referred to as "IBLL").

1. Purpose

The purpose of this Agreement is to provide for certain terms and conditions for the use by IBLL of the City's Sports Park fields and facilities.

2. Facility Description

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

IBLL shall have certain limited rights to use designated athletic recreational fields, facilities and grounds at the Park (with the exception of the Gym Complex and Sports Park Picnic Area) for sports league activities. Fields "A", "B", "C", "D", "E", and "F" are generally available for seasonal use by organized leagues as approved and scheduled by the City in advance. In addition, the City will make the southern portion of the concession stand area (as shown on Exhibit "A") available for IBLL use during approved league play.

3. Other Activities

IBLL agrees to acquire necessary Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for activities of IBLL which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

4. Condition of Park

IBLL agrees during the term of this Agreement to maintain and operate those designated ball fields and concession stand areas of the Park in a clean, safe, and sanitary condition, free of trash. IBLL will inspect their designated ball fields and concession stand area after each use to ensure they are maintained in a clean, safe, and sanitary condition, free of trash.

IBLL will solely be responsible for dragging the infield and chalking the base lines before each game. City agrees to provide daily litter control and trash disposal services for Park facility. However, IBLL will be responsible for emptying full trash cans during their activities and trash pick-up after each athletic activity.

An inspection and report on the condition of the Park, fields, facilities, and concession stand, based on a joint inspection between the City and IBLL, will be completed not later than December 15 of each year. In addition, IBLL shall report any immediate maintenance issues to the City as they are identified.

5. Inspection, Entry and Control

The City, shall maintain control over, have access to, and have the right at any time to inspect and assess the conditions of all facilities within the Sports Park. The City reserves the

unfettered right of ingress and egress to its Park by authorized City representatives for the purpose of repairs, preservation and maintenance of its Park and its facilities. If such repairs, preservation or maintenance would interrupt IBLL's use of Park, except in emergency situations requiring immediate work, IBLL will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

IBLL shall not change, modify or re-key any locks at the Park, structures, facilities or gates without prior approval from the City. At all times the City shall have key access to the entire Park including structures, facilities, buildings, storage rooms or gates on City property.

6. Term

This Agreement shall commence on January 1, 2007 and continue through December 31, 2009 for a total contract period of three (3) years. The City shall have the option to extend this Agreement for an additional two (2) one (1) year increments after the end of the current term. Should City desire to exercise an option to extend, it shall give IBLL thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should IBLL be in default of any covenant or condition hereof.

All personal property of IBLL remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall be, at its election, become the property of City.

7. Consideration for Use of Concession Operation

In consideration of the City granting IBLL the right to store and sell food, snacks, drinks and other related items from the concession stand area, IBLL shall use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting IBLL related activities in accordance with this Agreement. IBLL will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

Upon 24 hour notice, the City shall retain the right to use said concession stand area for the purpose of selling food, snacks, drinks and other related items when not in use by IBLL. The City will not use any consumable products owned by IBLL without prior consent of IBLL. Both IBLL and the City will be responsible to repair any fixtures, appliances, and equipment damaged by their use. Both IBLL and the City agree to leave said concession stand area in a clean and sanitary condition after every use.

Net revenue earned by City from concession sales shall be used by City to offset cost of services provided by City in the Sports Park.

8. Use

IBLL shall only use the Park for sports league activities as scheduled and approved by the City in advance. However, any fields not in use (regardless if scheduled but subsequently not used) shall be available for use by City, other authorized leagues, the general public, or private groups pursuant to the policies, rules and regulations of the City. Any unscheduled use of fields will be considered temporary and immediately terminated if and when the approved scheduled league or user arrives at the field.

City and IBLL will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. City will meet annually (in November and/or December) to set the schedule for the upcoming year and meet at other times as necessary to finalize each season's schedule. No later than December 15 of each year, IBLL shall present its tentative schedule for the upcoming year to the City. The City recognizes that IBLL's peak periods of use will be during the months of January - June for spring competition activities. In order to schedule each season's league play in a timely manner, IBLL shall provide City reasonable advance notice of their desired field use schedule including information on fee amount charged to participants, number of age divisions, team names in each division, player names, player residency, names of coaches and managers and contact information. A minimum of fifty percent (50%) of IBLL league players must be Imperial Beach residents.

IBLL shall not, nor shall IBLL permit employees, agents or representatives of the IBLL or individuals participating in IBLL's programs to violate provisions of the Imperial Beach Municipal Code when using the Park, or allow the Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

9. Dispute Resolution

The City desires to reach consensus with and between the authorized leagues regarding scheduled use of the Park fields. In the event the league(s) and the City cannot reach agreement on a Park field use schedule within a reasonable time period prior to the start of each league's season then the City's Recreation Coordinator will decide the upcoming season's schedule. If IBLL desires to appeal the decision of the Recreation Coordinator they must do so in writing to the City Manager within five business days of the decision. The City Manager will then appoint an appeal panel of three representatives to hear the appeal. The decision of the appeal panel will be final.

All other non-schedule related disputes between leagues and/or the City will be decided by the Recreation Coordinator. Any appeal of non-schedule related disputes shall be directed to the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

10. Compliance with Laws

IBLL expressly agrees at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and IBLL shall at all times faithfully obey and comply with all laws, rules and regulations applicable

thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof.

11. Maintenance and Care

IBLL shall be responsible for dragging and chalking athletic fields for all their designated youth activities and trash pick-up during and after each athletic event. City shall be responsible for all electricity costs associated with field and park facility lighting, except for electricity costs for concession stand operations, which shall be the responsibility of the IBLL.

City shall be responsible for daily maintenance and repair of all recreational fields Park grounds, parking lots, landscaping, turf maintenance, field lighting maintenance and housekeeping activities for all Park and grounds structures, including structural concession stand area maintenance.

No later than December 15 of each year, IBLL will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Project (CIP) Plan. This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. In the event IBLL's CIP list differs from the City's CIP Plan, the City's CIP Plan shall prevail.

IBLL may perform minor maintenance or repair for certain recreational grounds or facilities if approved by the City in advance. IBLL shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by the City and will become the property of the City unless otherwise agreed to in writing.

12. Specialty Leagues and/or Traveling Teams

Any specialty leagues or traveling teams directly or indirectly associated with IBLL are not included in this agreement and are subject to the same procedures, rules and regulations as other non-recognized groups in regards to use of the Park.

13. Operating Rules and Procedures

IBLL shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to the City upon request.

14. Security and Reporting

All violations of law, abuse or damage to the Park, or injuries to the public or IBLL's agents or employees, shall be reported immediately to the City.

15. IBLL's Employees and Equipment

IBLL has secured or will secure at IBLL's own expense all persons, employees, and equipment required to perform the services required under this Agreement and that all such services will be performed by IBLL, or under IBLL's supervision, by persons authorized by law to perform such services. IBLL covenants and agrees to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

16. Responsibility for Equipment

City shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by IBLL or any of IBLL's employees or sub-contractors, even if such equipment has been furnished, rented, or loaned to IBLL by City. The acceptance or use of any such equipment by IBLL, IBLL's employees, or sub-contractors shall be construed to mean that IBLL accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. Independent Contractor

IBLL is, for all purposes arising out of this Agreement, an independent contractor. IBLL has and shall retain the right to exercise full control and supervision of all persons assisting the IBLL in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither IBLL nor IBLL's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, IBLL being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

18. Hold Harmless

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of IBLL, including those, if any, originally employed by City and utilized by IBLL, and IBLL agrees to defend, at IBLL's own expense, any suit or suits that may be brought against City by reason of any such act or omission.

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to IBLL and IBLL's employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of IBLL.

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on

which any claim arising therefrom is based. It is intended by both parties that IBLL shall indemnify and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of IBLL its agents, employees and sub-contractors, excepting those which arise out of the sole active negligence of City.

19. Insurance

IBLL agrees to maintain such insurance as will fully protect both IBLL and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by IBLL, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

IBLL shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the IBLL, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

IBLL agrees to provide City at or before the effective date of this Agreement with a Certificate of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the fields.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by IBLL as required under this Agreement. Each insurance policy required of IBLL under this Agreement shall acknowledge this by an appropriate clause of similar statement.

20. Waiver of Subrogation

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; IBLL shall provide any insurance necessary for equipment owned by IBLL and placed in Park facilities.

21. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBLL: Imperial Beach Little League
P.O. Box 1041
Imperial Beach, CA 91933

City: City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

22. Nondiscrimination and Nonsegregation

IBLL and IBLL's employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

IBLL, its employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

23. City Manager

The City Manager or his/her designee shall be the contract officer and shall receive communications from the IBLL and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

24. Approvals

Approvals required by City shall not be unreasonably withheld.

25. Modification

Notwithstanding any of the provisions of this Agreement, City and IBLL may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

26. Assignments

No transfer or assignment by the IBLL that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

27. California Law; Venue

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. IBLL hereby waives any and all rights it might have pursuant to Section 394 of the California Code of Civil Procedure.

28. Severability

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed:

City of Imperial Beach:

Imperial Beach Little League (IBLL)

Signature on file

3/8/07
Date

City Manager

Signature on file

12/19/06
Date

League President

Approved as to Content:

Signature on file

Assistant City Manager

**SPORTS PARK FIELD USE AGREEMENT
BETWEEN THE CITY OF IMPERIAL BEACH
AND IMPERIAL BEACH GIRL'S SOFTBALL**

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City") and Imperial Beach Girls' Softball - a 501(c)(3) nonprofit corporation (hereinafter referred to as "IBGS").

1. Purpose

The purpose of this Agreement is to provide for certain terms and conditions for the use by IBGS of the City's Sports Park fields and facilities.

2. Facility Description

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

IBGS shall have certain limited rights to use designated athletic recreational fields, facilities and grounds at the Park (with the exception of the Gym Complex and Sports Park Picnic Area) for sports league activities. Fields "A", "B", "C", "D", "E", and "F" are generally available for seasonal use by organized leagues as approved and scheduled by the City in advance. In addition, the City will make the northern portion of the concession stand area (as shown on Exhibit "A") available for IBGS use during approved league play.

3. Other Activities

IBGS agrees to acquire necessary Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for activities of IBGS which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

4. Condition of Park

IBGS agrees during the term of this Agreement to maintain and operate those designated ball fields and concession stand areas of the Park in a clean, safe, and sanitary condition, free of trash. IBGS will inspect their designated ball fields and concession stand area after each use to ensure they are maintained in a clean, safe, and sanitary condition, free of trash.

IBGS will solely be responsible for dragging the infield and chalking the base lines before each game. City agrees to provide daily litter control and trash disposal services for Park facility. However, IBGS will be responsible for emptying full trash cans during their activities and trash pick-up after each athletic activity.

An inspection and report on the condition of the Park, fields, facilities, and concession stand, based on a joint inspection between the City and IBGS, will be completed not later than December 15 of each year. In addition, IBGS shall report any immediate maintenance issues to the City as they are identified.

5. Inspection, Entry and Control

The City, shall maintain control over, have access to, and have the right at any time to inspect and assess the conditions of all facilities within the Sports Park. The City reserves the

unfettered right of ingress and egress to its Park by authorized City representatives for the purpose of repairs, preservation and maintenance of its Park and its facilities. If such repairs, preservation or maintenance would interrupt IBGS's use of Park, except in emergency situations requiring immediate work, IBGS will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

IBGS shall not change, modify or re-key any locks at the Park, structures, facilities or gates without prior approval from the City. At all times the City shall have key access to the entire Park including structures, facilities, buildings, storage rooms or gates on City property.

6. Term

This Agreement shall commence on January 1, 2007 and continue through December 31, 2009 for a total contract period of three (3) years. The City shall have the option to extend this Agreement for an additional two (2) one (1) year increments after the end of the current term. Should City desire to exercise an option to extend, it shall give IBGS thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should IBGS be in default of any covenant or condition hereof.

All personal property of IBGS remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall be, at its election, become the property of City.

7. Consideration for Use of Concession Operation

In consideration of the City granting IBGS the right to store and sell food, snacks, drinks and other related items from the concession stand area, IBGS shall use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting IBGS related activities in accordance with this Agreement. IBGS will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

Upon 24 hour notice, the City shall retain the right to use said concession stand area for the purpose of selling food, snacks, drinks and other related items when not in use by IBGS. The City will not use any consumable products owned by IBGS without prior consent of IBGS. Both IBGS and the City will be responsible to repair any fixtures, appliances, and equipment damaged by their use. Both IBGS and the City agree to leave said concession stand area in a clean and sanitary condition after every use.

Net revenue earned by City from concession sales shall be used by City to offset cost of services provided by City in the Sports Park.

8. Use

IBGS shall only use the Park for sports league activities as scheduled and approved by the City in advance. However, any fields not in use (regardless if scheduled but subsequently not used) shall be available for use by City, other authorized leagues, the general public, or private groups pursuant to the policies, rules and regulations of the City. Any unscheduled use of fields will be considered temporary and immediately terminated if and when the approved scheduled league or user arrives at the field.

City and IBGS will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. City will meet annually (in November and/or December) to set the schedule for the upcoming year and meet at other times as necessary to finalize each season's schedule. No later than December 15 of each year, IBGS shall present its tentative schedule for the upcoming year to the City. The City recognizes that IBGS's peak periods of use will be during the months of January - June for spring competition activities. In order to schedule each season's league play in a timely manner, IBGS shall provide City reasonable advance notice of their desired field use schedule including information on fee amount charged to participants, number of age divisions, team names in each division, player names, player residency, names of coaches and managers and contact information. A minimum of fifty percent (50%) of IBGS league players must be Imperial Beach residents.

IBGS shall not, nor shall IBGS permit employees, agents or representatives of the IBGS or individuals participating in IBGS's programs to violate provisions of the Imperial Beach Municipal Code when using the Park, or allow the Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

9. Dispute Resolution

The City desires to reach consensus with and between the authorized leagues regarding scheduled use of the Park fields. In the event the league(s) and the City cannot reach agreement on a Park field use schedule within a reasonable time period prior to the start of each league's season then the City's Recreation Coordinator will decide the upcoming season's schedule. If IBGS desires to appeal the decision of the Recreation Coordinator they must do so in writing to the City Manager within five business days of the decision. The City Manager will then appoint an appeal panel of three representatives to hear the appeal. The decision of the appeal panel will be final.

All other non-schedule related disputes between leagues and/or the City will be decided by the Recreation Coordinator. Any appeal of non-schedule related disputes shall be directed to the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

10. Compliance with Laws

IBGS expressly agrees at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and IBGS shall at all times faithfully obey and comply with all laws, rules and regulations applicable

thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof.

11. Maintenance and Care

IBGS shall be responsible for dragging and chalking athletic fields for all their designated youth activities and trash pick-up during and after each athletic event. City shall be responsible for all electricity costs associated with field and park facility lighting, except for electricity costs for concession stand operations, which shall be the responsibility of the IBGS.

City shall be responsible for daily maintenance and repair of all recreational fields Park grounds, parking lots, landscaping, turf maintenance, field lighting maintenance and housekeeping activities for all Park and grounds structures, including structural concession stand area maintenance.

No later than December 15 of each year, IBGS will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Project (CIP) Plan. This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. In the event IBGS's CIP list differs from the City's CIP Plan, the City's CIP Plan shall prevail.

IBGS may perform minor maintenance or repair for certain recreational grounds or facilities if approved by the City in advance. IBGS shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by the City and will become the property of the City unless otherwise agreed to in writing.

12. Specialty Leagues and/or Traveling Teams

Any specialty leagues or traveling teams directly or indirectly associated with IBGS are not included in this agreement and are subject to the same procedures, rules and regulations as other non-recognized groups in regards to use of the Park.

13. Operating Rules and Procedures

IBGS shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to the City upon request.

14. Security and Reporting

All violations of law, abuse or damage to the Park, or injuries to the public or IBGS's agents or employees, shall be reported immediately to the City.

15. IBGS's Employees and Equipment

IBGS has secured or will secure at IBGS's own expense all persons, employees, and equipment required to perform the services required under this Agreement and that all such services will be performed by IBGS, or under IBGS's supervision, by persons authorized by law to perform such services. IBGS covenants and agrees to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

16. Responsibility for Equipment

City shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by IBGS or any of IBGS's employees or sub-contractors, even if such equipment has been furnished, rented, or loaned to IBGS by City. The acceptance or use of any such equipment by IBGS, IBGS's employees, or sub-contractors shall be construed to mean that IBGS accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. Independent Contractor

IBGS is, for all purposes arising out of this Agreement, an independent contractor. IBGS has and shall retain the right to exercise full control and supervision of all persons assisting the IBGS in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither IBGS nor IBGS's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, IBGS being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

18. Hold Harmless

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of IBGS, including those, if any, originally employed by City and utilized by IBGS, and IBGS agrees to defend, at IBGS's own expense, any suit or suits that may be brought against City by reason of any such act or omission.

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to IBGS and IBGS's employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of IBGS.

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on

which any claim arising therefrom is based. It is intended by both parties that IBGS shall indemnify and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of IBGS its agents, employees and sub-contractors, excepting those which arise out of the sole active negligence of City.

19. Insurance

IBGS agrees to maintain such insurance as will fully protect both IBGS and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by IBGS, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

IBGS shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the IBGS, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

IBGS agrees to provide City at or before the effective date of this Agreement with a Certificate of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the fields.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by IBGS as required under this Agreement. Each insurance policy required of IBGS under this Agreement shall acknowledge this by an appropriate clause of similar statement.

20. Waiver of Subrogation

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; IBGS shall provide any insurance necessary for equipment owned by IBGS and placed in Park facilities.

21. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBGS: Imperial Beach Girls' Softball (IBGS) (ASA Affiliated)
P.O. Box 1358
Imperial Beach, CA 91933

City: City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

22. Nondiscrimination and Nonsegregation

IBGS and IBGS's employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

IBGS, its employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

23. City Manager

The City Manager or his/her designee shall be the contract officer and shall receive communications from the IBGS and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

24. Approvals

Approvals required by City shall not be unreasonably withheld.

25. Modification

Notwithstanding any of the provisions of this Agreement, City and IBGS may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

26. Assignments

No transfer or assignment by the IBGS that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

27. California Law; Venue

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. IBGS hereby waives any and all rights it might have pursuant to Section 394 of the California Code of Civil Procedure.

28. Severability

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed:

City of Imperial Beach:

Signature on file

City Manager

3/8/07

Date

Imperial Beach Girls' Softball (IBGS)

Signature on file

League President

2-7-07

Date

Approved as to Content:

Signature on file

Assistant City Manager

**FIRST AMENDMENT TO THE SPORTS PARK FIELD USE AGREEMENT
BETWEEN THE CITY OF IMPERIAL BEACH,
IMPERIAL BEACH LITTLE LEAGUE, AND IMPERIAL BEACH GIRLS SOFTBALL
LEAGUE**

THIS FIRST AMENDMENT TO THE FIELD USE AGREEMENT (hereinafter referred to as "First Amendment") is made this 5th day of August 2015, by and between the City of Imperial Beach, a Municipal Corporation, (hereinafter referred to as "City"), Imperial Beach Little League, a 501(c)(3) nonprofit corporation ("IBLL") and Imperial Beach Girls Softball League, a 501(c)(3) nonprofit corporation ("IBGSB") (IBLL and IBGSB hereinafter referred to collectively as "Leagues").

RECITALS

- A. The City and Leagues entered into the original Field Use Agreement ("Agreement") with respect to the League's operation of the fields at Sports Park on or about April 16, 2014.
- B. After operation under the Agreement, the Leagues have proposed various changes to the Agreement to allow for the continued operation under the Agreement and the City has agreed to modify the Agreement as shown below.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. As allowed pursuant to Section 6 "Term" of the Agreement, the City and Leagues have agreed to a renewal term of the Agreement from June 30, 2015 to June 30, 2017.
- 2. The Imperial Beach Girls Softball League, a 501(c)(3) nonprofit corporation shall be abbreviated as "IBGSB."

- 3. Section 4.B(b) shall be amended to read as follows:

"Repairing damage caused by the use of the batting cages and designated fields, including minor sprinkler repairs, fencing, and other facility damage not to exceed \$1,000."

- 4. Section 4.C. shall be amended to read as follows:

"Leagues agree that within sixty (60) days' notice from the City, Leagues will make any and all of the repairs or maintenance upon the Facilities that have been determine by the City to be necessary in order to maintain a safe environment and/or maintain the Facilities in a satisfactory condition. Should Leagues fail to complete the necessary repairs or maintenance within sixty (60) days' notice from the City, the City shall have the right, but not the duty, to complete such repairs or maintenance and to charge the Leagues the City's costs of doing so."

- 5. The last (third) paragraph in Section 5 shall be amended to read as follows:

"Leagues shall not change, modify or re-key any locks at the Facilities or gates without notifying the City within 24 hours. At all times the City shall have key access to all Facilities covered in this Agreement on City property. Within 24 hours of replacement of locks, the Leagues must give the combination or key to the City."

6. Section 21. "Notices" shall be amended such that IBGSB contact info will be as follows:

IBGSB: Imperial Beach Girls Softball League
P.O. Box 1358
Imperial Beach, CA 91933

7. **Section 29. Evaluation/Annual Reports** shall be added to read as follows:

"On or about the first anniversary of the Commencement Date and then annually thereafter, Leagues shall provide annual reports to the CITY denoting Imperial Beach participants, total participant numbers, events coordinated, and any other pertinent statistics. On or about the first anniversary of the Commencement Date and then annually thereafter, CITY shall evaluate LEAGUE's performance in fulfilling its responsibilities under this Agreement."

8. This First Amendment shall become effective and enforceable with respect to the City and Leagues upon execution by the City.

9. Capitalized Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings assigned to them in the Agreement.

10. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

11. Conflicts. If there is a conflict between any provisions of the Agreement and this First Amendment, all provisions of this First Amendment shall control.

12. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

Executed on the date and year first indicated above at Imperial Beach, California.

CITY OF IMPERIAL BEACH,
a Municipal Corporation

Signature on file
By _____
Andy Hall, City Manager

IBLL Signature on file
By _____
Don Spicer, President

IBGSB
Signature on file
By _____
Jim Laccone, President

Photos of Project Site



Gym Flooring: East



Gym Flooring: South

Photos of Project Site



Gym Flooring: West



Gym Flooring: North

Photos of Project Site



Softball Field: East



Softball Field: South

Photos of Project Site



Softball Field: West



Softball Field: North

PROJECT SUMMARY

SPORT PARK CENTER AND FIELD RENOVATION

The Boys & Girls Clubs of South County in collaboration with the City of Imperial Beach is dedicated to providing a fun and safe place for the community to gather and enhance the quality of life.

The scope of work entails:

- *Replacement of the existing 150,000 sq.ft. softball field with artificial turf to conserve water usage and improve the availability of unused open space.*
- *Renovation of basketball court flooring with an acceptable covering that is "safe for play"*
- *Installation of a new batting cage for our Little League fields*
- *Upgrade softball fields batting cage?*

It is expected that this project will increase the existing level of participants to over 400 participants in our recreational youth classes, and expanding our Adult Recreational Leagues to offer a variety and not limited amount of sports for community members of all ages. With a renovation to our facilities we will be able to offer additional programs to youth, expand our adult recreational options, and introduce recreational options to seniors. The City of Imperial Beach in collaboration with the Parks and Recreation Committee has passed a project that would renovate the current Tot Lot adjacent to the Sports Park Recreation Center, and approved an enhancement of our Community Skate Park which is adjacent to the Softball field. All project improvements are an effort to enhance recreation for the entire community to enjoy. A reduction of water use will be achieved at the park site based on the projected timing of irrigation for the fields, which was 120 minutes per week and will now be 40 minutes per week for Sports Park.

Community Fact Finder

Youth Soccer

Sports Park, Imperial Beach, CA. 91932

Median Household Income	\$ 56,818	Project ID	478
Population (total)	1,696	Coordinates	32.5738, -117.1307
Labor Force Population	664	Date	08/09/2016
Unemployed Population	108	City	Imperial Beach
Unemployment Rate	16.3 %	County	San Diego



Youth Soccer Community FactFinder
is a service of the California Department of Parks and Recreation
www.parks.ca.gov

Youth Soccer Community FactFinder
Created by GreenInfo Network in consultation
with the CA Dept. of Parks and Recreation
www.greeninfo.org



California Youth Soccer and Recreation Development Program (OGALS)
PROJECT SELECTION CRITERIA

Title of Project: SPORTS PARK RECREATION CENTER RENOVATION

Criterion 1: Demographics (*Fact Finder Report Attached*)

<i>FACT FINDER ID Number</i>	=	478
<i>A. Total Population</i>	=	1,696
<i>B. Median Household Income.....</i>	=	\$56,818
<i>C. Unemployment Rate.....</i>	=	16.3%

Criterion 2: COMMUNITY CHALLENGES AND PROJECT BENEFITS

A. Describe the challenges, not shown in the Fact Finder report that are contributing to the need for youth soccer, softball, and/or basketball recreation opportunities.

Imperial Beach is a 4.5 square mile residential beach city in San Diego County, California, with a population of 27,408 based on the 2015 census. The city is the southernmost beach city in Southern California and is in the South Bay area of San Diego County. It is 14.1 miles south of downtown San Diego and 5 miles northwest of downtown Tijuana, Mexico. Approximately 50% of residents are Hispanic/Latino, 34% White, 8% Asian, 3.3% Black, 2.3% Am. Indian, and 2.4% listed as Other. An estimated 19.7% of individuals are below the poverty level, which is significantly high compared to the San Diego County at 14.7%. Imperial Beach is almost entirely built out with a few vacant parcels to add additional park space. The population of Imperial Beach is weighted heavily not just toward the young, but specifically toward children. In 1990, Imperial Beach, with 25.7% of its population under age 15, ranked first among cities in San Diego County in terms of the percentage of population in childhood and the early teen years. By comparison, only 20.7% of the regional population was under age 15. Currently, approximately 30% of the population is under the age of 19.

The challenges with current conditions limits us from hosting youth basketball, adult basketball, or even indoor soccer or roller hockey. The current state of the flooring is a challenge to maintain and is discouraging many groups from participating and having to resort to drive to other cities or forcing management to rent other facilities. There is no striping for other sports

City of Imperial Beach Sports Park

California Youth Soccer and Recreation Development Program (OGALS)

PROJECT SELECTION CRITERIA

and we have heard from residents that they would like to venture into other sports like, pickle ball, volleyball, or even using the facility for major sports like basketball and indoor soccer. The only recourse has been the rental of other facilities to accommodate the increasing demand from residents for these recreational activities. We have to heavily rely on volunteers for some field maintenance and repair due to a lack of funding.

The major deficiency with Sports Park is the lack of space for all of the programming desired by residents within neighborhood and community. Most of the recreational activities occur in our gymnasium where there is plenty of space to have multiple classes, such as Dance, Karate, Zumba, or ballet. The cement floors which had carpet removed has not been updated for over 10 years. Budget limitations have restricted essential improvements for flooring. The Boys & Girls Club handles the daily management of recreational activities for the community. The community has expressed the need to have adult basketball, pickle ball, and indoor soccer. Unfortunately, these floor conditions has caused several injuries and discomforts which has led to the teams deciding to no longer participate at the Boys & Girls Club. There was no other choice but to rent out another facility to host our community games. This has also been the case for many other classes and it greatly diminishes our purpose, which is to offer the community and our youth safe and accessible recreational activities. Sports Park offers the only Community Recreational Center in the City of Imperial Beach.

The City subsidizes our water and electrical bills in an effort to help with community recreational activities and sports. Another key part of our Park is our Little League and Softball fields. We collaborate with both organizations for youth sports but also use the park facilities for adult sports and recreation. Recently, a higher than normal utilization level from participants has caused the amount subsidized (\$50,000) to become exhausted.

California Youth Soccer and Recreation Development Program (OGALS)
PROJECT SELECTION CRITERIA

Local organizations help by conducting fundraisers for some repairs and maintenance, which is done with a strong volunteer base. This has had its benefits and cause unexpected deficiencies, as well. If there are any funds left over from subsidy, management may use this funding to assist with maintenance and repairs. The intent of the Sports Park Facility Improvement as proposed is to expand recreational opportunities that would be otherwise lost, while also increasing our capacity to meet the demand for these services.

B. Describe any youth crime issues present.

Imperial Beach has an overall crime rate of 4,094 per 100,000 residents. The area has been known for the presence of the predominant rival gangs (Imperial Gangs) and gang life has contributed to over half of the violent crimes in the community. For nearly 40 years, multi-generational street gangs have negatively influenced youth within Imperial Beach. The project service area within and surrounding Sports Park is a highly transient beach area which attracts many surfers and skater enthusiasts. In San Diego, approximately 688 teens are in custody at the county's five juvenile facilities, compared to 3,600 who are out in the community on probation.

<i>Crime Statistics; Gang-Involvement and Relative Data</i>
<ul style="list-style-type: none"><i>Project area zip code (91932), gang-related murders were down 3.7%</i><i>Project area gang shootings were down 3% over last year</i><i>16% increase in crimes (crimes against people and thefts) from January 1 to December 31, 2015 compared to the same months in 2014.</i><i>Average number of incident calls in the Sports Park area last year was 9 which is lower than previous year</i>
<i>Source: San Diego County Sheriff's Department, Imperial Beach Station</i>

California Youth Soccer and Recreation Development Program (OGALS)
PROJECT SELECTION CRITERIA

C. Describe any deficiencies in similar recreational facilities. Provide details of these deficiencies.

There is a Boys & Girls Club facility (recreation center) within a 1 mile radius that has inherited some of the population that Sports Park cannot accommodate. With an increase in services from the Sports Park we see the capacity of hosting more recreational opportunities through improvement of space and facilities. The Boys & Girls Club recreation center has seen the growth of classes, sports leagues, and special events. One of the deficiencies is that other facilities are upgrading and accommodating, whereas, the Sports Park is not and losing attendance and popularity because of facility maintenance.

D. Describe any current recreation opportunities that may be lost or affected if this Project is not implemented.

Imperial Beach Sports Park has an open play area, a covered patio area with picnic tables and grills, six ball fields, two batting cages, concession stand, a basketball court, playground, and bathrooms. The Sports Park is located next to the Tijuana Estuary and about four blocks from the Imperial Beach sea shore. Sports Park serves as the major recreational community facility in the area and most of the facility revenues come from adult sports.

Due to the current state of our gym floor we have lost the opportunity to host adult basketball. When Boys & Girls Club began to manage the facility, we started with 8 adult basketball teams and hosted youth basketball clinics. We currently have 0 teams participating in the recreation center and have had to rent another facility host 6 adult league basketball teams, youth clinics, and indoor soccer games. Funds generated as a result of Adult Sports have traditionally helped to fund our youth sports. We offer youth sports at a zero or significantly reduced rate of \$40.00 per person, which is due to the fact that the neighborhood we serve is primarily lower income families. The estimated cost to sponsor adult sports has a value of \$3,000 per month over 12 months when active at full capacity. Now that services are currently limited

California Youth Soccer and Recreation Development Program (OGALS)
PROJECT SELECTION CRITERIA

to one day per week the lost in revenues is estimated at \$2,250 monthly which is \$27,000.00 annually. The benefits to our community for these active sports/activities can't be recovered. It is the intent this project to significantly expand recreational opportunities with a completely renovated facility that would increase availability to residents.

By renovating gymnasium floor we would be able to run recreation classes simultaneously and offer adult recreation to compliment. The gymnasium space alone can allow us to double our recreation class sizes and offer at least double what we currently offer. Average daily attendance for our recreational classes is 125 participants which means we can serve at least 250 plus adding more classes. Total estimate of participants can exceed 400 compared to 125. As for our adult recreation we would be able to host our Men's Basketball leagues, along with volleyball, indoor soccer, and pickle ball. All can generate revenues exceeding \$18,000 if implemented.

Criterion 3: COMMUNITY INVOLVEMENT

A. Describe how the Applicant conducted outreach to interested parties. Include information on when the outreach occurred, the variety of outreach methods used, and what stakeholders were solicited.

An extensive outreach process was conducted utilizing various social media resources and bilingual printed materials in Spanish/English. Resources and materials included: posters, school flyers, internet/website, community newspaper, direct mailers, Park & Recreation program guide, and other social media (Facebook, Twitter). Outreach was carried out over the span of 6 months, with 347 surveys completed during community meetings and events to reach residents, businesses and local vendors. A total of 214 surveys were also completed online to enlist input through the South Bay Union Unified School District to reach families from the schools.

California Youth Soccer and Recreation Development Program (OGALS)
PROJECT SELECTION CRITERIA

B. Describe what was learned as a result of this outreach.

Distribution of surveys city-wide has provided critical information to help structure programming to meet the recreational needs of the community. Both residents and management have learned which facilities, services and programs will best serve future programs to be developed. Key comments entail: 1) over 200 stated that they walked to the Parks; 2) majority visited parks several times per week; 3) 60% visited Sports Park; 4) over 200 stated the conditions of parks were obstacles/prevented to using facilities; 5) crime/vandalism prevented usage; 6) 90% stated youth activities were critical for ages 6-11; and 7) over 50% stated outdoor recreation was a priority.

C. Describe how the Project was influenced by this outreach.

The outreach process enabled residents to provide comments on the priority concerns and needs that they desired for the Sports Park Improvement project. Stakeholder comments and involvement helped to shape the development for this project.

Criterion 4: Availability

Project Site Annual Schedule, including operating hours and days of week.			
January to December	Baseball Teams	Weekdays (M-F) Saturday Sunday	3:00pm- 6:00pm Dawn to dusk? Closed
	Open Play (General Public)	Weekdays (M-F)	3:00pm- 6:00pm
January to December	Soccer Teams	Weekdays (M-F) Saturday Sunday	3:00pm- 6:00pm Dawn to dusk Closed
	Open Play (General Public)	Weekdays (M-F) Sunday	3:00pm- 6:00pm Dawn to dusk
January to December	Open Play (General Public)	Daily	7:00 am -10:00pm

California Youth Soccer and Recreation Development Program (OGALS)

PROJECT SELECTION CRITERIA

Criterion 5: ORGANIZATION CAPACITY

Focus- maximum points for applicants that demonstrate significant capacity to complete & maintain Project.

Provide examples of capital outlay projects similar in type, scope, and/or dollar amount completed by the Applicant, or by any project manager/consultant working with the Applicant.

Project Type or Scope	Youth Soccer Field
Total Project Costs	\$300,000
Project Amount & Funding Sources	State Grant, City Funding
Discuss Completion Date vs Actual Completion	Project was complete in February of 2010. This project was built to accommodate local youth in after school recreation. The city has been able to provide a fun and safe place for youth to gather and play recreation and league play. Average amount of youth utilizing field daily is 125.
Describe how this project is operated and maintained.	Youth Soccer Field installed in Veterans Park. Field is for Public Use and can be rented by groups meeting City Criteria. Field is youth regulation length four under 13 years of age. City of Imperial beach maintains field and any maintenance.

Criterion 6: WATER CONSERVATION

A. Describe the water-use reduction requirements in the jurisdiction where the Project is located.

Imperial Beach is under a Stage 1 Water Conservation Alert, which is a voluntary compliance order, and the City requires water conserving features in all new developments, including landscape and irrigation improvements. California American Water has implemented a voluntary water conservation program (referred to as CPUC Rule 14.1) aimed at reducing water usage for your area, and encourages all consumers, residential, business, and other customer classifications by voluntarily ending nonessential or unauthorized water use.

B. Explain how the planned Water Conservation measures enable the Project to use even less water than required.

In an effort to maintain water conservation, Imperial Beach aggressively supports San Diego County's Water Smart Authority *Live Water-Smart Campaign*. The specific method that will be applied within Sports Park is the installation of drought tolerant "turf" in the softball/baseball

California Youth Soccer and Recreation Development Program (OGALS)

PROJECT SELECTION CRITERIA

fields. Water conserving management practices will be used to maximize irrigation efficiency.

This will be achieved through the selection of the turf materials with lower water use rates for this particular area. With the selection of a healthy turf we can protect the environment, while also reducing run-off, minimizing soil erosion, and improve absorption of rainwater in the project area. The projected timing for irrigation of the fields is 40 minutes per week versus 120 minutes per week, which will result in a reduction of water use for Sports Park.

NOTICE OF EXEMPTION

TO: County Clerk; ATTN Amber Stevens
1600 Pacific Highway, Rm. 260
P.O. Box 121750/ MS A-33
San Diego CA 92112-1750

FROM: City of Imperial Beach
Community Development Dept.
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Office of Planning and Research
P.O. Box 3044
1400 Tenth Street, Room 222
Sacramento, CA 95812-3044



PROJECT TITLE: Sports Park Center and Field Renovation

EIA NO: 00-

PROJECT LOCATION: Sports Park @ 425 Imperial Beach Boulevard in the City of Imperial Beach, County of San Diego (A.P.N. 632-400-17, 21, 22)

PROJECT DESCRIPTION: Replacement of existing 150,000 sq. ft. softball field with artificial turf, renovate basketball court flooring, install new batting cage for Little League fields, and upgrade softball fields batting cage.

PUBLIC AGENCY APPROVING PROJECT: City of Imperial Beach

PERSON CARRYING OUT PROJECT: Ed Vea, Management Analyst, City of Imperial Beach, 825 Imperial Beach Blvd. Imperial Beach, CA 91932
(619) 423-8615 evea@imperialbeachca.gov

Contact Person: Jim Nakagawa
Area Code/Phone: (619) 628-1355
E-mail: jnakagawa@imperialbeachca.gov

EXEMPT STATUS (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 156269(b)(c));
- General Rule Exemption (Sec. 15061.b3)
- Categorical Exemption. State type and section number: Type 1 Existing facilities §15301.**
- Statutory Exemptions. State code number:

Reasons why project is exempt:

Replacement of existing facilities and installation of minor facilities in an existing city park would not result in any significant impacts.

Jim Nakagawa, AICP
City Planner

Date

Date Received for filing at OPR: _____

**THIS PAGE
INTENTIONALLY LEFT BLANK**



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH+*
MEETING DATE: NOVEMBER 16, 2016
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT *SD*
SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 2016-7754 THAT WOULD APPROVE THE PROPERTY DONATION AND MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SAN DIEGO FOR A NEW LIBRARY AND USE OF THE COMMUNITY ROOM AT 810 IMPERIAL BEACH BOULEVARD (APN 626-400-54-00 & 626-400-71-00). MF 1067.

EXECUTIVE SUMMARY:

The County of San Diego (County) initiated the process to rebuild the library in Imperial Beach, which requires a donation of 9,181 square feet of City property. On June 17, 2015 the City Council approved Resolution 2015-7595, which provided discretionary approvals for the construction of new library measuring approximately 14,000 square feet, which included an approximately 2,000 square foot community room that would replace the Marina Vista Center that was located on the property that would be donated to the County. The Resolution provided conditions that a boundary adjustment would be processed ("Property Donation") and that the County and City would enter into a Terms of Use Agreement ("Memorandum of Understanding") for operation of the community room. The Property Donation and Memorandum of Understanding documents have been prepared for consideration by the City Council.

FISCAL ANALYSIS:

On-going maintenance costs for the portion of land that would be donated for the library would be incurred by the County of San Diego. No other fiscal impacts have been identified.

RECOMMENDATION:

That the City Council adopt Resolution 2016-7754, approving the Property Donation and Construction Agreement with associated exhibits, which includes the Memorandum of Understanding for the Community Room, and authorizing the City Manager to take any actions necessary to effectuate the City's approval with the County and the Woman's Club.

RATIONALE:

The Property Donation would allow for a new library that would provide access to books, computers, programs, and a new community room. The Memorandum of Understanding

provides terms between the County, City, and community user groups for use and maintenance of the facility.

OPTIONS:

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

- Approve the resolution with modifications requested by the City Council; or
- Continue the report to a specific future meeting to allow staff to provide additional information.

BACKGROUND/ANALYSIS:

On June 17, 2015 the City Council approved Resolution 2015-7595 for an Administrative Coastal Permit (ACP 140012), Design Review Case (DRC 140013), and Site Plan Review (SPR 140014) for the construction of new library measuring approximately 14,000 square feet, which included an approximately 2,000 square foot community room with a storage room for the Woman's Club. The community room would replace the Marina Vista Center and the project required 9,181 square feet of City-owned to be donated to the County. Resolution 2015-7595 provided conditions that a boundary adjustment would be processed ("Property Donation") and that the County and City would enter into a Terms of Use Agreement ("Memorandum of Understanding") for operation of the community room.

Property Donation and Construction Agreement

The Property Donation and Construction Agreement would formally donate 9,181 square feet of City-owned land to the County of San Diego for the new library project, which includes an approximately 2,000 square foot community room with a storage room for the Woman's Club. In general, the land would be used for the building, landscaping, and access and would be maintained by the County. Approval of the Property Donation and Construction Agreement would authorize the City Manager to take any actions necessary to effectuate the City's approval, which would include executing and delivering a Grant Deed and conveying fee title of the property and all improvements thereon to the County. The County shall pay any government conveyance fees and taxes, escrow fees, title policy costs, real estate taxes and special assessments, if applicable, to effectuate the transfer of the property. No additional monetary consideration is to be paid to City for the property acquired by County.

Memorandum of Understanding

The Memorandum of Understanding (MOU) is Exhibit E of the attached Property Donation and Construction Agreement. One of the main purposes of the MOU is to ensure that programs currently operating in the Marina Vista Center have the ability to resume operations in the new Community Room upon completion of the library project. The facility use is an important issue for the City and the current users because some of the users have utilized the space for a number of years and have license agreements with the City for extended periods of time. For instance, the Woman's Club has since at least 1980 utilized the Marina Vista Center and received its most recent 25 year extension from the City in 2012. The accommodation of the existing users/programs and use of the facility have been coordinated with the existing users, the County, and City and are outlined in Section 2 of the MOU. The MOU also includes provisions to the usage of the Community Room that will:

- i. address unanticipated scheduling concerns;

- ii. provide for an annual review of the programming;
- iii. provide for City Emergency Uses; and
- iv. provide for City non-emergency uses.

In addition to the agreement with the County, the City would need to enter into an agreement with the Woman's Club for insurance/indemnification related to use of the Community Room which would be executed in conjunction with this transaction.

ENVIRONMENTAL IMPACT:

The property donation agreement is not, in itself, a project as defined by the California Environmental Quality Act (CEQA). However, the development proposal for the library was subject to CEQA review and complies with the requirements of CEQA as a Mitigated Negative Declaration (MND) was published and circulated for a 20-day public comment period on May 6, 2014 through May 26, 2014. In accordance with CEQA section 15051, the County served as the Lead Agency and the City served as the Responsible Agency. The MND identified mitigation measures that reduced all potentially significant environmental effects to below a level of significance. The City Council determined that the MND was adequate on June 17, 2015.

Attachments:

1. Resolution 2016-7754
2. Property Donation and Construction Agreement with associated exhibits
 - Exhibit A – Parcel Map
 - Exhibit B – City Transfer Parcel
 - Exhibit C – Library Project Site Plan
 - Exhibit D – Grant Deed for City Parcel Transfer
 - Exhibit E – Memorandum of Understanding
 - Exhibit F – Right of Entry Permit
 - Exhibit G – Road Easement Deed for City's Right of Way

c: file MF 1067

RESOLUTION NO. 2016-7754

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE PROPERTY DONATION AND MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SAN DIEGO FOR A NEW LIBRARY AND USE OF THE COMMUNITY ROOM

WHEREAS, County of San Diego is the owner of Assessor's Parcel Number 626-400-54 ("County Parcel") in the City of Imperial Beach, which is the site of an existing County library; and

WHEREAS, City of Imperial Beach is the owner of Assessor's Parcel Number 626-400-71, located adjacent to the County Parcel, which is the site of Veterans Park, a Senior Center, and the former Marina Vista Room, ("City Parcel"); and

WHEREAS, City and County desire to expand the County Parcel by conveying a portion of the City Parcel ("Property") to the County to enable the County to incorporate an approximately 2,000 square-foot community room ("Community Room") as part of a project to construct a new Library on the County Parcel; and

WHEREAS, County desires to: (1) construct a new, approximately 14,000-square-foot library ("Library"); (2) construct a new Community Room to replace the former Marina Vista Community Room as part of the Library on the expanded County Parcel ("Facility"); and (3) add parking spaces within the existing 8th Street right of way; and

WHEREAS, on June 17, 2015 the City Council approved Resolution 2015-7595 for an Administrative Coastal Permit (ACP 140012), Design Review Case (DRC 140013), and Site Plan Review (SPR 140014) which included conditions that a boundary adjustment extending the property lines be processed, that the County and City shall enter into a Terms of Use Agreement ("Memorandum of Understanding") for operation of the Community Room, and that programs that were operating in the Marina Vista Community Room shall resume upon completion of the library project with no scheduling changes without the consent of the program operator; and

WHEREAS, the County of San Diego and City of Imperial Beach have agreed to execute a Property Donation and Construction Agreement with associated exhibits (Parcel Map, City Transfer Parcel, Library Site Plan, Grant Deed for City Parcel Transfer, Memorandum of Understanding, Right of Entry Permit, and Road Easement Deed for City Right-of-Way).

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

1. The above recitals are true and correct.
2. The City Council hereby consents to the Property Donation and Construction Agreement with associated exhibits (Parcel Map, City Transfer Parcel, Library Site Plan, Grant Deed for City Parcel Transfer, Memorandum of Understanding, Right of Entry Permit, and Road Easement Deed for City Right-of-Way) in the form as attached to the November 16, 2016 staff report and authorizes the City Manager to take any actions necessary to effectuate the City's approval, including but not limited to the Memorandum of Understanding, grant deed, and agreement with the Woman's Club.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH
AND THE COUNTY OF SAN DIEGO FOR PROPERTY DONATION AND CONSTRUCTION
OF A NEW LIBRARY AND RELATED IMPROVEMENTS

This agreement ("Agreement") is entered into on _____, 201__, by and between the City of Imperial Beach, a municipal corporation organized pursuant to the laws of the State of California ("City") and the County of San Diego, a political subdivision of the State of California ("County") (collectively, "Parties").

Recitals

This Agreement is made for the purposes of and with respect to the following facts, which each party agrees and acknowledges are true and correct:

- a. County is the owner of Assessor's Parcel Number 626-400-54 ("County Parcel") in the City of Imperial Beach, which is the site of an existing County library.
- b. City is the owner of Assessor's Parcel Number 626-400-71, located adjacent to the County Parcel, which is the site of Veterans Park, a Senior Center, and the former Marina Vista Room, ("City Parcel"). The County and City Parcels are shown in Exhibit A, attached hereto.
- c. City and County desire to expand the County Parcel by conveying a portion of the City Parcel ("Property") to the County to enable the County to incorporate an approximately 2,000-square-foot community room ("Community Room") as part of a proposed project to construct a new Library on the County Parcel. A site plan showing the Property to be conveyed from the City to the County is attached hereto as Exhibit B.
- d. County desires to: (1) construct a new, approximately 14,000-square-foot library ("Library"); (2) construct a new Community Room to replace the former Marina Vista Community Room as part of the Library on the expanded County Parcel ("Facility"); and (3) add parking spaces within the existing 8th Street right of way. The "Project" means the construction of the Library, Community Room, and the addition of the parking spaces within the existing 8th Street right of way. A site plan showing the proposed Project improvements is attached hereto as Exhibit C. The entire Project will benefit the residents in the area.

Now therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Property Donation. In consideration of County's agreement to construct the Project in the City of Imperial Beach, within three (3) days following execution of (1) this Agreement by both Parties and (2) execution of the Memorandum of Understanding "MOU" for use of the Community Room attached as Exhibit E by both Parties, City shall to execute and deliver a Grant Deed, in the form attached as Exhibit D, conveying fee title of the Property, which is approximately 9,181 square feet (referred to as County Parcel Number 2014-0112-A) of Assessor's Parcel Number 626-400-71, and all improvements thereon, to the County. County shall pay any government conveyance fees and taxes, escrow fees, title policy costs, real estate taxes and special assessments, if applicable, to effectuate the transfer of the Property. No

additional monetary consideration is to be paid to City for the Property acquired by County hereunder.

2. Project. County intends to design, construct, and furnish, at County's sole cost, a new Library of approximately 14,000 square feet and construct a new Community Room as part of the Library on the expanded County Parcel. The City has reviewed and approved the design for the Project through the City's Design Review Board and Coastal Development permit processes.

3. Use of the Community Room. Concurrently with execution of this Agreement, the Parties will execute a MOU for use of the Community Room in the form attached as Exhibit E hereto.

4. Construction Staging Area. City has granted County the exclusive right to fence, occupy, and use a portion of the 8th Street right-of-way and a portion of the City Parcel, as a temporary staging area for the Project – see Right-of-Entry Permit ("ROE") shown on Exhibit F. Upon completion of the Project, County shall restore the ROE area to the same or better condition as it was immediately prior to the County's use of the area, or as altered.

5. Road Easement. As part of this Agreement, County agrees to grant to City a 100-square-foot road easement (Parcel No. 2014-0012-B) over an irregular shaped portion of the County Parcel. Within three (3) days following execution of this Agreement, County shall execute and deliver to City a road-easement deed in the form attached as Exhibit G.

6. Street Parking. As part of the Project, County shall re-stripe and reconfigure parking within the existing 8th Street right-of-way to create 20 additional parking spaces, for a total of 50 on-street parking spaces available for Library patrons.

7. Permits. The County's contractor for the Project will be responsible for obtaining all required Coastal Development permits for the Project.

8. Indemnification. County shall defend, hold and save City free and harmless from any claims and damages arising from County's negligence or misconduct or the negligence or misconduct of its representatives, employees, contractors or assigns relating to the construction, operation, and maintenance of the Project, except for damages due to the fault, negligence or intentional acts of City, its representatives, employees, contractors or assigns.

City shall defend, hold and save County free and harmless from any and all claims and damages arising from City's negligence or misconduct or the negligence or misconduct of its representatives, employees, contractors or assigns relating to the construction, operation, and maintenance of the Project, except for damages due to the fault, negligence or intentional acts of County, its representatives, employees, contractors or assigns.

It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each party shall bear the proportionate cost of any loss damage, expense or liability attributable to that party's negligence.

9. Notices. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

To County of San Diego:
COUNTY OF SAN DIEGO
Director of General Services
5560 Overland Avenue, Suite 410
San Diego, California 92123

To Imperial Beach:
CITY OF IMPERIAL BEACH:
City Manager
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

A party may change the address to which such communications are to be directed by giving written notice to the other in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this Section shall be deemed to have been received by the addressee at such time as it is personally delivered or on the third business day after it is mailed, as the case may be.

10. The Parties hereto acknowledge that it may be necessary to execute additional documents in order to complete the design and construction of the Project. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary to complete the design and construction of the Project in accordance with the intent of the Parties that is evidenced by this Agreement.

11. All exhibits referred to herein are attached hereto and incorporated herein by reference.

12. This Agreement constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto.

13. The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

14. No covenant, term or condition of this Agreement shall be deemed to be waived by any party hereto unless such waiver is in writing and executed by the Party making the waiver. No waiver of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.

15. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

16. This Agreement is to be deemed to have been prepared jointly by the Parties hereto with advice of counsel and, if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against any particular party as the drafter.

17. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be deemed made and entered into in San Diego County, which shall also be deemed to be the sole proper venue for any action or proceeding relating to this Agreement.

18. This Agreement may be executed in counterparts, each of which, when taken together shall constitute fully executed originals.

IN WITNESS WHEREOF, City and County have executed this Agreement effective as of the date first written above.

CITY OF IMPERIAL BEACH

COUNTY OF SAN DIEGO

By: _____

By: _____

MARKO MEDVED, P.E., CEM, Director
Department of General Services

Title _____

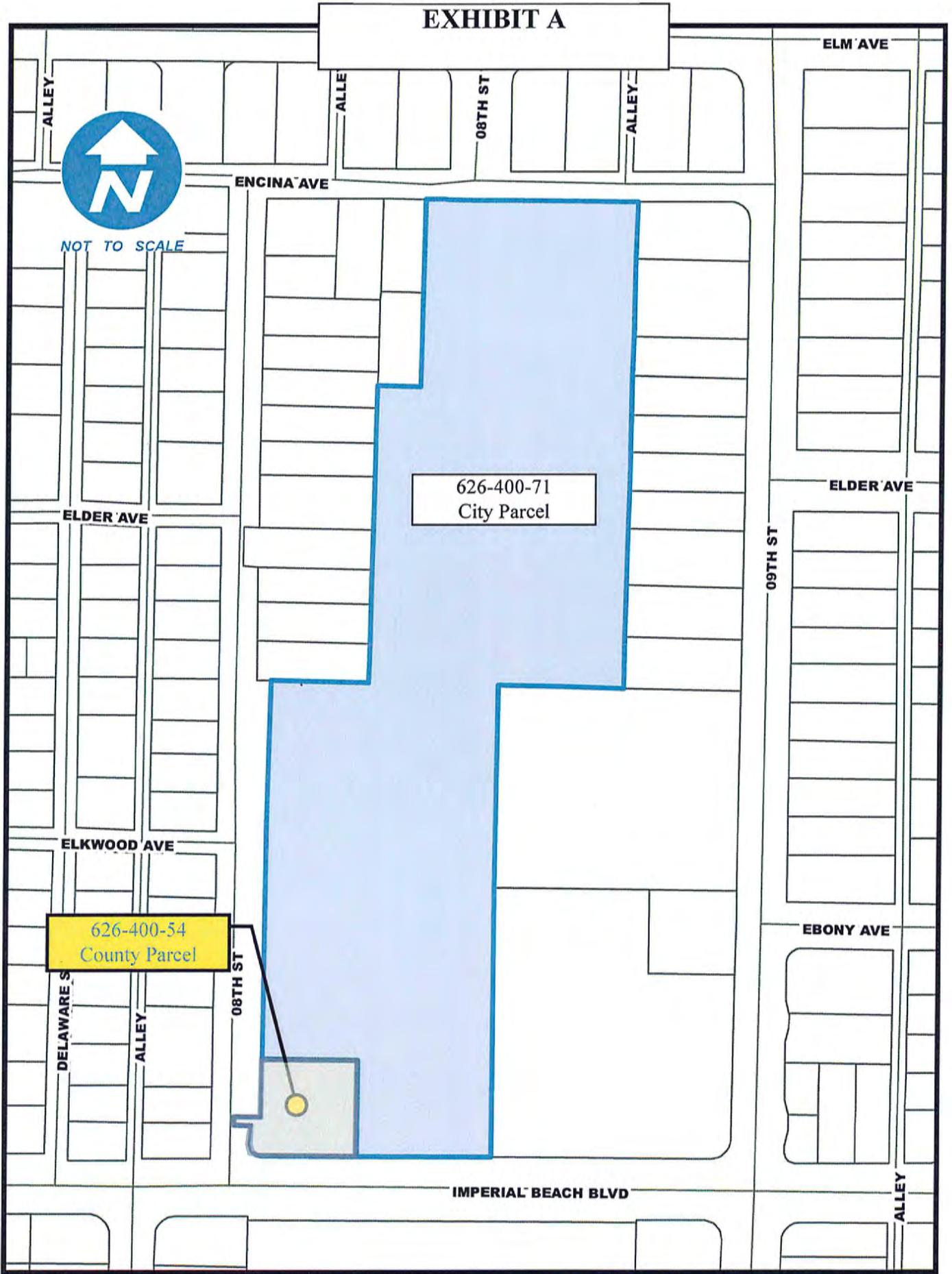
Exhibits

- A – Parcel Map
- B – City Transfer Parcel
- C – Library Project Site Plan
- D – Grant Deed for City Parcel Transfer
- E – Memorandum of Understanding
- F – Right of Entry Permit
- G – Road Easement Deed for City’s Right of Way

EXHIBIT A



NOT TO SCALE



626-400-71
City Parcel

626-400-54
County Parcel

ALLEY

ALLEY

08TH ST

ALLEY

ELM AVE

ENCINA AVE

ELDER AVE

ELDER AVE

ELKWOOD AVE

09TH ST

DELAWARE S

ALLEY

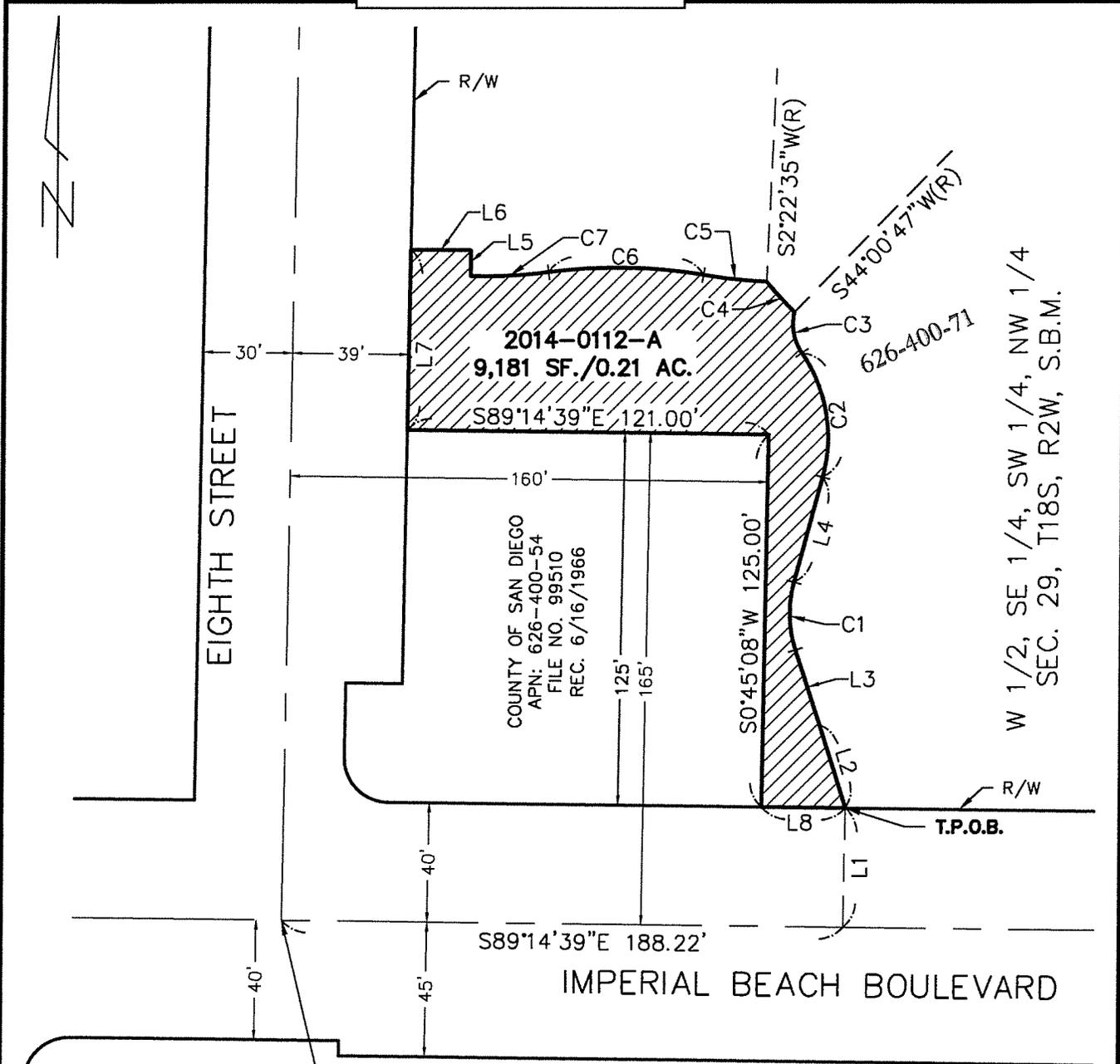
08TH ST

EBONY AVE

IMPERIAL BEACH BLVD

ALLEY

EXHIBIT "B"



W 1/2, SE 1/4, SW 1/4, NW 1/4
SEC. 29, T18S, R2W, S.B.M.

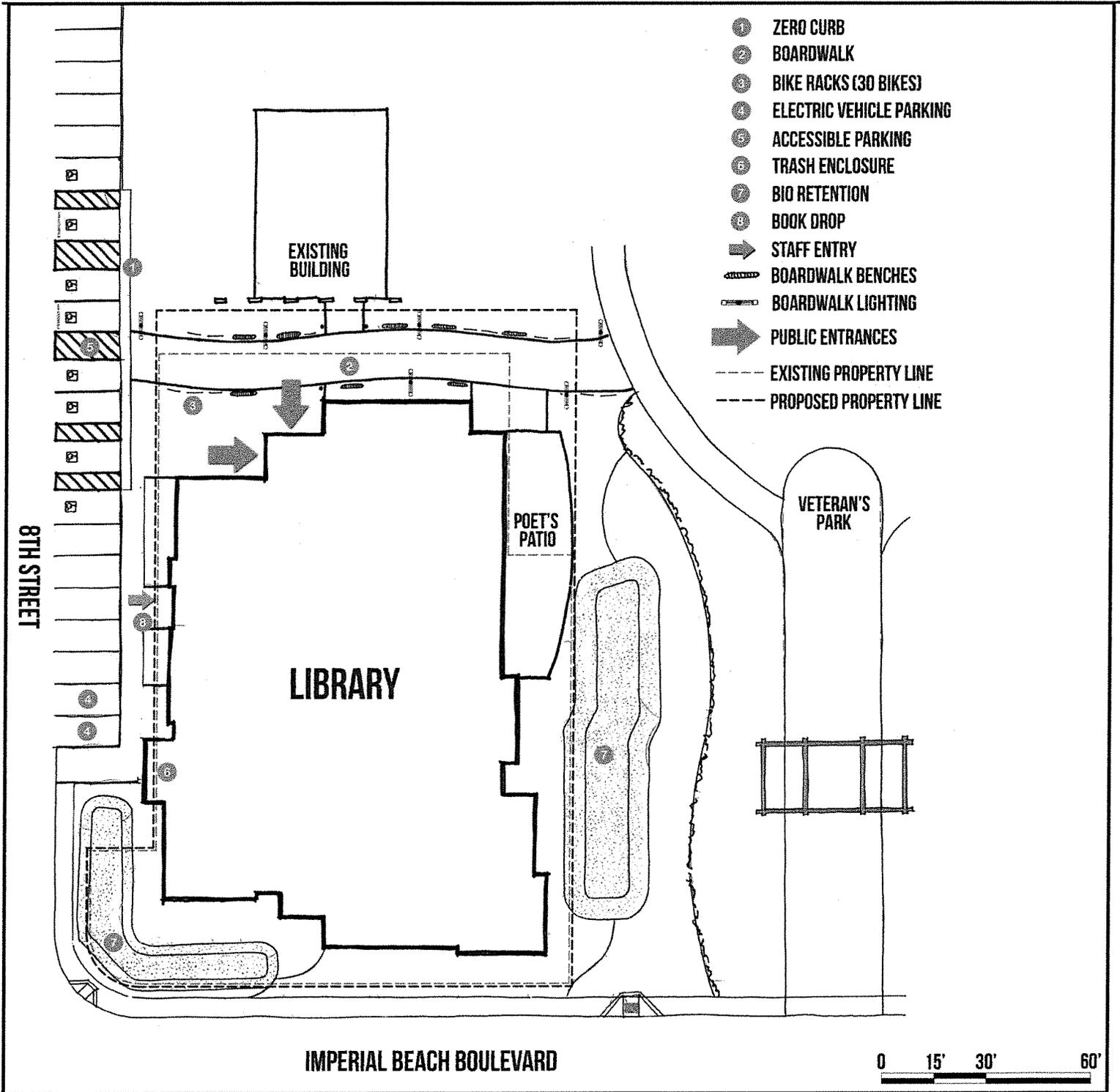
P.O.C.
SOUTHWEST CORNER W 1/2, SE 1/4, SW 1/4,
NW 1/4, SECTION 29, T18S, R2W, S.B.M.



ERIC R. LAZOVICH DATE

DEPARTMENT OF GENERAL SERVICES REAL ESTATE SERVICES COUNTY OF SAN DIEGO	APPROVED BY: _____	DATE: 03/01/2016	SHEET No. 1 OF 2
	DRAWN BY: E. LAZOVICH	SCALE: 1" = 50'	PARCEL No. 2014-0112-A
IMPERIAL BEACH LIBRARY EXPANSION			

Exhibit C



RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

EXHIBIT "D"

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

NO TRANSFER TAX DUE
Assessor's Parcel
No.: 626-400-71 (por.)

Project: IB Library Expansion
Parcel No.: 2014-0112-A
Fund: LIB

CITY OF IMPERIAL BEACH, a California Municipal Corporation,

for a valuable consideration, the receipt of which is hereby acknowledged, does hereby **GRANT** to the **COUNTY OF SAN DIEGO**, a political subdivision of the State of California all that real property in the County of San Diego, State of California described as follows:

PARCEL NO. 2014-0112-A

(03-01-2016)

(ERL:PET:erl)

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, BEING ALSO THE CENTERLINE INTERSECTION OF IMPERIAL BEACH BOULEVARD (FORMERLY KNOWN AS CORONADO AVE.) AND EIGHTH STREET ALL AS SHOWN ON RECORD OF SURVEY MAP NO. 3620 FILED THE 16th DAY OF MAY, 1955, IN THE OFFICE OF THE RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID IMPERIAL BEACH BOULEVARD SOUTH 89°14'39" EAST, 188.22 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 00°45'21" EAST, 40.00 FEET TO THE NORTHERLY SIDELINE OF IMPERIAL BEACH BOULEVARD (40 FOOT HALF WIDTH, NORTH HALF) AS GRANTED TO THE CITY OF IMPERIAL BEACH PER QUITCLAIM DEED RECORDED JANUARY 12, 1966 AT FILE/PAGE NO. 6356, OF OFFICIAL RECORDS OF SAID COUNTY AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHERLY SIDELINE NORTH 17°36'39" WEST 29.45 FEET;

THENCE NORTH 18°08'02" WEST 26.50 FEET TO THE BEGINNING OF A TANGENT 40.00 RADIUS CURVE CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°05'33", A DISTANCE 23.10 FEET;
 THENCE NORTH 14°57'31" EAST 36.39 FEET TO THE BEGINNING OF A TANGENT 50.00 FOOT RADIUS CURVE CONCAVE WESTERLY;
 THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°49'26", A DISTANCE OF 43.48 FEET TO THE BEGINNING OF A TANGENT 17.00 FOOT RADIUS REVERSE CURVE CONCAVE EASTERLY;
 THENCE NORTHERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 48°15'01", A DISTANCE OF 14.32 FEET TO THE BEGINNING OF A NON-TANGENT 125.50 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH 44°00'47" WEST;
 THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°21'50", A DISTANCE OF 13.94 FEET TO THE BEGINNING OF A NON-TANGENT 168.50 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL TO WHICH BEARS SOUTH 02°22'35" WEST;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°15'27", A DISTANCE OF 21.34 FEET TO THE BEGINNING OF A TANGENT 174.50 FOOT RADIUS REVERSE CURVE CONCAVE SOUTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°07'02", A DISTANCE OF 52.13 FEET TO THE BEGINNING OF A TANGENT 155.50 FOOT RADIUS REVERSE CURVE CONCAVE NORTHERLY;
 THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°34'53", A DISTANCE OF 26.00 FEET;
 THENCE NON-TANGENT TO SAID CURVE NORTH 00°00'05" EAST 8.52 FEET;
 THENCE NORTH 89°14'52" WEST 19.96 FEET TO THE EASTERLY SIDELINE OF SAID EIGHTH STREET (39.00 FOOT HALF WIDTH, EAST HALF) AS GRANTED TO THE CITY OF IMPERIAL BEACH PER QUITCLAIM DEED RECORDED DECEMBER 24, 1965 AT FILE/PAGE NO. 231909, OF OFFICIAL RECORDS OF SAID COUNTY;
 THENCE ALONG SAID EASTERLY SIDELINE SOUTH 00°45'08" WEST 60.36 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND GRANTED TO THE COUNTY OF SAN DIEGO AS DESCRIBED IN A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A GRANT DEED RECORDED JUNE 16, 1966 AS FILE NO. 99510 IN SAID COUNTY RECORDER'S OFFICE (COUNTY LAND);
 THENCE LEAVING SAID EASTERLY SIDELINE, ALONG SAID NORTHERLY LINE SOUTH 89°14'39" EAST 121.00 FEET TO THE NORTHEASTERLY CORNER THEREOF;
 THENCE ALONG THE EASTERLY LINE OF SAID COUNTY LAND SOUTH 00°45'08" WEST 125.00 FEET TO THE NORTHERLY SIDELINE OF SAID IMPERIAL BEACH BOULEVARD;
 THENCE ALONG SAID NORTHERLY SIDELINE SOUTH 89°14'39" EAST 28.22 FEET TO THE **TRUE POINT OF BEGINNING.**

CONSISTING OF 9,181 SQUARE FEET OR 0.21 ACRES, MORE OR LESS.

ERIC R. LAZOVICH, L.S. 8976 _____ DATE



TOGETHER WITH all tenements, hereditaments, water and other rights, easements and appurtenances thereunto belonging or appertaining, and all of Grantor's right, title and interest, if any, in and to any alleys, streets, ways, strips or gores or railroad rights-of-way abutting, adjoining or appurtenant to said land and in any means of ingress or egress appurtenant thereto.

Dated this _____ day _____, 20_____.

GRANTOR
THE CITY OF IMPERIAL BEACH,
A California Municipal Corporation

ATTEST:

By: _____

By: _____

APPROVED AS TO FORM:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____ }
COUNTY OF _____ } SS

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

FOR NOTARY STAMP OR SEAL

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name (typed or printed), Notary Public in and for said County and State

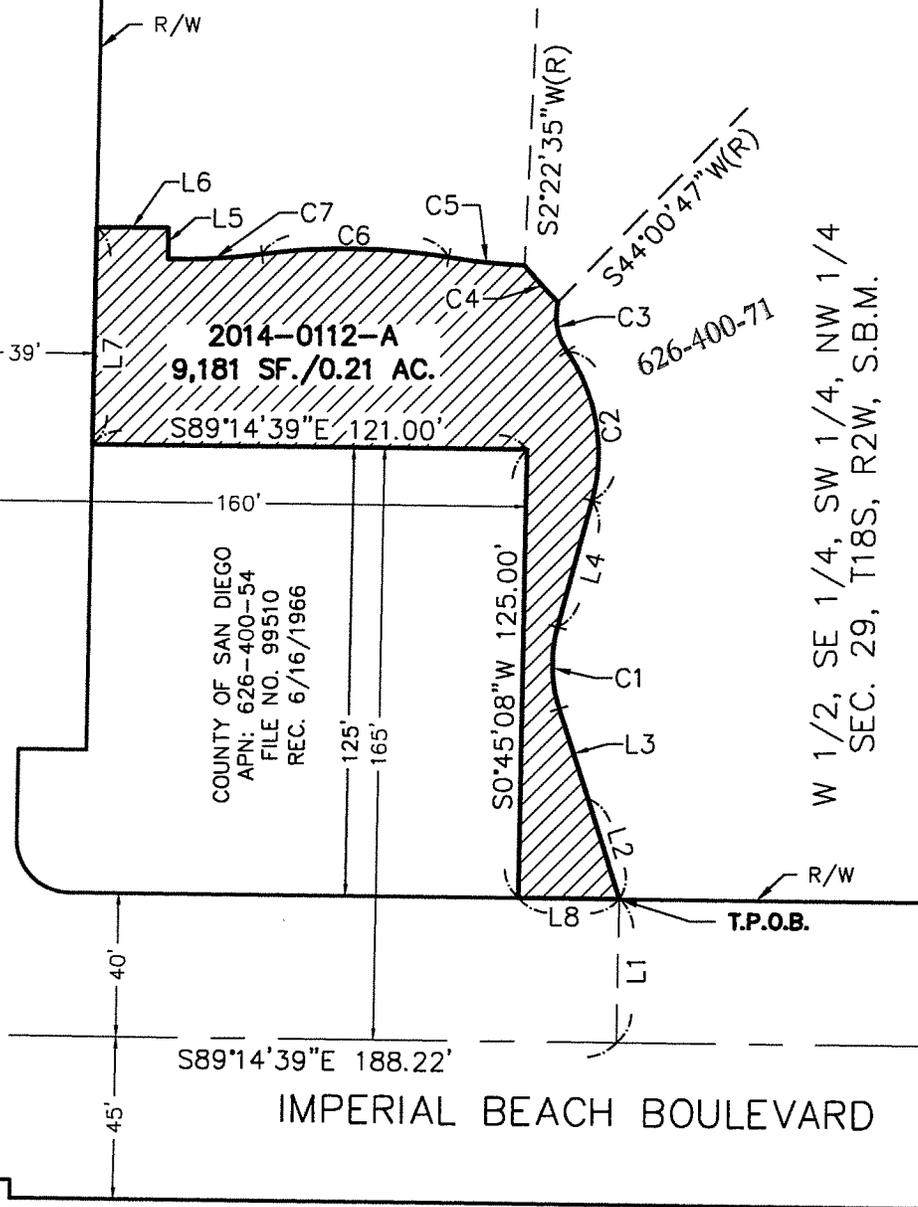
This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **County of San Diego**, a political subdivision, is hereby accepted on behalf of the Board of Supervisors of said County of San Diego pursuant to authority conferred by Resolution No. 12-159 of said Board adopted on **October 10, 2012 (08)** and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

ADAM S. WEINBERG, CCIM
Chief, Real Estate Services Division
Department of General Services



EIGHTH STREET



2014-0112-A
9,181 SF./0.21 AC.

COUNTY OF SAN DIEGO
APN: 626-400-54
FILE NO. 99510
REC. 6/16/1966

W 1/2, SE 1/4, SW 1/4, NW 1/4
SEC. 29, T18S, R2W, S.B.M.

T.P.O.B.

IMPERIAL BEACH BOULEVARD



P.O.C.
SOUTHWEST CORNER W 1/2, SE 1/4, SW 1/4,
NW 1/4, SECTION 29, T18S, R2W, S.B.M.

ERIC R. LAZOVICH DATE

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES
COUNTY OF SAN DIEGO

APPROVED BY: _____
DRAWN BY: E. LAZOVICH

DATE: 03/01/2016
SCALE: 1" = 50'

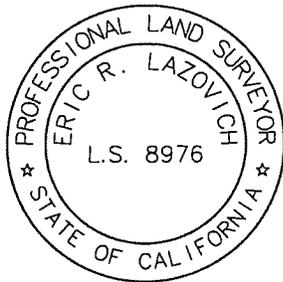
SHEET No.
1 OF 2
PARCEL No.

IMPERIAL BEACH LIBRARY EXPANSION

2014-0112-A

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°45'21"E	40.00'
L2	N17°36'39"W	29.45'
L3	N18°08'02"W	26.50'
L4	N14°57'31"E	36.39'
L5	N00°00'05"E	8.52'
L6	N89°14'52"W	19.96'
L7	S00°45'08"W	60.36'
L8	S89°14'39"E	28.22'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	40.00'	33°05'33"	23.10'
C2	50.00'	49°49'26"	43.48'
C3	17.00'	48°15'01"	14.32'
C4	125.50'	6°21'50"	13.94'
C5	168.50'	7°15'27"	21.34'
C6	174.50'	17°07'02"	52.13'
C7	155.50'	9°34'53"	26.00'



ERIC R. LAZOVICH _____ DATE _____

DEPARTMENT OF GENERAL SERVICES REAL ESTATE SERVICES COUNTY OF SAN DIEGO	APPROVED BY: _____	DATE: 03/01/2016	SHEET No. 2 OF 2
	DRAWN BY: E. LAZOVICH	SCALE: 1" = 50'	PARCEL No.

IMPERIAL BEACH LIBRARY EXPANSION	2014-0112-A
----------------------------------	-------------

"EXHIBIT E"

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF IMPERIAL BEACH AND THE COUNTY OF SAN DIEGO
REGARDING USE OF THE COMMUNITY ROOM IN THE NEW IMPERIAL BEACH
COUNTY LIBRARY**

This memorandum of understanding ("MOU") is entered into on _____, 201__, by and between the City of Imperial Beach, a municipal corporation organized pursuant to the laws of the State of California ("City") and the County of San Diego, a political subdivision of the State of California ("County") (collectively, "Parties").

Recitals:

This MOU is made for the purposes of and with respect to the following facts, which each party agrees and acknowledges are true and correct:

- a. County is the owner of Assessor's Parcel Number 626-400-54 ("County Parcel") in the City of Imperial Beach, which is the site of an existing County library.
- b. City is the owner of Assessor's Parcel Number 626-400-71, located adjacent to the County Parcel, which is the site of a Veterans Park, a Senior Center and the former Marina Vista community room ("City Parcel"). The County and City Parcels are shown in Exhibit A, attached hereto.
- c. City and County desire to expand the County Parcel by conveying a portion of the City Parcel to the County to enable the County to incorporate a new community room as part of a proposed project to construct a new Library on the County Parcel. A site plan showing the portion of the City Parcel to be conveyed from the City to the County is attached hereto as Exhibit B.
- d. County desires to: (1) construct a new, approximately 14,000-square-foot library ("Library"); (2) construct a new community room to replace the former Marina Vista Community Room as part of the Library (see Exhibit C) on the expanded County Parcel ("Facility"); and (3) add parking spaces within the existing 8th Street right of way. The "Project" means the construction of the Library, Community Room, and the addition of the parking spaces within the existing 8th Street right of way.
- e. COUNTY and CITY are mutually interested in and concerned with providing adequate facilities and services for community meetings and recreation at the Library; and
- f. CITY Resolution No. 2015-7595 included a condition for the COUNTY and CITY to enter into an agreement for the use and operation of the Facility; and
- g. In order to provide recreational, senior programs, and community gathering places for the community, cooperation between the COUNTY, CITY, and community user groups governing the use of the Facility is desired.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY agree as follows:

1. USE OF FACILITY

- A. COUNTY shall own and control the use, scheduling, operation and maintenance (including both major and minor maintenance) of the Facility, subject to the terms and conditions included in this MOU.
- B. COUNTY, and CITY, (collectively, "Primary Users") shall have priority for use of the Facility according Section 2 of this MOU.
- C. CITY use of the Facility for CITY business CITY-sponsored senior-citizen-exercise programs, and CITY-approved community-related events (collectively, "CITY Use") pursuant to Section 2(B) below shall be at no cost to the CITY.
- D. COUNTY and CITY shall each be solely responsible for providing personnel, supervisory staff, and equipment necessary or required for conducting their respective use and activities in the Facility.

2. FACILITY USE SCHEDULES

Priority for reservations for use of the Facility is as follows:

- (A) By COUNTY:
Unless the Facility is reserved by CITY according to Section (2)(B), or in accordance with COUNTY-issued license agreements, the COUNTY shall have unrestricted use of the Facility.
- (B) By CITY:
 - 1. Senior-Citizen Exercise Programs. The CITY shall have access to half of the Facility, to continue coordinating the three existing CITY-sponsored senior-citizen-exercise programs. The existing programs, which CITY may change provided any replacement programs are exercise programs serving senior citizens, are currently as follows:
 - a. Stretch and Flex: Monday, Wednesday, and Friday 8:30 a.m. to 9:30 a.m.
 - b. Tai Chi: Tuesday and Thursday 8:30 a.m. to 9:15 a.m.
 - c. Yoga: Friday 11:00 a.m. to 12:15 p.m.

If a special County Library or County-sponsored community event needs to be scheduled by COUNTY during one of these reserved times, CITY will accommodate the COUNTY's request to relocate the conflicting exercise program to a different venue for the day of the event. COUNTY will provide at least one week's notice for such occasions.

2. City-approved community-related events. CITY shall have access to the Facility and storage room shown in Exhibit C for the benefit of City-approved community-related events that benefit the Imperial Beach community, including the Imperial Beach Woman's Club. Access granted under this Section 2(B)(2) shall only be scheduled between to 11:00 a.m.

to 3:00 p.m. on every second Tuesday of each month, and from 8:30 a.m. to 3:30 p.m. two Saturdays per year upon advanced notice provided the Facility is available. Access to the storage room shall not be limited to the days and times shown above.

3. CITY Emergency Use. CITY may reserve the Facility upon 24-hour notice to COUNTY in case of emergencies. Emergencies include urgent CITY council meetings that cannot be accommodated in the council chamber for any reason and CITY council or staff meetings necessitated by natural disasters, acts of terrorism, or any other events the Parties consider urgent public-safety issues.

4. CITY Non-Emergency Use. CITY may reserve the Facility in compliance with County policies, if unreserved upon 24-hour notice to COUNTY for meetings, events, trainings, and similar uses. Notwithstanding anything to the contrary contained herein, CITY may not reserve the use of the Facility if it has been reserved according to Section (2)(C) prior to City's notice to COUNTY. At CITY's request, COUNTY agrees to revise this "Non-Emergency Use" reservation process and delineate additional specific days/times for CITY use of the FACILITY if CITY's request to use the Facility pursuant to this "Non-Emergency Use" process is rejected more than two times in a year. County and City agree to meet once a year to review any operational-use issues.

(C) Others:

Subject to prior reservations of the Facility by CITY all other community groups or persons that may apply to reserve the Facility on the terms and conditions found in the COUNTY's Community Room Application (shown in Exhibit D) or in accordance with other applicable County policies.

3. MAINTENANCE AND JANITORIAL SERVICES OF FACILITY AND EQUIPMENT

- A. CITY shall clean up and remove all litter at the Facility after the CITY Use.
- B. Repair, replacement and maintenance of any equipment shall be the sole responsibility of the party owning that equipment.
- C. CITY agrees to assume full liability for any losses or damages to any portion of the Facility or contents belonging to COUNTY beyond reasonable wear, which may occur during City Use and agrees to pay the cost of such losses or damages immediately upon notification.
- D. COUNTY agrees to assume full liability for any losses or damages to contents belonging to CITY beyond reasonable wear, which may occur during COUNTY use and agrees to pay the cost of such losses or damages immediately upon notification.

4. FUTURE FACILITY DEVELOPMENT AND IMPROVEMENTS

COUNTY shall maintain Facility as a meeting/community room and shall not reduce the size of the Facility without written consent of CITY.

5. EMPLOYMENT RELATIONSHIPS AND OBLIGATIONS

For purposes of this MOU, all persons employed in the performance of services and functions for the CITY shall be deemed CITY employees and no CITY employee shall be considered as an employee of COUNTY.

For purposes of this MOU, all persons employed in the performance of services and functions for the COUNTY shall be deemed COUNTY employees and no COUNTY employee shall be considered as an employee of CITY.

6. INDEMNITY AND HOLD HARMLESS

A. Claim Arising From Sole Acts or Omissions of County. COUNTY hereby agrees to defend and indemnify CITY, its elected officials, officers, agents and employees (hereinafter collectively referred to in this Section as "CITY"), from any claim, action or proceeding against CITY, arising solely out of the acts or omissions of COUNTY in the performance of this MOU. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this MOU. CITY shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

B. Claim Arising From Sole Acts or Omissions of CITY. CITY hereby agrees to defend and indemnify the COUNTY, its elected officials, officers, agents and employees (hereinafter collectively referred to in this Section as "COUNTY"), from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of CITY or CITY-sponsored groups in the performance of this MOU. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this MOU. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

C. Claims Arising From Concurrent Acts or Omissions. COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY or CITY. In such cases, COUNTY and CITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

D. Joint Defense. Notwithstanding paragraph 3 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY.

E. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and CITY may

seek reimbursement and/or reallocation of defense costs, settlement payments, judgements and awards, consistent with such comparative fault.

7. **INSURANCE.**

Within 10 working days of the inception of the MOU, CITY shall submit to County certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that the CITY has obtained for the period of the MOU, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring CITY against liability for bodily injury, personal injury or property damage arising out of or in connection with the CITY's performance of work or service under this MOU of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.

Certificates of insurance provided by CITY must evidence that coverage shall not be cancelled, except with written notice to the County.

If the CITY maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CITY. As a requirement of this MOU, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

The County of San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require CITY to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. CITY shall permit County to inspect any required insurance policy, including endorsements required by these specifications.

CITY may fulfill some or all of the insurance requirements contained in this MOU under a plan of self-insurance. CITY shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, CITY's (i) net worth, and (ii) reserves for payment of the claims of liability against CITY are sufficient to adequately compensate for the lack of other insurance coverage required by the MOU. CITY's utilization of self-insurance shall not in any way limit liabilities assumed by CITY under the MOU.

8. TERM

This MOU shall become effective commencing on the date this document is fully executed by both Parties. This MOU is not a lease, does not create or convey an easement and does not convey any interest or estate in real property to MOU.

9. AMENDMENT

The provisions of this MOU may be amended or modified only by mutual consent and written agreement of the Parties.

10. DISPUTE RESOLUTION

If a dispute arises out of, or relates to this MOU, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the Parties agree to first endeavor to settle the dispute in an amicable manner prior to initiating any legal action.

11. COMPLIANCE WITH REGULATIONS

The Parties agree to comply with all federal, state and local laws, and all applicable regulations and policies for the use of the Facility covered by this MOU. The Parties' policies for any particular event shall be posted in a conspicuous place.

12. SEVERABILITY

If any part of this MOU is determined to be unenforceable or void, in whole or in part, such unenforceable or void provisions or parts thereof shall be deemed severable from the remaining provisions and shall in no way affect the validity of the remainder of this MOU.

13. NON-ASSIGNMENT

Neither Party shall transfer or assign this MOU, or any part or any interest therein, unless the Parties have first entered a written agreement approving the transfer or assignment.

14. NOTICE

Except for priorities for reservations for use described in Section 2, notices required or to be given under this MOU, shall be deemed effective upon personal delivery or upon delivery by first class U.S. mail addressed to the following:

CITY:
City Manager
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

COUNTY:
Director, Department of General Services
5560 Overland Avenue, Suite 410
San Diego, CA 92123

15. **GOVERNING LAW AND VENUE**

This MOU shall be construed in accordance with and governed by the laws of the State of California. This MOU shall be deemed made and entered into San Diego County, which shall also be deemed to be the sole proper venue for any action or proceeding to this MOU.

16. **INCONSISTENCIES AND AMBIGUITIES**

This MOU is to be deemed to have been prepared jointly by the Parties hereto with advice of counsel and, if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against any particular party as the drafter.

17. **INDEPENDENT CONTRACTOR**

This MOU by and between CITY and COUNTY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between CITY and COUNTY. COUNTY understands and agrees that all persons furnishing services for and on behalf of COUNTY pursuant to this MOU are, for purposes of liability, employees solely of COUNTY and not of CITY.

18. **AUTHORITY**

Each party and its respective agents executing this MOU warrants and represents that it has full power and authority to execute, deliver and perform the obligations under this MOU, and that each party's performance hereunder has been duly authorized by requisite actions on the part of that party.

19. **NAMING COUNTY BUILDINGS**

Board of Supervisors Policy F-46 provides that, unless authorized pursuant to Board Policy F-52, the Board of Supervisors by resolution and majority vote has the exclusive authority to name County buildings and structures. City agrees that in the event it desires to name all or any portion of the library facility that is the subject of this MOU, or the grounds upon which the library is located, it shall first seek and receive the approval of the Board of Supervisors pursuant to Board Policy F-46. In the event the City fails to request the approval of the Board of Supervisors or if the Board of Supervisors fails to adopt a resolution approving the request by the City, and the City thereafter renames all or any portion of the library or the grounds upon which the library is located, the County may, at its sole option, terminate this MOU upon 60 days written notice to the City.

20. BENEFIT OF THE PARITES

This MOU is made for the benefit of (1) the parties to this agreement and (2) with respect to Section 2(B)(2) for the Woman's Club of Imperial Beach, and no other person or entity may have or acquire any right by virtue of this MOU.

IN WITNESS WHEREOF, the CITY and COUNTY have signed this MOU in the County of San Diego, California.

City of Imperial Beach

County of San Diego

City Manager

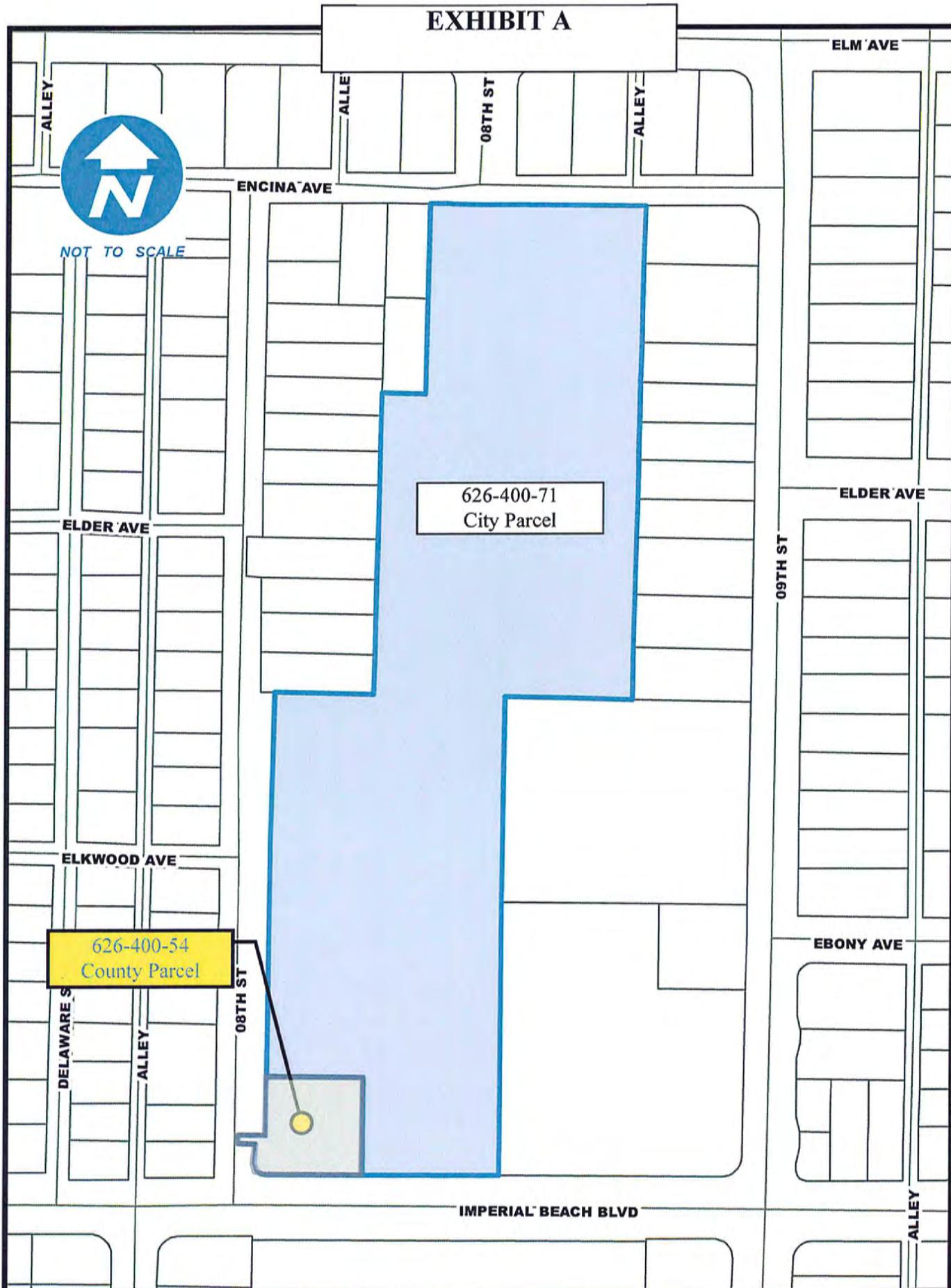
Marko Medved, P.E., CEM, Director
Department of General Services

Migell Acosta, Director
San Diego County Library

EXHIBIT A



NOT TO SCALE



626-400-71
City Parcel

626-400-54
County Parcel

ALLEY

ALLEY

08TH ST

ALLEY

ENCINA AVE

ELM AVE

ELDER AVE

ELDER AVE

ELKWOOD AVE

09TH ST

DELAWARE S

ALLEY

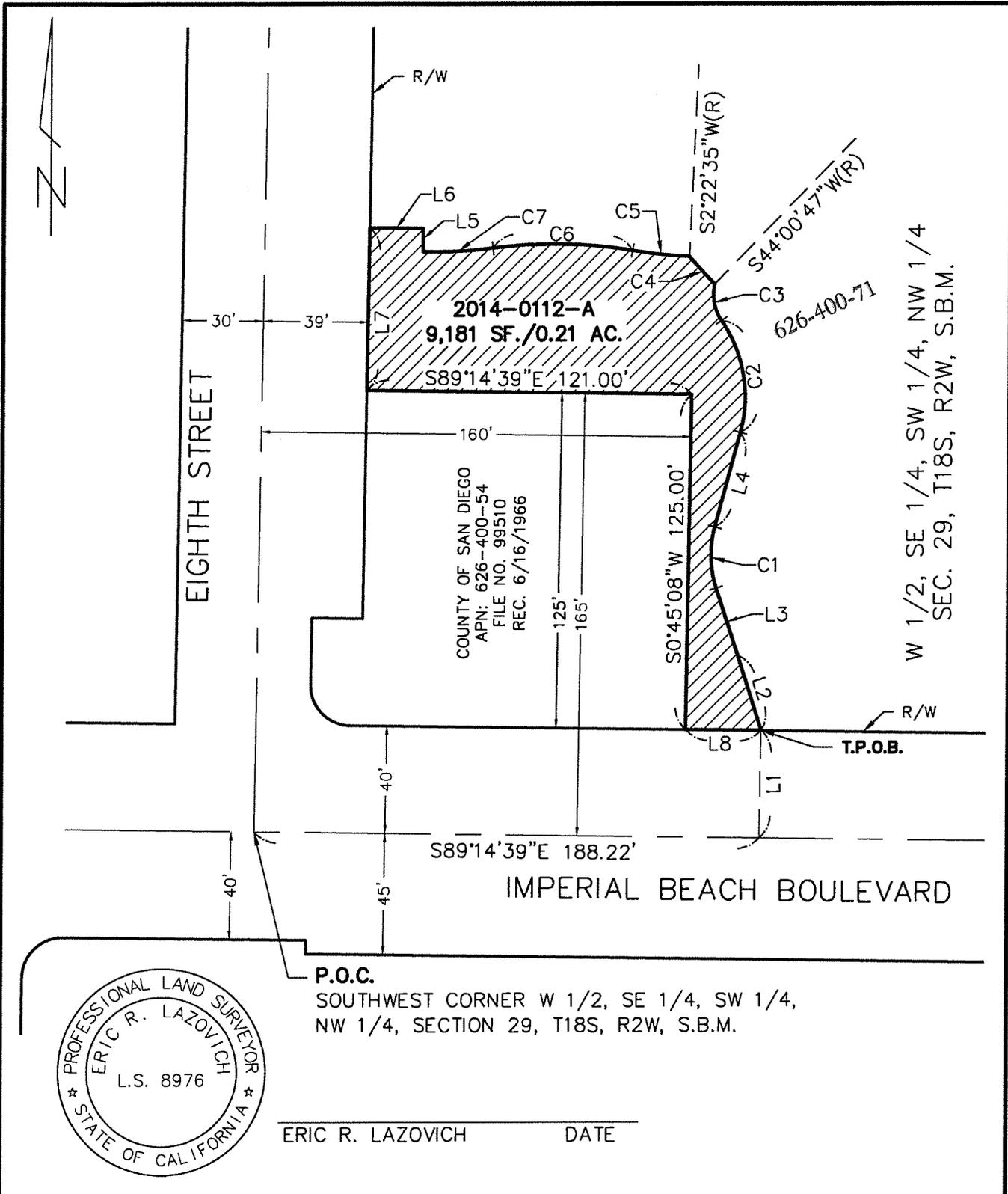
08TH ST

EBONY AVE

IMPERIAL BEACH BLVD

ALLEY

EXHIBIT "B"

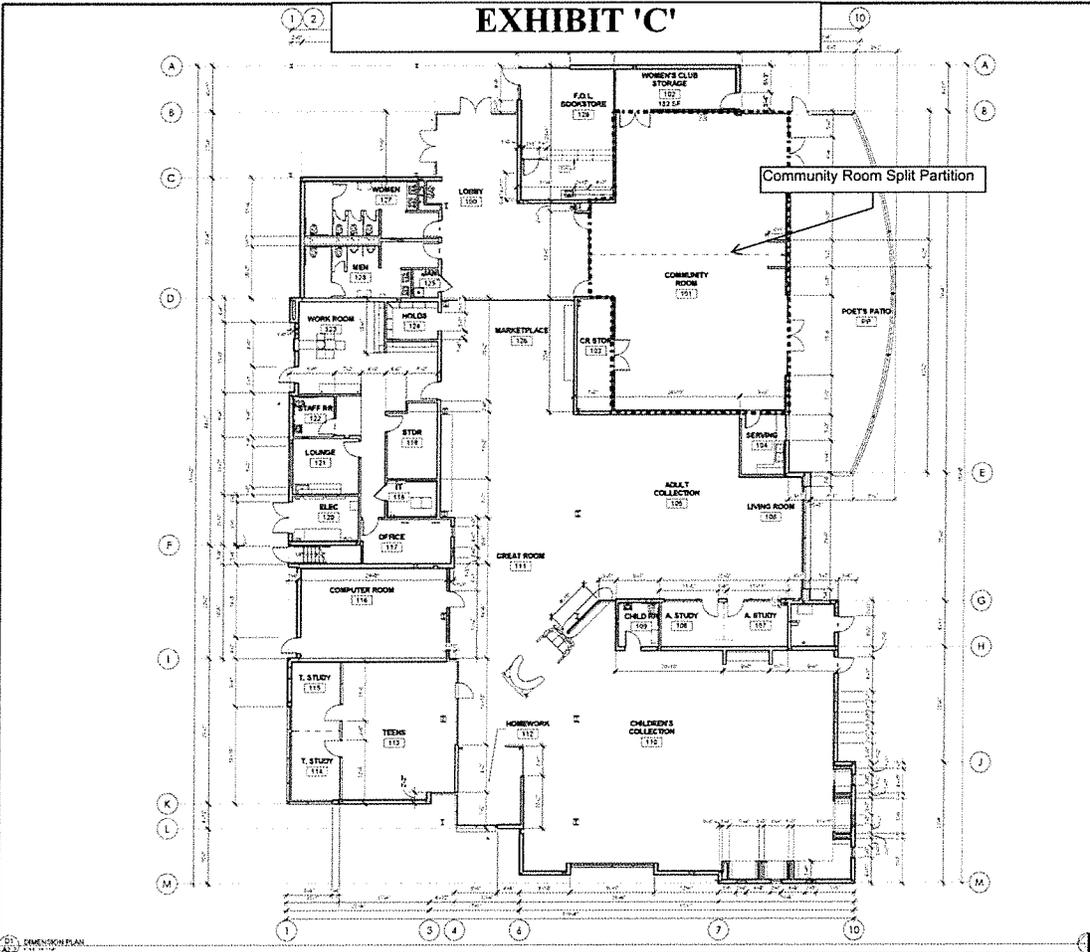


P.O.C.
 SOUTHWEST CORNER W 1/2, SE 1/4, SW 1/4,
 NW 1/4, SECTION 29, T18S, R2W, S.B.M.

ERIC R. LAZOVICH _____ DATE _____

DEPARTMENT OF GENERAL SERVICES REAL ESTATE SERVICES COUNTY OF SAN DIEGO	APPROVED BY: _____	DATE: 03/01/2016	SHEET No. 1 OF 2
	DRAWN BY: E. LAZOVICH	SCALE: 1" = 50'	PARCEL No. 2014-0112-A
IMPERIAL BEACH LIBRARY EXPANSION			

EXHIBIT 'C'



50' DIMENSION PLAN
A2.2

CONSTRUCTION NOTES

NOTE:
 1. VERIFY ALL ROUGH OPENING SIZES PRIOR TO FRAMING.
 2. SEE ENLARGED PLANS FOR ACCIDENTAL INFORMATION.



J.P.B. ENGINEERING
 12345 MAIN ST.
 SAN DIEGO, CA 92101
 (619) 555-1234

JKA
 JAMES K. ANDERSON
 ARCHITECT
 12345 MAIN ST.
 SAN DIEGO, CA 92101
 (619) 555-1234



County of San Diego
APRIL BEACH LIBRARY
 810 IMPERIAL BEACH BLVD
 IMPERIAL BEACH, CA 92242
 District: D04
 150% DESIGN DEVELOPMENT 05/04/15
 50% CONSTRUCTION DOCUMENTS 09/18/15
 10% CONSTRUCTION DOCUMENTS 10/14/15
 15% BUILDING DEPARTMENT SUBMITTAL 11/12/15
 FOR CONSTRUCTION 01/15/16

ISSUED FOR CONSTRUCTION
 Project Number: 150325
 Architect: JKA
 Designer: JKA
 User: JKA
 Date: 1/15/16

DIMENSION PLAN

Sheet Number: **A2.2**

Exhibit D



County of San Diego

COUNTY LIBRARY

5560 Overland Avenue, Suite 110, San Diego, California 92123

JOSÈ APONTE
LIBRARY DIRECTOR
(858) 694-2415
Fax: (858) 495-5658

COMMUNITY ROOM APPLICATION

ORGANIZATION NAME _____

REQUESTS PERMISSION TO USE THE _____ LIBRARY COMMUNITY ROOM

DATE(S) _____ TIME: FROM _____ TO _____

ANTICIPATED ATTENDANCE _____ PURPOSE/USE _____

RESERVED BY _____ ALTERNATE _____

ADDRESS _____ ADDRESS _____

PHONE (W) _____ (C) _____ (W) _____ (C) _____

EMAIL _____ EMAIL _____

CA Driver's License/Identification # _____

CA Driver's License/Identification # _____

I have read and understand the guidelines which govern the use of the San Diego County Library Community Room facilities, and I agree to abide by those Rules. I further agree to notify the library at least 24 hours in advance when cancelling reservations. Closed hours use only: A fee of \$25 will be charged for keys not returned within two branch working days. I understand tht the \$50.00 per session fee is non-refundable. The \$50 per session use fee or proof of non-profit status must accompany the application.

Applicant agrees to indemnify and save harmless the County Library and the County of San Diego, their officers, agents and employees from and against all loss or expense (including costs and attorney fees) by reason of liability imposed by law upon the County Library or the County of San Diego for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons on account of damages to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, providing such injury to persons or damage to property is due or claimed to be due to the negligence of the above named applicant, its officers, employees or agents. The person responsible and in charge of function must be physically present at all times during use of facilities. All members of the user group agree to abide by all conditions in this application at this time.

DATE

SIGNATURE

NOTE: Reservations are NOT CONFIRMED and fees are not collected until approved. If the Branch Manager is not available to approve, staff will photocopy, date and initial application for consideration. Requester will be notified within two branch working days.

LIBRARY USE ONLY

AUTHORIZING SIGNATURES:

Branch Manager Approved Denied Date

Date fee paid _____ Receipt # _____ Amount paid \$ _____

Reservation cancelled by: _____ Date _____ Staff _____

Date key picked up Date due Date returned Staff initials

'EXHIBIT F'
RIGHT OF ENTRY PERMIT

Assessor's Parcel
No.: 626-400-71
County Parcel No. 2014-0112-E & F

Project: Imperial Beach Library

City of Imperial Beach

The City of Imperial Beach ("City"), hereby grants to the County of San Diego, its contractors, employees and agents, (individually and collectively, "County"), an irrevocable right-of-entry permit ("Permit") to enter upon a portion of City's property described as Assessor Parcel Number 626-400-71 and a portion of the City's right of way on 8th Street located in Imperial Beach, California in the areas approximately delineated in Exhibit "A" as County Parcel Numbers (CPNs) 2014-0112-E and F ("Premises") attached hereto and by this reference made a part hereof for the purpose of the County's Imperial Beach Library construction project ("Project") as approved by City on June 17, 2015.

This Permit shall be irrevocable and in effect for 18 months ("Term") upon commencement of the Project (Commencement Date). In no case, shall the Permit exceed an 18-month period unless extended by written agreement of the parties.

All work shall be done in a good and workman-like manner and in accordance with current County design standards, as applicable.

Nothing in this Permit shall be construed as a grant to the County of an easement by implication, prescription, or any other operation of law. City represents and warrants that it is the owner of the Premises and has the authority to enter into this Permit.

CITY OF IMPERIAL BEACH:

COUNTY OF SAN DIEGO:

12-14-15

(Date)

12/16/15

(Date)

Signature on file

By:

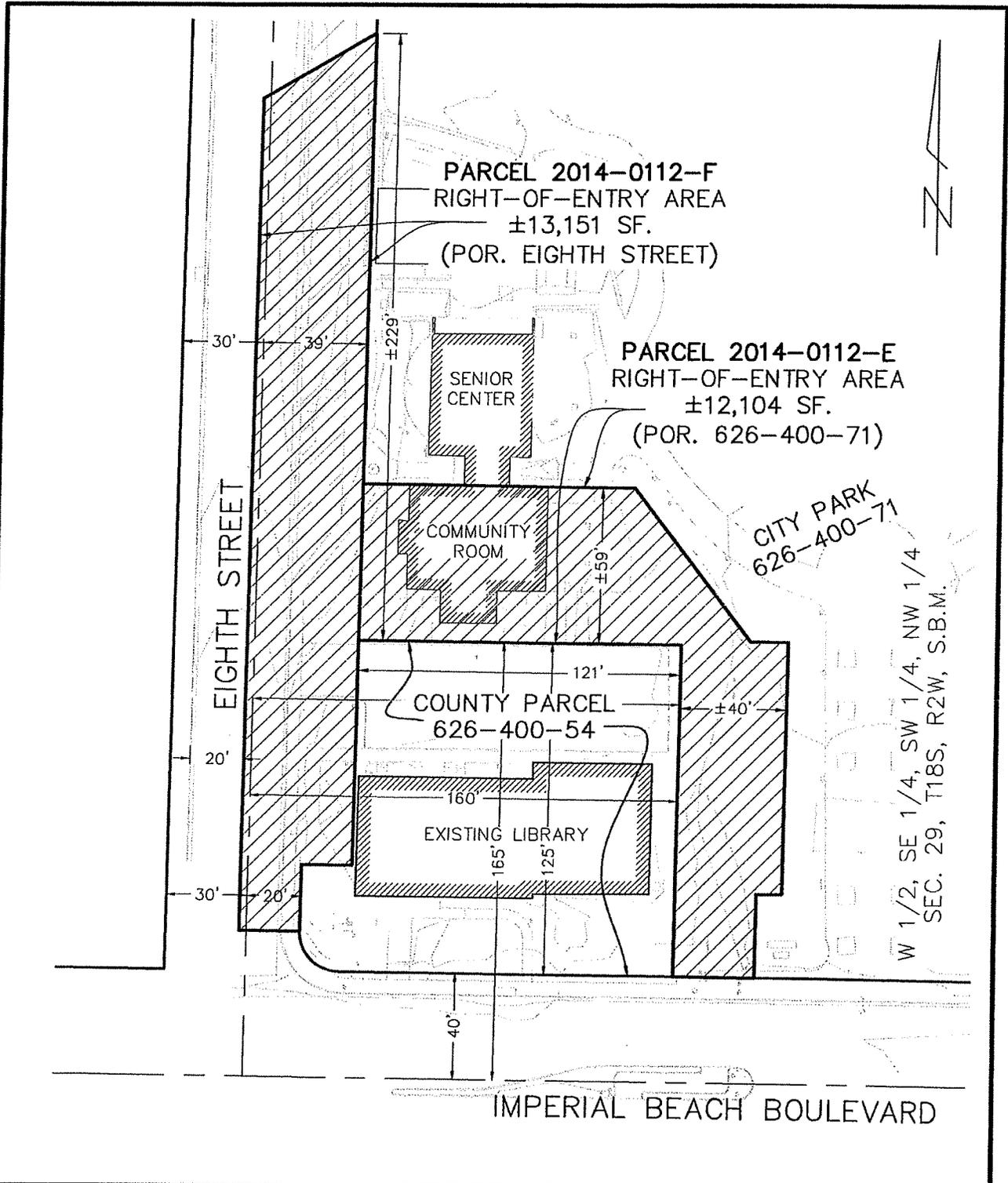
Signature on file

By:

Steve Dush
Title: Assistant City Manager

ADAM S. WEINBERG, CCIM
Chief, Real Estate Services Division

Exhibit A



DEPARTMENT OF GENERAL SERVICES REAL ESTATE SERVICES COUNTY OF SAN DIEGO	APPROVED BY: _____	DATE: 12/02/2015	SHEET No.
	DRAWN BY: E. LAZOVICH	SCALE: 1" = 50'	1 OF 1
RIGHT-OF-ENTRY IMPERIAL BEACH LIBRARY EXPANSION			PARCEL No. 2014-0112-E, F

RECORDING REQUESTED BY:
City of Imperial Beach, California

EXHIBIT 'G'

AFTER RECORDING MAIL TO:
City Clerk
CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, Ca 91932
Mail Tax Statements to: EXEMPT

AND A COPY TO:
Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT

NO TRANSFER TAX DUE
Assessor's Parcel
No.: 626-400-71

Project: IB Library Expansion
Parcel No.: 2014-0112-B
Fund: LIB

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
COUNTY OF SAN DIEGO, a political subdivision of the State of California,

Hereby GRANTS to **CITY OF IMPERIAL BEACH**, a Municipal Corporation

The following described real property in the City of Imperial Beach, County of San Diego, State of California:

An easement for PUBLIC ROAD PURPOSES over, under, upon and across said real property described as follows:

Parcel No. 2014-0112-B

(07-07-2014)

(ERL:TGH:erl)

THAT PORTION OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO RECORD OF SURVEY MAP NO. 3620 FILED THE 16th DAY OF MAY, 1955, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE SOUTHERLY LINE OF QUITCLAIM DEED TO THE CITY OF IMPERIAL BEACH RECORDED DECEMBER 24, 1965 AT FILE/PAGE NO. 231909, OFFICIAL RECORDS OF SAN DIEGO COUNTY, AND LYING NORTHERLY OF THE NORTHERLY LINE OF QUITCLAIM DEED TO THE CITY OF IMPERIAL BEACH RECORDED JANUARY 12, 1966 AT FILE/PAGE NO. 6356, OFFICIAL RECORDS OF SAN DIEGO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 20.00 FEET OF THE SOUTHERLY 80.00 FEET.

EXCEPTING THEREFROM THE SOUTHERLY 75.00 FEET.

Dated this _____ day of _____, 20__.

APRIL F. HEINZE, P.E., Director
Department of General Services

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } **SS**

On _____ before me, _____, Deputy County Clerk in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ERNEST J. DRONENBURG, JR.
County Assessor, Recorder, County Clerk

By: _____

_____ - Deputy
PRINT NAME

W 1/2, SE 1/4,
 SW 1/4, NW 1/4
 SEC. 29, T18S,
 R2W, S.B.M.



EIGHTH STREET

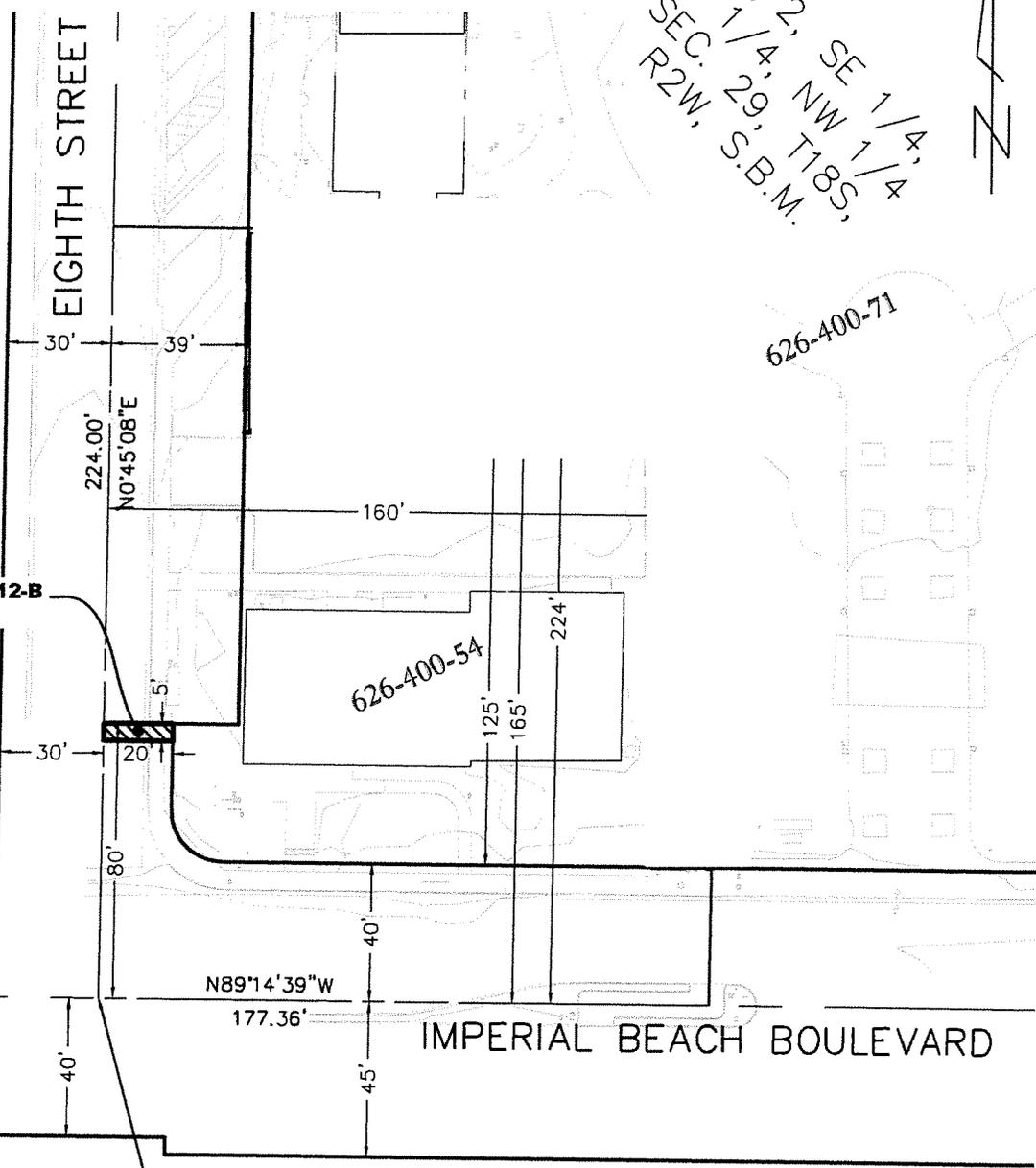
626-400-71

626-400-54

IMPERIAL BEACH BOULEVARD

2014-0112-B
 100 sf

SOUTHWEST CORNER W 1/2, SE 1/4, SW 1/4,
 NW 1/4, SECTION 29, T18S, R2W, S.B.M.



DEPARTMENT OF GENERAL SERVICES
 REAL ESTATE SERVICES
 COUNTY OF SAN DIEGO

APPROVED BY: T. HARRINGTON
 DRAWN BY: E. LAZOVICH

DATE: 7/7/2014
 SCALE: 1" = 50'

SHEET No.
 1 OF 1
 PARCEL No.

IMPERIAL BEACH LIBRARY EXPANSION

2014-0112-A,B



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: NOVEMBER 16, 2016

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT AND PUBLIC SAFETY DEPARTMENTS *SD*

SUBJECT: ORDINANCE NO. 2016-1157, PUBLIC HEARING, SECOND READING AND ADOPTION: ORDINANCE AMENDING SECTIONS OF CHAPTERS 15.02, 15.04, 15.06, 15.14, 15.16, 15.18, 15.20, 15.28, 15.32, AND 15.34, AND 15.38 OF THE IMPERIAL BEACH MUNICIPAL CODE, BY ADOPTING THE 2016 CALIFORNIA ADMINISTRATIVE CODE, RESIDENTIAL CODE, BUILDING CODE, HISTORIC BUILDING CODE, ELECTRIC CODE, EXISTING BUILDING CODE, FIRE CODE, MECHANICAL CODE, PLUMBING CODE, REFERENCED STANDARDS CODE, AND GREEN BUILDING CODE, RESPECTIVELY

EXECUTIVE SUMMARY:

Every three years the California State Building Standards Commission ("CSBSC") revises California Code of Regulations Title 24, the California Building Codes. All jurisdictions are required to adopt these codes and are given an opportunity to amend the code provisions as necessary to meet local conditions. Without taking action to revise the codes prior to their effective date on January 1, 2017, the City loses the opportunity to revise the regulations governing new construction. Also with the adoption of the new Building Codes, changes to the Municipal Code are included to reference the codes and make minor changes to Chapters 8 and 15 of the Municipal Code to coordinate code and zoning requirements. Staff recommends the adoption of these code amendments contained in Ordinance No. 2016-1157 with incorporation of language from the previously approved code adoption and other minor technical changes. City Council conducted the first reading and introduction of Ordinance No. 2016-1157 on October 19, 2016.

FISCAL ANALYSIS: There is no anticipated fiscal impact to the City, conforming existing development or currently permitted projects conforming to current code.

RECOMMENDATION:

That the City Council conducts the public hearing, waives further reading and adopts Ordinance No. 2016-1157.

OPTIONS:

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

BACKGROUND/ANALYSIS:

In 2013, the City Council adopted the current edition of California Code of Regulations Title 24 with local amendments by Ordinance Number 2013-1143 as part of the California State Building Standards Commission (“CSBSC”) code adoption cycle. On a triennial basis the CSBSC adopts the newly revised International Building and Fire Codes or “model codes” in an effort to remain compliant with advancements in recognized fire protection methods and building standards. Local municipalities are provided the opportunity to address the specific needs of their communities and make changes to the codes based upon topography, geography, climate, and energy management.

On July, 1 2016, the CSBSC published the 2016 edition of California Code of Regulations, Title 24, allowing the City of Imperial Beach this opportunity to amend new codes before becoming effective January 1, 2017.

California Code of Regulations, Title 24 is divided into 12 individual parts addressing the requirements of new building construction and the maintenance of existing properties. When city staff finds that code sections do not adequately meet the needs of our community, more restrictive regulations may be adopted but must meet state approval. Codes specifically addressing the administrative sections of Title 24 do not require state approval and may be locally amended to meet the needs of the city.

After careful review of the new codes, city staff has determined that only minor technical changes are needed at this time. Portions of the administrative section will receive minor revision to resolve language that conflicts within the existing Imperial Beach Municipal Code; additionally equivalent changes will occur within the Imperial Beach Municipal Code to further enhance the ability of city staff to maintain building safety standards and enhance rental property’s life safety elements. To complete the code adoption, previously approved changes included in the 2013 code adoption ordinance have been carried forward in this adoption as they continue to enhance the City’s ability to effectively maintain public safety and provide aid within our community.

Staff recommends adopting the 2016 California Code of Regulations, Title 24, including the appendix chapters with the amendments, revisions, and additions described in Exhibits A to K. These state codes may be adopted or amended by the City Council after a noticed public hearing which must occur after the first reading. Gov’t Code §§ 50022.3-50022.4.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Ordinance No. 2016-1157
2. Exhibits to Ordinance No. 2016-1157

ORDINANCE NO 2016-1157

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING SECTIONS OF CHAPTERS 15.02, 15.04, 15.06, 15.14, 15.16, 15.18, 15.20, 15.28, 15.32, 15.34, AND 15.38 OF THE IMPERIAL BEACH MUNICIPAL CODE, BY ADOPTING THE 2016 CALIFORNIA ADMINISTRATIVE CODE, RESIDENTIAL CODE, BUILDING CODE, HISTORIC BUILDING CODE, ELECTRIC CODE, EXISTING BUILDING CODE, FIRE CODE, MECHANICAL CODE, PLUMBING CODE, REFERENCED STANDARDS CODE, AND GREEN BUILDING CODE, RESPECTIVELY

WHEREAS, Health & Safety Code Section 17958 mandates that the City of Imperial Beach shall adopt ordinances or regulations imposing the same requirements as are contained in the regulations adopted by the State pursuant to Health & Safety Code Section 17922; and

WHEREAS, the State of California is mandated by Health & Safety Code Section 17922 to impose the same requirements as are contained in the 2016 California Building Standards Code, Title 24 of the California Code of Regulations; and

WHEREAS, the State of California is mandated by Health & Safety Code Section 17922 to impose the same requirements as are contained in the 2016 California Building Standards Code, together with the City of Imperial Beach amendments, which collectively shall be the City of Imperial Beach Building Code, for the purpose of prescribing regulations in the City of Imperial Beach; and

WHEREAS, local amendments adopted by the City of Imperial Beach shall take precedence over the 2016 California Building Standards Code; and

WHEREAS, Health & Safety Code Section 17958.5 permits the City of Imperial Beach to make such changes or modifications to the 2016 California Building Standards Code as are reasonably necessary because of local conditions; and

WHEREAS, Health & Safety Code Section 17958.7 requires that the City of Imperial Beach before making any changes or modifications to building standards pursuant to Section 17958.5 make express findings that such changes or modifications are needed due to climatic, geographic, or topographic conditions and files the same with the California Building Standards Commission; and

WHEREAS, the City Council of the City of Imperial Beach does herewith find that the City has certain climatic, geologic, and topographical features that can have a deleterious effect on the safety and fitness of property, buildings and structures; and

WHEREAS, Sections 50022.1 through 50022.10, inclusive, of the Government Code provide authority for the adoption by reference of codes, or portion of such codes; and

WHEREAS, if a city does not make changes then the California Building Standards Code becomes effective in such city 180 days after publication of the California Building Standards Code by the California Building Standards Commission; and

WHEREAS, amendments to provisions relating to civil, administrative, or criminal procedures and remedies available for enforcing violations do not require findings pursuant to Health & Safety Code Section 17958.7.

NOW THEREFORE, the City Council of the City of Imperial Beach does ordain as follows:

SECTION 1: The above recitals are true and correct and incorporated herein as though set forth in full.

SECTION 2: Code Adoption and Availability

That certain documents, one (1) copy of which is on file in the office of the Building Official of the City of Imperial Beach, being marked and designated as the 2016 California Building Standards Code, including Appendix Chapters, as published by the International Code Council, be and is hereby adopted as the Building and Fire Code of the City of Imperial Beach, in the State of California regulating and governing the conditions and maintenance of all property, facilities, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Building and Fire Code on file in the office of the City of Imperial Beach are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Exhibits A through K of this ordinance.

SECTION 3: Chapter 15.02 of the Imperial Beach Municipal Code, entitled Administrative Code, is amended to read as set forth in Exhibit A.

SECTION 4: Chapter 15.04 of the Imperial Beach Municipal Code, entitled Residential Code, is amended to read as set forth in Exhibit B.

SECTION 5: Chapter 15.06 of the Imperial Beach Municipal Code, entitled Building Code, is amended to read as set forth in Exhibit C.

SECTION 6: Chapter 15.14 of the Imperial Beach Municipal Code, entitled Historical Building Code, is amended to read as set forth in Exhibit D.

SECTION 7: Chapter 15.16 of the Imperial Beach Municipal Code, entitled Electrical Code, is amended to read as set forth in Exhibit E.

SECTION 8: Chapter 15.18 of the Imperial Beach Municipal Code, entitled Existing Building Code, is amended to read as set forth in Exhibit F.

SECTION 9: Chapter 15.20 of the Imperial Beach Municipal Code, entitled Fire Code, is amended to read as set forth in Exhibit G.

SECTION 10: Chapter 15.28 of the Imperial Beach Municipal Code, entitled Mechanical Code, is amended to read as set forth in Exhibit H.

SECTION 11: Chapter 15.32 of the Imperial Beach Municipal Code, entitled Plumbing Code, is amended to read as set forth in Exhibit I.

SECTION 12: Chapter 15.34 of the Imperial Beach Municipal Code, entitled Referenced Standards Code, is amended to read as set forth in Exhibit J.

SECTION 13: Chapter 15.38 of the Imperial Beach Municipal Code, entitled Green Building Code, is amended to read as set forth in Exhibit K.

SECTION 14: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 15: Nothing in this ordinance or in the Building Standards Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 16: The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast pursuant to the provisions of Government Code section 36933. Upon passage, the City Clerk shall transmit a copy of this Ordinance to the California Building Standards Commission pursuant to Health and Safety Code section 17958.7.

SECTION 17: This ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on January 1, 2017.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 19th day of October 2016; and **THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16th day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**JENNIFER M. LYON
CITY ATTORNEY**

EXHIBIT A to ORDINANCE NO. 2016-1157

Chapter 15.02. ADMINISTRATIVE CODE

15.02.010. Adoption.

The 2016 California Administrative Code (Part 1 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as a part of the Building and Fire Codes of the City of Imperial Beach.

EXHIBIT B to ORDINANCE NO. 2016-1157

Chapter 15.04. RESIDENTIAL CODE

15.04.010. Adoption.

Except as provided in Chapter 15.06.020, the 2013 California Residential Code (Part 2.5 of Title 24 or the California Code of Regulations) is adopted and incorporated by reference as the Residential Code of the City of Imperial Beach.

EXHIBIT C to ORDINANCE NO. 2016-1157

Chapter 15.06. BUILDING CODE

15.06.010. Adoption.

Except as provided in Chapter 15.02 and in this chapter, the 2016 California Building Code (Part 2 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as the Building Code of the City of Imperial Beach.

15.06.020. Amendments.

As provided in Chapter 15.02 and this chapter, amendments are adopted and incorporated as part of the Building Code and Residential Codes of the City of Imperial Beach.

- A. 2016 California Building Code Appendix I, Patio Covers, is adopted.
- B. 2016 California Residential Code Appendix H, Patio Covers, is adopted.
- C. 2016 California Residential Code Appendix V, Swimming Pool Safety Act is adopted.
- D. Chapter 1 Administration is adopted with the following specific code reference amendments:

Division II of Chapter 1 of Part 2 (2013 California Building Code) and Division II of Chapter 1 of Part 2.5 (2013 California Residential Code) specific sections are amended to read as follows:

SECTION 1.1

GENERAL

101.1 Title. These regulations shall be known as the City of Imperial Beach Administrative Regulations for Building, Fire, and Housing Codes including the 2016 California Building Code, 2016 California Residential Code, 2016 California Green Building Code, 2016 California Electrical Code, 2016 California Plumbing Code, and 2016 California Mechanical Code, 2016 California Energy Code, 2016 California Fire Code, 2016 California Historical Building Code, 2016 California Existing Building Code, 2016 Referenced Standards Code, and shall be cited as such and will be referred to hereinafter as “this code.”

101.2 Purpose. The purpose of this chapter is to provide for the administration and enforcement of the California Building Standard Code and other adopted codes of the City of Imperial Beach relating to building construction, property maintenance, housing standards, dangerous buildings, fire regulations and other codes as adopted by this jurisdiction within Title 15 of the Imperial Beach Municipal Code.

101.3 Scope. The provisions of this chapter shall serve as the administrative, organizational and enforcement rules and regulations for Title 15 of the Imperial Beach Municipal Code

and shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of every building, structure or facilities serving such structures or any appurtenances connected or attached to such building or structures. These provisions will apply to codes contained within section 101.1 of this code.

Exemption for Pending Applications. The provisions of this chapter shall not apply to any building or structure for which a completed application was accepted by the building division for a construction or demolition permit prior to January 1, 2014. Such buildings or structures shall be erected, constructed, enlarged, altered or repaired in accordance with the provisions in effect at the date of said application.

101.3.2 Intent. The purpose of this code is to establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation, disabled access and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.5 One copy of the California Building Standards Code and each code mentioned in section 101.1 of the Imperial Beach Municipal Code is on file in the Office of the City Building Official, City of Imperial Beach, for the use and examination of the public, and each and every provision, section, table, diagram, illustration, figure, phrase and paragraph thereof, including all appendices, thereto, except as expressly deleted, added to, excepted, modified or amended by this chapter.

SECTION 102

APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 When conflicting provisions or requirements occur between this code and chapters elsewhere in Title 8 and 15 of the Imperial Beach Municipal Code or other codes or laws, the most restrictive code shall govern.

102.1.2 When conflicts occur between specific provisions of this code and administrative provisions elsewhere in Title 8 and 15 of the Imperial Beach Municipal Code, which is applicable within this jurisdiction, the provisions of this chapter shall prevail.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.7.3 Existing Installations. Building service equipment lawfully in existence at the time of the adoption of Title 15 of the Imperial Beach Municipal Code may have such use, maintenance or repair continued if such use, maintenance or repair is in

accordance with the original design and a hazard to life, health or property has not been created by such building service equipment.

102.7.5 Maintenance. Building, structures, facilities and its building service equipment, existing and new, and parts thereof shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the Imperial Beach Municipal Code when installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and their building service equipment. To determine compliance with this section, the Building Official may cause a structure to be re-inspected.

102.7.6 Modifications to existing structures. When modifications or replaced elements of any structure such as windows, doors, roofing, mechanical or plumbing equipment they shall be installed to meet the requirements of this code.

102.7.7 Conversion to Rental Properties. When residential structures are intended to be a rental property the Fire Marshal shall inspect the residential unit to ensure all life safety measures meet the requirements of this code. Specifically emergency egress windows, smoke and carbon monoxide alarms, heating appliances, fire rated assemblies, and pool safety. A permit shall be required to repair or replace non-compliant elements.

105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory buildings to one- and two-family dwellings used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²) and a five (5') foot set back from property lines and 10 feet from other structures is maintained and no plumbing or electrical systems are installed. Structures smaller than 120 square feet must meet the setback to property lines as prescribed in the zoning regulations.
2. Fences not over 6 feet (1,829 mm) high. Masonry block fences not over 3 feet above grade. Corner lot fences are subject to review for height limitations.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A Liquids.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Concrete installations (flatwork) not abutting a Right of Way, or reducing landscaping and parking requirements set forth in Zoning Regulations, or more than thirty (30") inches (762 mm) above grade, and are not part of an accessible route.

6. Painting, papering, carpeting, cabinets, counter tops and similar finish work. Excluding tile shower enclosures.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment accessory to detached one and two family dwellings.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.
11. Residential decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and does not alter the exit door required by Section R311.4.
12. Roof repairs. Replacement, repair or overlay of less than 101 square feet of an existing roof within any twelve (12) month period.

105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. For applications for reconstruction, rehabilitation, addition or other improvement of existing buildings or structures located in an area prone to flooding as established by Table R301.2(1), the building official shall examine or cause to be examined the construction documents and shall prepare a finding with regard to the value of the proposed work. For buildings that have sustained damage of any origin, the value of the proposed work shall include the cost to repair the building or structure to its pre-damaged condition. If the building official finds that the value of proposed work equals or exceeds 50 percent of the market value of the building or structure before the damage has occurred or the improvement is started. Applications determined by the board of appeals to constitute substantial improvement or substantial damage shall require all existing portions of the entire building, or structure to meet the requirements of Section R322 and all requirements of Chapter 15.50 of Title 15 of the Imperial Beach Municipal Code.

105.5 Expired permits. Before work can be recommenced, a new permit shall be first obtained to do so, and a fee equal to the established hourly rate for City staff to complete all work shall be paid, provided no changes have been made or will be made in the original plans and specifications for such work. Permits shall not be extended more than once, except that, the Building Official may approve a maximum of one additional extension of 180 days when the applicant demonstrates that special unusual circumstances exist. All expired permits not acted on after receipt of 30 day notification from the building official will become a violation of this code if not acted upon during the 30 day period and will become subject to a code lien on the property to insure new property owners are advised of pending violations on the property.

105.8 Responsibility. It shall be the duty of every person who performs work for the installation or repair of building, structure, electrical, gas, mechanical or plumbing systems, for which this code is applicable, to comply with this code.

105.9 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structure, and sites for which an application has been filed.

107.2.5.1 Information for construction in flood hazard areas. For buildings and structures located in whole or in part in flood hazard areas as established by Table R301.2(1), construction documents shall show compliance with Chapter 15.50 of Title 15 of the Imperial Beach Municipal Code and include:

1. Delineation of flood hazard area, floodway boundaries and flood zones and the design flood elevation, as appropriate;
2. The elevation of the proposed lowest floor, including basement; in areas of shallow flooding (AO Zones), the height of the proposed lowest floor, including basement, above the highest adjacent grade;
3. The elevation of the bottom of the lowest horizontal structural member in coastal high hazard areas (V Zone); and
4. If the design flood elevations are not included on the community's Flood Insurance Rate Map (FIRM), the building official and the applicant shall obtain and reasonably utilize any design flood elevation and floodway data available from other sources.

107.2.5.2 Design flood elevation elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1 and with Chapter 15.50 of Title 15 of the Imperial Beach Municipal Code.

107.2.5.3 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new constructions and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

107.5 Retention of plans. One set of approved plans shall be retained by the building official for the life of the building or as required by state law. One set of approved plans and specifications shall be returned to the applicant and shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

SECTION 113

BOARD OF APPEALS

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code, there

shall be and is hereby created a board of appeals hereafter known also as the Local Appeals Board. The building official shall be an ex officio member of said board but shall have no vote on any matter before the board. The board of appeals shall be the City Council. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. Appeals to the Local Appeals Board shall be processed in accordance with the provisions and procedures contained in Chapter 15.40 of Title 15 of the Imperial Beach Municipal Code.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to interpret the administrative provisions of this code, nor shall the Board be empowered to waive requirements of this code.

Delete Section 113.3 Qualifications.

113.3 Appeals. Any person, firm or corporation may register an appeal with the Local Appeals Board for review of any decision of the Building Official about this code, provided that the appeal is made in writing within thirty (30) days of receipt of notice and is accompanied with the administrative fee specified in the City's fee schedule for an appeal. All appeals where notices declaring structures or equipment "Dangerous" must be submitted within ten (10) days of receipt of notice.

113.3.1 Conditions. Any person shall be permitted to appeal a decision of the Building Official or Fire Chief to the Local Appeals Board when it is claimed that any one or more of the following conditions exists.

- i. The true intent of this Title as described in those codes has been incorrectly interpreted;
- ii. A provision in this code do not apply;
- iii. A decision is arbitrary as it applies to alternatives, new materials or interpretations of this Title.

113.4 Request for Appeals Action Ratification. For the purposes of this chapter, "Request for Ratification" shall mean actions required under Section 1.9.1.5 of the California Building Code. A written request by the Building Official that the Board approve a proposed solution based upon a finding of "unreasonable hardship" as that term is used in Title 24 of the California Code of Regulations.

113.4.1 Request. The Board must have approved a Request for Ratification, prior to the approval of plans or issuance of a permit, which requires a finding of unreasonable hardship from an appeal to the Building Official.

113.4.2 Agenda. The Building Official shall place any appeal consisting of a request for ratification to determine an unreasonable hardship on the Board's Agenda in compliance with provisions contained in this section.

113.5 Decisions. The Board shall not render any decision allowing a proposed design solution unless, after the hearing, it finds on the basis of substantial evidence that:

- i. The proposed design is satisfactory and complies with the intent of this chapter;
- ii. The proposed design meets the requirements of Title 24;
- iii. Board decisions overruling the Building Official's decisions shall require four (4) votes. Board decisions ratifying the Building Official's requests for ratification shall require three (3) votes; and
- iv. Should the Board render a decision contrary to that of the Building Official, then the decision of the Board shall be deemed the decision of the Building Official.

113.5.1 Decisions Findings and Order.

- i. The decision of the Board shall be final and conclusive.
- ii. The findings and order of the Board shall include the following notice:
- iii. Notice to Parties. The time within which judicial review must be sought to review this decision is governed by the provisions of California Code of Civil Procedure Section 1094.6.

113.5 Administration. The building official shall take immediate action in accordance with the decision of the board.

EXHIBIT D to ORDINANCE NO. 2016-1157

Chapter 15.14. HISTORICAL BUILDING CODE

15.14.10. Adoption.

The 2016 California Historical Building Code (Part 8 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as a part of the Building and Fire Codes of the City of Imperial Beach.

EXHIBIT E to ORDINANCE NO. 2016-1157

Chapter 15.16. ELECTRICAL CODE

15.16.010. Adoption.

The 2016 California Electrical Code (Part 3 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as a part of the Electrical Code of the City of Imperial Beach.

15.16.020. Amendments.

Section 300.6 Protection Against Corrosion and Deterioration.

Add at end of: (2) Organic Coatings on Boxes or Cabinets, "Service Entrance meter and main disconnect may be installed outdoors. The Service Entrance Panel shall be installed within the structure when exposed to sea air to prevent damage to circuit breakers and other connections within the panel. Sea air exposed areas are defined as the western portion of the City from Third Street to the ocean. A weathertight enclosure may be installed to meet this requirement.

EXHIBIT F to ORDINANCE NO. 2016-1157

15.18. Existing Building Code

15.18.010. Adoption.

The 2016 California Existing Building Code, (Part 10 of Title 24 of The California Code of Regulations), is adopted and incorporated by reference as a part of the Building and Fire Codes of the City of Imperial Beach.

EXHIBIT G to ORDINANCE NO. 2016-1157

Chapter 15.20. FIRE CODE

15.20.010. Adoption.

Except as provided in and Chapter 15.20.020, the 2016 California Fire Code (Part 9 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as the Fire Code of the City of Imperial Beach.

15.20.020. Amendments.

As provided in this chapter, amendments are adopted and incorporated as part of the Fire Code of the City of Imperial Beach.

Chapter 1 Administration is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 101.5 City of Imperial Beach Validity

The City of Imperial Beach hereby declares that should any section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the City of Imperial Beach that it would have passed all other portions of this ordinance independently of the elimination here from of any such portion as may be declared invalid.

Chapter 1 - Section 102.13 Repeal of Conflicting Ordinances, Resolutions or motions is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) Section 102.13 REPEAL OF CONFLICTING ORDINANCES, RESOLUTIONS OR MOTIONS All former ordinances, resolutions or motions, or parts thereof, conflicting or inconsistent with the provisions of this Ordinance or of the Code or standards hereby adopted are hereby repealed.

(R) Chapter 1 Administration - Section 109.4 Violation penalties - Any person who shall violate any of the provisions of this code or standards hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made there under, or who shall build in violation of any detailed statement or specification or plans submitted and approved there under, or any certificate or permit issued there under, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by the attorney for the City of Imperial Beach or by a court of competent jurisdiction within the time fixed herein, shall severally for each and every violation and noncompliance respectively, be guilty of a misdemeanor, punishable by a fine not exceeding \$1000.00 or by imprisonment in County Jail not exceeding six (6) months, or both. The imposition of one penalty of any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Chapter 1 Administration - Section 111.4 Failure to Comply is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 111.4 Failure to comply – Any person, who shall continue any work having been served with a stop work order, except such work as that the person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than the amounts as established for administrative citations pursuant to Chapter 1.22 of the City of Imperial Beach Municipal Code.

Chapter 2 Definitions - Section 202 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A) MID-RISE BUILDING A building four stories or more in height, 75 feet or more in height and not defined as a high-rise building by section 202 of the California Building Code. Measurements shall be made from the midpoint of the highest portion of the roof or floor above the topmost space that may be occupied to the lowest fire department connection.

Chapter 3 General Precautions Against Fire - Section 319 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

Section 319 is added to the California Fire Code to read:

SECTION 319 MID-RISE BUILDINGS

Sec 319.1 General All newly constructed mid-rise buildings or any mid-rise building which undergoes a complete renovation that requires the complete vacancy of the building to complete the renovation shall comply with this section.

Exceptions:

1. Buildings used exclusively as an open parking garage.
2. Buildings where all floors above the fourth floor level are used exclusively as an open parking garage.
3. Buildings such as a power plant, lookout tower, steeple, grain house, and other similar structures.

Sec. 319.1.1 Automatic fire sprinkler systems and standpipes Mid-rise buildings shall have an approved automatic fire sprinkler system designed and installed in conformance with the latest edition of NFPA 13 and in accordance with the following:

1. A shut-off valve and a water flow alarm shall be provided for each floor. Each shut-off valve and water flow alarm shall be electronically supervised.
2. Mid-rise buildings shall be provided with a class I standpipe system that is interconnected with the automatic fire sprinkler system. The system shall consist of 2½-inch hose valves located in each stair enclosure on every floor level. Two hose outlets shall be located on the roof outside of each stair enclosure which penetrates the roof. The standpipe system shall be designed, installed and tested in accordance with the edition of NFPA 14 as recognized in Chapter 80, Referenced Standards.
3. Fire department standpipe connections and valves serving the floor shall be within the vestibule and located in a manner so as not to obstruct ingress and egress when hose lines are connected and charged.

Chapter 5 Fire Service Features - Section 503 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(A)Sec. 503.3.1 Fire Lane Designation Where the fire code official determines that it is necessary to ensure adequate fire access, the fire code official may designate existing roadways as fire access roadways as provided by Vehicle Code section 22500.1.

Chapter 5 Fire Service Features - Section 505 is hereby added (A), revised (R) or deleted (D) to the Building/Fire Code portion of the California Building Standards Code to read as follows:

(R) Section 505.1 ADDRESS NUMBERS. Approved numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background, and shall meet the following minimum standards as to size: 4" high with a 1/2 " stroke for residential buildings and individual dwelling units of multi residential buildings, 8" high with a ½" stroke for commercial buildings, industrial buildings and multi-residential buildings having eight individual dwelling units or more. Additional numbers shall be required where deemed necessary by the Fire Code Official, such as rear access doors, building corners, and entrances to commercial centers.

EXHIBIT H to ORDINANCE NO. 2016-1157

Chapter 15.28. MECHANICAL CODE

15.28.010. Adoption.

The 2016 California Mechanical Code (Part 4 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as part of the Mechanical Code of the City of Imperial Beach.

15.28.011. Amendments

Section 402.3 Mechanical Ventilation. Added: Heating and air-conditioning system design shall use the same criteria as Section 4.507 of the California Green Building Code.

EXHIBIT I to ORDINANCE NO. 2016-1157

Chapter 15.32. PLUMBING CODE

15.32.010. Adoption.

The 2016 California Plumbing Code (Part 5 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as part of the Plumbing Code of the City of Imperial Beach.

EXHIBIT J to ORDINANCE NO. 2016-1157

Chapter 15.34 REFERENCED STANDARDS CODE

15.34.010. Adoption.

The 2016 California Referenced Standards Code (Part 12 of Title 24 of the California Code of Regulations), is adopted and incorporated by reference as the Referenced Standards Code of the City of Imperial Beach.

EXHIBIT K to ORDINANCE NO. 2016-1157

Chapter 15.38. GREEN BUILDING CODE

15.38.010. Adoption.

The 2016 California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations) is adopted and incorporated by reference as the Green Building Code of the City of Imperial Beach.

15.38.011. Amendments:

Section 101.3 Scope. After the word “structure,” Add: “or newly installed Air Conditioning system in an existing commercial or residential structure”.

**THIS PAGE
INTENTIONALLY LEFT BLANK**



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: NOVEMBER 16, 2016

ORIGINATING DEPT.: CITY ADMINISTRATION *Ed*

SUBJECT: RESOLUTION NO. 2016-7753 PROVIDING \$44,819.01 TO THE BOYS & GIRLS CLUB OF SOUTH COUNTY TO ADDRESS A FUNDING SHORTFALL IN PROVIDING RECREATIONAL SERVICES ON BEHALF OF THE CITY OF IMPERIAL BEACH AT IMPERIAL BEACH SPORTS PARK & SPORTS PARK COLLABORATIVE UPDATE PRESENTATION

EXECUTIVE SUMMARY:

On August 19, 2015, the City Council, upon receiving a request from the Boys & Girls Club of South County, voted to appropriate \$50,000 to address a funding shortfall experienced by the Boys & Girls Club of South County for providing recreational services on behalf of the City of Imperial Beach at Imperial Beach Sports Park for calendar year 2015 understanding that future funding requests be considered following an annual report from the Club to the City Council.

On November 9, 2016, staff received a request from the Club for \$44,819.01 to address a funding shortfall for the 2016 calendar year. It is important to note that this request for \$44,819.01 is in addition to the funding currently appropriated for recreational programs.

FISCAL ANALYSIS:

Overall Funding			
	2014	2015	2016
Resolution No. 2014-7470 <i>(approved on 04-16-14)</i>	\$ 60,000	\$ 60,000	\$ 60,000
Resolution No. 2015-7614 <i>(approved on 08-05-15)</i>	\$ -	\$ 4,000	\$ 4,000
Resolution No. 2015-7618 <i>(approved on 08-19-15)</i>	\$ -	\$ 50,000	
Resolution No. 2016-7753 <i>(currently up for discussion)</i>			\$ 44,819
Total	\$ 60,000	\$ 114,000	\$ 108,819

City Council has already appropriated \$50,000 to cover the costs of power and water at the sports park, plus \$10,000 for scholarships and \$4,000 to maintain the playground / tot lot and parking area. The City is also applying for grant funding to update the Sports Park facility.

Funding for this request would need to be appropriated from the Unassigned General Fund Balance because the request is not included within the adopted budget.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 2016-7753 authorizing a budget amendment and appropriation of \$44,819.01 to address a funding shortfall experienced by the Boys & Girls Club. Future funding requests will continue to be considered following an annual report from the Club to the City Council.

OPTIONS:

- Adopt Resolution No. 2016-7753 authorizing a budget amendment for a one-time appropriation of \$44,819.01 to address the documented shortfall experienced by the Boys & Girls Club and have the issues be re-examined at the annual report to the City Council near the end of the next fiscal year.
- Continue the agenda item with direction to staff to provide additional information.
- Deny proposed Resolution No. 2016-7753.

BACKGROUND/ANALYSIS:

During the August 19, 2015 City Council Meeting, staff from the Boys & Girls Club indicated that providing recreational services as currently programmed would result in a budget shortfall each year. City Council approved an amendment to the General Fund Budget to accommodate last year's budget shortfall. Additionally, an amendment to their contract was approved that once again made the maintenance of the Playground / Tot Lot and parking areas and the unlocking, locking and securing of the Skate Park gate the responsibility of the City as well as allowed Boys & Girls Club to adjust the Recreation Center hours.

The City Council has expressed the importance of an effective recreation program. The Boys & Girls Club has increased their staff scheduling to 2 full-time employees and 1 part-time employee to accommodate activities and events. They've extended their hours to allow for more programming, which include weekends and morning classes. The Boys & Girls Club plans to collaboratively seek funding to continue to reduce its shortfall annually.

For purposes of clarity, in addition to the Boys & Girls Club funding request for \$44,819.01, the City Council has already authorized up to \$50,000 in the municipal budget that will be used to offset the power and water costs for the Sports Park facility with the remainder of the funds, if any, being used to conduct any necessary improvements to the facility. Additionally, the City Council has appropriated \$10,000 in the municipal budget to be used for scholarships for qualified lower income Imperial Beach residents, and approximately \$4,000 to maintain the playground / tot lot and parking area that was previously the responsibility of the Boys & Girls Club. The City is also applying for grant funding to update Sports Park facilities.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7753
2. Boys & Girls Club of South County Funding Request dated November 8, 2016
3. Boys & Girls Club Sports Park Profit & Loss Statement (July 2015 through June 2016)

RESOLUTION NO. 2016-7753

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, PROVIDING \$44,819.01 TO THE BOYS & GIRLS CLUB OF SOUTH COUNTY TO ALLOW THE CLUB TO CONTINUE PROVIDING RECREATIONAL SERVICES ON BEHALF OF THE CITY OF IMPERIAL BEACH AT SPORTS PARK

WHEREAS, the Boys & Girls Club of South County is requesting \$44,819.01 from the City to provide recreational services in the future after noticing that the Club experienced a funding shortfall; and

WHEREAS, representatives of the Boys & Girls Club and City staff have discussed options for reducing any shortfall and on August 5, 2015, the City Council approved a two year agreement with the Club that will allow the implementation of several ideas intended to reduce costs including modified hours of operation, additional landscaping maintenance responsibilities shifted to the City and other cost saving measures; and

WHEREAS, the Boys & Girls Club plans to collaboratively seek funding to continue to reduce its shortfall annually; and

WHEREAS, future funding requests be considered following an annual report from the Club to the City Council; and

WHEREAS, there is a need to adjust the two-year budget adopted by City Council to amend fiscal year 2016/2017 with an increase of said funds because the Club has expressed a need to have these funds so that they can provide services under the agreement with the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach authorizing the following expenditure budget amendment in the amount of \$44,819.01 and authorizing any necessary amendments to the agreement between the City and the Club:

Budget Transaction Type	Budget Account No.	Description of Budget Adjustment	Adjustment Amount
Expenditure	101-6010-451-21-04	Recreation Services	\$44,819.01

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**BOYS & GIRLS CLUBS
OF SOUTH COUNTY**

November 8, 2016

Mayor Dedina and Imperial Beach City Council Members
Imperial Beach Blvd
Imperial Beach, CA 91932
San Diego, CA 92108

**Boys & Girls Clubs of
South County**

Administrative Center
847 Encina Avenue
Post Office Box 520
Imperial Beach CA 91933
Tel - (619) 424-2266
Fax - (619) 424-8266

Dear Mayor and City Council Members,

On Behalf of the board of directors and staff of the Boys & Girls Clubs of South County this letter is written requesting your support in our efforts. As we continue to serve more members and citizens, additional funding allows the Club to maintain and enhance Imperial Beach as a Classic Southern California town.

We are requesting a subsidy of \$44,819.01 to offset the operational cost of the 2015-2016 fiscal year. Of the Sports Park Facility. Please refer to the Profit & Loss report for the year ending June 30, 2016. Referencing the P&L report here are a few items supporting our request.

- We have increased staff scheduling to 2 Full-time employees and 1 part-time to accommodate activities and events.
- Facility Space has limited the amount of classes we can offer
- Extended hours based on Needs Assessment, which include weekends and morning Recreation class schedules
- Unforeseen expenses in the areas of maintenance, facility repairs, internet service and telephone

With your support of a \$44,819.01 subsidy we will be able to meet the current needs of the public and offset the lack of revenue. Our plan is to collaboratively seek funding to reduce this years \$44,819.01 subsidy.

Thank you again, and we look forward to your continued support.

Sincerely,

Ken Blinsman
President/CEO

Officers

Donn Hall
Chief Volunteer Officer/Chair

Mark Neagles
1st Vice Chair/Chair Elect

Rick Jeffries
2nd Vice Chair of Programs &
Human Resources

Christine Harlin
3rd Vice Chair of Financial
Resource Development

George Braudaway
Secretary

Jim Algert
Treasurer

Board of Directors

Active Members
Rick Alvarez
Cindy Fitzgerald
Carlos Jaime
Jim King
Gary Trieschman

Emeritus Members
Paul Odermatt
J. D. "Bud" Webb

President/CEO
Ken Blinsman

Please consider including the Boys & Girls Clubs of South County in your will or estate plans.

8:34 AM

11/08/16

Accrual Basis

Boys & Girls Clubs of South County Find Report July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
Jul '15 - Jun 16										
Deposit	06/29/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	-50.00
Deposit	06/27/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	-80.00
Deposit	06/27/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-111.00	-191.00
Deposit	06/27/2016			SPORTS DAY CA...	47253 · Day Camp -...	19-Sports...		10010 · BGCSC...	-90.00	-281.00
Deposit	06/27/2016			TAE KWON DO	Sports Park	19-Sports...		10010 · BGCSC...	-75.00	-356.00
Deposit	06/27/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-45.00	-401.00
Deposit	06/27/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-4.00	-405.00
Deposit	06/25/2016			SPORTS CAMP	47253 · Day Camp -...	19-Sports...		10010 · BGCSC...	-115.00	-520.00
General Jour...	06/24/2016	705		It Just Takes One		19-Sports...		24000 · Payroll ...	-1.00	-521.00
General Jour...	06/24/2016	705		60110 · FICA		19-Sports...		24000 · Payroll ...	188.89	-332.11
General Jour...	06/24/2016	705		24001 · Payroll Liabi...		19-Sports...		24000 · Payroll ...	-365.99	-698.10
General Jour...	06/24/2016	705		60000 · Salaries & ...		19-Sports...		24000 · Payroll ...	1,590.35	892.25
Bill	06/23/2016	SP001...	C...	SP001311012096...	65038 · Internet Ser...	19-Sports...		20100 · Accoun...	219.78	1,112.03
Bill	06/23/2016	MESA...	C...	MESA0013110120...	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		1,112.03
Deposit	06/23/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-6.00	1,106.03
Deposit	06/23/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-4.00	1,102.03
Deposit	06/22/2016			S- GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	1,092.03
Deposit	06/22/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-128.00	964.03
Deposit	06/22/2016			SKATE PARK RE...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-150.00	814.03
Deposit	06/22/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	784.03
Deposit	06/22/2016			PARK RENTAL - ...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-90.00	694.03
Check	06/21/2016	19134	R...	CHECK 1555 FR...	65100 · Other Types...	19-Sports...		10010 · BGCSC...	200.00	894.03
Bill	06/20/2016	PV001...	C...	0013110119560201	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		894.03
Deposit	06/20/2016			SPORTS CAMP	47253 · Day Camp -...	19-Sports...		10010 · BGCSC...	-230.00	664.03
Deposit	06/20/2016			TAE KWON DO	Sports Park	19-Sports...		10010 · BGCSC...	-75.00	589.03
Bill	06/19/2016		Pr...	JAMES	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	81.50	670.53
Deposit	06/16/2016			TAE KWON DO	Sports Park	19-Sports...		10010 · BGCSC...	-140.00	530.53
Bill	06/15/2016	2448167	C...	JAMES	60140 · Health Insur...	19-Sports...		20100 · Accoun...	300.35	830.88
Deposit	06/14/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	805.88
Deposit	06/13/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-14.00	791.88
Deposit	06/13/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-66.00	725.88
Deposit	06/13/2016			GYM RENTAL (C...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-75.00	650.88
Deposit	06/13/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	620.88
Deposit	06/13/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	610.88
Deposit	06/13/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	575.88
General Jour...	06/10/2016	704		It Just Takes One		19-Sports...		24000 · Payroll ...	-1.00	574.88
General Jour...	06/10/2016	704		60110 · FICA		19-Sports...		24000 · Payroll ...	161.71	736.59
General Jour...	06/10/2016	704		24001 · Payroll Liabi...		19-Sports...		24000 · Payroll ...	-365.99	370.60
General Jour...	06/10/2016	704		60000 · Salaries & ...		19-Sports...		24000 · Payroll ...	2,632.15	3,002.75
Deposit	06/08/2016	2153		IMP BCH LL SP F...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	2,752.75
Deposit	06/08/2016	2773		IMP BCH GIRLS ...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	2,502.75
Deposit	06/08/2016	2774		IMP BCH GIRLS ...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-250.00	2,252.75
Deposit	06/08/2016	452		GUITAR - CRYST...	Sports Park	19-Sports...		10010 · BGCSC...	-60.00	2,192.75
Deposit	06/08/2016	506998		EXPO BOOTH	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	2,152.75
Deposit	06/08/2016	9110		SP EXPO BOOTH...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-15.00	2,137.75
Deposit	06/08/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-21.00	2,116.75
Deposit	06/08/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-5.00	2,111.75
Deposit	06/08/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	2,086.75

8:34 AM

11/08/16

Accrual Basis

Boys & Girls Clubs of South County
Find Report
 July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
Deposit	06/08/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-29.00	2,057.75
Deposit	06/06/2016			PARK RENTAL - ...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-135.00	1,922.75
Deposit	06/06/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	1,897.75
Deposit	06/02/2016			ERIK GODBAUM ...	47286 · Rental-Skat...	19-Sports...		10010 · BGCSC...	-75.00	1,822.75
Deposit	06/02/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	1,797.75
Bill	06/01/2016	IB 501...	C...	IB 501311009166...	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		1,797.75
Bill	06/01/2016	IB 501...	C...	IB 501311009166...	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		1,797.75
Bill	06/01/2016	MESA...	C...	MESA0013110120...	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		1,797.75
Bill	06/01/2016	CV00...	C...	CV001311006611...	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		1,797.75
Bill	06/01/2016	34307	C...	ALARM MONITO...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	1,827.75
Bill	06/01/2016	34308	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	1,857.75
General Jour...	05/27/2016	703			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	1,856.75
General Jour...	05/27/2016	703			60110 · FICA	19-Sports...		24000 · Payroll ...	197.31	2,054.06
General Jour...	05/27/2016	703			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	1,688.07
General Jour...	05/27/2016	703			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	3,207.02	4,895.09
Deposit	05/26/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-52.00	4,843.09
Deposit	05/26/2016			RENTAL - TAWY...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-400.00	4,443.09
Deposit	05/26/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	4,408.09
Deposit	05/26/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-33.00	4,375.09
Deposit	05/26/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	4,365.09
Deposit	05/26/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	4,340.09
Deposit	05/25/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	4,315.09
Deposit	05/24/2016			GYM RENTAL - T...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-100.00	4,215.09
Bill	05/23/2016		Pr...	JAMES	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	66.32	4,281.41
Bill	05/23/2016		Ci...	Business license ...	60920 · Business R...	19-Sports...		20100 · Accoun...	51.00	4,332.41
Deposit	05/23/2016			PARK RENTAL - ...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-75.00	4,257.41
Deposit	05/23/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	4,222.41
Check	05/20/2016	19082	D...	Return of deposit f...	65100 · Other Types...	19-Sports...		10010 · BGCSC...	50.00	4,272.41
Bill	05/18/2016	PV001...	C...	0013110119560201	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		4,272.41
Deposit	05/18/2016			TAE KWON DO	Sports Park	19-Sports...		10010 · BGCSC...	-75.00	4,197.41
Deposit	05/17/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-21.00	4,176.41
Deposit	05/17/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-111.00	4,065.41
Deposit	05/17/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-66.00	3,999.41
Deposit	05/17/2016			S- GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-20.00	3,979.41
Deposit	05/17/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-15.00	3,964.41
Deposit	05/17/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-45.00	3,919.41
Deposit	05/16/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	3,869.41
General Jour...	05/13/2016	702			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	3,868.41
General Jour...	05/13/2016	702			60110 · FICA	19-Sports...		24000 · Payroll ...	202.55	4,070.96
General Jour...	05/13/2016	702			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	3,704.97
General Jour...	05/13/2016	702			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	3,290.68	6,995.65
Deposit	05/12/2016			S- GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	6,965.65
Deposit	05/12/2016			SKATE SCHOOL	Sports Park	19-Sports...		10010 · BGCSC...	-20.00	6,945.65
Deposit	05/12/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-49.00	6,896.65
Deposit	05/12/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-65.00	6,831.65
Deposit	05/12/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-135.00	6,696.65
Deposit	05/12/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-55.00	6,641.65
Deposit	05/12/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-70.00	6,571.65
Bill	05/09/2016	CV00...	C...	0013110066118301	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		6,571.65

Boys & Girls Clubs of South County
Find Report
 July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Cir	Split	Amount	Balance
Bill	05/07/2016		S...	TUNE UP (OIL CH...	62920 · Equipment	19-Sports...		20100 · Accoun...	11.20	6,582.85
Bill	05/07/2016		S...	FUEL	68510 · Fuel & Oil	19-Sports...		20100 · Accoun...	59.59	6,642.44
Bill	05/07/2016		S...	REPLACED BLO...	62920 · Equipment	19-Sports...		20100 · Accoun...	50.60	6,693.04
Bill	05/07/2016		E...	IB COMMUNITY E...	62950 · Trash	19-Sports...		20100 · Accoun...	150.00	6,843.04
Deposit	05/05/2016	2750		IMP BCH GIRLS ...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	6,593.04
Deposit	05/05/2016	2183		IMP BCH LITTLE ...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	6,343.04
Deposit	05/05/2016	2137		LIGHT RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-200.00	6,143.04
Deposit	05/05/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-14.00	6,129.04
Deposit	05/05/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-15.00	6,114.04
Deposit	05/05/2016			GYM RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-900.00	5,214.04
Deposit	05/05/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-12.00	5,202.04
Deposit	05/05/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-6.00	5,196.04
Deposit	05/05/2016			SKATE SCHOOL	47251 · Recreation ...	19-Sports...		10010 · BGCSC...	-50.00	5,146.04
Deposit	05/05/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	5,111.04
Deposit	05/05/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	5,086.04
Bill	05/04/2016		C...	JAMES	60140 · Health Insur...	19-Sports...		20100 · Accoun...	300.35	5,386.39
Check	05/04/2016	19061	Ni...	REFUND FOR FO...	65100 · Other Types...	19-Sports...		10010 · BGCSC...	72.00	5,458.39
Check	05/04/2016	19062	V...	SKATE PARK AP...	65161 · Skate Park ...	19-Sports...		10010 · BGCSC...	214.51	5,672.90
Check	05/04/2016	19066	D...	REFUND FOR GY...	65100 · Other Types...	19-Sports...		10010 · BGCSC...	100.00	5,772.90
Deposit	05/02/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	5,747.90
Bill	05/01/2016	33978	C...	ALARM BUSINES...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	5,777.90
Bill	05/01/2016	33979	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	5,807.90
Bill	05/01/2016	MESA...	C...	0013110120965401	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		5,807.90
Check	04/30/2016	19057	A...	RETURN OF REN...	65087 · Rental Expe...	19-Sports...		10010 · BGCSC...	100.00	5,907.90
Deposit	04/29/2016	2816		WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	5,867.90
Deposit	04/29/2016	2305		WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-15.00	5,852.90
Deposit	04/29/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-90.00	5,762.90
Deposit	04/29/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-90.00	5,672.90
Deposit	04/29/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-68.00	5,604.90
Deposit	04/29/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	5,569.90
Deposit	04/29/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	5,539.90
Deposit	04/29/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-129.00	5,410.90
Deposit	04/29/2016			EXPO SHIRTS	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-80.00	5,330.90
Deposit	04/29/2016			JR FIT & ACT	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	5,280.90
Deposit	04/29/2016			S- GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-15.00	5,265.90
Deposit	04/29/2016			BALLET	Sports Park	19-Sports...		10010 · BGCSC...	-105.00	5,160.90
Bill	04/29/2016		A...	BJ'S RENTAL?? A...	65100 · Other Types...	19-Sports...	X	20100 · Accoun...	0.00	5,160.90
Bill	04/29/2016	34921	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	5,190.90
Bill	04/29/2016	35363	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	5,220.90
General Jour...	04/29/2016	701		It Just Takes One	19-Sports...	24000 · Payroll ...			-1.00	5,219.90
General Jour...	04/29/2016	701		60110 · FICA	19-Sports...	24000 · Payroll ...			220.51	5,440.41
General Jour...	04/29/2016	701		24001 · Payroll Liabi...	19-Sports...	24000 · Payroll ...			-365.99	5,074.42
General Jour...	04/29/2016	701		60000 · Salaries & ...	19-Sports...	24000 · Payroll ...			3,556.77	8,631.19
Bill	04/29/2016		Ci...	BJ RENTAL?? AS...	65100 · Other Types...	19-Sports...		20100 · Accoun...	150.00	8,781.19
Bill	04/28/2016		Pr...	JAMES	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	64.37	8,845.56
Deposit	04/28/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	8,795.56
Deposit	04/27/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-15.00	8,780.56
Check	04/25/2016	19033	D...	DJ services for the...	65160 · Other Costs	19-Sports...		10010 · BGCSC...	200.00	8,980.56
Deposit	04/25/2016	456		TKD	Sports Park	19-Sports...		10010 · BGCSC...	-75.00	8,905.56

Boys & Girls Clubs of South County Find Report July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
Deposit	04/25/2016	7719		EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-60.00	8,845.56
Deposit	04/25/2016	1851		EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-60.00	8,785.56
Deposit	04/25/2016	2799		EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	8,745.56
Deposit	04/25/2016	24205		EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	8,705.56
Deposit	04/25/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-49.00	8,656.56
Deposit	04/25/2016			CANDLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-15.00	8,641.56
Deposit	04/25/2016			KICKBOXING	47251 · Recreation ...	19-Sports...		10010 · BGCSC...	-53.00	8,588.56
Deposit	04/25/2016			S - YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	8,553.56
Deposit	04/25/2016			SKATE SCHOOL	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	8,518.56
Deposit	04/25/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-182.00	8,336.56
Deposit	04/25/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	8,301.56
Deposit	04/25/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-60.00	8,241.56
Deposit	04/25/2016			JR FIT	Sports Park	19-Sports...		10010 · BGCSC...	-60.00	8,181.56
Check	04/22/2016	19027	Mi...	SKATE SCHOOL	Sports Park	19-Sports...		10010 · BGCSC...	69.73	8,251.29
Deposit	04/20/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-160.00	8,091.29
Deposit	04/20/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	8,051.29
Deposit	04/20/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-160.00	7,891.29
Deposit	04/20/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	7,866.29
Check	04/19/2016	19025	Tr...	Payroll Correction...	24000 · Payroll Clea...	19-Sports...		10010 · BGCSC...	97.07	7,963.36
General Jour...	04/15/2016	678			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	7,962.36
General Jour...	04/15/2016	678			60110 · FICA	19-Sports...		24000 · Payroll ...	180.11	8,142.47
General Jour...	04/15/2016	678			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	7,776.48
General Jour...	04/15/2016	678			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,929.15	10,705.63
Deposit	04/15/2016			CANDLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-5.00	10,700.63
Deposit	04/15/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-135.00	10,565.63
Deposit	04/15/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	10,530.63
Deposit	04/15/2016			TKD	Sports Park	19-Sports...		10010 · BGCSC...	-140.00	10,390.63
Deposit	04/14/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	10,350.63
Deposit	04/14/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-60.00	10,290.63
Deposit	04/12/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	10,280.63
Deposit	04/12/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-135.00	10,145.63
Deposit	04/11/2016	1564		EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-60.00	10,085.63
Deposit	04/11/2016	20620...		EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	10,045.63
Deposit	04/11/2016	23416...		EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-60.00	9,985.63
Deposit	04/11/2016			GUITAR	Sports Park	19-Sports...		10010 · BGCSC...	-76.00	9,909.63
Deposit	04/11/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	9,884.63
Deposit	04/11/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-15.00	9,869.63
Deposit	04/11/2016			GETLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	9,844.63
Deposit	04/11/2016			TAE KWON DO	Sports Park	19-Sports...		10010 · BGCSC...	-70.00	9,774.63
Deposit	04/11/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-70.00	9,704.63
Deposit	04/11/2016			S- GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	9,669.63
Deposit	04/11/2016			SKATE SCHOO;	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	9,619.63
Bill	04/06/2016	50131...	C...	5013110091666801	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		9,619.63
Bill	04/06/2016		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	9.09	9,628.72
Deposit	04/05/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	9,588.72
Deposit	04/05/2016			TAE KWON DO	Sports Park	19-Sports...		10010 · BGCSC...	-150.00	9,438.72
Deposit	04/05/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-120.00	9,318.72
Deposit	04/04/2016			EXPO VENDOR	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-160.00	9,158.72
Deposit	04/04/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-76.00	9,082.72

Boys & Girls Clubs of South County
Find Report
 July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Cir	Split	Amount	Balance
Deposit	04/04/2016			S- GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	9,072.72
Deposit	04/04/2016			TAE KWON DO	Sports Park	19-Sports...		10010 · BGCSC...	-75.00	8,997.72
Deposit	04/04/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	8,947.72
Bill	04/01/2016	33646	C...	BUSINESS ALAR...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	8,977.72
Bill	04/01/2016	33647	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	9,007.72
General Jour...	04/01/2016	677			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	9,006.72
General Jour...	04/01/2016	677			60110 · FICA	19-Sports...		24000 · Payroll ...	178.67	9,185.39
General Jour...	04/01/2016	677			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	8,819.40
General Jour...	04/01/2016	677			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,905.93	11,725.33
Bill	04/01/2016	00131...	C...	5013110091666801	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		11,725.33
Deposit	03/31/2016	1012		WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	11,685.33
Deposit	03/31/2016	1758		WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-60.00	11,625.33
Deposit	03/31/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-41.00	11,584.33
Deposit	03/31/2016			RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-50.00	11,534.33
Deposit	03/31/2016			SKATE SCHOOL	Sports Park	19-Sports...		10010 · BGCSC...	-80.00	11,454.33
Deposit	03/31/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-20.00	11,434.33
Deposit	03/31/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	11,424.33
Deposit	03/31/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	11,389.33
Deposit	03/31/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-30.00	11,359.33
Deposit	03/28/2016	113		WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	11,319.33
Deposit	03/28/2016	15326		WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-40.00	11,279.33
Deposit	03/28/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-80.00	11,199.33
Deposit	03/28/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-62.00	11,137.33
Deposit	03/28/2016			SKATE SCHOOL	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	11,127.33
Deposit	03/28/2016			CANDLELIGHT Y...	Sports Park	19-Sports...		10010 · BGCSC...	-5.00	11,122.33
Deposit	03/28/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-215.00	10,907.33
Deposit	03/28/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	10,882.33
Bill	03/25/2016	00131...	C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...	231.10	11,113.43
Bill	03/25/2016	00131...	C...	0013110120965401	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		11,113.43
Deposit	03/25/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-60.00	11,053.43
Bill	03/24/2016		C...	0013110120965401	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		11,053.43
Bill	03/24/2016		C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...	224.82	11,278.25
Deposit	03/24/2016			WELLNESS EXP...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-180.00	11,098.25
Bill	03/19/2016	00131...	C...	0013110119560201	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		11,098.25
Bill	03/19/2016		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	9.09	11,107.34
Check	03/18/2016	18960	N...	REFUND FOR ZU...	65100 · Other Types...	19-Sports...		10010 · BGCSC...	25.00	11,132.34
Bill	03/18/2016		Pr...	JAMES	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	64.37	11,196.71
General Jour...	03/18/2016	676			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	11,195.71
General Jour...	03/18/2016	676			60110 · FICA	19-Sports...		24000 · Payroll ...	181.35	11,377.06
General Jour...	03/18/2016	676			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	11,011.07
General Jour...	03/18/2016	676			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,949.38	13,960.45
Deposit	03/17/2016	7549		PICNIC SHELTER	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-200.00	13,760.45
Deposit	03/17/2016			GYM RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-365.00	13,395.45
Deposit	03/17/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-66.00	13,329.45
Deposit	03/17/2016			GENTLE FLOW Y...	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	13,299.45
Deposit	03/17/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-6.00	13,293.45
Deposit	03/17/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-16.00	13,277.45
Deposit	03/17/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-40.00	13,237.45
Deposit	03/17/2016			GENTLE FLOW Y...	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	13,187.45

8:34 AM

11/08/16

Accrual Basis

Boys & Girls Clubs of South County
Find Report
 July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
Deposit	03/17/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-102.00	13,085.45
Deposit	03/17/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-169.00	12,916.45
Deposit	03/17/2016			GENTLE FLOW Y...	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	12,906.45
Deposit	03/17/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-6.00	12,900.45
Deposit	03/17/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	12,865.45
Deposit	03/17/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-8.00	12,857.45
Deposit	03/17/2016			SKATE SCHOOL	Sports Park	19-Sports...		10010 · BGCSC...	-200.00	12,657.45
Deposit	03/15/2016			GYM RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-310.00	12,347.45
Deposit	03/10/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	12,312.45
Deposit	03/10/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	12,287.45
General Jour...	03/04/2016	675		It Just Takes One	19-Sports...			24000 · Payroll ...	-1.00	12,286.45
General Jour...	03/04/2016	675		60110 · FICA	19-Sports...			24000 · Payroll ...	164.80	12,451.25
General Jour...	03/04/2016	675		24001 · Payroll Liabi...	19-Sports...			24000 · Payroll ...	-365.99	12,085.26
General Jour...	03/04/2016	675		60000 · Salaries & ...	19-Sports...			24000 · Payroll ...	2,681.97	14,767.23
Bill	03/03/2016		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	9.09	14,776.32
Deposit	03/02/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	14,741.32
Deposit	03/02/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-54.00	14,687.32
Bill	03/01/2016	33294	C...	BUSINESS ALAR...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	14,717.32
Deposit	03/01/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-75.00	14,642.32
Deposit	03/01/2016			GENTLE FLOW Y...	Sports Park	19-Sports...		10010 · BGCSC...	-20.00	14,622.32
Deposit	03/01/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-124.00	14,498.32
Deposit	03/01/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-154.00	14,344.32
Bill	03/01/2016	00131...	C...	0013110066118301	65038 · Internet Ser...	19-Sports...		20100 · Accoun...	14,344.32	14,344.32
Bill	02/29/2016		C...	0013110119560201	65038 · Internet Ser...	19-Sports...		20100 · Accoun...	14,344.32	14,344.32
Deposit	02/29/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	14,294.32
Bill	02/25/2016		C...	JAMES	60140 · Health Insur...	19-Sports...		20100 · Accoun...	280.43	14,574.75
General Jour...	02/19/2016	673		It Just Takes One	19-Sports...			24000 · Payroll ...	-1.00	14,573.75
General Jour...	02/19/2016	673		60110 · FICA	19-Sports...			24000 · Payroll ...	178.48	14,752.23
General Jour...	02/19/2016	673		24001 · Payroll Liabi...	19-Sports...			24000 · Payroll ...	-365.99	14,386.24
General Jour...	02/19/2016	673		60000 · Salaries & ...	19-Sports...			24000 · Payroll ...	2,902.84	17,289.08
Check	02/18/2016	18927	Ar...	Refund for deposit...	65100 · Other Types...	19-Sports...		10010 · BGCSC...	75.00	17,364.08
Check	02/18/2016	18928	M...	DEPOSIT REFUN...	65100 · Other Types...	19-Sports...		10010 · BGCSC...	100.00	17,464.08
Bill	02/18/2016	00131...	C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...	711.29	18,175.37
Deposit	02/17/2016			ART	Sports Park	19-Sports...		10010 · BGCSC...	-14.00	18,161.37
Deposit	02/17/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-45.00	18,116.37
Deposit	02/17/2016			GENTLE FLOW Y...	Sports Park	19-Sports...		10010 · BGCSC...	-70.00	18,046.37
Deposit	02/17/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-36.00	18,010.37
Deposit	02/17/2016			SOFTBALL LEAG...	47340 · Athletic Lea...	19-Sports...		10010 · BGCSC...	-280.00	17,730.37
Deposit	02/17/2016			THEATRE	Sports Park	19-Sports...		10010 · BGCSC...	-15.00	17,715.37
Deposit	02/17/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-82.00	17,633.37
Deposit	02/17/2016	2124		IB LITTLE LEAGU...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	17,383.37
Deposit	02/17/2016	2733		IB GIRLS SOFTB...	46400 · Other Types...	19-Sports...		10010 · BGCSC...	-250.00	17,133.37
Deposit	02/17/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	17,108.37
Deposit	02/11/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	17,083.37
Bill	02/10/2016		S...	FIELD EQUIPMENT	62860 · Equipment ...	19-Sports...		20100 · Accoun...	104.49	17,187.86
Bill	02/10/2016		S...	FUEL	68510 · Fuel & Oil	19-Sports...		20100 · Accoun...	61.69	17,249.55
Deposit	02/10/2016			ART	Sports Park	19-Sports...		10010 · BGCSC...	-15.00	17,234.55
Bill	02/09/2016	33295	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	17,264.55
Bill	02/08/2016	2373778	C...	JAMES	60140 · Health Insur...	19-Sports...		20100 · Accoun...	280.43	17,544.98

8:34 AM

11/08/16

Accrual Basis

Boys & Girls Clubs of South County Find Report July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
Deposit	02/08/2016			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-36.00	17,508.98
Deposit	02/08/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-59.00	17,449.98
Deposit	02/08/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-94.00	17,355.98
Deposit	02/08/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	17,330.98
Deposit	02/08/2016			ART	Sports Park	19-Sports...		10010 · BGCSC...	-15.00	17,315.98
General Jour...	02/05/2016	672			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	17,314.98
General Jour...	02/05/2016	672			60110 · FICA	19-Sports...		24000 · Payroll ...	181.07	17,496.05
General Jour...	02/05/2016	672			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	17,130.06
General Jour...	02/05/2016	672			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,944.72	20,074.78
Bill	02/04/2016		Pr...	JAMES	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	64.37	20,139.15
Bill	02/04/2016		C...	JAMES	60140 · Health Insur...	19-Sports...		20100 · Accoun...	280.43	20,419.58
Deposit	02/03/2016			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-60.00	20,359.58
Deposit	02/03/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-36.00	20,323.58
Deposit	02/03/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-113.00	20,210.58
Deposit	02/03/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-76.00	20,134.58
Deposit	02/03/2016			TUMBLING	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	20,084.58
Deposit	02/03/2016			RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-100.00	19,984.58
Deposit	02/03/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	19,959.58
Bill	02/01/2016	36229	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	19,989.58
Bill	01/27/2016		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	9.09	19,998.67
Deposit	01/27/2016	2738		IMP BCH GIRLS ...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	19,748.67
Deposit	01/27/2016	2130		IMP BCH LITTLE ...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	19,498.67
Deposit	01/27/2016			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-65.00	19,433.67
Deposit	01/27/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-6.00	19,427.67
Deposit	01/27/2016			PARK RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-75.00	19,352.67
Deposit	01/27/2016			PICNIC SHELTER...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-30.00	19,322.67
Deposit	01/27/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-6.00	19,316.67
Bill	01/26/2016		S...	SHARPENING OF...	62900 · Repairs and...	19-Sports...		20100 · Accoun...	45.00	19,361.67
Check	01/22/2016	18914	A...	FUEL FOR MOWER	65135 · Grounds Ma...	19-Sports...		10010 · BGCSC...		19,361.67
Deposit	01/22/2016			YOGA	47252 · Field Trips	19-Sports...		10010 · BGCSC...	-45.00	19,316.67
Deposit	01/22/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-48.00	19,268.67
Deposit	01/22/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-53.00	19,215.67
General Jour...	01/22/2016	670			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	19,214.67
General Jour...	01/22/2016	670			60110 · FICA	19-Sports...		24000 · Payroll ...	167.88	19,382.55
General Jour...	01/22/2016	670			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	19,016.56
General Jour...	01/22/2016	670			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,732.01	21,748.57
Bill	01/19/2016		Pr...	JAMES	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	64.37	21,812.94
Bill	01/19/2016		S...	TAX BILL FOR SP...	60940 · Taxes - Not ...	19-Sports...	X	20100 · Accoun...	0.00	21,812.94
Bill	01/19/2016	00131...	C...	0013110119560201	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		21,812.94
Bill	01/19/2016		C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...	236.99	22,049.93
Deposit	01/13/2016			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	22,014.93
Deposit	01/13/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-123.00	21,891.93
Deposit	01/13/2016			PARK RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-400.00	21,491.93
Deposit	01/13/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-62.00	21,429.93
Deposit	01/13/2016			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	21,399.93
Deposit	01/13/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	21,364.93
Deposit	01/13/2016			36625- MUSIC RO...	Sports Park	19-Sports...		10010 · BGCSC...	-10.00	21,354.93
General Jour...	01/08/2016	668			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	21,353.93
General Jour...	01/08/2016	668			60110 · FICA	19-Sports...		24000 · Payroll ...	119.66	21,473.59

Boys & Girls Clubs of South County Find Report July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
General Jour...	01/08/2016	668			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	21,107.60
General Jour...	01/08/2016	668			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	1,954.02	23,061.62
Check	01/07/2016	18858	C...	Classes (Final)	62150 · Outside Con...	19-Sports...		10010 · BGCSC...	1,008.00	24,069.62
Bill	01/07/2016	50131...	C...	5013110091666801	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		24,069.62
Bill	01/07/2016	50131...	C...	5013110091666801	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		24,069.62
Deposit	01/04/2016			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	24,019.62
Deposit	01/04/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	23,989.62
Deposit	01/04/2016			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-80.00	23,909.62
Deposit	01/04/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-6.00	23,903.62
Deposit	01/04/2016			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-41.00	23,862.62
Bill	01/01/2016	35582	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	23,892.62
Bill	01/01/2016	2354148	C...	JAMES	60140 · Health Insur...	19-Sports...		20100 · Accoun...	280.43	24,173.05
Bill	01/01/2016	00131...	C...	0013110066118301	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		24,173.05
Bill	01/01/2016	00131...	C...	0013110066118301	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		24,173.05
Deposit	12/29/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	24,138.05
Deposit	12/29/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	24,113.05
General Jour...	12/25/2015	665			47410 · Be Great!	19-Sports...		24000 · Payroll ...	-1.00	24,112.05
General Jour...	12/25/2015	665			60110 · FICA	19-Sports...		24000 · Payroll ...	196.10	24,308.15
General Jour...	12/25/2015	665			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	23,942.16
General Jour...	12/25/2015	665			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	3,186.90	27,129.06
Bill	12/25/2015	00131...	C...	0013110120965401	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		27,129.06
Bill	12/25/2015	00131...	C...	5013110091666801	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		27,129.06
Deposit	12/23/2015			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-55.00	27,074.06
Deposit	12/23/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-77.00	26,997.06
Deposit	12/23/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-60.00	26,937.06
Bill	12/21/2015		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	9.09	26,946.15
Bill	12/20/2015	2335162	C...	JAMES	60140 · Health Insur...	19-Sports...		20100 · Accoun...	841.29	27,787.44
Bill	12/19/2015	00131...	C...	0013110119560201	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		27,787.44
Bill	12/19/2015	00131...	C...	5013110091666801	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		27,787.44
Bill	12/18/2015		Pr...	JAMES	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	64.37	27,851.81
Check	12/16/2015	18829	A...	FUEL FOR MOWER	65135 · Grounds Ma...	19-Sports...		10010 · BGCSC...	47.92	27,899.73
Bill	12/16/2015	11361	Vi...	Annual Upgrade M...	62150 · Outside Con...	19-Sports...		20100 · Accoun...	400.00	28,299.73
Check	12/16/2015	18832	Ni...	SOFTBALLS	65100 · Other Types...	19-Sports...	X	10010 · BGCSC...	0.00	28,299.73
Check	12/16/2015	18832	Ni...	SAKA LA BEERS ...	65100 · Other Types...	19-Sports...	X	10010 · BGCSC...	0.00	28,299.73
Check	12/16/2015	18835	S...	HOLIDAY HOURS	24000 · Payroll Clea...	19-Sports...		10010 · BGCSC...	204.85	28,504.58
Bill	12/15/2015	35244	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	28,534.58
Deposit	12/14/2015			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-55.00	28,479.58
Deposit	12/14/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-48.00	28,431.58
Deposit	12/14/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-4.00	28,427.58
Bill	12/11/2015	6479	Ci...	3 FALSE ALARMS	62910 · Building	19-Sports...		20100 · Accoun...	130.00	28,557.58
Bill	12/11/2015	50131...	C...	5013110091666801	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		28,557.58
Bill	12/11/2015	00131...	C...	0013110066118301	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		28,557.58
General Jour...	12/11/2015	664			47410 · Be Great!	19-Sports...		24000 · Payroll ...	-1.00	28,556.58
General Jour...	12/11/2015	664			60110 · FICA	19-Sports...		24000 · Payroll ...	178.27	28,734.85
General Jour...	12/11/2015	664			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	28,368.86
General Jour...	12/11/2015	664			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,899.30	31,268.16
Deposit	12/10/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-24.00	31,244.16
Deposit	12/10/2015			PARK RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-100.00	31,144.16
Deposit	12/10/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-53.00	31,091.16

8:34 AM

11/08/16

Accrual Basis

Boys & Girls Clubs of South County
Find Report
 July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
Deposit	12/10/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-70.00	31,021.16
Deposit	12/04/2015			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-110.00	30,911.16
Deposit	12/04/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-24.00	30,887.16
Deposit	12/04/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-93.00	30,794.16
Deposit	12/04/2015			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	30,764.16
Check	12/03/2015	18822	B...	Payroll 10/25/15 - ...	24000 · Payroll Clea...	19-Sports...		10010 · BGCSC...	393.38	31,157.54
General Jour...	11/27/2015	663			47410 · Be Great!	19-Sports...		24000 · Payroll ...	-1.00	31,156.54
General Jour...	11/27/2015	663			60110 · FICA	19-Sports...		24000 · Payroll ...	168.53	31,325.07
General Jour...	11/27/2015	663			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	30,959.08
General Jour...	11/27/2015	663			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,742.51	33,701.59
Bill	11/25/2015	00131...	C...	001311012096540...	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		33,701.59
Bill	11/25/2015	00131...	C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...	221.48	33,923.07
Deposit	11/24/2015			GENTLE YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-50.00	33,873.07
Deposit	11/24/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-24.00	33,849.07
Deposit	11/24/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-49.00	33,800.07
Deposit	11/24/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	33,765.07
Bill	11/19/2015		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	9.09	33,774.16
Bill	11/19/2015		Pr...	JAMES	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...	128.74	33,902.90
Bill	11/19/2015		C...	0013110119560201	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		33,902.90
Deposit	11/18/2015	2713		SPORTS PARK F...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	33,652.90
Deposit	11/18/2015	2117		SPORTS PARK F...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	33,402.90
Deposit	11/17/2015			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-40.00	33,362.90
Deposit	11/17/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-24.00	33,338.90
Deposit	11/17/2015			ZUMBA	47251 · Recreation ...	19-Sports...		10010 · BGCSC...	-4.00	33,334.90
Deposit	11/17/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	33,309.90
General Jour...	11/13/2015	662			47410 · Be Great!	19-Sports...		24000 · Payroll ...	-1.00	33,308.90
General Jour...	11/13/2015	662			60110 · FICA	19-Sports...		24000 · Payroll ...	135.63	33,444.53
General Jour...	11/13/2015	662			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	33,078.54
General Jour...	11/13/2015	662			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,235.75	35,314.29
Bill	11/12/2015		C...	Group #38706	60140 · Health Insur...	19-Sports...		20100 · Accoun...		35,314.29
Deposit	11/12/2015	4078		IMP BCH LITTLE ...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	35,064.29
Deposit	11/12/2015	2562		IMP BCH GIRLS ...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	34,814.29
Deposit	11/12/2015	41156		BASKETBALL OF...	47340 · Athletic Lea...	19-Sports...		10010 · BGCSC...	-275.00	34,539.29
Deposit	11/12/2015			YOGA	Sports Park	19-Sports...		10010 · BGCSC...	-165.00	34,374.29
Deposit	11/12/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-47.00	34,327.29
Deposit	11/12/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-41.00	34,286.29
Deposit	11/12/2015			???	46430 · Miscellaneo...	19-Sports...		10010 · BGCSC...	-5.00	34,281.29
Deposit	11/12/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-111.00	34,170.29
Check	11/06/2015	18791	S...	Updated pay in Pa...	24000 · Payroll Clea...	19-Sports...		10010 · BGCSC...	191.81	34,362.10
Deposit	11/03/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-102.00	34,260.10
Deposit	11/03/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-71.00	34,189.10
Deposit	11/03/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	34,164.10
Bill	11/03/2015	00131...	C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		34,164.10
Bill	11/03/2015	50131...	C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		34,164.10
General Jour...	10/30/2015	661			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	34,163.10
General Jour...	10/30/2015	661			60110 · FICA	19-Sports...		24000 · Payroll ...	119.59	34,282.69
General Jour...	10/30/2015	661			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-443.52	33,839.17
General Jour...	10/30/2015	661			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	1,928.97	35,768.14
Deposit	10/29/2015	00921...		VENDING SP	46420 · Concession...	19-Sports...		10010 · BGCSC...	-168.80	35,599.34

Boys & Girls Clubs of South County Find Report July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
Deposit	10/29/2015	2121		SPORTS PARK F...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	35,349.34
Deposit	10/29/2015	2726		SPORTS PARK F...	Sports Park	19-Sports...		10010 · BGCSC...	-250.00	35,099.34
Deposit	10/29/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-6.00	35,093.34
Deposit	10/29/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-28.00	35,065.34
Deposit	10/22/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-54.00	35,011.34
Deposit	10/22/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-49.00	34,962.34
Deposit	10/22/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	34,927.34
Check	10/21/2015	18742	A...	BATTLE AT THE ...	65120 · Licenses & ...	19-Sports...		10010 · BGCSC...	50.00	34,977.34
Check	10/21/2015	18751	E...	REFUND FOR PA...	65087 · Rental Expe...	19-Sports...		10010 · BGCSC...	75.00	35,052.34
Check	10/21/2015	18753	Br...	refund for 8 week ...	65160 · Other Costs	19-Sports...		10010 · BGCSC...	45.00	35,097.34
Bill	10/21/2015		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...		35,097.34
Deposit	10/16/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-24.00	35,073.34
Deposit	10/16/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-61.00	35,012.34
Deposit	10/16/2015			SKATE PARK RE...	47286 · Rental-Skat...	19-Sports...		10010 · BGCSC...	-500.00	34,512.34
Bill	10/13/2015	00131...	C...	0013110120965101	65035 · Telephone, ...	19-Sports...		20100 · Accoun...	219.26	34,731.60
Bill	10/13/2015	00131...	C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		34,731.60
Bill	10/13/2015	00131...	C...	0013110120965101	65035 · Telephone, ...	19-Sports...		20100 · Accoun...	253.56	34,985.16
Bill	10/13/2015	00131...	C...	0013110120965101	65038 · Internet Ser...	19-Sports...		20100 · Accoun...		34,985.16
Bill	10/12/2015	34937	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	35,015.16
Bill	10/09/2015	34779	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	134.95	35,150.11
Deposit	10/07/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-78.00	35,072.11
Deposit	10/07/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-30.00	35,042.11
Deposit	10/07/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-35.00	35,007.11
General Jour...	10/02/2015	659			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	35,006.11
General Jour...	10/02/2015	659			60110 · FICA	19-Sports...		24000 · Payroll ...	118.94	35,125.05
General Jour...	10/02/2015	659			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-443.52	34,681.53
General Jour...	10/02/2015	659			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	1,918.28	36,599.81
Bill	10/01/2015	2304896	C...	Group #38706	60140 · Health Insur...	19-Sports...		20100 · Accoun...		36,599.81
Bill	10/01/2015	34617	C...	FIRE MONITORING	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	36,629.81
Bill	10/01/2015	34618	C...	BUSINESS FIRE ...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	36,659.81
Deposit	10/01/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-77.00	36,582.81
Deposit	10/01/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-8.00	36,574.81
Deposit	10/01/2015			KICKBOXING SP	Sports Park	19-Sports...		10010 · BGCSC...	-159.00	36,415.81
Deposit	10/01/2015			ZUMBA SP	Sports Park	19-Sports...		10010 · BGCSC...	-12.00	36,403.81
Deposit	09/25/2015			KICKBOXING	47251 · Recreation ...	19-Sports...		10010 · BGCSC...	-30.00	36,373.81
Deposit	09/25/2015			ZUMBA	47251 · Recreation ...	19-Sports...		10010 · BGCSC...	-92.00	36,281.81
Bill	09/25/2015	00131...	C...		65035 · Telephone, ...	19-Sports...		20100 · Accoun...	171.00	36,452.81
Bill	09/25/2015	00131...	C...		65038 · Internet Ser...	19-Sports...		20100 · Accoun...	61.59	36,514.40
Deposit	09/24/2015	1022		BATTLE AT THE ...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-450.00	36,064.40
Deposit	09/24/2015			KICKBOXING	Sports Park	19-Sports...		10010 · BGCSC...	-60.00	36,004.40
Deposit	09/24/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-41.00	35,963.40
Deposit	09/24/2015			ZUMBA RENEWAL	47251 · Recreation ...	19-Sports...		10010 · BGCSC...	-25.00	35,938.40
Check	09/21/2015	18685	Tr...	Payroll Correction...	24000 · Payroll Clea...	19-Sports...		10010 · BGCSC...	31.01	35,969.41
Bill	09/21/2015		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...		35,969.41
General Jour...	09/18/2015	658			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	35,968.41
General Jour...	09/18/2015	658			60110 · FICA	19-Sports...		24000 · Payroll ...	94.87	36,063.28
General Jour...	09/18/2015	658			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	35,697.29
General Jour...	09/18/2015	658			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	1,530.31	37,227.60
Check	09/14/2015	18665	Ni...	Softballs	65075 · Athletic Lea...	19-Sports...		10010 · BGCSC...	66.00	37,293.60

Boys & Girls Clubs of South County Find Report July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
Check	09/14/2015	18665	Ni...	Saka La Beers forf...	65075 · Athletic Lea...	19-Sports...		10010 · BGCSC...	48.00	37,341.60
Check	09/14/2015	18665	Ni...	Mat Extension	65075 · Athletic Lea...	19-Sports...		10010 · BGCSC...	10.00	37,351.60
Check	09/14/2015	18666	A...	Deposit for Picnic ...	65160 · Other Costs	19-Sports...		10010 · BGCSC...	75.00	37,426.60
Check	09/14/2015	18669	Br...	refund - deposit fo...	65160 · Other Costs	19-Sports...		10010 · BGCSC...	75.00	37,501.60
Bill	09/08/2015	2290628	C...	Group #38706	60140 · Health Insur...	19-Sports...		20100 · Accoun...		37,501.60
Bill	09/08/2015		C...	Group #38706	60140 · Health Insur...	19-Sports...		20100 · Accoun...		37,501.60
General Jour...	09/04/2015	657			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	37,500.60
General Jour...	09/04/2015	657			60110 · FICA	19-Sports...		24000 · Payroll ...	104.71	37,605.31
General Jour...	09/04/2015	657			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	37,239.32
General Jour...	09/04/2015	657			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	1,688.74	38,928.06
Deposit	09/03/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-29.00	38,899.06
Deposit	09/01/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-12.00	38,887.06
Bill	09/01/2015	34258	C...	ALARM MONITO...	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	38,917.06
Bill	09/01/2015	34259	C...	FIRE MONITORING	62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	38,947.06
Deposit	08/28/2015			BALLEW RENTAL	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-135.00	38,812.06
Deposit	08/26/2015			SOFTBALL LEAG...	47340 · Athletic Lea...	19-Sports...		10010 · BGCSC...	-280.00	38,532.06
Deposit	08/26/2015			ZUMBA	Sports Park	19-Sports...		10010 · BGCSC...	-77.00	38,455.06
General Jour...	08/21/2015	656			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	38,454.06
General Jour...	08/21/2015	656			60110 · FICA	19-Sports...		24000 · Payroll ...	154.07	38,608.13
General Jour...	08/21/2015	656			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	38,242.14
General Jour...	08/21/2015	656			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	2,485.07	40,727.21
Bill	08/20/2015		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...		40,727.21
Deposit	08/11/2015			Music	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-20.00	40,707.21
Deposit	08/11/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-8.00	40,699.21
Deposit	08/11/2015			Deposit	46420 · Concession...	19-Sports...		10010 · BGCSC...	-3.00	40,696.21
Check	08/10/2015	18628	C...	Classes (Summer ...	62150 · Outside Con...	19-Sports...		10010 · BGCSC...	257.40	40,953.61
Check	08/10/2015	18629	P...	Guerra	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	75.00	41,028.61
General Jour...	08/07/2015	652			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	41,027.61
General Jour...	08/07/2015	652			60110 · FICA	19-Sports...		24000 · Payroll ...	121.65	41,149.26
General Jour...	08/07/2015	652			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-365.99	40,783.27
General Jour...	08/07/2015	652			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	1,590.35	42,373.62
Deposit	08/06/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-53.00	42,320.62
Deposit	08/06/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-33.00	42,287.62
Deposit	08/06/2015			Deposit	46420 · Concession...	19-Sports...		10010 · BGCSC...	-10.00	42,277.62
Deposit	08/06/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	42,252.62
Deposit	08/06/2015	1524		Sarmiento	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-235.00	42,017.62
Deposit	08/06/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-29.00	41,988.62
Deposit	08/06/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-37.00	41,951.62
Deposit	08/06/2015			Deposit	46420 · Concession...	19-Sports...		10010 · BGCSC...	-6.00	41,945.62
Deposit	08/06/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	41,920.62
Deposit	08/06/2015			Sandoval-Picnic A...	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-115.00	41,805.62
Deposit	08/05/2015	00672...		Vending Proceeds	46430 · Miscellaneo...	19-Sports...		10010 · BGCSC...	-163.12	41,642.50
Deposit	08/03/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-29.00	41,613.50
Bill	08/01/2015		C...	Group #38706	60140 · Health Insur...	19-Sports...		20100 · Accoun...		41,613.50
Bill	08/01/2015	33912	C...		62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	41,643.50
Bill	08/01/2015	33911	C...		62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	41,673.50
Check	07/30/2015		B...		60955 · Sales Tax	19-Sports...		10010 · BGCSC...	11.12	41,684.62
Check	07/28/2015	18612	G...	Refund Security D...	65160 · Other Costs	19-Sports...		10010 · BGCSC...	75.00	41,759.62
Check	07/28/2015	18613	Br...	Refund-Security D...	65087 · Rental Expe...	19-Sports...		10010 · BGCSC...	75.00	41,834.62

8:34 AM

11/08/16

Accrual Basis

Boys & Girls Clubs of South County Find Report July 2015 through June 2016

Type	Date	Num	N...	Memo	Account	Class	Clr	Split	Amount	Balance
General Jour...	07/24/2015	647			It Just Takes One	19-Sports...		24000 · Payroll ...	-1.00	41,833.62
General Jour...	07/24/2015	647			60110 · FICA	19-Sports...		24000 · Payroll ...	149.20	41,982.82
General Jour...	07/24/2015	647			24001 · Payroll Liabi...	19-Sports...		24000 · Payroll ...	-443.52	41,539.30
General Jour...	07/24/2015	647			60000 · Salaries & ...	19-Sports...		24000 · Payroll ...	1,950.12	43,489.42
Deposit	07/24/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-4.00	43,485.42
Deposit	07/23/2015	2675		IB Girls Softball	46435 · Grounds Ma...	19-Sports...		10010 · BGCSC...	-250.00	43,235.42
Deposit	07/23/2015	4130		IB Little League	46435 · Grounds Ma...	19-Sports...		10010 · BGCSC...	-250.00	42,985.42
Deposit	07/23/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-16.00	42,969.42
Deposit	07/23/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-41.00	42,928.42
Check	07/23/2015	18601	C...	Classes	62150 · Outside Con...	19-Sports...		10010 · BGCSC...	198.90	43,127.32
Bill	07/23/2015		C...		65038 · Internet Ser...	19-Sports...		20100 · Accoun...	104.00	43,231.32
Deposit	07/22/2015			Guerra	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-115.00	43,116.32
Bill	07/21/2015		Vi...	Acct #30 033667 0...	60150 · Dental/Visio...	19-Sports...		20100 · Accoun...		43,116.32
Check	07/20/2015	18597	Im...	Reimburse Tax Bil...	65135 · Grounds Ma...	19-Sports...		10010 · BGCSC...	398.84	43,515.16
Deposit	07/15/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-16.00	43,499.16
Deposit	07/13/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	43,474.16
General Jour...	07/10/2015	646			47410 · Be Great!	19-Sports...		10010 · BGCSC...	-0.93	43,473.23
General Jour...	07/10/2015	646			60110 · FICA	19-Sports...		10010 · BGCSC...	120.46	43,593.69
General Jour...	07/10/2015	646			24001 · Payroll Liabi...	19-Sports...		10010 · BGCSC...	-376.59	43,217.10
General Jour...	07/10/2015	646			60000 · Salaries & ...	19-Sports...		10010 · BGCSC...	1,575.01	44,792.11
Deposit	07/10/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-41.00	44,751.11
Deposit	07/10/2015			Deposit	46420 · Concession...	19-Sports...		10010 · BGCSC...	-2.00	44,749.11
Deposit	07/10/2015			Music Room	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-10.00	44,739.11
Deposit	07/10/2015			Deposit	46420 · Concession...	19-Sports...		10010 · BGCSC...	-8.00	44,731.11
Deposit	07/10/2015			Deposit	46420 · Concession...	19-Sports...		10010 · BGCSC...	-6.00	44,725.11
Check	07/09/2015	18551	C...	Classes	62150 · Outside Con...	19-Sports...		10010 · BGCSC...	198.90	44,924.01
Deposit	07/02/2015			Music Room	47506 · Sports Park ...	19-Sports...		10010 · BGCSC...	-10.00	44,914.01
Deposit	07/02/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-106.00	44,808.01
Deposit	07/02/2015			Deposit	46420 · Concession...	19-Sports...		10010 · BGCSC...	-16.00	44,792.01
Deposit	07/02/2015			Deposit	46420 · Concession...	19-Sports...		10010 · BGCSC...	-8.00	44,784.01
Deposit	07/02/2015			Zumba	Sports Park	19-Sports...		10010 · BGCSC...	-25.00	44,759.01
Bill	07/01/2015	33546	C...		62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	44,789.01
Bill	07/01/2015	35547	C...		62940 · Security Mo...	19-Sports...		20100 · Accoun...	30.00	44,819.01
Bill	07/01/2015	August	C...	Group #38706	60140 · Health Insur...	19-Sports...		20100 · Accoun...		44,819.01
Jul '15 - Jun 16									44,819.01	44,819.01



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: NOVEMBER 16, 2016

ORIGINATING DEPT.: CITY ADMINISTRATION

SUBJECT: DISCUSSION AND POTENTIAL DIRECTION FROM THE CITY COUNCIL IN RELATION TO COUNCILMEMBER COMPENSATION AND ALLOWING LEASHED DOGS TO BE WALKED ON THE BEACH

EXECUTIVE SUMMARY:

In accordance with Policy Number 116, any member of the City Council may request that an item be placed on a future City Council agenda by submitting a written request to the City Manager expressing the subject to be discussed. On October 19, 2016, Councilman Bilbray submitted a request to discuss two items that were approved on the Consent Agenda:

1. City Councilmember Compensation
2. Allow dogs on a leash to be walked on the beach between Palm Avenue and Imperial Beach Blvd. prior to 9:00 a.m.

Fiscal Impact: No impact anticipated at the discussion level.

Recommendation: Following City Council discussion and deliberation of the items identified by Councilman Bilbray, the City Council may direct staff to prepare any information to amend the Municipal Code as determined appropriate by the City Council.

- Options:**
- Direct staff to prepare detailed information regarding the subject items for consideration by the City Council at a future date together with the items previously identified by Councilman Bilbray and discussed by the City Council.
 - Direct staff to prepare Ordinance amendments to modify the Municipal Code as directed.
 - Direct staff to not prepare any amendments to the Municipal Code in relation to City Councilmember Compensation and/or allowing leashed dogs to be walked on the beach.

BACKGROUND/ANALYSIS:

The City Council has adopted Policy 116 which allows a member of the City Council to place an item on the agenda for review and consideration by the full body of the City Council. The process, as outlined, indicates that the City Councilmember should provide a written request to the City Manager who will place the request on the agenda of the City Council. The full membership of

the City Council can then direct staff to place the item(s) on a future agenda for discussion or direct staff to refrain from placing the item(s) on a future agenda. On October 19, 2016, the City Council, by adoption of the Consent Agenda, approved the request of Councilman Bilbray to place two items (Councilmember compensation and leashed dogs on the beach) on a future agenda of the City Council for discussion.

In order for the City Council to engage in a meaningful discussion, staff has included the current policies related to the items identified by Councilmember Bilbray:

- *City Councilmember Compensation*

Ordinance Number 703 (attached) was adopted by the City Council on January 20, 1987 and established City Councilmember compensation as \$300 per month. Because the compensation was established by Ordinance, any revision to the compensation would need to be adopted by amending the current Ordinance or by repealing and replacing the current Ordinance with a new Ordinance. An Ordinance requires a first and second reading by the City Council and includes a publication period of at least 30 days.

A key element of City Councilmember compensation is the timeframe in which the change in compensation become effective and how much the compensation can be increased. In accordance with Section 36516.5 of the California Government Code, a change in compensation does not apply during a current term of office. However, if a Councilmember is reelected, the change in compensation would apply.

A second element of the California Government Code, Section 36516 addresses how much the compensation can be increased. The base salary for Councilmembers was established at \$300 per month. That amount can be increased by 5% for each calendar year after the base salary is established. Because the Imperial Beach Councilmember compensation was established in 1987, it has been 29 years since the base was identified. Therefore, the compensation could be increased by 145% or up to \$735 per month.

- *Allow dogs on a leash to be walked on the beach between Palm Avenue and Imperial Beach Blvd. prior to 9:00 a.m.*

The Imperial Beach Municipal Code, Section 12.60.100 (A) states:

“Dogs are allowed in the beach area of the City if they are fastened or led by chains or leashes of suitable strength which are not more than six feet in length, and as long as the dogs are not in any beach area from Imperial Beach Boulevard to Palm Avenue.”

Councilman Bilbray is suggesting that dogs be allowed between Imperial Beach Boulevard between 5:00 a.m. and 9:00 a.m., but that the restriction remain in place at all other times.

The Imperial Beach Municipal Code must be amended by Ordinance. An Ordinance requires a first and second reading by the City Council and includes a publication period of at least 30 days.

SUMMARY

Staff has attempted to provide the current information about the subjects identified in the request by Councilmember Bilbray. It should be noted that there is likely more information available, but

the contents of this staff report provide a good baseline of information.

ENVIRONMENTAL DETERMINATION:

This is not a project as defined by CEQA.

Attachments:

1. Imperial Beach City Council Ordinance 703
2. California Government Code 36516
3. California Government Code 36516.5
4. Imperial Beach Municipal Code 12.60.100

ORDINANCE NO. 703

AN ORDINANCE OF THE CITY OF IMPERIAL BEACH
AMENDING ORDINANCE NO. 688 ESTABLISHING
CITY COUNCIL COMPENSATION.

The City Council of the City of Imperial Beach does hereby ordain as follows:

Section 1. That upon the election of a new member of the City Council, each member of the City Council shall be compensated at the rate of three hundred dollars (\$300.00) per month.

Section 2. This ordinance shall be published one (1) time in the official City newspaper within fifteen (15) days after its adoption and shall take effect thirty (30) days after its adoption.

FIRST READING: January 6, 1987

SECOND READING: January 20, 1987

PASSED AND ADOPTED by the City Council of the City of Imperial Beach at a regular meeting held this 20th day of January, 1987, by the following vote, to wit:

AYES: HARBIN, SCHUETTE, SMITH
NOES: MAHONEY
ABSENT: NONE

APPROVED:

Signature on file

HENRY B. SMITH
MAYOR
CITY OF IMPERIAL BEACH

ATTEST:

Signature on file

ESTHER M. WIGGINS
CITY CLERK
CITY OF IMPERIAL BEACH

APPROVED AS TO FORM:

CLIFTON E. REED
CITY ATTORNEY
CITY OF IMPERIAL BEACH



State of California

GOVERNMENT CODE

Section 36516

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including three hundred dollars (\$300) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including four hundred dollars (\$400) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including five hundred dollars (\$500) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including six hundred dollars (\$600) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including eight hundred dollars (\$800) per month.

(F) In cities over 250,000 population, up to and including one thousand dollars (\$1,000) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city

council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(Amended by Stats. 2009, Ch. 332, Sec. 68. (SB 113) Effective January 1, 2010.)



State of California

GOVERNMENT CODE

Section 36516.5

36516.5. A change in compensation does not apply to a councilman during his term of office; however, the prohibition herein expressed shall not prevent the adjustment of the compensation of all members of a council serving staggered terms whenever one or more members of such council becomes eligible for a salary increase by virtue of his beginning a new term of office.

(Added by Stats. 1966, 1st Ex. Sess., Ch. 12.)

Imperial Beach Municipal Code						ATTACHMENT 4	
Up	Previous	Next	Main		Search	Print	No Frames

[Title 12. STREETS, SIDEWALKS AND PUBLIC PLACES](#)
[Chapter 12.60. BEACHES](#)

12.60.100. Animal restrictions.

Except as provided below, it is unlawful for any person, firm or corporation to bring, leave, turn loose, ride, accompany or allow any animal, including but not limited to mammals, reptiles, and birds, in or upon the beach area of the City.

A. Dogs are allowed in the beach area of the City if they are fastened or led by chains or leashes of suitable strength which are not more than six feet in length, and as long as the dogs are not in any beach area from Imperial Beach Boulevard to Palm Avenue.

B. Service animals, usually dogs, that have been specially trained to help people with a disability, are allowed in the beach areas if the service animals are being used for such purposes.

C. Official law enforcement dogs or other animals that are under the control of law enforcement officers on official duty are allowed in the beach areas. (Ord. 2003-1005 § 1, 2003)

View the [mobile version](#).