



A G E N D A



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

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

APRIL 20, 2016

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

CLOSED SESSION MEETING – 5:30 P.M.

REGULAR MEETING– 6:00 P.M.

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

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

CLOSED SESSION MEETING CALL TO ORDER

ROLL CALL

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1)

Case No. 37-2016-00000183-CU-WM-CTL

ADJOURN CLOSED SESSION

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.*

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.

PRESENTATIONS (1.1-1.2)

1.1 * RECOGNITION OF I.B. FIREFIGHTERS FOR LIFESAVING EFFORTS. (0410-30)

1.2 * PRESENTATION ON ENVIRONMENTAL MONTH. (0230-40)

* No Staff Report

CONSENT CALENDAR (2.1-2.14)-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. (0300-25)

Recommendation: That the City Council approves the Regular Meeting Minutes of February 17 and March 16, 2016 and the Special Meeting Minutes of March 7, 2016.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

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

2.3 RESOLUTION NO. 2016-7699 APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SOUTH BAY UNION SCHOOL DISTRICT AND CITY OF IMPERIAL BEACH FOR CONSTRUCTION OF NEW FENCE ADJACENT TO SOUTH BAY UNION SCHOOL DISTRICT PROPERTIES. (1010-20)

Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2016-7688 AUTHORIZING AN AGREEMENT EXTENSION WITH CHANDLER ASSET MANAGEMENT FOR INVESTMENT MANAGEMENT SERVICES FOR AN ADDITIONAL YEAR. (0350-10)

Recommendation: Adopt resolution.

2.5 RECEIVE FEBRUARY 2016 TREASURER'S REPORT. (0300-90)

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

2.6 RESOLUTION 2016-7690 DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF IMPERIAL BEACH. (0230-40)

Recommendation: Adopt resolution.

2.7 RESOLUTION NO. 2016-7694 ADOPTING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMEC FOSTER WHEELER. (0230-70 & 0770-65)

Recommendation: Adopt resolution.

2.8 RESOLUTION NO. 2016-7682 FISCAL YEAR 2016 BUDGET AMENDMENT FOR PARKS RESTROOM DESIGN (P15-401). (0920-40 & 0920-70)

Recommendation: Adopt resolution.

2.9 RESOLUTION NO. 2016-7696 APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH SPECIAL ASSESSMENT DISTRICT AD-67M. (0345-10)

Recommendation: Adopt resolution.

2.10 RESOLUTION NO. 2016-7697 DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON. (0345-10)

Recommendation: Adopt resolution.

2.11 ADOPTION OF RESOLUTION NUMBER 2016-7693 AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE YMCA OF SAN DIEGO COUNTY PERMITTING STORAGE OF LIFEGUARD TOWERS, A PERSONAL WATERCRAFT AND A SEA/LAND CONTAINER WITH ITS CONTENTS ON THE YMCA CAMP SURF PROPERTY. (0130-70)

Recommendation: Adopt resolution.

Continued on Next Page

CONSENT CALENDAR (Continued)

2.12 ADOPTION OF RESOLUTION NUMBER 2016-7692 AUTHORIZING THE CITY MANAGER TO RENEW A LICENSE AGREEMENT WITH THE YMCA OF SAN DIEGO COUNTY PERMITTING PLACEMENT OF A LIFEGUARD TOWER ON THE SOUTHWEST CORNER OF THE YMCA CAMP SURF PROPERTY FOR OCEAN SAFETY OPERATIONS ON THE NORTHERNMOST PORTION OF THE IMPERIAL BEACH SHORELINE. (0130-70)

Recommendation: Adopt resolution.

2.13 RESOLUTION NO. 2016-7691 AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY. (0390-86)

Recommendation: Adopt resolution.

2.14 ADOPTION OF RESOLUTION NO. 2016-7689 AWARDED CONTRACT TO PDC FOR THE 100% CONSTRUCTION DRAWINGS FOR PALM AVENUE/ SR 75 COMMERCIAL CORRIDOR STREETScape PLAN (MF 1171). (0740-10)

Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.2)

5.1 VACANT SEACOAST LOT ACTIVATION. (0920-35)

Recommendation: That the City Council receives the report and provides recommendations on the specific implementation ideas defined in proposed Phase I and Phase II Activation.

5.2 RESOLUTION NO. 2016-7698 APPROVING THE APPLICATION FOR AN ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT FOR COMPLETE STREETS IMPROVEMENTS TO IMPERIAL BEACH BOULEVARD AND APPROPRIATING \$16,950 FOR CITY ENGINEER TO PREPARE AND SUBMIT THE GRANT APPLICATION. (0390-86 & 0720-25)

Recommendation: Adopt resolution.

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

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

FEBRUARY 17, 2016

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

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

CLOSED SESSION MEETING CALL TO ORDER

Mayor Dedina called the Closed Session meeting to order at 5:00 p.m.

ROLL CALL BY CITY CLERK

Councilmembers Present:	Bragg, Patton, Bilbray (arrived at 5:27 p.m.)
Councilmembers Absent:	None
Mayor Present:	Dedina
Mayor Pro Tem Present:	Spriggs
Staff Present:	City Manager Hall, City Attorney Lyon, City Clerk Hald

CLOSED SESSION

City Attorney Lyon announced the following Closed Session conflicts:

Item 1: Mayor Pro Tem Spriggs has a potential conflict of interest due to the location of his residence.

Item 3: She will not participate in the discussion of the item since the law firm of McDougal, Love, Eckis, Boehmer & Foley has a potential conflict because they also represent the City of Coronado.

CONSENSUS OF CITY COUNCILMEMBERS PRESENT TO ADJOURN TO CLOSED SESSION UNDER:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code section 54956.9(d)(1)
Case No. 37-2013-00081555-CU-EI-CTL
- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Government Code section 54956.8
Property: APN: 625-241-02-00
Agency Negotiator: City Manager, City Attorney
Negotiating Party: Sawhney Family LTD Partnership
Under Negotiation: Price and terms of payment
- 3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code section 54956.9(d)(1)
Case No. 37-2016-00000183-CU-WM-CTL

Mayor Dedina adjourned the meeting to Closed Session at 5:01 p.m. and he reconvened the meeting to Open Session at 6:00 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.

Reporting out of Closed Session, City Manager Hall announced City Council discussed Closed Session Item No. 3, City Council gave direction and no reportable action was taken.

ADJOURN CLOSED SESSION

Mayor Dedina adjourned the Closed Session meeting at 6:01 p.m.

REGULAR MEETING CALL TO ORDER

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

ROLL CALL BY CITY CLERK

Councilmembers Present:	Bragg, Patton, Bilbray
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, City Planner Nakagawa, City Planner Foltz, Administrative Services Director Bradley

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Elizabeth Carson from Nestor Language Academy Charter School.

AGENDA CHANGES

None.

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

Councilmember Patton reported on his attendance at the South County Economic Development Council meeting where there was a speaker from Baja California who spoke about tourism.

Councilmember Bragg reported her attendance at the SANDAG Transportation Committee meeting where there was a presentation on SANDAG's proposed ballot measure for a half-cent sales tax.

Mayor Dedina recognized the Boys & Girls Club, City staff, sponsors and Councilmembers for making the State of the City event a success. He reported on his and Councilmember Bragg's attendance at the SANDAG policy meeting where there was a discussion on the Regional Transportation Plan. He recognized the Sheriff's Department for working with the community and for using intelligence based policing.

COMMUNICATIONS FROM CITY STAFF

Public Works Director Levien introduced Crystal Celis, the new Customer Service Specialist.

Public Safety Director French reminded everyone to never leave candles unattended and to keep candles away from combustibles and children.

PUBLIC COMMENT

Matt McCoy, representing IB Girls Softball, spoke about a fundraiser event and upcoming games.

Pastor John Griffin, United Methodist Church, representing a group of citizens concerned with the issue of alcohol sales in the City of Imperial Beach, asked City Council to consider adoption of a deemed approved conditional use permit ordinance for alcohol establishments that includes a fee structure to offset administrative and law enforcement costs.

James De la Cerna, representing the Boys & Girls Club, showed a PowerPoint presentation on recent events that took place at the Sports Park and he spoke about upcoming classes/events that will be held at the Sports Park.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.9)

A revised Resolution No. 2016-7665 was submitted as Last Minute Agenda Information for Item No. 2.3.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.9. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES. (0300-25)

City Council approved the Regular Meeting Minutes of November 4, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Council ratified the warrant register.

2.3 ADOPTION OF RESOLUTION NO. 2016-7665 AUTHORIZING SUBMITTAL OF SENIOR CENTER HRP GRANT APPLICATION. (0390-86 & 0930-20)

Received report and adopted resolution.

2.4 RESOLUTION NO. 2016-7663 ADOPTING THE CITY'S SALARY SCHEDULE PLAN FOR FY 2015-2017 AND AMENDING THE CITY'S SALARY SCHEDULE PLANS FOR FY 2011-2013 & 2013-2015. (0520-75)

Approved resolution.

2.5 RECEIVE DECEMBER 2015 TREASURER'S REPORT. (0300-90)

City Council received the monthly Treasurer's Report.

2.6 RESOLUTION NO. 2016-7669 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT IN 1300 BLOCK DONAX AVENUE; RESOLUTION NO. 2016-7670 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT IN 1300 BLOCK ELM AVENUE; AND RESOLUTION NO. 2016-7671 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT IN 900-1000 BLOCKS FERN AVENUE. (0810-20)

Adopted resolutions.

2.7 PUMP STATION NO. 10 EMERGENCY REPAIR - UPDATE REPORT. (0830-35)

Acknowledged the award of the contract with Charles King, Inc. and that the proposed work was awarded at a cost of \$136,855, well under the engineer's estimate.

2.8 AUTHORIZATION TO SUBMIT LETTER OF OPPOSITION TO SB 876 ON PREEMPTION OF LOCAL AUTHORITY AND INCONSISTENCY WITH LOCAL LAWS AND REGULATIONS. (0460-20)

Authorized staff to prepare a letter of opposition for signature by the Mayor and members of the City Council in opposition of SB 876.

2.9 CONSIDERATION OF RESOLUTION NO. 2016-7667 AUTHORIZING THE DEDICATION OF RIGHT-OF-WAY INTO THE CITY'S STREET SYSTEM RELATED TO RELINQUISHMENT RECEIVED FROM CALTRANS FOR A PORTION OF STATE ROUTE 75 TO FURTHER FACILITATE THE REALIGNMENT OF THE PALM AVENUE/STATE ROUTE 75 INTERSECTION AND RIGHT-OF-WAY ADJACENT TO THE PROPOSED BREAKWATER PROJECT. (0740-10)

Adopted resolution.

ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3.1)

3.1 INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2016-1155: COASTAL COMMISSION STIPULATED MODIFICATIONS TO THE ZONING IMPLEMENTATION OF THE 2013-2021 IMPERIAL BEACH HOUSING ELEMENT. MF 1060. (0660-95)

Mayor Dedina declared the public hearing open.

Assistant City Manager Dush gave a PowerPoint presentation on the item.

City Clerk Hald announced no speaker slips were submitted.

Mayor Pro Tem Spriggs raised concern about the intrusion of the California Coastal Commission (CCC) into matters that should be within the City's purview by use of language that goes beyond the Local Coastal Program (LCP) and Zoning regulations.

Assistant City Manager Dush stated staff met with CCC staff three times regarding this issue. Based on discussions among staff, the language would not have an impact upon how we would implement our codes and LCP.

City Clerk Hald read the title of Ordinance 2016-1155 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH MODIFYING, PURSUANT TO COASTAL COMMISSION CERTIFICATION ORDER, ORDINANCE NO. 2014-1146 THAT AMENDED TITLE 19 (ZONING) OF THE IMPERIAL BEACH MUNICIPAL CODE THAT PROPOSED IMPLEMENTING PROGRAMS 12 AND 13 OF THE 2013-2021 (5TH CYCLE) HOUSING ELEMENT. MF 1060."

Without dissent from City Council, Mayor Dedina closed the public hearing.

MOTION BY BILBRAY, SECOND BY BRAGG, TO WAIVE FURTHER READING IN FULL OF ORDINANCE NO. 2016-1155 AND SET THE MATTER FOR ITS SECOND READING AND ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (4.1-4.2)

4.1 ERIC WILSON, DONAX GARDEN, LLC (APPLICANT); CONSIDERATION OF ADMINISTRATIVE COASTAL PERMIT (ACP 150007), DESIGN REVIEW CASE (DRC 150008), SITE PLAN REVIEW (SPR 150009), TENTATIVE MAP (TM 150010), AND CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN-FILL DEVELOPMENT) FOR THE DEMOLITION OF ONE EXISTING BUILDING AND CONSTRUCTION OF EIGHT NEW RESIDENTIAL CONDOMINIUM UNITS AT 808 13TH STREET (APN 626-342-15-00). MF 1178. (0600-20)

Mayor Dedina declared the public hearing open.

City Planner Foltz gave a PowerPoint presentation on the item. In response to Councilmember Bragg, he stated the lighting plan will be provided during the building permit process.

Councilmember Bragg requested consideration of additional street lighting in concert with this project.

In response to questions of City Council, Eric Wilson, Donax Garden, LLC, applicant, stated the landscaping will have drought tolerant plants and be maintained by the HOA. He also stated that the properties will be median income priced homes and they are interested in starting the project as quickly as possible.

City Planner Foltz stated maintenance of the landscaping (as proposed) is a condition of approval. If in the future it is found in disrepair, they would be in violation of their permit and the

City could act on it.

Mayor Dedina thanked the applicant for submitting a great project and for working with the Design Review Board and City staff.

Without dissention from City Council, Mayor Dedina closed the public hearing.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO CHOOSE COLOR SCHEME NO. 1 AND ADOPT RESOLUTION NO. 2016-7668, APPROVING ADMINISTRATIVE COASTAL PERMIT (ACP 150007), DESIGN REVIEW CASE (DRC 150008), SITE PLAN REVIEW (SPR 150009), TENTATIVE MAP (TM 150010), AND CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN-FILL DEVELOPMENT) FOR THE DEMOLITION OF ONE EXISTING BUILDING AND CONSTRUCTION OF EIGHT NEW RESIDENTIAL CONDOMINIUM UNITS AT 808 13TH STREET (APN 626-342-15-00). MOTION CARRIED UNANIMOUSLY.

Councilmember Bragg clarified that she voted no on color scheme no. 1 and voted yes on the approval of the resolution.

4.2 ADOPTION OF RESOLUTION NO. 2016-7664 APPROVING THE PALM AVENUE/ SR 75 COMMERCIAL CORRIDOR STREETScape PLAN (MF 1171). (0740-10)

Mayor Dedina declared the public hearing open.

Assistant City Manager Dush introduced the consulting team and gave a PowerPoint presentation on the item. In response to Mayor Pro Tem Spriggs, he spoke about the City's efforts in coordinating with the City of San Diego to ensure a seamless transition into Imperial Beach. He also explained that should Imperial Beach move forward with local access lanes, there would not be a conflict with the City of San Diego's design because the lanes are not proposed in the East End Sector. He further explained that the local access lanes are an optional component in the Mid-Town Sector and that the City is preserving the option for local access roads in the future. If there is a desire not to do them the City would not have to do another Mitigated Negative Declaration.

No public speaker slips were submitted.

In response to Mayor Pro Tem Spriggs question regarding the Navy's input and concerns, City Manager Hall stated the Navy has reviewed the plan and provided input. He also stated the Navy would like to preserve the ability to take large machinery down the road.

Wes Bomyea, Community Plans & Liaison, Naval Base Coronado, stated that he participated in almost all of the reviews of the project and the only concern of the Navy is getting equipment through the area.

Aronold Torma, Senior Traffic Engineer with KOA, stated he understood the Navy's concern with moving equipment (width and height) and not necessarily speed. He noted that currently the corridor is run by Caltrans for the benefit of moving traffic without creating an identity for the local community. He also spoke about concerns with the long signal cycle times. He stated that there may be delay in the future but there are locations that get better and other areas that may get worse but there will be balance. He was hopeful that the experience will dampen the sense for speed so drivers are not racing from light to light to get through the corridor.

Councilmember Patton spoke in opposition to local access roads.

Councilmember Bragg stated this project is critical to the quality of life for the people in Imperial Beach and she expressed concern about local access roads and impacts on traffic flow.

Councilmember Bilbray also expressed concern about local access roads and suggested that

the concept be eliminated.

Mayor Dedina concurred with elimination of the local access roads, he commented on how the local access roads have taken attention away from the positive aspects of the project as a whole and he encouraged everyone to focus on obtaining funds to improve the corridor.

Councilmember Patton suggested that the local access road be kept on paper in case it is needed in the future.

Assistant City Manager Dush stated that he understood Council's direction but if for some reason there isn't a different alternative, the City has preserved all of its options through the MND.

Without dissention from City Council, Mayor Dedina closed the public hearing.

MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2016-7664 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING DESIGN REVIEW CASE (DRC) 150039 AND MITIGATED NEGATIVE DECLARATION (SCH #2015041055) FOR THE PALM AVENUE/ SR 75 COMMERCIAL CORRIDOR STREETScape PLAN. MF 1171. MOTION CARRIED UNANIMOUSLY.

REPORTS (5.1-5.3)

5.1 REQUEST FOR APPROVAL OF RESOLUTION NO. 2016-7672 AUTHORIZING CONSTRUCTION OF AN OUTDOOR GYM AT VETERAN'S PARK TOGETHER WITH AN APPROPRIATION OF FUNDS NOT TO EXCEED \$20,000. (0940-10)

City Manager Hall thanked Councilmember Patton and Mr. Rios from IB Cross Fit for working with him on this project. He gave a PowerPoint presentation on the item.

Councilmember Patton discussed some of the equipment that can be used for the outdoor gym and he spoke about continuing to work with staff on finding other areas for outdoor gyms.

James Moran (didn't speak) indicated support for the item.

Josie Hamada was pleased that the proposed location for the outdoor gym is not the same section where she has seen families, dogs and training taking place.

Councilmember Bragg thanked Councilmember Patton, City Manager Hall and Mr. Rios for addressing concerns that were previously raised and she supported installation of similar equipment in other areas of the City.

Mayor Dedina thanked Councilmember Patton and City Manager Hall for their efforts and he spoke in support for identifying other areas of the City to install exercise equipment.

MOTION BY PATTON, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2016-7672 AUTHORIZING THE CONSTRUCTION OF AN OUTDOOR GYM WITHIN VETERAN'S PARK AND AN APPROPRIATION OF NOT TO EXCEED \$20,000 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE OR OTHER APPROPRIATE FUNDING SOURCE AS IDENTIFIED BY THE CITY MANAGER. MOTION CARRIED UNANIMOUSLY.

5.2 UPDATE FROM AD HOC COUNCIL COMMITTEE FOR COMMERCIAL ZONING REVIEW. (0410-05 & 0610-05)

Assistant City Manager Dush reported on the item stating the Ad Hoc Council Committee (consisting of Mayor Pro Tem Spriggs and Councilmember Patton) had an initial finding that there is a need to consider an urgency ordinance that would preclude exclusive residential projects in Mixed-Use Zones.

Mayor Pro Tem Spriggs summarized the efforts of the Ad Hoc Council Committee and reported there is an urgent need to close the loophole that allows for solely residential properties in Commercial Mixed-Use Zones. The individuals who raised concerns about the interpretation and implementation of Commercial Zoning are Elizabeth Shapiro, Michael Carey and Diane Rose.

Councilmember Patton also commented on the committee's ongoing efforts to work with residents to address their concerns.

Stu Wilson expressed concern about having the rules change. He stressed that the rules should be known upfront before properties are purchased and projects are designed.

Dante Pamintuan supported comments made by Mr. Wilson. He spoke in support for being developer-friendly and for mixed-use development. He expressed concern about delays, the possibility of scaring people away and he opposed the item.

Steve Waldron expressed concern that an urgent proposition might affect the City in the long term and stated a proper study can yield better results.

Councilmember Bragg expressed concern about moving forward without further review.

City Attorney Lyon reviewed the process for considering and adopting an interim urgency ordinance.

City Manager Hall announced letters of support for an urgency ordinance from Michael Carey and Diane Rose were submitted as Last Minute Agenda Information.

Mayor Dedina commented that the commercial zoning review process took years in the making, a lot of money and involved experienced people. He expressed concern that within a few years an ad hoc committee and a few members of the community are recommending changes through an urgency ordinance process. He spoke in support for a transparent and deliberative process that includes community input, further analysis and review. He noted that he did not have enough information to make a decision at this time. He also stated that he had anticipated the committee returning to the City Council one time with a summation of their recommendations and not continuing to return to City Council with a series of their recommendations. He asked that the City Council be provided with a timeline and all the alternatives on how to move forward with changes, not just the option for an urgency ordinance.

Councilmember Bilbray stated there was no intention to have solely residential buildings in the Commercial Mixed -Use Zone and supported moving forward with fixing the loophole.

Councilmember Bragg agreed with Councilmember Bilbray's comments but expressed concern about meeting the findings for of an urgency ordinance. She supported a more thorough discussion on the issues.

Mayor Pro Tem Spriggs stated that under the new zoning plan, there was no intention to have purely residential development in Commercial Mixed-Use Zones. He clarified that this matter is being presented to City Council before the committee issues its final report in order to try to avoid the unintended consequence of developers placing exclusive housing projects in areas that should be mixed-use developments.

City Manager Hall spoke about the urgency ordinance process and how project applications would be handled during that timeframe.

Councilmember Patton stated the committee, along with staff, can bring back more information and include highlights of their meetings. He spoke in support for focusing on items that are obtainable.

Mayor Pro Tem Spriggs stated the committee can identify a range of issues of concern, work with staff on addressing those issues and submit a report to City Council at a future meeting or workshop.

5.3 BI-ANNUAL INVESTMENT REPORT PRESENTED BY CHANDLER ASSET MANAGEMENT. (0920-70)

Item rescheduled for a future date by prior City Council action.

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR

None.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the regular meeting at 8:34 p.m.

Serge Dedina,
Mayor

Jacqueline M. Hald, MMC
City Clerk

DRAFT

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

MARCH 16, 2016

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

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

CLOSED SESSION MEETING CALL TO ORDER

Mayor Dedina called the Closed Session meeting to order at 5:30 p.m.

ROLL CALL

Councilmembers present: Bilbray (arrived at 5:45 p.m.), Bragg
Councilmembers absent: Patton
Mayor Present: Dedina
Mayor Pro Tem Present: Spriggs
Staff Present: City Manager Hall, City Attorney Lyon, City Clerk Hald

CLOSED SESSION

CONSENSUS OF CITY COUNCILMEMBERS PRESENT TO ADJOURN TO CLOSED SESSION UNDER:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:
Properties: 761, 771, 781, 791, 801, and 881 Palm Ave., Imperial Beach, CA 91932
Agency Negotiator: City Manager and City Attorney
Negotiating Parties: Sudberry Properties, Inc.
Under Negotiation: Instruction to Negotiator will concern price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1)
Case No. 37-2016-00000183-CU-WM-CTL

Mayor Dedina adjourned the meeting to Closed Session at 5:31 p.m. and he reconvened the meeting to Open Session at 6:01 p.m.

Reporting out of Closed Session, City Manager Hall announced Closed Session Item No. 1 was not discussed because it was determined that a discussion was not necessary; City Council discussed Closed Session Item No. 2 and no reportable action was taken.

City Attorney Lyon announced her office did not participate on Closed Session Item No. 2 due to a potential conflict of interest.

ADJOURN CLOSED SESSION

Mayor Dedina adjourned the Closed Session meeting at 6:01 p.m.

REGULAR MEETING CALL TO ORDER

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

ROLL CALL

Councilmembers present: Bilbray, Bragg, Patton
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, Senior Planner Foltz, Public Works Director Levien, Administrative Services Director Bradley

PLEDGE OF ALLEGIANCE

Monique Cortez, a 6th Grader from Nicoloff Elementary School, led the Pledge of Allegiance.

AGENDA CHANGES

Mayor Pro Tem Spriggs requested Item Nos. 2.2 and 2.8 be pulled off the Consent Calendar for discussion at the end of the agenda.

City Manager Hall requested taking Item No. 5.1 after the Consent Calendar.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO TAKE ITEM NOS. 2.2 AND 2.8 OFF THE CONSENT CALENDAR FOR DISCUSSION AT THE END OF THE AGENDA AND TO TAKE ITEM NO. 5.1 IMMEDIATELY AFTER THE CONSENT CALENDAR. MOTION CARRIED UNANIMOUSLY.

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

Councilmember Patton reported on his attendance at the South County Economic Development Council meeting and he encouraged everyone to support local businesses by shopping in IB.

Councilmember Bragg reported that as Chair of the MTS Accessible Services Advisory Committee, she met with Congressional Representatives in Washington, D.C. to obtain \$8 million for seventy new paratransit vehicles that run on propane. She made the following announcements: the launch of the City's Commemorative Brick Program, the Chamber of Commerce and BID are hosting Taste of IB this weekend, and she encouraged the community to gather their historical items for the Imperial Beach history booth that will be at the Mayor's Breakfast.

Mayor Pro Tem Spriggs announced his reappointment to serve on the Citizens Forum for the International Boundary and Water Commission. He reported on his attendance, along with Mayor Dedina, at the SANDAG Board of Directors retreat.

Mayor Dedina reported he and Councilmember Spriggs attended the Little League Opening Night. He spoke about presenting a Proclamation in recognition of the Mar Vista Mariners girl's water polo team winning CIF. He announced the Empty Lot Community Open House is on March 22 and that IB Beautiful gave \$10,000 to go towards the project. IB Beautiful also gave \$8,000 to help improve the AT&T building. He expressed concern about the potential for Zika virus in the Tijuana River Valley and efforts to meet with various agencies to address the issue. He spoke about IB Connection, a new newspaper in Imperial Beach. He spoke about the importance of raising awareness about Multiple Sclerosis and read a Proclamation in recognition of Multiple Sclerosis Awareness Week.

Brian Barreto, External Affairs Representative for California American Water, presented the City with a check in the amount of \$65,000 for the Triangle Park Project.

COMMUNICATIONS FROM CITY STAFF

Public Safety Director French spoke about raising \$3,500 for the Burn Institute during a boot drive held on March 2. The next fundraiser will be the Demolition Derby at the San Diego County Fair Grounds on June 4.

Assistant City Manager Dush spoke about the upcoming Empty Lot Community Open House is on March 22.

PUBLIC COMMENT-

Tim O'Neal submitted a photo of the old boardwalk and requested removal of it in a dignified way.

Joe Gallagher asked City Council to consider installation of a fenced dog park in Imperial Beach.

Pam Gallagher spoke in support for having a social outlet for dogs and owners. She suggested placement of a dog park at Veterans Park.

June Engel, Branch Manager of the IB Library, introduced Grace Delgado, a new library staff member.

John Detommaso complained about absentee landlords/owners who do not take care of their property. He also complained about water quality and questioned if the name Tijuana Slough can be changed.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1, 2.3-2.7, 2.9 & 2.10)

MOTION BY BILBRAY, SECOND BY PATTON, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1, 2.3 THROUGH 2.7, 2.9 & 2.10. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES. (0300-25)

The City Council approved the Regular Meeting Minutes of January 20, 2016.

2.3 SECOND READING/ ADOPTION OF ORDINANCE NO. 2016-1155 COASTAL COMMISSION STIPULATED MODIFICATIONS TO THE ZONING IMPLEMENTATION OF THE 2013-2021 IMPERIAL BEACH HOUSING ELEMENT. MF 1060. (0660-95)

The City Council adopted Ordinance No. 2016-1155 by title only and waived further reading in full of the ordinance.

2.4 RESOLUTION NO. 2016-7678 TO CONFIRM THE REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM (RTCIP) PROJECT PLAN ADOPTED IN MARCH 2008. (0680-95)

Adopted resolution.

2.5 RESOLUTION NO. 2016-7677 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN ENGINEER'S "REPORT" FOR A SPECIAL ASSESSMENT DISTRICT – AD-67M. (0300-90)

Adopted resolution.

2.6 RESOLUTION NO. 2016-7681 TO APPROVE BANKING SERVICES WITH CHASE BANK. (0320-10)

Adopted resolution.

2.7 RECEIVE JANUARY 2016 TREASURER'S REPORT. (0300-90)

The City Council received the monthly treasurer's report.

2.9 RESOLUTION NO. 2016-7686 – RESPONSE TO THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL. (0260-20)

Adopted Resolution No. 2016-7686 objecting to the requested condition modification and directing staff to transmit this objection to ABC.

2.10 UPDATE ON 60TH ANNIVERSARY AND REQUEST TO APPROVE RESOLUTION NO. 2016-7687 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS RELATED TO 60TH ANNIVERSARY ACTIVITIES AND APPROVING AN AMENDMENT TO THE FY 2015-2016 BUDGET BY APPROPRIATING \$7,000 FROM THE GENERAL FUND TO A 60TH ANNIVERSARY ACTIVITIES BUDGET. (1040-10)

Adopted resolution.

REPORTS (5.1)

5.1 BI-ANNUAL INVESTMENT REPORT PRESENTED BY CHANDLER ASSET MANAGEMENT. (0350-90)

Administrative Services Director Bradley introduced the item.

Jayson Schmitt, Senior Vice President and Portfolio Manager with Chandler Asset Management Group, gave an economic update and reviewed the City's Investment Report for period ending June 30, 2015. He responded to questions of City Council regarding the future of the housing market and management of the portfolio while dealing with inflation. He noted that with the current investment policy, the City has the ability to use most tools available in the state code.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ACCEPT THE BI-ANNUAL INVESTMENT REPORT FROM CHANDLER ASSET MANAGEMENT. MOTION CARRIED UNANIMOUSLY.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4.1-4.3)

4.1 SUDBERRY–PALM, LLC (APPLICANT); CONSIDER THE MODIFICATION OF CERTAIN CONDITIONS OF APPROVAL OF RESOLUTION 2011-7131 FOR THE BREAKWATER DEVELOPMENT (ALSO KNOWN AS 9TH & PALM). MF 1062. (0600-20)

Mayor Dedina declared the public hearing open.

Assistant City Manager Dush gave a PowerPoint presentation on the item.

Colton Sudberry announced the ground breaking will happen in less than a month, he spoke about some of the tenants that will locate in the new center, he requested approval of the modifications, and he described the design features of the project and spoke about the grocery store chain Grocery Outlet.

Councilmember Bragg and Mayor Dedina recognized Sudberry Properties for their dedicated efforts through the long redevelopment process and for embracing the community.

Carson Dollick expressed concern about the condition of the alley over time.

Jack Fisher stated there are cracks in the alley and manhole covers that are bumpy. He requested that the areas be built to City standards, he supported a ground roots relationship with the neighborhood, he expressed concern about cars entering and exiting the southern entrance at high rates of speed and he spoke about making safety a priority.

City Manager Hall stated some areas of the alley will be replaced completely and other areas will be repaired.

Without dissent from the City Council, Mayor Dedina closed the public hearing.

MOTION BY PATTON, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2016-7684, AUTHORIZING MODIFICATIONS TO CERTAIN CONDITIONS OF APPROVAL PROVIDED IN RESOLUTION 2011-7131 RELATED TO IMPROVEMENTS IN AND ADJACENT TO THE ALLEY. MOTION CARRIED UNANIMOUSLY.

4.2 PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 2016-7679 FOR TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2017 THROUGH 2021. (0680-80)

City Attorney Lyon announced Mayor Dedina recused himself from discussion on the item due to a potential conflict of interest as his residence is within 500 feet of one of the street projects.

Mayor Dedina left Council Chambers at 7:22 p.m.

Mayor Pro Tem Spriggs declared the public hearing open.

Public Works Director Levien gave a PowerPoint presentation on the item.

City Clerk Hald announced no speaker slips were submitted.

Without dissent from the City Council, Mayor Pro Tem Spriggs closed the public hearing.

MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2016-7679 AUTHORIZING CITY STAFF TO SUBMIT ATTACHMENT 2 OF THE STAFF REPORT 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: NONE
DISQUALIFIED: COUNCILMEMBERS: DEDINA

City Manager Hall suggested City Council proceed with Item No. 5.2 since Mayor Dedina has a potential conflict of interest on the item because his residence place of employment is within 500 feet of the project. (Note: Correction)

REPORTS (5.2)

5.2 ELM AVENUE IMPROVEMENT PROJECT – SEACOAST DRIVE TO 7TH STREET – PRE-BID REVIEW. (0720-10)

Public Works Director Levien gave a PowerPoint presentation on the item. In response to questions raised by City Council, he reviewed the funding, gave an overview of the parking and drop off locations, and discussed community outreach efforts. He confirmed that the contractors will notify the residents about parking restrictions due to construction. He also stated that he can place construction information online and also send it out through e-mail.

Councilmember Bragg suggested use of the digital sign as well as the Mar Vista High School marquee sign to inform the public about project construction.

Paula Hall, Board Member of Sweetwater Union High School District (SUHSD), expressed concern that the project was not brought before the SUHSD Board and requested more information on the project. She stated major construction that will take place at the school needs to be considered and she suggested that the City contact their new facilities personnel.

Public Works Director Levien reviewed the history of the project and the ongoing discussions and meetings held with the school districts.

City Manager Hall stated the school districts and the school principals have been involved in the process and all agreed to what is being presented tonight. He cautioned that any changes made now would have to go back to the neighborhood for their review.

Mayor Pro Tem Spriggs suggested that Public Works Director Levien bring the school district up to date on the project.

Councilmember Bragg stated that the City has demonstrated a constant partnership with the School Districts. She also stated that the City has done its due diligence and no additional meetings are needed.

Councilmember Patton suggested Public Works Director Levien obtain more information on the future construction projects planned at the high school.

Public Works Director Levien suggested that the City proceed with advertising and at the same time schedule a briefing with the SUHSD Board.

Councilmember Bilbray spoke in opposition to the installation of stop signs and suggested that it be postponed for now. Noting that it is easier to install stop signs than to remove them, he suggested waiting to see how narrowing the streets and the raised speed table will control traffic. He spoke in support for advertising the project.

MOTION BY BILBRAY, SECOND BY BRAGG, TO APPROVE PROCEEDING ADVERTISEMENT OF THIS PROJECT.

Mayor Pro Tem Spriggs stated that the motion is different than the motion recommended by staff.

Councilmember Bilbray agreed to modify his motion to be consistent with staff's recommendation and to include Councilmember Patton's friendly amendment.

Councilmember Patton offered a friendly amendment to include: Public Works Director Levien to meet with the SUHSD Board and other appropriate people to be on the same page.

MOTION BY BILBRAY, SECOND BY PATTON, TO APPROVE OF THE FINAL SCOPE OF WORK, AUTHORIZE STAFF TO PROCEED WITH THE PROJECT'S REQUEST FOR PROPOSALS IN MARCH 2016 OR AS SOON THEREAFTER AS POSSIBLE AND FOR PUBLIC WORKS DIRECTOR LEVIEN TO MEET WITH THE SWEETWATER UNION HIGH SCHOOL DISTRICT BOARD AND OTHER APPROPRIATE PEOPLE TO BE ON THE SAME PAGE. MOTION CARRIED BY THE FOLLOWING VOTE:

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

Mayor Dedina returned to Council Chambers at 8:03 p.m.

4.3 RESOLUTION NO. 2016-7674, RESOLUTION NO. 2016-7675 AND RESOLUTION NO. 2016-7676 PUBLIC HEARING REGARDING FORMATION OF AN UNDERGROUND UTILITY DISTRICT – 1300 BLOCK DONAX AVENUE UNDERGROUND UTILITY DISTRICT; 1300 BLOCK ELM AVENUE UNDERGROUND UTILITY DISTRICT AND 900-1000 BLOCKS FERN AVENUE UNDERGROUND UTILITY DISTRICT (0600-20)

Mayor Dedina declared the public hearing open.

Public Works Director Levien gave a report on the item.

No public speaker slips were submitted.

Without dissent from the City Council, Mayor Dedina closed the public hearing.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2016-7674, ESTABLISHING THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT – 1300 BLOCK DONAX AVENUE UNDERGROUND UTILITY DISTRICT. MOTION CARRIED UNANIMOUSLY.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2016-7675 ESTABLISHING THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT – 1300 BLOCK ELM AVENUE UNDERGROUND UTILITY DISTRICT. MOTION CARRIED UNANIMOUSLY.

MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2016-7676 ESTABLISHING FORMATION OF AN UNDERGROUND UTILITY DISTRICT 900-1000 BLOCKS FERN AVENUE UNDERGROUND UTILITY DISTRICT. MOTION CARRIED UNANIMOUSLY.

REPORTS (5.3-5.4)

5.3 RESOLUTION 2016-7683 SETTING TIME AND PLACE FOR PUBLIC HEARINGS TO CONSIDER ADOPTION OF THE 5-YEAR (FY17 THRU FY21) SEWER SERVICE CHARGE AND SEWER CAPACITY FEE. (0830-90)

City Manager Hall gave a PowerPoint presentation on the item.

Mayor Dedina clarified that the approval is for holding a public hearing. The proposed increases will be discussed at the public hearing.

MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2016-7683 SETTING TIME AND PLACE FOR PUBLIC HEARINGS TO CONSIDER ADOPTION OF THE 5-YEAR (FY17 THRU FY21) SEWER SERVICE CHARGE AND SEWER CAPACITY FEE. MOTION CARRIED UNANIMOUSLY.

5.4 RESOLUTION NO. 2016-7673 ADDING “TRIANGLE PARK WATER REDUCTION AND PEDESTRIAN / PUBLIC TRANSPORTATION ENHANCEMENTS” TO THE CIP 2-YEAR IMPLEMENTATION PLAN - FY15/16 & FY 16/17, ACCEPTING A \$65,000 DONATION FROM CALIFORNIA AMERICAN WATER COMPANY AND APPROPRIATING \$95,000 FROM THE PROP A EXTENSION ORDINANCE PROGRAM (RTCIP) FEE TOWARDS THE PARK DESIGN AND CONSTRUCTION. (0920-60)

Public Works Director Levien gave a Power Point presentation on the item.

City Clerk Hald announced no speaker slips were submitted.

Councilmember Bragg stated that any requests for new bus shelters need to be submitted to MTS soon. She advocated for the new shelters because they are lit and provide shelter.

Public Works Director Levien stated prior City Councils have preferred lower profile bus shelters.

Councilmember Bilbray spoke in support for keeping as much of the existing trees/foliage as possible.

Mayor Pro Tem Spriggs noted the importance of the area being a gateway to the City. He suggested staff bring the item back for City Council’s consideration after exploring the design of the new shelter and the design of the project.

Mayor Dedina commented that staff will return with a good design and noted how this will be a cost effective public space for tax payers and an improvement to the area. He also thanked CalAm for their donation towards the project.

Councilmember Bragg reiterated that the project is for water reduction and pedestrian/public transportation enhancements.

MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2016-7673 ADDING "TRIANGLE PARK WATER REDUCTION AND PEDESTRIAN / PUBLIC TRANSPORTATION ENHANCEMENTS" TO THE CIP 2-YEAR IMPLEMENTATION PLAN - FY15/16 & FY 16/17, ACCEPTING A \$65,000 DONATION FROM CALIFORNIA AMERICAN WATER COMPANY AND APPROPRIATING \$95,000 FROM THE PROP A EXTENSION ORDINANCE PROGRAM (RTCIP) FEE TOWARDS THE PARK DESIGN AND CONSTRUCTION. MOTION CARRIED UNANIMOUSLY.

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (2.2 & 2.8)

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

In response to Mayor Pro Tem Spriggs' concern about the costs for Animal Control Services through the City of Chula Vista, City Manager Hall stated that staff can compare service costs with other agencies such as the County of San Diego or the City of Coronado. He also responded to Mayor Pro Tem Spriggs' questions regarding the Bayshore Bikeway project.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO RATIFY THE WARRANT REGISTER. MOTION CARRIED UNANIMOUSLY.

2.8 ADOPTION OF RESOLUTION NO. 2016-7680 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PYRO SPECTACULARS NORTH, INC. FOR PRODUCTION OF THE 2016 4TH OF JULY FIREWORKS SHOW AND TO SIGN THE RIGHT OF ENTRY PERMIT GRANTING PYRO SPECTACULARS NORTH, INC. ACCESS TO THE PIER TO PRODUCE THE SHOW. (1040-10)

In response to Mayor Pro Tem Spriggs' question, City Manager Hall reviewed the donations and expenses from last year's event and spoke about the projected expenses and donations for this year's event.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2016-7680 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PYRO SPECTACULARS NORTH, INC. FOR PRODUCTION OF THE 2016 4TH OF JULY FIREWORKS SHOW AND TO SIGN THE RIGHT OF ENTRY PERMIT GRANTING PYRO SPECTACULARS NORTH, INC. ACCESS TO THE PIER TO PRODUCE THE SHOW. MOTION CARRIED UNANIMOUSLY.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the Regular Meeting at 8:38 p.m.

Serge Dedina,
Mayor

Jacqueline M. Hald, MMC
City Clerk

MINUTES

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

MARCH 7, 2016

**Dempsey Holder Safety Center – 2nd Floor
950 Ocean Lane
Imperial Beach, CA 91932**

SPECIAL MEETING – 6:00 P.M.

CALL TO ORDER

MAYOR DEDINA called the Special Meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers present:	Bragg, Patton (arrived at 6:05), Bilbray
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 COMMENT

None.

REPORTS

1. ANNUAL CITY COUNCIL PRIORITIZATION DISCUSSION. (0100-10)

City Council, along with the City Manager and Assistant City Manager, discussed City Council's priorities.

ADJOURNMENT

MAYOR DEDINA adjourned the Special Meeting at 7:27 p.m.

Serge Dedina
Mayor

Jacqueline M. Hald, MMC
City Clerk

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 20, 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 \$ 1,677,425.81.

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>
County of San Diego	88290	\$527,305.43	Dec 2015 Law Enf Services

The following registers are submitted for Council ratification:

Accounts Payable

DATE	CHECK #	EFT #	AMOUNT (\$)
03/03/2016	88231-88262	153-159	36,467.36
03/11/2016	88263-88298		670,038.19
03/17/2016	88299-88330	160-164	259,260.16
03/24/2016	8833-88380	165-173	137,110.65
04/06/2016	88381		100.00
04/08/2016	88382-88430	174-180	102,554.36
	<i>Sub-total</i>		1,205,530.72

Payroll Checks/Direct Deposit

DATE	CHECK #		AMOUNT (\$)
PPE 3/03/16	46961-46975		\$149,775.89
PPE 3/17/16	46976-46990		\$150,487.57
PPE 3/31/16	46991-47015		\$171,631.63
	<i>Sub-total</i>		471,895.09

TOTAL \$ 1,677,425.81

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
2016-03-03	153	AFLAC	PAYROLL AP PPE 2/04/16	101-0000-209.01-13	20160211	(blank) \$ 332.48
			PAYROLL AP PPE 2/18/16	101-0000-209.01-13	20160225	(blank) \$ 332.48
	154	CALIFORNIA STATE DISBURSEMENT UI	PAYROLL AP PPE 2/18/16	101-0000-209.01-07	20160225	(blank) \$ 355.84
	155	COLONIAL LIFE & ACCIDENT	PAYROLL AP PPE 2/04/16	101-0000-209.01-13	20160211	(blank) \$ 50.09
			PAYROLL AP PPE 2/18/16	101-0000-209.01-13	20160225	(blank) \$ 50.09
	156	I B FIREFIGHTERS ASSOCIATION	PAYROLL AP PPE 2/18/16	101-0000-209.01-08	20160225	(blank) \$ 390.00
	157	ICMA RETIREMENT TRUST 457	PAYROLL AP PPE 2/18/16	101-0000-209.01-10	20160225	(blank) \$ 6,951.04
	158	SEIU LOCAL 221	PAYROLL AP PPE 2/18/16	101-0000-209.01-08	20160225	(blank) \$ 1,301.06
	159	US BANK	PAYROLL AP PPE 2/18/16	101-0000-209.01-20	20160225	(blank) \$ 1,216.86
	88231	AGRICULTURAL PEST CONTROL	FEB 2016	101-6020-452.21-04	381977	160086 \$ 95.00
	88233	AT&T	3372571583448	503-1923-419.27-04	7326346	(blank) \$ (1,128.52)
			3393431504727	503-1923-419.27-04	7324769	(blank) \$ (564.59)
			3393439371447	503-1923-419.27-04	7327417	(blank) \$ (563.95)
			3393442323406	503-1923-419.27-04	7327724	(blank) \$ (563.95)
			6194235034	503-1923-419.27-04	7314219	(blank) \$ (55.58)
			6194237246664	503-1923-419.27-04	7313455	(blank) \$ (1.99)
			6194243481712	503-1923-419.27-04	7276201	(blank) \$ 17.99
			6196281356950	503-1923-419.27-04	7313458	(blank) \$ 10.87
			6196282018442	503-1923-419.27-04	7313464	(blank) \$ (0.32)
			C602221236777	601-5060-436.27-04	7306520	(blank) \$ (54.43)
			C602224829777	503-1923-419.27-04	7307578	(blank) \$ (339.81)
			C602224831777	503-1923-419.27-04	7307580	(blank) \$ (90.58)
			C602224832777	503-1923-419.27-04	7307581	(blank) \$ (164.32)
			C602224833777	503-1923-419.27-04	7307582	(blank) \$ (466.51)
			C602224834777	503-1923-419.27-04	7307583	(blank) \$ (117.60)
			C602224835777	503-1923-419.27-04	7307584	(blank) \$ (581.80)
			C602224836777	503-1923-419.27-04	7307585	(blank) \$ 9.39
			C602224838777	503-1923-419.27-04	7307587	(blank) \$ (334.92)
			C602224839777	503-1923-419.27-04	7307588	(blank) \$ (491.46)
			C602224840777	503-1923-419.27-04	7307589	(blank) \$ 316.51
			C602224841777	503-1923-419.27-04	7307590	(blank) \$ (550.67)
			9391033944	503-1923-419.27-04	7342537	(blank) \$ 1,326.93
			9391033945	503-1923-419.27-04	7342597	(blank) \$ 663.48
			9391033946	503-1923-419.27-04	7342608	(blank) \$ 663.48
			9391033947	503-1923-419.27-04	7342610	(blank) \$ 663.48
			9391033954	503-1923-419.27-04	7343871	(blank) \$ 66.11
			9391033959	503-1923-419.27-04	7343882	(blank) \$ 806.17
			9391033960	503-1923-419.27-04	7343883	(blank) \$ 638.38
			9391033952	503-1923-419.27-04	7343884	(blank) \$ 76.30
			9391033948	503-1923-419.27-04	7343885	(blank) \$ 76.30

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-03-03	88233	AT&T	9391033949	503-1923-419.27-04	7343887	(blank)	\$ 0.44
			9391033953	503-1923-419.27-04	7343889	(blank)	\$ 485.65
			9391033955	503-1923-419.27-04	7343890	(blank)	\$ 257.38
			9391033956	503-1923-419.27-04	7343891	(blank)	\$ 176.10
			9391033957	503-1923-419.27-04	7343942	(blank)	\$ 874.04
	88234	AT&T	9391033951	503-1923-419.27-04	7373943	(blank)	\$ 0.44
			3372571583448	503-1923-419.27-04	7456448	(blank)	\$ (26.70)
			3393431504727	503-1923-419.27-04	7454871	(blank)	\$ (26.70)
			6194243481712	503-1923-419.27-04	7404849	(blank)	\$ (53.85)
			C602224832777	503-1923-419.27-04	7439458	(blank)	\$ 1.68
			C602224834777	503-1923-419.27-04	7439460	(blank)	\$ 4.08
			C602224836777	503-1923-419.27-04	7439462	(blank)	\$ (8.72)
			C602224840777	503-1923-419.27-04	7439466	(blank)	\$ 358.89
			9391033944	503-1923-419.27-04	7461461	(blank)	\$ 99.53
			9391033947	503-1923-419.27-04	7461489	(blank)	\$ 165.88
			9391033954	503-1923-419.27-04	7440803	(blank)	\$ 23.35
			9391033959	503-1923-419.27-04	7440805	(blank)	\$ 98.40
			9391033960	503-1923-419.27-04	7440806	(blank)	\$ 164.41
			9391033952	503-1923-419.27-04	7440807	(blank)	\$ 22.08
			9391033948	503-1923-419.27-04	7443566	(blank)	\$ 19.70
			9391033949	503-1923-419.27-04	7443567	(blank)	\$ 0.11
			9391033953	503-1923-419.27-04	7440808	(blank)	\$ 122.25
			9391033955	503-1923-419.27-04	7440809	(blank)	\$ (26.45)
			9391033956	503-1923-419.27-04	7440810	(blank)	\$ (17.61)
			9391033957	503-1923-419.27-04	7440813	(blank)	\$ 0.11
9391033951	503-1923-419.27-04	7443577	(blank)	\$ 0.11			
9391033950	503-1923-419.27-04	7399841	(blank)	\$ 73.94			
9391033958	503-1923-419.27-04	7440811	(blank)	\$ 47.36			
9391036910	503-1923-419.27-04	7527047	(blank)	\$ 2.51			
9391036907	503-1923-419.27-04	7527049	(blank)	\$ 13.55			
88235	AT&T	C602224836777	503-1923-419.27-04	7567248	(blank)	\$ 1.13	
		C602224840777	503-1923-419.27-04	7567252	(blank)	\$ (418.75)	
		9391033944	503-1923-419.27-04	7580140	(blank)	\$ 165.95	
		9391033945	503-1923-419.27-04	7581062	(blank)	\$ (66.35)	
		9391033946	503-1923-419.27-04	7580167	(blank)	\$ (66.35)	
		9391033947	503-1923-419.27-04	7580168	(blank)	\$ 165.95	
		9391033954	503-1923-419.27-04	7568589	(blank)	\$ 18.97	
		9391033959	503-1923-419.27-04	7568591	(blank)	\$ 0.86	
		9391033960	503-1923-419.27-04	7568592	(blank)	\$ 165.85	
		9391033952	503-1923-419.27-04	7568593	(blank)	\$ 19.98	

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Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount			
2016-03-03	88235	AT&T	9391033948	503-1923-419.27-04	7571441	(blank)	\$ 20.37		
			9391033949	503-1923-419.27-04	7571442	(blank)	\$ 0.16		
			9391033953	503-1923-419.27-04	7568594	(blank)	\$ 0.33		
			9391033956	503-1923-419.27-04	7568596	(blank)	\$ 0.11		
			9391033957	503-1923-419.27-04	7568599	(blank)	\$ 3.68		
			9391033951	503-1923-419.27-04	7571452	(blank)	\$ 0.11		
			9391033950	503-1923-419.27-04	7535826	(blank)	\$ 19.84		
			9391033958	503-1923-419.27-04	7568597	(blank)	\$ 26.13		
			9391036910	503-1923-419.27-04	7568747	(blank)	\$ 0.91		
			9391036907	503-1923-419.27-04	7571510	(blank)	\$ 1.63		
			9391036909	503-1923-419.27-04	7568748	(blank)	\$ 0.55		
			88236	AT&T	9391033944	503-1923-419.27-04	7717051	(blank)	\$ 368.45
					9391033947	503-1923-419.27-04	7717079	(blank)	\$ 165.95
					9391033954	503-1923-419.27-04	7696755	(blank)	\$ 17.42
					9391033959	503-1923-419.27-04	7696757	(blank)	\$ 0.09
9391033960	503-1923-419.27-04	7696758			(blank)	\$ 165.86			
9391033952	503-1923-419.27-04	7696759			(blank)	\$ 19.81			
9391033948	503-1923-419.27-04	7701753			(blank)	\$ 20.37			
9391033949	503-1923-419.27-04	7701754			(blank)	\$ 0.16			
9391033957	503-1923-419.27-04	7696765			(blank)	\$ 0.14			
9391033951	503-1923-419.27-04	7701764			(blank)	\$ 0.11			
9391033950	503-1923-419.27-04	7663767			(blank)	\$ 19.85			
9391033958	503-1923-419.27-04	7696763			(blank)	\$ 25.82			
9391036910	503-1923-419.27-04	7696913			(blank)	\$ 0.19			
9391036907	503-1923-419.27-04	7701822			(blank)	\$ 0.09			
9391036909	503-1923-419.27-04	7696914			(blank)	\$ 0.56			
88237	CALIF ELECTRIC SUPPLY	HPS LAMP	101-6040-454.30-02	1069-702310	160021	\$ 22.68			
		ANCHOR BOLTS-ST LIGHTS	101-5010-431.21-23	1069-706291	160021	\$ 401.54			
88238	CHULA VISTA ALARM, INC	MAR 2016 -1187	101-1910-419.20-23	33243	160088	\$ 30.00			
		MAR 2016 -1264	101-1910-419.20-23	33264	160088	\$ 55.00			
		MAR 2016 -1387	101-1910-419.20-23	33314	160088	\$ 30.00			
		MAR 2016 -1427	101-1910-419.20-23	33331	160088	\$ 30.00			
		MAR 2016 -1502	101-1910-419.20-23	33357	160088	\$ 40.00			
88239	CINTAS CORPORATION NO.2	FIRST AID KIT REFILL/MAIN	101-1210-413.30-02	5004622727	F16105	\$ 162.21			
88240	COUNTY OF SAN DIEGO	JAN 2016 PARKING PENALTY	101-3010-421.21-04	01/16	(blank)	\$ 1,392.00			
88241	DAMION NOWAK	REIMBURSE FUEL ICC SEMINR	101-3040-424.28-04	062625	(blank)	\$ 26.06			
		CA ACCESS SPECIALIST HNDB	101-3040-424.28-04	0952107	(blank)	\$ 73.39			
		REIMBURSE MEAL ICC SEMINR	101-3040-424.28-04	1778900-1	(blank)	\$ 8.85			
		REIMBURSE MEAL ICC SEMINR	101-3040-424.28-04	885363	(blank)	\$ 6.15			
		2016 ELECTION CODE	101-1020-411.21-06	40476	F16078	\$ 107.50			
88242	DFM ASSOCIATES								

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2016-03-03	88243	EDWARD SPRIGGS	REIMBURSE PARKING FEES	101-1010-411.28-04	2154904	(blank)	\$ 16.79
			REIMBURSE MEAL AT WORKSH	101-1010-411.28-04	CC448353	(blank)	\$ 13.08
	88244	FLYERS ENERGY LLC	1103.4 GAL REG FUEL	501-1921-419.28-15	16-210S74	160364	\$ 1,982.00
	88245	GO-STAFF, INC.	W/E 02/21/16 RODRIGUEZ,A	501-1921-419.21-01	159594	160110	\$ 680.46
	88246	GRAINGER	DOOR CLOSERS	101-1910-419.30-02	9022697180	160007	\$ 345.06
			DISPOSABLE RESPIRATOR	101-6040-454.30-02	9028886605	160007	\$ 23.35
			PHONE HOLDER	101-6040-454.30-02	9028886613	160007	\$ 9.46
			NOTICE SIGN	101-6020-452.30-02	9033289522	160007	\$ 123.13
			BROOM HANDLE	101-1910-419.30-02	9035239863	160007	\$ 62.34
			FLAP WHEEL	101-6040-454.30-02	9035239871	160007	\$ 7.32
			FLAP WHEELS	101-6040-454.30-02	9036363027	160007	\$ 28.12
			LOCKING DISC	501-1921-419.30-02	9020203932	160007	\$ 78.15
			LOCKING DISC	501-1921-419.30-02	9022624549	160007	\$ 30.00
			CREDIT LOCKING DISC	501-1921-419.30-02	9022199385	160007	\$ (30.00)
			EAR PLUGS	501-1921-419.30-02	9023119242	160007	\$ 51.67
	88247	JACQUELINE SUE STENZEL	FEB 2016 SR YOGA	101-6030-453.20-06	32	160131	\$ 120.00
	88248	KIWANIS INTERNATIONAL	2016 ANNUAL MEMBERSHIP-HA	101-1020-411.28-12	2384	F16099	\$ 200.00
	88249	LEAGUE OF CALIF CITIES	2016 MEMBERSHIP DUES/MONT	101-1010-411.28-12	1569	F16097	\$ 1,200.00
			2016 MEMBERSHIP DUES	101-1010-411.28-12	158409	160542	\$ 10,114.00
	88250	PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES	101-3030-423.30-02	381406	160019	\$ 315.99
	88251	PARTNERSHIP WITH INDUSTRY	P/E 02/15/2016	101-6040-454.21-04	GS06906	160085	\$ 1,208.61
	88252	PERLITA SHOUSE	RADARSCOPE CELL PHONE APP	101-3030-423.30-02	193115040150	(blank)	\$ 9.99
			HALD,J SCCCA MTG FEE	101-1020-411.28-04	11-19-2015	(blank)	\$ 40.00
			FORTIN,S SDAPA LUNCHEON	101-1210-413.28-04	11-19-2015	(blank)	\$ 25.00
			HALD,J/CARBALLO,S-SDCCA	101-1020-411.28-04	12-10-2015	(blank)	\$ 40.00
	88253	PITNEY BOWES INC(INVOIC PAYMEN	JAN - MAR 2016 METER RENT	101-1210-413.30-02	347648	F16103	\$ 207.36
	88254	RANCHO AUTO & TRUCK PARTS	CREDIT CORE RETURN	501-1921-419.28-16	7693-257590	160014	\$ (85.32)
			SOLVENT	501-1921-419.30-02	7693-255886	160014	\$ 21.77
			#603 CALIPERS	501-1921-419.28-16	7693-257020	160014	\$ 166.80
			#603 TAILGATE HANDLE	501-1921-419.28-16	7693-257057	160014	\$ 14.60
			MOTOR OIL/OIL FILTERS	501-1921-419.28-16	7693-257291	160014	\$ 88.45
	88255	READYREFRESH	FEB 2016	101-1010-411.30-02	06B0034479279	160530	\$ 24.07
	88256	SAFTEY KLEEN SYSTEMS	SOLVENT TANK SERVICE	501-1921-419.29-04	69605554	160038	\$ 310.63
	88257	SHARP REES-STEALY MEDICAL CNTR	JAN 2016 PRE-EMPLYMNT EXM	101-1130-412.21-04	293	160183	\$ 138.00
	88258	SPARKLETTS	NOV/DEC 2015	101-1210-413.30-01	10552239 121215	160169	\$ 41.13
			JAN 2016	101-1210-413.30-01	10552239 010916	160169	\$ 21.98
	88259	UNDERGROUND SERVICE ALERT OF	FEB 2016	601-5060-436.21-04	220160325	160070	\$ 51.00
	88260	VALLEY INDUSTRIAL SPECIALTIES, INC	SYMMONS CARTRIDGE RPLCMNT	101-6040-454.30-02	A225435	160026	\$ 399.99
	88261	VERIZON BUSINESS SERVICES	DEC 2015 VOIP SV202861	503-1923-419.27-04	69672885	(blank)	\$ 920.53
			DEC 2015 VOIP SV202862	503-1923-419.27-04	69673725	(blank)	\$ 248.12

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Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
2016-03-03	88261	VERIZON BUSINESS SERVICES	JAN 2015 VOIP SV202861	503-1923-419.27-04	69702266	(blank) \$ 743.94
			JAN 2016 VOIP SV202862	503-1923-419.27-04	69702307	(blank) \$ 16.21
	88262	PERLITA SHOUSE	POSTAGE	101-1210-413.28-05	1000204257355	(blank) \$ 0.98
2016-03-03 Total						\$ 36,467.36
2016-03-11	88263	ACACIA LANDSCAPE, CO.	FEB 2016 LANDSCAPE MAINT	101-6020-452.21-04	5404	160093 \$ 3,275.00
	88264	AZTEC LANDSCAPING INC	FEB 2016	101-5010-431.21-04	0028726-IN	160081 \$ 1,499.00
	88265	CALIFORNIA AMERICAN WATER	1015-210019027905 FEB 16	101-1910-419.27-02	03-25-2016	(blank) \$ 372.73
			1015-210019276868 FEB 16	101-1910-419.27-02	03-25-2016	(blank) \$ 104.97
			1015-210019482014 FEB 16	101-1910-419.27-02	03-25-2016	(blank) \$ 163.11
			1015-210019278093 FEB 16	101-6020-452.27-02	03-25-2016	(blank) \$ 62.69
			1015-210019357057 FEB 16	101-6020-452.27-02	03-25-2016	(blank) \$ 50.37
			1015-210019359015 FEB 16	101-6020-452.27-02	03-25-2016	(blank) \$ 25.70
			1015-210019360534 FEB 16	101-6020-452.27-02	03-25-2016	(blank) \$ 31.87
			1015-210019481684 FEB 16	101-6020-452.27-02	03-25-2016	(blank) \$ 19.54
			1015-210019600799 FEB 16	101-1910-419.27-02	03-28-2016	(blank) \$ 19.54
			1015-210019278895 FEB 16	101-6020-452.27-02	03-28-2016	(blank) \$ 19.54
			1015-210019279782 FEB 16	101-6020-452.27-02	03-28-2016	(blank) \$ 19.54
	88266	CITY OF TUSTIN	2016 CALPACS MEMBERSHIP	101-1130-412.28-12	02-15-2016	160592 \$ 1,500.00
	88267	CORELOGIC SOLUTIONS	FEB 2016	101-1210-413.21-04	81662866	160171 \$ 9.00
			FEB 2016	101-3020-422.21-04	81662866	160171 \$ 10.50
			FEB 2016	101-3040-424.21-04	81662866	160171 \$ 163.50
			FEB 2016	101-3070-427.21-04	81662866	160171 \$ 51.00
			FEB 2016	101-5050-435.21-04	81662866	160171 \$ 19.50
	88268	COUNTY OF SAN DIEGO RCS	FEB 2016	101-3010-421.21-25	16CTOFIBN08	160354 \$ 2,090.00
			FEB 2016	101-3020-422.21-25	16CTOFIBN08	160354 \$ 577.50
			FEB 2016	101-3030-423.21-25	16CTOFIBN08	160354 \$ 797.50
	88269	COX COMMUNICATIONS	02/25-03/24 3110039780701	503-1923-419.21-04	03-17-2016	160166 \$ 1,000.00
			03/01-03/31 3110015533201	503-1923-419.21-04	03-22-2016	160166 \$ 37.62
			02/22-03/21 3110038384601	503-1923-419.21-04	03-14-2016	160166 \$ 230.00
	88270	D.A.R. CONTRACTORS	FEB 2016	101-3050-425.20-06	021601229	160247 \$ 347.00
	88271	EYE/COMM	2016/2017 SEWER RATE MAIL	601-5060-436.29-04	40600	(blank) \$ 1,230.53
	88272	FLYERS ENERGY LLC	698 G REG/523.5 G DIESEL	501-1921-419.28-15	16-215141	160364 \$ 2,677.23
			1101 GAL REG FUEL	501-1921-419.28-15	16-219826	160364 \$ 2,581.00
	88273	GO-STAFF, INC.	W/E 02/28/16 FERGUSON,N	101-1210-413.21-01	160207	160167 \$ 666.90
			W/E 02/2/16 RODRIGUEZ,A	501-1921-419.21-01	160206	160110 \$ 989.76
			W/E 02/28/16 HOLGUIN,N	601-5060-436.21-01	160206	160290 \$ 204.48
			W/E 03/06/16 FERGUSON,N	101-1210-413.21-01	160517	160167 \$ 533.52
	88274	GREEN DE BORTNOWSKY, LLP	ATTORNEY SERVICES	502-1922-419.20-01	44188	(blank) \$ 623.49
			ATTORNEY SERVICES	502-1922-419.20-01	44189	(blank) \$ 2,938.00
			ATTORNEY SERVICES	502-1922-419.20-01	44294	(blank) \$ 6,913.15

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2016-03-11	88275	IB BUSINESS IMPROVEMENT DISTRICT	FEB 2016 BID COLLECTIONS	101-0000-203.22-00	02-29-2016	(blank)	\$ 1,880.00
	88276	IMPERIAL BEACH GIRLS SOFTBALL	REIMBURSE CONCRETE MIX	101-6010-451.21-04	112017035	160545	\$ 1,234.80
			REIMBURSE CONCRETE MIX	101-6010-451.21-04	112017041	160545	\$ 738.00
	88277	INTERSTATE BATTERY OF SAN DIEGO	#142 VEH BATTERY	501-1921-419.28-16	120002582	160008	\$ 107.07
	88278	IPMA/ SAN DIEGO CHAPTER	CORTEZ,E/MORENO,N-IPMA MG	101-1130-412.28-04	03-17-2016	160531	\$ 50.00
	88279	JUST CONSTRUCTION, INC.	ANNUAL MAIN LINE/MANHOLE	601-5060-536.20-06	2	(blank)	\$ 45,694.50
	88280	LIGHTHOUSE, INC	FLEET SHOP SUPPLIES	501-1921-419.30-02	0229831	160035	\$ 23.63
	88281	LLOYD PEST CONTROL	DEC 2015 MV CENTER	101-1910-419.20-22	5006622	160094	\$ 53.00
			FEB 2016 SPORTS PARK	101-1910-419.20-22	5064274	160094	\$ 51.00
			FEB 2016 DEMPSEY CTR	101-1910-419.20-22	5066093	160094	\$ 60.00
			FEB 2016 CITY HALL	101-1910-419.20-22	5080867	160094	\$ 36.00
			FEB 2016 FIRE DEPT	101-1910-419.20-22	5080868	160094	\$ 36.00
			FEB 2016 SHERIFF DEPT	101-1910-419.20-22	5081008	160094	\$ 36.00
			JAN 2016 DEMPSEY CTR	101-1910-419.20-22	5031186	160094	\$ 60.00
			FEB 2016 PW	101-1910-419.20-22	5065827	160094	\$ 53.00
			FEB 2016 MVC	101-1910-419.20-22	5081064	160094	\$ 53.00
	88282	MARTIN & CHAPMAN COMPANY	ELECTION MANUAL UPDATE	101-1020-411.21-06	2016117	160597	\$ 535.00
	88283	OCHOA ELECTRIC	PS #9 TROUBLESHOOT GRND L	601-5060-436.21-04	2188	160379	\$ 342.50
	88284	PADRE JANITORIAL SUPPLIES	LIQUID SOAP	101-3030-423.30-02	379824	160019	\$ 44.00
	88285	PARTNERSHIP WITH INDUSTRY	P/E 02/29/2016	101-6040-454.21-04	GS06941	160085	\$ 1,301.49
	88286	PITNEY BOWES INC(INVOICE PAYMENT	APR - JUN 2016 METER REN	101-1210-413.30-02	365540	F16104	\$ 207.36
	88287	PROTECTION ONE ALARM MONITORING	MAR 2016	601-5060-436.20-23	107821305	160071	\$ 293.50
	88288	QUALITY FENCE CO, INC	BAYSHORE BIKEWAY FENCING	101-5000-532.20-06	44971	160489	\$ 45,980.00
	88289	READYREFRESH	FEB 2016	101-1010-411.30-02	06B0031149578	160143	\$ 47.51
			JAN/FEB 2016	101-5020-432.30-02	16B0026726646	160084	\$ 63.85
	88290	SAN DIEGO COUNTY SHERIFF	DEC 2015 LAW ENF SERVICES	101-3010-421.20-06	02-09-2016	(blank)	\$ 520,500.69
			DEC 2015 COPPS PRG	212-3036-421.20-06	02-09-2016	(blank)	\$ 8,333.33
			DEC 2015 TOW FEE CREDIT	101-0000-338.60-03	02-09-2016	(blank)	\$ (1,528.59)
	88291	SDGE	1912 409 2723 01/27-02/26	101-5010-431.27-01	03-16-2016	(blank)	\$ 7.56
			5280 340 6641 01/27-02/26	101-5010-431.27-01	03-16-2016	(blank)	\$ 80.56
			5576 188 0541 01/27-02/26	101-5010-431.27-01	03-16-2016	(blank)	\$ 7.38
			2741 969 9359 01/31-02/29	101-5010-431.27-01	03-16-2016	(blank)	\$ 172.10
			2819 871 6315 01/31-02/29	215-6026-452.27-01	03-16-2016	(blank)	\$ 2,086.98
			0646 753 1938 01/29-02/29	101-5010-431.27-01	03-17-2016	(blank)	\$ 7.56
			1694 230 1484 01/29-03/01	101-5010-431.27-01	03-18-2016	(blank)	\$ 12.99
			3448 930 9646 01/29-03/01	101-5010-431.27-01	03-18-2016	(blank)	\$ 7.56
			5153 272 6717 01/29-03/01	101-5010-431.27-01	03-18-2016	(blank)	\$ 10.73
			0824 329 2041 02/01-03/01	101-5010-431.27-01	03-19-2016	(blank)	\$ 209.21
			9476 001 6989 01/31-03/01	101-5010-431.27-01	03-19-2016	(blank)	\$ 512.19
			2081 689 7619 02/01-03/01	101-6010-451.27-01	03-19-2016	(blank)	\$ 474.00

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2016-03-11	88291	SDGE	2081 692 3399 02/01-03/02	101-6010-451.27-01	03-19-2016	(blank) \$ 12.45
			2081 700 4165 02/01-03/02	101-6010-451.27-01	03-19-2016	(blank) \$ 22.31
			0175 275 3776 02/01-03/02	101-6020-452.27-01	03-19-2016	(blank) \$ 651.42
			2081 689 1273 02/01-03/02	101-6020-452.27-01	03-19-2016	(blank) \$ 683.78
			2083 847 9032 02/01-03/01	101-6020-452.27-01	03-19-2016	(blank) \$ 65.94
			9327 898 1346 02/01-03/02	101-6020-452.27-01	03-19-2016	(blank) \$ 658.42
			8773 823 6424 01/28-02/29	601-5060-436.27-01	03-19-2016	(blank) \$ 1,703.17
			3280 213 1424 02/01-03/02	601-5060-436.27-01	03-19-2016	(blank) \$ 9.24
	88292	SPRINT	01/26/16-02/25/16	101-3020-422.27-05	594768811-099	160248 \$ 149.97
	88293	TRANSWORLD SYSTEMS INC.	FEB 2016 COLLECTION FEES	101-1210-413.20-27	1320098	(blank) \$ 1,095.47
	88294	VERDUGO TESTING INC, CO	PREVENTIVE MAINT TESTING	501-1921-419.28-13	22838	160069 \$ 425.00
			VAPOR RECOVERY TEST	501-1921-419.28-13	22866	160069 \$ 425.00
	88295	VINYARD DOORS, INC.	QUARTERLY MAINT SVC LG ST	101-1910-419.21-04	91035	160091 \$ 106.00
			MAINT SVC-FACILITIES	101-1910-419.21-04	91043	160091 \$ 452.67
			MAINT SVC FIRE STATION	101-1910-419.21-04	91044	160091 \$ 243.00
	88296	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	101-6040-454.30-02	75825897	160097 \$ 855.11
	88297	WESTERN REGION IPMA-HR	MORENO,N-CONF REGISTRATN	101-1130-412.28-04	04-27-2016	160594 \$ 325.00
	88298	WESTERN REGION IPMA-HR	CORTEZ,E CONF REGISTRTRION	101-1130-412.28-04	04-27-2016	160593 \$ 424.00
2016-03-11 Total						\$ 670,038.19
2016-03-17	160	CALIFORNIA STATE DISBURSEMENT UI	PR AP PPE 3/03/16	101-0000-209.01-07	20160310	(blank) \$ 355.84
	161	I B FIREFIGHTERS ASSOCIATION	PR AP PPE 3/03/16	101-0000-209.01-08	20160310	(blank) \$ 360.00
	162	ICMA RETIREMENT TRUST 457	PR AP PPE 3/03/16	101-0000-209.01-10	20160310	(blank) \$ 6,953.04
	163	SEIU LOCAL 221	PR AP PPE 3/03/16	101-0000-209.01-08	20160310	(blank) \$ 1,333.49
	164	US BANK	PAYROLL AP PPE 3/03/16	101-0000-209.01-20	20160310	(blank) \$ 1,176.28
	88299	AMS AMERICA INC	CH PREVENTIVE MAINT INSPE	101-1910-419.21-04	908300	160089 \$ 160.00
			SH PREVENTIVE MAINT INSPE	101-1910-419.21-04	908301	160089 \$ 88.00
			FD PREVENTIVE MAINT INSPE	101-1910-419.21-04	908302	160089 \$ 66.00
			PW PREVENTIVE MAINT INSPE	101-1910-419.21-04	908303	160089 \$ 82.50
			LG PREVENTIVE MAINT INSPE	101-1910-419.21-04	908304	160089 \$ 88.00
	88300	BARRETT ENGINEERED PUMPS	SEAL ASSEMBLY/BEARINGS	601-5060-436.28-01	98577	160055 \$ 751.68
			TAPERED IMP/CSG COVER	601-5060-436.28-01	98611	160299 \$ 11,759.04
			V-LABOR	601-5060-436.21-04	98582	160055 \$ 500.00
	88301	MISCELLANEOUS "DEVELOPERS"	BOND REFUND ELM AVE	101-0000-221.01-05	TEP 16-12	(blank) \$ 928.00
	88302	CALIFORNIA AMERICAN WATER	1015-210020153385 FEB 16	101-1910-419.27-02	03-30-2016	(blank) \$ 29.02
			1015-210018811916 FEB 16	101-1910-419.27-02	03-29-2016	(blank) \$ 37.15
			1015-210020154739 FEB 16	101-1910-419.27-02	03-30-2016	(blank) \$ 25.70
			1015-210019058534 FEB 16	101-1910-419.27-02	03-31-2016	(blank) \$ 271.42
			1015-210019179080 FEB 16	101-6020-452.27-02	03-31-2016	(blank) \$ 771.73
			1015-210019176067 FEB 16	101-6020-452.27-02	04-01-2016	(blank) \$ 58.29
			1015-210019176128 FEB 16	101-6020-452.27-02	04-01-2016	(blank) \$ 8.97

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2016-03-17	88302	CALIFORNIA AMERICAN WATER	1015-210019748332 FEB 16	101-6020-452.27-02	04-01-2016	(blank) \$ 45.95
			1015-210019749687 FEB 16	101-6020-452.27-02	04-01-2016	(blank) \$ 21.29
			1015-210019748080 FEB 16	101-6020-452.27-02	04-04-2016	(blank) \$ 8.97
			1015-210019749625 FEB 16	101-6020-452.27-02	04-04-2016	(blank) \$ 8.97
			1015-210020440898 FEB 16	101-6020-452.27-02	04-04-2016	(blank) \$ 255.57
			1015-210019512885 FEB 16	601-5060-436.27-02	03-30-2016	(blank) \$ 123.67
			1015-210020125977 FEB 16	601-5060-436.27-02	03-31-20016	(blank) \$ 19.54
			1015-210018820255 FEB 16	601-5060-436.27-02	03-31-2016	(blank) \$ 21.29
	88303	CALIFORNIA DENTAL	ARP 2016 DENTAL COVERAGE	101-0000-209.01-12	APR 2016	(blank) \$ 831.00
	88304	CLEAN HARBORS	FEB 2016	101-5040-434.21-04	1001287323	160022 \$ 661.00
	88305	COUNTY OF SAN DIEGO (PW)	STORMWATER PROGRAM	101-5050-435.29-04	2016-PWCP-1008	160550 \$ 11,239.00
	88306	COX COMMUNICATIONS	03/04-04/03 3110091187001	503-1923-419.21-04	03-25-2016	160287 \$ 230.00
	88307	DION INTERNATIONAL TRUCKS	DIAGNOSTIC/CK BLOCK/TORQU	501-1921-419.28-01	SW23107	160528 \$ 15,228.57
	88308	MISCELLANEOUS VENDOR	REIMBURSE LIFESCAN FEES	101-1130-412.21-04	082141	(blank) \$ 30.00
	88309	FIDELITY SECURITY LIFE INSURANCE CO	MAR 2016 VISION COVERAGE	101-0000-209.01-18	9476073	(blank) \$ 198.22
			PR AP PPE 3/03/16 MAR	101-0000-209.01-18	9476073	(blank) \$ 182.45
	88310	KIWANIS INTERNATIONAL	HALL,A 2016 ANNUAL KIWANI	101-1110-412.28-12	2383	F16101 \$ 326.00
			VEA,E 2016 ANNUAL KIWANIS	101-1110-412.28-12	2385	F16100 \$ 254.00
	88311	KOA CORPORATION	JAN 2016 13TH ST BIKEWAY	402-5000-532.20-06	JB32017X20	160111 \$ 4,832.93
			JAN 2016 BIKE DATA COLLEC	402-5000-532.20-06	JB14106X29	160111 \$ 275.00
	88312	MCCAIN TRAFFIC SUPPLY	9TH ST/ELM ELECTRICAL PRT	101-5010-431.21-23	INV0202103	160015 \$ 149.05
	88313	NOLTE ASSOCIATES, INC.	JAN 2016 PW YARD WASH	101-5000-532.20-06	42232	160289 \$ 875.00
			JAN 2016 ANUAL SLURRY SEA	201-5000-532.20-06	42238	160288 \$ 827.50
			JAN 2016 ELM AVE GRANT AD	202-5016-531.20-06	42460	150654 \$ 1,812.50
			JAN 2016 ELM AVE EASEMENT	202-5016-531.20-06	42461	150654 \$ 311.74
			JAN 2016 ELM AVE EASEMENT	401-5020-532.20-06	42461	150654 \$ 2,625.76
			JAN 2016 ELM AVE IMPRVMT	202-5016-531.20-06	42608	150654 \$ 813.26
			DEC/JAN 2016 ALLEY PAVING	402-5000-532.20-06	42347	160490 \$ 15,982.72
			JAN 2016 SP TOT LOT	420-5000-532.20-06	42244	160534 \$ 1,604.50
			JAN 2016 ANNUAL SEWER MN	601-5060-536.20-06	42182	160469 \$ 4,218.75
			JAN 2016 PS 4/6 REHAB	601-5060-536.20-06	42440	150615 \$ 240.44
	88314	OFFICE DEPOT, INC	COFFEE	101-5020-432.30-01	827031026001	160000 \$ 13.99
			FILE FOLDERS/LABELS	101-5020-432.30-01	827031695001	160000 \$ 40.87
			HP TONER	101-5020-432.30-01	827893576001	160000 \$ 266.98
			MISC OFFICE SUPPLIES	101-1230-413.30-01	825813413001	160000 \$ 31.64
			MISC OFFICE SUPPLIES	101-3040-424.30-01	825813413001	160000 \$ 61.91
			PENS/PAPER	101-1020-411.30-01	823941431001	160000 \$ 28.49
			FILE FLDRS/PENS/DUSTER	101-1010-411.30-01	824669491001	160000 \$ 35.40
			PENS/SCREEN WIPES	101-1210-413.30-01	826277830001	160000 \$ 59.14
			GEL PENS	101-1210-413.30-01	826278149001	160000 \$ 3.55

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2016-03-17	88314	OFFICE DEPOT, INC	FOLDERS/REGISTER PAPER	101-1210-413.30-01	827318739001	160000	\$ 39.65
			THERMAL PAPER ROLLS	101-1210-413.30-01	827318876001	160000	\$ 16.09
			STACKING LETTER TRAYS	101-1020-411.30-01	827655493001	160000	\$ 45.12
			STAPLER/STAPLES/PENCIL CU	101-1020-411.30-01	827655632001	160000	\$ 47.87
			COPY HOLDER	101-5020-432.30-01	827893705001	160000	\$ 26.99
	88315	ONE SOURCE DISTRIBUTORS	FACEPLATE/BACK HOUSING	101-6040-454.30-02	55032627.001	160010	\$ 1,008.68
	88316	PAL GENERAL ENGINEERING INC.	FEB 2016 13TH ST BIKEWAY	401-5020-532.20-06	10201-2	160536	\$ 54,364.43
			FEB 2016 13TH ST BIKEWAY	402-5000-532.20-06	10201-2	160536	\$ 43,267.54
	88317	PARS	JAN 2016	101-3030-423.20-06	33873	160156	\$ 187.27
			JAN 2016	101-6030-453.20-06	33873	160156	\$ 41.62
			JAN 2016	101-6040-454.20-06	33873	160156	\$ 187.27
	88318	SAN DIEGO GAS & ELECTRIC	1008 860 4389 01/27-02/26	101-1910-419.27-01	03-25-2016	(blank)	\$ 448.71
			5263 521 9238 01/27-02/26	601-5060-436.27-01	03-25-2016	(blank)	\$ 10.00
			9169 299 2261 01/26-02/25	101-1910-419.27-01	03-25-2016	(blank)	\$ 1,121.46
			1008 786 9371 01/29-03/01	101-1910-419.27-01	03-25-2016	(blank)	\$ 283.15
			1980 769 7764 01/28-02/29	101-1910-419.27-01	03-25-2016	(blank)	\$ 2,919.77
			8507 517 8464 01/26-03/01	101-1910-419.27-01	03-25-2016	(blank)	\$ 226.99
			5649 771 4749 02/01-03/01	101-5010-431.27-01	03-25-2016	(blank)	\$ 8,535.70
			5649 771 4749 02/01-03/01	101-6020-452.27-01	03-25-2016	(blank)	\$ 7.38
			8507 517 8464 02/01-03/01	101-6020-452.27-01	03-25-2016	(blank)	\$ 1,139.12
			8507 517 8464 02/01-03/01	601-5060-436.27-01	03-25-2016	(blank)	\$ 67.91
			8541 770 1270 02/01-03/01	601-5060-436.27-01	03-25-2016	(blank)	\$ 3,951.31
	88319	SDGE	3062 843 3719 01/29-03/01	101-5010-431.27-01	03-22-2016	(blank)	\$ 9.62
			7706 795 7872 02/01-03/01	101-5010-431.27-01	03-22-2016	(blank)	\$ 10.03
			3206 700 9265 02/01-03/02	101-6010-451.27-01	03-22-2016	(blank)	\$ 12.00
			9956 693 6272 02/01-03/02	101-6010-451.27-01	03-22-2016	(blank)	\$ 122.09
			5456 692 8951 02/01-03/01	101-6020-452.27-01	03-22-2016	(blank)	\$ 23.63
			6921 003 2109 02/01-03/02	101-6020-452.27-01	03-22-2016	(blank)	\$ 662.96
	88320	SITEONE LANDSCAPE SUPPLY, LLC	PVC NIPPLE SCHEDULE	101-6040-454.30-02	74592642	160024	\$ 3.60
			TREE STAKE TREAT	101-6040-454.30-02	74757105	160024	\$ 466.56
	88321	SOURCE GRAPHICS	HP DESIGNJET & SVC CONTRA	503-1923-419.50-04	76014	160546	\$ 9,201.49
	88322	SOUTHWEST SIGNAL	FEB 2016	101-5010-431.21-04	52159	160031	\$ 160.00
	88323	SPARKLETTS	FEB 2016	101-1210-413.30-01	10552239 030516	160169	\$ 24.02
	88324	THE KEZE GROUP, LLC	FEB 2016 SEWER USR STUDY	601-5060-436.21-04	1011	160430	\$ 5,810.00
			FEB 2016 CAPACITY FEE UPD	601-5060-436.21-04	1012	F16110	\$ 960.00
	88325	TRISTAR RISK MANAGEMENT	PREFUND W/C CLAIM	502-0000-106.03-00	97932	(blank)	\$ 14,044.43
	88330	U.S. BANK CORPORATE PAYMENT SYS	2YRDS CONCRETE	101-1910-419.30-02	674181-8	160576	\$ 337.80
			2YRDS CONCRETE	101-5010-431.30-02	675388-8	160576	\$ 337.80
			ACETONE	101-1910-419.30-02	098097/9562679	160581	\$ 8.08
			CITY VEHICLE CAR WASH	501-1921-419.29-04	02-19-2016	160580	\$ 22.49

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2016-03-17	88330	U.S. BANK CORPORATE PAYMENT SYS	CLEANER	101-1910-419.30-02	082887/9571521	160586 \$ 101.29
			COPY PAPER	101-3020-422.30-01	7722967	160568 \$ 156.47
			EMP COMPUTER LOAN	101-0000-209.01-03	BBY01-780300001	(blank) \$ 650.99
			EMP COMPUTER LOAN	101-0000-209.01-03	BBY01-781082003	(blank) \$ 3,297.99
			FENCE PARTS	101-6020-452.30-02	69007	160579 \$ 125.28
			FILE FOLDERS	101-1130-412.30-01	105-5190694-009	160563 \$ 144.66
			HALL,A APA MEMBERSHIP	101-1110-412.28-12	092189-1613	160558 \$ 630.00
			IRRIGATION PARTS	101-6040-454.30-02	039676/9590073	160582 \$ 21.75
			IRRIGATION SUPPLIES	101-6020-452.30-02	2804050-A-1	160590 \$ 71.86
			IRRIGATION SUPPLIES	101-6020-452.30-02	2826184-A-1	160590 \$ 52.39
			IRRIGATION SUPPLIES	101-6020-452.30-02	74508378	160590 \$ 7.34
			LG PARKING STICKERS	101-3030-423.30-02	2102	160571 \$ 108.00
			PAINT	101-1910-419.30-02	003385/4592485	160581 \$ 27.78
			RATER PANEL LUNCH	101-5020-432.28-04	061052	160563 \$ 76.28
			STATION SUPPLIES	101-3020-422.30-02	023214	160567 \$ 100.14
			STATION SUPPLIES	101-3020-422.30-02	082362	160567 \$ 161.62
			DISH SOAP	101-3030-423.28-01	052512	160571 \$ 9.81
			DEDINA,S PARKING FEES	101-1010-411.28-04	001598	160562 \$ 5.00
			OVER CHARGE ERROR	101-1020-411.28-08	HALD 2030 -1	160552 \$ 2.00
			CORRECT OVERCHARGE	101-1020-411.28-08	HALD 2030 -2	160552 \$ (4.00)
			ARMA MEMBERSHIP RENEWAL	101-1020-411.28-12	413198	160552 \$ 220.00
			ASCAP ANNUAL MUNI LICENSE	101-1020-411.28-12	500709908	160552 \$ 337.25
			HALD,J CC CONF REGISTRATN	101-1020-411.28-04	10318688	160552 \$ 395.00
			CARBELLO,S CONF LODGING	101-1020-411.28-04	17108	160553 \$ 260.00
			COUPLER	101-5010-431.30-02	074841/7583398	160587 \$ 6.46
			CREATIVE CLOUD RENEWAL	503-1923-419.28-13	702963683	160560 \$ 49.99
			CITY CELL PHONE REPAIR	101-3030-423.28-01	01-25-2016	160572 \$ 107.66
			TIRE GAUGE/PAINT SUPPLIES	101-3030-423.28-01	039825/0583844	160571 \$ 57.81
			HEAVY DUTY CLEANER	101-3030-423.28-01	110-0939361-520	160571 \$ 21.00
			SEIFERT,L CACEO MEMBERSHI	101-3040-424.28-12	300001969	160557 \$ 85.00
			SPACE HEATER	101-1110-412.30-01	112-4417891-693	160560 \$ 69.99
			FENCE SUPPLIES	101-6020-452.30-02	006614/9044359	160579 \$ 59.10
			FENCE SUPPLIES	101-6020-452.30-02	69044	160579 \$ 484.92
			DUSTER/BATTERIES	101-1910-419.30-02	010679/4582222	160586 \$ 32.30
			DREMEL TOOL	101-6040-454.30-02	011318/0592162	160581 \$ 106.92
			RUBBER LEG TIPS	101-1910-419.30-02	012840/6570386	160581 \$ 9.98
			WALL PROTECTOR	101-1910-419.30-02	01651S/5022199	160581 \$ 3.21
			FLASHLIGHT/STORMWATER SUP	101-5050-435.30-02	016987/4020948	160591 \$ 36.40
			FENCE RAPID SET/PAINT	101-1910-419.30-02	022628/4570534	160579 \$ 29.74
			FENCE RAPID SET/PAINT	101-6020-452.30-02	022628/4570534	160579 \$ 28.86

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2016-03-17	88330	U.S. BANK CORPORATE PAYMENT SYS	ST LIGHT CLEANERS	101-5010-431.30-02	022859/2582331	160587	\$ 72.58
			REBAR/ANCHOR ADHSV	101-1910-419.30-02	027078/8010486	160574	\$ 122.59
			DRYWALL SAW/TAPING KNIVES	101-1910-419.30-02	032204/5015111	160581	\$ 19.82
			CONCRETE PATCH BAGS/PROPA	101-5010-431.30-02	032753/0221439	160575	\$ 120.52
			SANDPAPER/RATCHET	101-1910-419.30-02	033858/6571020	160579	\$ 28.02
			SPACKLE	101-1910-419.30-02	036320/6582789	160581	\$ 4.62
			#630 TRUCK KEYS	101-6040-454.30-02	040797	160582	\$ 30.15
			MANDREL STARTER KIT/	101-6040-454.30-02	041422/2561979	160581	\$ 51.46
			LUMBER/CLAMPS	101-1910-419.30-02	044122/8010545	160581	\$ 38.82
			HALOGEN LAMPS	101-6040-454.30-02	045079/7562248	160581	\$ 41.73
			KEYSAFE	101-3020-422.30-02	045366/9583493	160566	\$ 32.37
			CHARGER ADAPTER	101-3020-422.30-02	049816	160566	\$ 59.39
			WATER HOSE/NOZZLES	101-6040-454.30-02	052445/2191044	160583	\$ 64.61
			WHEELBARROW/CLEANING SUPP	101-6040-454.30-02	056928/1264875	160584	\$ 182.84
			POWER PROTECTOR/UNDERCOAT	101-1910-419.30-02	058166/8581948	160579	\$ 68.87
			POWER PROTECTOR/UNDERCOAT	501-1921-419.30-02	058166/8581948	160579	\$ 17.10
			ROUTER BIT	101-6040-454.30-02	060750/6583471	160581	\$ 20.49
			PVC PIPE	101-5010-431.30-02	061241/6592956	160588	\$ 3.61
			CORRUGATED PLASTIC SHEET	101-5020-432.30-02	063250/6903151	160577	\$ 31.53
			PRIMER/SOLVENT	101-6020-452.30-02	0642288/0570767	160590	\$ 29.43
			PAINT ROLLERS/BRUSHES	101-5010-431.30-02	071001/0562615	160578	\$ 22.07
			DIVE UTILITY TANK PARTS	101-3030-423.30-02	074317/3563017	160569	\$ 40.59
			3" PIPE/PARTS FOR SEWER C	101-5010-431.30-02	075029/7583392	160587	\$ 56.29
			GFI TESTER	101-3040-424.30-02	075143/1011506	160555	\$ 9.16
			GLASS CLEANER/SANDPAPER	101-6040-454.30-02	081334/3582258	160581	\$ 27.95
			FOLDING MACHINE	101-3020-422.30-02	085002	160568	\$ 194.40
			WASHRACK DRAIN LINE	101-1910-419.30-02	086357/9044362	160585	\$ 211.51
			PARK ELECTRICAL SUPPLIES	101-6040-454.30-02	091680/4573939	160582	\$ 23.14
			3 WIRE CONNECTORS	101-3020-422.30-02	096815/8583992	160565	\$ 4.84
			ELECTRICAL SUPPLY	101-1910-419.30-02	097630/0570135	160579	\$ 46.82
			REBAR BUNDLES	101-5010-431.30-02	098554/2023816	160587	\$ 63.50
			LATERAL 2 DRAWER FILE	101-1130-412.30-02	105-4089553-041	160563	\$ 176.36
			BLACK CARPET STAIR NOSING	101-1910-419.30-02	1-148880	160581	\$ 260.50
			STICKER APPLICATION FLUID	101-3030-423.30-02	13038901-00	160571	\$ 29.25
			MAIN LINE SNAKE-PW	101-1910-419.30-02	22289	160579	\$ 95.00
			MAIN LINE SNAKE -CH	101-1910-419.30-02	22290	160579	\$ 95.00
			FINANCE STORAGE LOCK	101-1910-419.30-02	225932	160579	\$ 155.80
			WATERPROOF WIRE CONNECTRS	101-5010-431.30-02	2497719-00	160587	\$ 28.25
			CHAINSAW/POWER BRUSH	101-6040-454.30-02	395932	160583	\$ 222.44
			ST SIGN WAX/PROTECTANT	101-5010-431.30-02	3980-354133	160587	\$ 11.33

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2016-03-17	88330	U.S. BANK CORPORATE PAYMENT SYS	BASKETBALL/PORTABLE HOOP	101-3020-422.30-02	600096077	160568	\$ 350.98
			1YRD CONCRETE	101-5010-431.30-02	674599-8	160576	\$ 170.40
			UNIFORM NAME BADGES	101-3020-422.30-02	6834	160566	\$ 19.33
			NOLF SLAUTE FLAG SETS	101-5010-431.30-02	72500	160587	\$ 590.98
			ENVELOPES/CARDS	101-1110-412.30-02	7722456	160560	\$ 98.63
			CELL PHONE BELT CLIP	101-3020-422.30-02	818129	160566	\$ 32.38
			TIDELINES CALENDARS	101-3030-423.30-02	8370	160570	\$ 101.12
			STEEL CLAD, BOOK	101-6040-454.30-02	RS-G04082	160584	\$ 465.35
			CERTIFIED MAIL FEES	101-3070-427.28-09	028351	160557	\$ 7.23
			OVERNIGHT SHIPPING FEES	101-1230-413.28-09	782295017310	160556	\$ 96.06
			CODE ENF DOCUMENTS	101-3070-427.28-11	90008899	160557	\$ 7.50
			GUEVARA,S-CODE ENF TRAINI	101-3040-424.20-06	200002046	160557	\$ 50.00
			GUEVARA,S TRAINING COURSE	101-3040-424.20-06	200002150	160557	\$ 15.00
			SEIFERT,L-TRAINING COURSE	101-3040-424.20-06	200002182	160557	\$ 15.00
			FEB/MAR 2016 CONSTANT CON	101-1110-412.28-14	1455268465501	160560	\$ 35.00
			RATER PANEL REFRESHMENTS	101-5020-432.28-04	00081536	160563	\$ 6.00
			RATER PANEL REFRESHMENTS	101-5020-432.28-04	734477	160563	\$ 14.95
			COFFEE/COOKIES	101-1110-412.28-04	001165	160560	\$ 48.60
			DEDINA,S PARKING FEE, LEA	101-1010-411.28-04	01-29-2016	160562	\$ 12.00
			HALL,A 2016 CM MTG LUNCHE	101-1110-412.28-04	01354497	160558	\$ 44.88
			CORTEZ,E LUNCH MEETING	101-1130-412.28-04	013632	160561	\$ 28.92
			BELL,J-ACADEMY MEALS	101-3020-422.28-04	014616	160566	\$ 125.20
			COFFEE & REFRESHMENTS/STA	101-1010-411.28-04	017874	160564	\$ 79.60
			HALL,A 2016 CM MTG LUNCH	101-1110-412.28-04	020379	160558	\$ 9.60
			MORENO,N LUNCH AT TRNG	101-1130-412.28-04	02-04-2016	160563	\$ 18.64
			HALL,A BKFAST MEETING	101-1110-412.28-04	062799	160558	\$ 32.91
			SPRIGGS,E PARKING FEES	101-1010-411.28-04	093424	160559	\$ 30.00
			NOWAK,D-ICC BLDG SEMINAR	101-3040-424.28-04	100308053	160556	\$ 160.00
			LEVIEN,H PARKING FEES	101-5020-432.28-04	19950702	160580	\$ 5.00
			PROJECTOR SCREEN RENTAL	101-1110-412.28-04	235784	160560	\$ 347.04
			SCUBA DIVE TRAINING	101-3030-423.28-04	352773	160571	\$ 328.57
			SPRIGGS,E RETREAT MEALS	101-1010-411.28-04	4EC668705388240	160559	\$ 66.00
			02/17/16 COUNCIL DINNER	101-1010-411.28-04	85361	160563	\$ 80.20
			DUSH,S-ICMA MEMBERSHIP	101-1230-413.28-04	AL0AD0C02B28	160554	\$ 1,336.00
			DEDINA,S CORONADO CHAMBER	101-1010-411.28-04	5DFEB98	160562	\$ 35.00
			DEDINA,S-TRAVEL TRADE INI	101-1010-411.28-04	TLXHKH	160562	\$ 237.41
			FAST SETTING CONCRETE MIX	420-5000-532.20-06	053178/1021450	160576	\$ 67.39
			UNLEADED PUMP REPAIRS	501-1921-419.28-01	22774	160589	\$ 150.00
			UNLEADED PUMP REPAIRS	501-1921-419.28-01	22775	160589	\$ 354.75
			E39 FILTERS/LUBE ELEMENT	501-1921-419.28-16	218965	160589	\$ 264.35

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2016-03-17	88330	U.S. BANK CORPORATE PAYMENT SYS	E39 AIR CLEANER	501-1921-419.28-16	478845	160589	\$ 175.64
			FUEL PUMP PARTS	501-1921-419.28-16	047286	160589	\$ 45.83
			FUEL ISLAND PUMP PARTS	501-1921-419.28-16	SD 1037124-01	160589	\$ 209.77
			SHOP PRESS SEALS	501-1921-419.28-16	SO-44702	160589	\$ 19.00
			CREATIVE CLOUD 1YR SUBSCR	503-1923-419.28-13	706453959	160560	\$ 599.88
			CREATIVE CLOUD CREDIT	503-1923-419.28-13	706491283	160560	\$ (16.13)
			P5 8 ROOF PATCH MATERIAL	601-5060-436.30-02	032292/6044483	160574	\$ 23.84
			ROOF PATCH	601-5060-436.30-02	068497/8010485	160574	\$ 40.40
			WET/DRY VAC	601-5060-436.30-22	000966/6044482	160574	\$ 110.78
			DEWALT HAMMER DRILL	601-5060-436.30-22	W458637753	160574	\$ 388.80
2016-03-17 Total							\$ 259,260.16
2016-03-24	165	AFLAC	PR AP PPE 3/03/16	101-0000-209.01-13	20160310	(blank)	\$ 332.48
			PAYROLL AP PPE 3/17/16	101-0000-209.01-13	20160324	(blank)	\$ 332.48
	166	CALIFORNIA STATE DISBURSEMENT UI	PAYROLL AP PPE 3/17/16	101-0000-209.01-07	20160324	(blank)	\$ 355.84
	167	COLONIAL LIFE & ACCIDENT	PR AP PPE 3/03/16	101-0000-209.01-13	20160310	(blank)	\$ 50.09
			PAYROLL AP PPE 3/17/16	101-0000-209.01-13	20160324	(blank)	\$ 50.09
	168	FRANCHISE TAX BOARD	PAYROLL AP PPE 3/17/16	101-0000-209.01-07	20160324	(blank)	\$ 21.45
	169	I B FIREFIGHTERS ASSOCIATION	PAYROLL AP PPE 3/17/16	101-0000-209.01-08	20160324	(blank)	\$ 360.00
	170	ICMA RETIREMENT TRUST 457	PAYROLL AP PPE 3/17/16	101-0000-209.01-10	20160324	(blank)	\$ 6,951.04
	171	SEIU LOCAL 221	PAYROLL AP PPE 3/17/16	101-0000-209.01-08	20160324	(blank)	\$ 1,313.76
	172	STATE OF CALIFORNIA FTB	PAYROLL AP PPE 3/17/16	101-0000-209.01-07	20160324	(blank)	\$ 100.00
	173	US BANK	PAYROLL AP PPE 3/17/16	101-0000-209.01-20	20160324	(blank)	\$ 1,199.18
	88331	ATEL COMMUNICATIONS, INC.	12/13/16-12/17/16 FINAL	503-1923-419.29-04	43486	(blank)	\$ 49.30
	88332	ATKINS NORTH AMERICA, INC.	DEC 2015 DEVELPMNT REVIEW	402-5000-532.20-06	1830905	160601	\$ 33.93
	88333	CALIFORNIA AMERICAN WATER	1015-210019531534 FEB 16	101-6020-452.27-05	04-07-2016	(blank)	\$ 15.12
			1015-210021068268 FEB 16	101-6010-451.27-02	04-05-2016	(blank)	\$ 76.79
			1015-210021068367 FEB 16	101-6010-451.27-02	04-05-2016	(blank)	\$ 2,845.97
			1015-210021067159 FEB 16	101-6020-452.27-02	04-05-2016	(blank)	\$ 21.29
			1015-210020277854 FEB 16	101-1910-419.27-02	04-06-2016	(blank)	\$ 62.69
			1015-210019178568 FEB 16	101-6020-452.27-02	04-06-2016	(blank)	\$ 76.79
			1015-210019335484 FEB 16	101-6020-452.27-02	04-06-2016	(blank)	\$ 150.77
			1015-210019335774 FEB 16	101-6020-452.27-02	04-06-2016	(blank)	\$ 163.11
			1015-210020731235 FEB 16	101-6020-452.27-02	04-06-2016	(blank)	\$ 8.97
			1015-210019335347 FEB 16	101-1910-419.27-02	04-07-2016	(blank)	\$ 126.11
			1015-210019334948 FEB 16	101-6020-452.27-02	04-07-2016	(blank)	\$ 8.97
			1015-210019335682 FEB 16	101-6020-452.27-02	04-07-2016	(blank)	\$ 19.54
			1015-210019335835 FEB 16	101-6020-452.27-02	04-07-2016	(blank)	\$ 8.97
			1015-210021068541 FEB 16	101-6020-452.27-02	04-07-2016	(blank)	\$ 329.58
			1015-210021082448 FEB 16	101-6020-452.27-02	04-07-2016	(blank)	\$ 37.15
			1015-210019176333 FEB 16	101-6020-452.27-02	04-08-2016	(blank)	\$ 8.97

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2016-03-24	88333	CALIFORNIA AMERICAN WATER	1015-210019335248 FEB 16	101-6020-452.27-02	04-08-2016	(blank)	\$ 1,076.47	
			1015-210019531626 FEB 16	101-6020-452.27-02	04-08-2016	(blank)	\$ 8.97	
			1015-210019535857 FEB 16	101-6020-452.27-02	04-08-2016	(blank)	\$ 8.97	
			1015-210019746893 FEB 16	101-6020-452.27-02	04-08-2016	(blank)	\$ 8.97	
			1015-210019401916 FEB 16	601-5060-436.27-02	04-06-2016	(blank)	\$ 33.63	
88334	COLE OFFICE PRODUCTS INC	COPY PAPER	101-1210-413.30-01	338093-0	160604	\$ 1,274.40		
88335	COUNTY OF SAN DIEGO	FEB 2016 PARKING PENALTY	101-3010-421.21-04	02/16	(blank)	\$ 1,844.50		
88336	COUNTY RECORDER	NOE 1230 HOLLY AVENUE	101-0000-221.01-02	MF 1167	(blank)	\$ 50.00		
		NOE 944 11TH STREET	101-0000-221.01-02	MF 1176	(blank)	\$ 50.00		
		NOE 808 13TH STREET	101-0000-221.01-02	MF 1178	(blank)	\$ 50.00		
		NOE 572 11TH STREET	101-0000-221.01-02	MF 1179	(blank)	\$ 50.00		
88337	MISCELLANEOUS REFUNDS	REFUND DOG LICENSE FEES	101-0000-324.72-20	CR 4840	(blank)	\$ 12.00		
88338	DOWNSTREAM SERVICES, INC.	CCTV 8"VCP SEWER LINES	601-5060-536.20-06	100479	F16109	\$ 964.00		
88339	DRUG TESTING NETWORK INC	MAR 2016 DMV RECERT	101-1130-412.20-06	81221	160102	\$ 60.95		
88340	EYE/COMM	SEWER RATE INCREASE MAILI	601-5060-436.29-04	48736	F16112	\$ 2,569.28		
88341	FLYERS ENERGY LLC	903.7 GAL REG FUEL	501-1921-419.28-15	16-222935	160364	\$ 2,313.20		
88342	GO-STAFF, INC.	W/E 03/16/16 FERGUSON,N	101-1210-413.21-01	160850	160167	\$ 666.90		
		W/E 03/20/16 FERGUSON,N	101-1210-413.21-01	161454	160167	\$ 311.22		
		W/E 03/06/16 RODRIGUEZ,A	501-1921-419.21-01	160516	160110	\$ 989.76		
		W/E 03/13/16 RODRIGUEZ,A	501-1921-419.21-01	160849	160110	\$ 742.32		
		W/E 03/20/16 RODRIGUEZ,A	501-1921-419.21-01	161453	160110	\$ 989.76		
		W/E 03/06/16 HOLGUIN,N	601-5060-436.21-01	160516	160290	\$ 613.44		
		W/E 03/13/16 HOLGUIN,N	601-5060-436.21-01	160849	160290	\$ 664.56		
		W/E 03/20/16 HOLGUIN,N	601-5060-436.21-01	161453	160290	\$ 536.76		
		88343	GRAINGER	FLUORESCENT LAMP	101-1910-419.30-02	9052010031	160007	\$ 17.74
				MATAL HALIDE LAMP	101-6020-452.30-02	9041243917	160007	\$ 76.62
EAR PLUGS	101-5010-431.30-02			9045366441	160007	\$ 134.71		
LATEX GLOVES/GREASE/COMPN	101-5010-431.30-02			9040398134	160007	\$ 894.92		
CFL PLUG-IN	101-1910-419.30-02			9047303996	160007	\$ 43.09		
BREEZEWAY FIXTURE	101-1910-419.30-02			9047304002	160007	\$ 88.21		
MERCURY VAPOR LAMP	101-1910-419.30-02			9049305593	160007	\$ 18.78		
AIR LINE LUBRICATOR	501-1921-419.30-22			9046527058	160007	\$ 59.11		
BALLAST/PLUG-IN CFL	601-5060-436.28-01			9053244654	160007	\$ 133.88		
88344	HAAKER EQUIPMENT COMPANY			VACTOR SEWER CLEANER	501-1921-419.25-02	E06378	160598	\$ 13,460.00
88345	JASON BELL	TUITION REIMBURSEMENT	101-1130-412.29-01	BELL 03-16-2016	160376	\$ 485.00		
		TUITION REIMBURSEMENT	101-3020-422.29-01	BELL 03-16-2016	160376	\$ 257.50		
88346	MISCELLANEOUS REFUNDS	REFUND BL OVERPAYMENT	101-0000-321.72-10	CR 4744	(blank)	\$ 52.00		
88347	KAMAN INDUS TECHNOLOGIES	STOCK SHELF BELTS	601-5060-436.30-02	B543724	160009	\$ 674.53		
88348	KANE, BALLMER & BERKMAN	ATTORNEY SERVICES	216-1240-413.20-06	22289	160603	\$ 687.50		
		ATTORNEY SERVICES	303-1250-413.20-01	22288	160603	\$ 3,517.50		

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2016-03-24						
88348	KANE, BALLMER & BERKMAN	ATTORNEY SERVICES	303-1250-413.20-01	22290	160603	\$ 165.00
88349	KEYSER MARSTON ASSOC INC	FEB 2016 HOUSING AUTH CON	216-1240-413.20-06	0029410	160600	\$ 1,935.00
88350	MASON'S SAW & LAWNMOWER	POWER BRUSH/CHAIN	101-6020-452.30-02	400435	160023	\$ 90.09
		POWER BRUSH/CHAIN	101-6040-454.30-02	400435	160023	\$ 140.61
		CARBURETOR/FILTER	501-1921-419.30-02	400434	160023	\$ 115.74
88351	MCDUGAL LOVE ECKIS &	ATTORNEY SERVICES	101-1220-413.20-01	89797	(blank)	\$ 225.00
		ATTORNEY SERVICES	101-1220-413.20-01	89799	(blank)	\$ 422.15
		ATTORNEY SERVICES	101-1220-413.20-02	89794	160173	\$ 9,227.00
		ATTORNEY SERVICES	502-1922-419.20-01	89792	(blank)	\$ 484.00
		ATTORNEY SERVICES	502-1922-419.20-01	89793	(blank)	\$ 761.99
		ATTORNEY SERVICES	502-1922-419.20-01	89795	(blank)	\$ 231.39
		ATTORNEY SERVICES	502-1922-419.20-01	89796	(blank)	\$ 5,270.10
		ATTORNEY SERVICES	502-1922-419.20-01	89821	(blank)	\$ 1,875.00
		ATTORNEY SERVICES	216-1240-413.20-01	89798	(blank)	\$ 442.50
88352	MLAM, INC.	FIESTA DEL MAR PERFORMANC	101-1110-412.28-08	03-01-2016	160551	\$ 1,375.00
		2016 FIESTA DEL MAR CONSU	101-1110-412.28-08	03-21-2016	F16102	\$ 250.00
88353	NOLTE ASSOCIATES, INC.	ATTORNEY SERVICES	303-1250-413.20-01	41231	160599	\$ 5,720.01
		JAN 2016	303-1250-413.20-06	42245	160599	\$ 2,713.50
		JAN 2016 CONST INSPEC	101-5000-532.20-06	42025	160471	\$ 4,578.00
		JAN 2016 CONST INSPEC	201-5000-532.20-06	42025	160471	\$ 130.80
		JAN 2016 CONST INSPEC	202-5016-531.20-06	42025	160471	\$ 1,438.80
		JAN 2016 CONST INSPEC	401-5020-532.20-06	42025	160471	\$ 14,911.20
		JAN 2016 CONST INSPEC	402-5000-532.20-06	42025	160471	\$ 1,249.80
		JAN 2016 CONST INSPEC	601-5060-536.20-06	42025	160471	\$ 261.60
		JAN 2016 CONST INSPEC	101-5020-432.21-01	42025	160471	\$ 1,831.20
		JAN 2016 PLAN CHECKS	101-0000-221.01-02	42284	(blank)	\$ 290.00
		JAN 2016 PLAN CHECKS	101-0000-221.01-02	42285	(blank)	\$ 652.50
		JAN 2016 PLAN CHECKS	216-1240-413.20-06	42159	160599	\$ 1,111.50
88354	OCHOA ELECTRIC	1B MOTOR SWAP	601-5060-436.21-04	2190	160379	\$ 550.00
		PS #5 TROUBLESHOOT/REPAIR	601-5060-436.21-04	2192	160379	\$ 137.00
88355	OFFICE DEPOT, INC	COPY PAPER	101-5020-432.30-01	828646918001	160000	\$ 48.48
		LABELS	101-1110-412.30-01	827675350001	160000	\$ 12.07
		WATER	101-1110-412.30-01	827625203001	160000	\$ 15.65
		EASEL PAD	101-1110-412.30-01	826640853001	160000	\$ 118.79
		INVENTORY LABELS	101-1110-412.30-01	826641075001	160000	\$ 93.85
		WIESMANN,K BUSINESS CARDS	101-1210-413.30-01	826922812001	160000	\$ 44.09
		EXPANDING FILES	101-1110-412.30-01	827106202001	160000	\$ 16.19
		VIEW BINDER/HOLE PUNCH	101-5020-432.30-01	828647076001	160000	\$ 15.39
		FILE STORAGE BOXES	101-1210-413.30-02	828561153001	160000	\$ 30.39
88356	PRAXAIR DISTRIBUTION INC	COMPRESSED NON-FLAMMABLE	101-6040-454.30-02	54944194	160001	\$ 72.01

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2016-03-24	88356	PRAXAIR DISTRIBUTION INC	GAS REGULATOR	501-1921-419.30-22	54947727	160001	\$ 86.40
	88357	PRINCIPAL FINANCIAL GROUP	APR 2016 DENTAL PPO	101-0000-209.01-12	APR 2016	(blank)	\$ 2,366.69
	88358	PRUDENTIAL OVERALL SUPPLY	02/24/16 PW UNIFORMS	101-5020-432.25-03	30564321	160082	\$ 118.20
			03/02/16 PW UNIFORMS	101-5020-432.25-03	30565728	160082	\$ 135.65
			03/09/16 PW UNIFORMS	101-5020-432.25-03	30567139	160082	\$ 125.35
			03/16/16 PW UNIFORMS	101-5020-432.25-03	30568547	160082	\$ 134.39
	88359	READYREFRESH	MAR 2016	101-1010-411.30-02	06C0034479279	160530	\$ 18.08
	88360	MISCELLANEOUS REFUNDS	RFND BUILDING PERMIT	101-0000-221.01-07	16-00000064 BON	(blank)	\$ 1.00
			RFND BUILDING PERMIT	101-0000-322.73-01	16-00000064 BON	(blank)	\$ 82.43
			RFND BUILDING PERMIT	101-0000-344.75-03	16-00000064 BON	(blank)	\$ 2.00
	88361	ROBERTSON'S	10 YARDS CONCRETE	101-5010-431.30-02	735069	160179	\$ 950.40
	88362	SAN DIEGO COUNTY - ASSESSOR, PO B	MAPS	101-1230-413.29-04	201600107	160602	\$ 4.00
			FEB 2016 MAPS	101-1230-413.29-04	201600160	160602	\$ 2.00
	88363	SITEONE LANDSCAPE SUPPLY, LLC	EAGLE SCOUT PROJ SUPPLIES	101-5010-431.30-02	73853854	160024	\$ 240.68
			EAGLE SCOUT PROJ SUPPLIES	101-6020-452.30-02	73853854	160024	\$ 58.34
	88364	SLOAN ELECTRIC COMPANY	F2 MOTOR DELIVERY/PS #1B	601-5060-436.21-04	0066313	160053	\$ 1,807.96
	88365	SPARKLETTS	FEB/MAR 2016	101-3020-422.30-02	12529930 031116	160245	\$ 139.79
	88366	SPS VAR, LLC	SVC AD REESTABLISHMNT FEE	503-1923-419.20-25	12989	160548	\$ 2,715.00
	88367	STATE CONTROLLER'S OFFICE DIV. OF	FY 16 ANNUAL ST REPORT	201-5000-532.20-06	FAUD-00000289	(blank)	\$ 2,412.32
	88368	TERRA BELLA NURSERY, INC.	PLANTS	101-6020-452.30-02	164918	160027	\$ 1,025.89
	88369	TRISTAR RISK MANAGEMENT	FEB 2016 W/C LOSS REPLENI	502-0000-106.03-00	97823	(blank)	\$ 2,274.97
	88370	TYRA MOE	TUITION REIMBURSEMENT	101-1130-412.29-01	MOE 03-16-2016	160547	\$ 602.00
	88371	U.S. BANK CORPORATE PAYMENT SYS	PENS	503-1923-419.30-01	114-4020403-663	160573	\$ 12.84
			WIRELESS MOUSE	503-1923-419.30-22	114-7140733-970	160573	\$ 85.31
			SURFACE DOCK/ADAPTER	101-3020-422.30-02	114-0575798-211	160573	\$ 185.93
			CLOUD PERSONAL NETWORK AT	101-3020-422.30-02	114-0848849-659	160573	\$ 136.07
			MICROSOFT SURFACE BOOK	101-3020-422.30-02	9437504475	160573	\$ 2,914.92
			ENDORSEMENT STAMP/DEP SLI	101-1210-413.30-02	99151350	160573	\$ 136.98
			HAND SANITIZER	503-1923-419.30-01	114-4217075-817	160573	\$ 22.99
			SERVER BATTERY	503-1923-419.30-02	107626	160573	\$ 235.37
			WEATHER MONITOR CONTROLLE	503-1923-419.30-22	01-30-2016	160573	\$ (125.93)
			WIRELESS MOUSE/LAPTOP BAG	503-1923-419.30-22	112-5350306-106	160573	\$ 70.37
			MICROSOFT SURFACE PRO4/CO	503-1923-419.30-22	114-0090061-994	160573	\$ 1,228.68
			ERGONOMIC MOUSE	503-1923-419.30-22	114-5727436-668	160573	\$ 199.95
			LCD MONITOR/USB DRIVES/ST	503-1923-419.30-22	114-9034983-272	160573	\$ 479.41
			SPEAKERS/HEADPHONES	503-1923-419.30-22	114-9291761-862	160573	\$ 93.53
	88372	VERIZON BUSINESS SERVICES	FEB 2016 VOIP SV202863	503-1923-419.27-04	69717053	(blank)	\$ 75.86
			FEB 2016 VOIP SV202862	503-1923-419.27-04	69719006	(blank)	\$ 157.82
	88373	VERIZON WIRELESS	02/09/2016-03/08/2016	101-3020-422.27-05	9761766471	(blank)	\$ 162.95
			02/09/2016-03/08/2016	101-3030-423.27-05	9761766471	(blank)	\$ 155.91

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2016-03-24	88373	VERIZON WIRELESS	02/09/2016-03/08/2016	101-3040-424.27-05	9761766471	(blank)	\$ 87.98
			02/09/2016-03/08/2016	101-3070-427.27-05	9761766471	(blank)	\$ 74.86
			02/09/2016-03/08/2016	101-5010-431.30-02	9761766471	(blank)	\$ 25.21
			02/09/2016-03/08/2016	101-5020-432.27-05	9761766471	(blank)	\$ 668.89
			02/09/2016-03/08/2016	101-6020-452.30-02	9761766471	(blank)	\$ 25.21
			02/09/2016-03/08/2016	503-1923-419.27-05	9761766471	(blank)	\$ 275.93
	88374	WAGeworks INC.	MAR 2016	101-1210-413.29-04	125A10451574	160172	\$ 155.00
	88375	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	101-6040-454.30-02	75833407	160097	\$ 1,232.11
			JANITORIAL SUPPLIES	101-6040-454.30-02	75856763	160097	\$ 362.88
	88376	WELLS FARGO	MAR 2016-MAR 2017 IMPRVMN	735-0000-221.03-03	1293275	(blank)	\$ 500.00
	88377	WHITE CAP CONSTRUCTION SUPPLY	CONCRETE TOOLS	101-5010-431.30-22	10004883622	160013	\$ 294.07
			SAFETY VESTS/CAUTION TAPE	601-5060-436.30-02	10004852864	160013	\$ 176.13
	88378	ZUMAR INDUSTRIES INC.	STREET SIGNS	101-5010-431.21-23	0163556	160012	\$ 393.77
			STREET NAME SIGN	101-3020-422.30-02	0163679	160012	\$ 143.36
	88379	MISCELLANEOUS VENDOR	DIGITAL TOKENS FOR RECORD	101-1020-411.21-04	03-24-2016	(blank)	\$ 200.00
	88380	TYLER FOLTZ	PLANS DESKS-DUSH/FOLTZ	101-1230-413.30-02	04996C	(blank)	\$ 307.78
2016-03-24 Total							\$ 137,110.65
2016-04-06	88381	SD COUNTY FIRE CHIEFS ASSOCIATION FRENCH,J MEMBERSHIP		101-3020-422.28-12	2014/2015	(blank)	\$ 100.00
2016-04-06 Total							\$ 100.00
2016-04-08	174	CALIFORNIA STATE DISBURSEMENT UI	PAYROLL AP PPE 3/31/16	101-0000-209.01-07	20160407	(blank)	\$ 355.84
	175	FRANCHISE TAX BOARD	PAYROLL AP PPE 3/31/16	101-0000-209.01-07	20160407	(blank)	\$ 87.80
	176	I B FIREFIGHTERS ASSOCIATION	PAYROLL AP PPE 3/31/16	101-0000-209.01-08	20160407	(blank)	\$ 360.00
	177	ICMA RETIREMENT TRUST 457	PAYROLL AP PPE 3/31/16	101-0000-209.01-10	20160331	(blank)	\$ 500.00
			PAYROLL AP PPE 3/31/16	101-0000-209.01-10	20160407	(blank)	\$ 6,387.27
	178	SEIU LOCAL 221	PAYROLL AP PPE 3/31/16	101-0000-209.01-08	20160331	(blank)	\$ 27.04
			PAYROLL AP PPE 3/31/16	101-0000-209.01-08	20160407	(blank)	\$ 1,362.59
	179	STATE OF CALIFORNIA FTB	PAYROLL AP PPE 3/31/16	101-0000-209.01-07	20160407	(blank)	\$ 293.88
	180	US BANK	PAYROLL AP PPE 3/31/16	101-0000-209.01-20	20160407	(blank)	\$ 1,721.80
	88382	ALLIANT INSURANCE SEVICES, INC	JAN-MAR 2016 INSURANCE	101-0000-221.01-04	03-30-2016	(blank)	\$ 207.00
	88383	AMERICAN MESSAGING	MAR 2016	101-3020-422.27-05	L1074045QC	160244	\$ 84.03
			MAR 2016	101-3030-423.30-02	L1074045QC	160244	\$ 55.29
			APR 2016	101-3020-422.27-05	L1074045QD	160244	\$ 37.22
			APR 2016	101-3030-423.30-02	L1074045QD	160244	\$ 53.48
	88384	ARAM YASHU	EMT REIMBURSTMENT	101-3030-423.28-04	030727	(blank)	\$ 54.00
	88386	AT&T	9391033944	503-1923-419.27-04	7845928	(blank)	\$ 256.93
			9391033947	503-1923-419.27-04	7845956	(blank)	\$ 165.95
			9391033954	503-1923-419.27-04	7822618	(blank)	\$ 17.44
			9391033959	503-1923-419.27-04	7822620	(blank)	\$ 0.10
			9391033960	503-1923-419.27-04	7822621	(blank)	\$ 304.58
			9391033952	503-1923-419.27-04	7822622	(blank)	\$ 19.81

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Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
2016-04-08	88386	AT&T	9391033948	503-1923-419.27-04	7828163	(blank) \$ 19.90
			9391033949	503-1923-419.27-04	7828164	(blank) \$ 0.12
			9391033957	503-1923-419.27-04	7822628	(blank) \$ 0.02
			9391033951	503-1923-419.27-04	7828174	(blank) \$ 0.11
			9391033950	503-1923-419.27-04	7794757	(blank) \$ 19.32
			9391033958	503-1923-419.27-04	7822626	(blank) \$ 26.42
			9391036910	503-1923-419.27-04	7822776	(blank) \$ 0.08
			9391036907	503-1923-419.27-04	7828232	(blank) \$ 0.01
			9391036909	503-1923-419.27-04	7822777	(blank) \$ 0.09
			9391053499	503-1923-419.27-04	7828369	(blank) \$ 86.51
			9391053500	503-1923-419.27-04	7828370	(blank) \$ 62.64
			9391053670	503-1923-419.27-04	7854649	(blank) \$ 531.17
			9391053671	503-1923-419.27-04	7854650	(blank) \$ 723.43
			9391053672	503-1923-419.27-04	7854651	(blank) \$ 144.07
88387	AZTEC LANDSCAPING INC	MAR 2016	101-5010-431.21-04	0028831-IN	160081	\$ 1,499.00
88388	CALIFORNIA DENTAL	MAY 2016 DENTAL COVERAGE	101-0000-209.01-12	MAY 2016	(blank)	\$ 793.22
88389	CDW GOVERNMENT INC	MULTIBAND MODEM	101-3020-422.30-02	BVV0084	160647	\$ 812.44
88390	CHULA VISTA ALARM, INC	ALARM SYSTEM @ CH & COMM	101-1910-419.28-01	33450	F16116	\$ 252.30
		APR 2016 -2089 EOC	101-1910-419.20-23	33582	160088	\$ 30.00
		APR 2016 -2466 PW REAR	101-1910-419.20-23	33616	160088	\$ 55.00
		APR 2016 -2698 CITY HALL	101-1910-419.20-23	33655	160088	\$ 30.00
		APR 2016 -1427 MV CENTER	101-1910-419.20-23	33667	160088	\$ 30.00
		APR 2016 -314	101-1910-419.20-23	33692	160088	\$ 40.00
88391	CHULA VISTA ANIMAL CARE FACILITY	JAN/FEB 2016 OT/CALLBACK	101-3050-425.20-06	JAN/FEB 2016	160357	\$ 391.64
88392	MISCELLANEOUS VENDOR	2015 ANNUAL AGENCY DUES	101-3030-423.28-04	2015	(blank)	\$ 100.00
88393	COX COMMUNICATIONS	03/25-04/24 3110039780701	503-1923-419.21-04	04-15-2016	160166	\$ 1,000.00
		03/22-04/21 3110038384601	503-1923-419.21-04	04-12-2016	160287	\$ 230.00
88394	DIVISION OF THE STATE ARCHITECT	JAN-MAR 2016 SB1186 FEES	101-0000-371.83-03	03-31-2016	(blank)	\$ (571.20)
		JAN-MAR 2016 SB1186 FEES	101-0000-371.83-09	03-31-2016	(blank)	\$ 816.00
88395	EAGLE NEWSPAPER	FEB 2016 LEGAL ADS	101-0000-221.01-02	93584	(blank)	\$ 90.00
88396	MISCELLANEOUS REFUNDS	OL REFUNDS	101-0000-344.76-03	0007527	(blank)	\$ 57.75
88397	FIDELITY SECURITY LIFE INSURANCE CO	APR 2016 VISION COVERAGE	101-0000-209.01-18	APR 2016	(blank)	\$ 380.67
88398	FLYERS ENERGY LLC	1092 G REG/497 G DIESEL F	501-1921-419.28-15	16-226522	160364	\$ 3,862.36
88399	IB BUSINESS IMPROVEMENT DISTRICT	MAR 2016 BID FEES	101-0000-203.22-00	MAR 2016	(blank)	\$ 2,495.00
88400	JACQUELINE SUE STENZEL	MAR 2015 SR YOGA CLASS	101-6030-453.20-06	33	160131	\$ 160.00
88401	MISCELLANEOUS "DEVELOPERS"	BOND REFUND 381 ELM AVE	101-0000-221.01-05	TEP 15-98	(blank)	\$ 2,464.00
88402	KANE, BALLMER & BERKMAN	ATTORNEY SERVICES	216-1240-413.20-06	22192	160653	\$ 330.00
		ATTORNEY SERVICES	303-1250-413.20-01	22139	160653	\$ 306.92
		ATTORNEY SERVICES	303-1250-413.20-01	22194	160653	\$ 3,630.00
		ATTORNEY SERVICES	303-1250-413.20-01	22195	160653	\$ 1,127.50

City of Imperial Beach

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2016-04-08	88402	KANE, BALLMER & BERKMAN	ATTORNEY SERVICES	402-5000-532.20-06	22190	160653	\$ 165.00
			ATTORNEY SERVICES	216-1240-413.20-01	22193	160653	\$ 2,492.50
	88403	MANAGED HEALTH NETWORK	APR 2016 EAP SVCS	101-1130-412.20-06	3200078030	160100	\$ 420.00
	88404	O'REILLY AUTOMOTIVE STORES, INC.	#602 STEERING WHEEL COVER	501-1921-419.28-16	3980-365654	160063	\$ 10.79
	88405	OFFICE DEPOT, INC	LABELS	101-5020-432.30-01	830877854001	160000	\$ 21.59
			PENS	101-1230-413.30-01	830086534001	160000	\$ 13.05
			PENS/MARKERS/MISC	101-1230-413.30-01	830086413001	160000	\$ 37.45
			PENS/MARKERS/MISC	101-3040-424.30-01	830086413001	160000	\$ 2.79
			PENS/MARKERS/MISC	101-3040-424.30-02	830086413001	160000	\$ 12.95
			BATTERIES/LAMINATING SHEE	101-5020-432.30-01	830877906001	160000	\$ 50.07
			BUSINESS CARDS-GUERN,M	101-1210-413.30-02	829682161001	160000	\$ 44.09
	88406	ONE SOURCE DISTRIBUTORS	LAMP ENCLOSURE	101-6020-452.28-01	S505S701.001	160010	\$ 260.06
			MED HPS LAMP	101-6040-454.30-02	S5076635.001	160010	\$ 64.42
			HPS LAMP/CDM-R ELITE	101-6040-454.30-02	S5076635.002	160010	\$ 431.37
	88407	PADRE JANITORIAL SUPPLIES	LAUNDRY DETERGENT	101-3030-423.30-02	381406-1	160019	\$ 25.32
			PURELL HND. SNTZER.	101-3030-423.28-01	381435	160019	\$ 63.08
			TOWELS, SOAP, TISSUE	101-3030-423.28-01	382564	160019	\$ 205.18
			TOWELS, LOTION, BROOM	101-3030-423.30-02	379139	160019	\$ 166.55
	88408	PARTNERSHIP WITH INDUSTRY	PE 03/15/2016	101-6040-454.21-04	GS06988	160085	\$ 1,392.40
	88409	PROTECTION ONE ALARM MONITORING	APR 2016 ALARM MONITORING	601-5060-436.20-23	108494217	160071	\$ 293.50
	88410	PRUDENTIAL OVERALL SUPPLY	02/17/2016 PW UNIFORMS	101-5020-432.25-03	30562872	160082	\$ 127.92
			03/23/16 PW UNIFORMS	101-5020-432.25-03	30569972	160082	\$ 127.76
			03/30/2016 PW UNIFORMS	101-5020-432.25-03	30571393	160082	\$ 162.16
			04/06/16 PW UNIFORMS	101-5020-432.25-03	30572805	160082	\$ 134.21
	88411	QUALITY FENCE CO, INC	RETENTION, INV 44971	101-5000-532.20-06	45002	160489	\$ 2,420.00
	88412	RANCHO AUTO & TRUCK PARTS	CORE RETURN CREDIT	501-1921-419.30-02	7693-259590	160014	\$ (19.44)
			MOTOR OIL	501-1921-419.30-02	7693-25977	160014	\$ 25.79
			OIL FILTER	501-1921-419.30-02	7693-257860	160014	\$ 5.66
			OIL FILTER	501-1921-419.30-02	7693-259749	160014	\$ 15.69
			OIL FILTERS	501-1921-419.30-02	7693-258482	160014	\$ 12.78
			OIL FILTERS	501-1921-419.30-02	7693-259750	160014	\$ 18.07
			#603 CALIPERS	501-1921-419.30-02	7693-258512	160014	\$ 166.80
			#602 BLOWER MOTOR	501-1921-419.30-02	7693-257848	160014	\$ 57.33
			#630 OIL SEALS/PARTS	501-1921-419.30-02	7693-258355	160014	\$ 62.16
			S-6 TRAILER U BOLTS	501-1921-419.30-02	7693-258539	160014	\$ 18.33
			MOTOR OIL/EXHAUST FLUID	501-1921-419.30-02	7693-259152	160014	\$ 103.55
			#603 CORE RETURN CREDIT	501-1921-419.30-02	7693-259197	160014	\$ (85.32)
			#625X BATTERY	501-1921-419.30-02	7693-259578	160014	\$ 111.00
			CREDIT RTND MOTOR OIL	501-1921-419.30-02	7693-259778	160014	\$ (36.29)
			MOTOR OIL/FILTERS/SPARK P	501-1921-419.30-02	7693-260992	160014	\$ 66.13

City of Imperial Beach

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Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-04-08	88412	RANCHO AUTO & TRUCK PARTS	#617 ROTORS/CAPS/SENSORS	501-1921-419.28-16	7693-260883	160014	\$ 79.53
			PS #8 BLOWER BELTS	601-5060-436.30-02	7693-259570	160014	\$ 41.00
	88413	RCP BLOCK & BRICK INC	TEMP ASPHALT/SILICA SAND	101-5010-431.30-02	30768940	160029	\$ 799.96
	88414	READYREFRESH	MAR 2016	101-1010-411.30-02	06C0031149578	160143	\$ 47.51
			FEB/MAR 2016	101-5020-432.30-02	16C0026726646	160084	\$ 87.81
	88415	REVELL COASTAL, LLC	JAN/FEB 2016	101-1230-513.20-06	14-004-07	160425	\$ 22,900.93
			JAN/FEB 2016	101-1230-513.20-06	SP1602-03	160431	\$ 8,200.00
			MAR 2016	101-1230-513.20-06	14-004-08	160425	\$ 670.00
			MAR 2016	101-1230-513.20-06	SP1602-04	160431	\$ 8,160.00
		11/2/15-11/23/15	101-1230-513.20-06	14-004-06	160431	\$ 2,110.00	
	88416	MISCELLANEOUS REFUNDS	PARKING TICKET 72187	101-0000-121.00-00	3944	(blank)	\$ 53.00
	88417	SDGE	1912 409 2723 02/26-03/28	101-5010-431.27-01	04-14-2016	(blank)	\$ 7.74
			5280 340 6641 02/26-03/28	101-5010-431.27-01	04-14-2016	(blank)	\$ 81.08
			5576 188 0541 02/26-03/28	101-5010-431.27-01	04-14-2016	(blank)	\$ 7.56
			0646 753 1938 02/29-03/29	101-5010-431.27-01	04-15-2016	(blank)	\$ 7.56
			1694 230 1484 03/01-03/30	101-5010-431.27-01	04-16-2016	(blank)	\$ 12.42
			3062 843 3719 03/01-03/30	101-5010-431.27-01	04-16-2016	(blank)	\$ 9.80
			3448 930 9646 03/01-03/30	101-5010-431.27-01	04-16-2016	(blank)	\$ 7.38
			5153 272 6717 03/01-03/30	101-5010-431.27-01	04-16-2016	(blank)	\$ 9.71
			9476 001 6989 03/01-03/30	101-5010-431.27-01	04-19-2016	(blank)	\$ 485.19
			2081 689 7619 03/01-03/30	101-6010-451.27-01	04-19-2016	(blank)	\$ 496.92
			2081 700 4165 03/02-03/31	101-6010-451.27-01	04-19-2016	(blank)	\$ 62.56
			8773 823 6424 02/29-03/29	601-5060-436.27-01	04-14-2016	(blank)	\$ 1,897.97
			3280 213 1424 03/02-03/31	601-5060-436.27-01	04-19-2016	(blank)	\$ 10.19
	88418	SEAL MASTER OF SOUTHERN CA	CRACKFILLER	101-5010-431.30-02	530111	160249	\$ 298.02
	88419	SOUTHWEST WETLANDS INTERPRETIV	NOV/DEC 2016 GRANT ADMIN	101-1230-513.20-06	1669	160651	\$ 2,577.16
	88420	SPINDRIFT ARCHAEOLOGICAL CONSUL	ARCHAEOLOGICAL MONITORING	101-5000-532.20-06	2016-001-01	160607	\$ 550.00
	88421	SPRINT	02/26/2016-03/25/2016	101-3020-422.27-05	594768811-100	160248	\$ 149.97
	88422	STANDARD ELECTRONICS	REPLACEMNT BATTERIES/LABO	101-1910-419.28-01	23563	F16117	\$ 239.70
	88423	TERRA BELLA NURSERY, INC.	LOPHOSTEMON CONFERTUS	101-6020-452.30-02	166200	160027	\$ 475.16
	88424	THE KEZE GROUP, LLC	MAR 2016 SEWER USER STUDY	601-5060-436.21-04	1013	160430	\$ 955.00
	88425	TRENTMAN CORPORATION	POST, ANCHOR, SEALANT	101-5010-431.21-23	4341	160065	\$ 821.89
	88426	UNDERGROUND SERVICE ALERT OF	MAR 2016 ALERT SVCS	601-5060-436.21-04	320160330	160070	\$ 78.00
	88427	VERIZON BUSINESS SERVICES	FEB 2016 VOIP SV202864	503-1923-419.27-04	69719011	(blank)	\$ 233.36
			FEB 2016 VOIP SV202861	503-1923-419.27-04	69719347	(blank)	\$ 849.81
	88428	VORTEX INDUSTRIES, INC.	FIRE DEPT ROLL UP DOOR TE	101-1910-419.28-01	11-1010788-1	F16114	\$ 763.50
			RESET DOOR KEYPAD TO CITY	101-1910-419.28-01	11-1013148-1	F16115	\$ 271.00
	88429	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	101-6040-454.30-02	75863453	160097	\$ 1,376.29
			JANITORIAL SUPPLIES	101-6040-454.30-02	75887178	160097	\$ 1,265.71
	88430	WHITE CAP CONSTRUCTION SUPPLY	SAFETY VESTS	101-6040-454.30-02	10004943374	160013	\$ 859.61

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2016-04-08 88430	WHITE CAP CONSTRUCTION SUPPLY	ADA RAMP DETECTABLE PAD	101-5010-431.30-02	10004961953	160013	\$ 499.37
2016-04-08 Total						\$ 102,554.36
Grand Total						\$ 1,205,530.72

City of Imperial Beach
 Warrant Register as Budgeted (FY2016)
 Current as of 04/10/2016

Expense	Budget							Remaining Budget
	2016-03-03	2016-03-11	2016-03-17	2016-03-24	2016-04-06	2016-04-08		
101 GENERAL FUND								
ADVERTISING	\$ 7,000							\$ 7,000
ATTORNEY SERVICES	\$ 40,276				\$ 647			\$ 39,629
ATTORNEY SERVICES-OTHER	\$ 110,724				\$ 9,227			\$ 101,497
AUTO ALLOWANCE	\$ 48,075	\$ 1						\$ 48,074
BANKING/FIN SRVCS CHARGES	\$ 38,000	\$ 1,095						\$ 36,905
CELL PHONE ALLOWANCE	\$ 13,740							\$ 13,740
COMMUNITY PROGRAMS	\$ 91,800			\$ (2)	\$ 1,625			\$ 90,177
CONTRACTS-ELECTIONS	\$ 9,000	\$ 108	\$ 535					\$ 8,358
COPIER LEASES	\$ 28,050							\$ 28,050
COUNCIL/RDA BOARD PAY	\$ 41,999							\$ 41,999
EMPLOYEE RECOGNITION AWRD	\$ 2,650							\$ 2,650
EQUIPMENT	\$ 37,999							\$ 37,999
FEES & LICENSES	\$ 16,085							\$ 16,085
FICA	\$ 374,104							\$ 374,104
FIRE EXTINGUISHER SERVICE	\$ 550							\$ 550
FLSA WAGES	\$ 27,528							\$ 27,528
GAS & ELECTRIC (SDG&E)	\$ 247,000	\$ 3,596	\$ 15,523			\$ 1,188		\$ 226,693
HOUSING ALLOWANCE	\$ 3,840							\$ 3,840
LIFE INSURANCE	\$ 14,265							\$ 14,265
MAINTENANCE & REPAIR	\$ 67,200			\$ 196		\$ 2,055		\$ 64,949
MEMBERSHIP DUES	\$ 43,686	\$ 11,514	\$ 1,500	\$ 1,852		\$ 100		\$ 28,720
MGT MEDICAL REIMBURSEMENT	\$ 3,150							\$ 3,150
MILEAGE REIMBURSEMENT	\$ 550							\$ 550
NUISANCE ABATEMENT CHARGE	\$ 1,000							\$ 1,000
OFFICE SUPPLIES	\$ 16,350	\$ 63		\$ 1,113	\$ 1,639	\$ 125		\$ 13,410
OPERATING SUPPLIES	\$ 289,845	\$ 1,741	\$ 1,218	\$ 8,365	\$ 9,511	\$ 7,375		\$ 261,635
OTHER SERVICES & CHARGES	\$ 28,606			\$ 11,239	\$ 161			\$ 17,206
OVERTIME	\$ 123,500							\$ 123,500
PARS CITY CONTRIBUTION	\$ 25,216							\$ 25,216
PERS-CITY PORTION	\$ 841,374							\$ 841,374
PEST CONTROL SERVICE	\$ 4,300	\$ 438						\$ 3,862
PLAN CHECK SERVICIES	\$ 7,702							\$ 7,702
POSTAGE & FREIGHT	\$ 11,450			\$ 103				\$ 11,347
PRINTING SERVICES	\$ 9,368			\$ 8				\$ 9,361
PROFESSIONAL SERVICES	\$ 8,076,749	\$ 120	\$ 566,828	\$ 1,371	\$ 4,639	\$ 48,560		\$ 7,455,231
RCS PROGRAM	\$ 46,000	\$ 3,465						\$ 42,535
RENT-EQUIPMENT	\$ 3,400							\$ 3,400
RENT-UNIFORMS	\$ 31,612				\$ 514	\$ 552		\$ 30,546
SALARIES FULL-TIME	\$ 4,362,279							\$ 4,362,279
SALARIES PART-TIME	\$ 684,776							\$ 684,776
SECTION 125 CAFETERIA	\$ 768,889							\$ 768,889
SECURITY & ALARM	\$ 5,460	\$ 185				\$ 185		\$ 5,090
SMALL TOOLS/NON-CAPITAL	\$ 18,750				\$ 294			\$ 18,456
SUBSCRIBE & PUBLICATIONS	\$ 4,175			\$ 35				\$ 4,140
TECHNICAL SERVICES	\$ 598,693	\$ 2,834	\$ 9,103	\$ 1,336	\$ 2,045	\$ 2,891		\$ 580,485
TEMPORARY STAFFING	\$ 51,180	\$ 1,200			\$ 2,809			\$ 47,170
TRAFFIC CONTROL	\$ 51,000	\$ 402		\$ 149	\$ 394	\$ 822		\$ 49,234
TRAINING & EDUCATION-MOU	\$ 8,000				\$ 1,345			\$ 6,656
TRANSFER OUT	\$ 17,000							\$ 17,000
TRAVEL, TRAINING, MEETING	\$ 68,196	\$ 249	\$ 799	\$ 3,783		\$ 154		\$ 63,211
UNEMPLOYMENT INSURANCE	\$ 41,956							\$ 41,956
UTILITIES-CELL PHONES	\$ 18,000	\$ 150			\$ 1,166	\$ 271		\$ 16,413
UTILITIES-SEWER	\$ 10,332							\$ 10,332
UTILITIES-TELEPHONE	\$ 200							\$ 200
UTILITIES-WATER	\$ 172,916	\$ 890	\$ 1,543	\$ 5,049				\$ 165,434
WORKER'S COMP INSURANCE	\$ 71,209							\$ 71,209
201 GAS TAX FUND								
AUTO ALLOWANCE	\$ 190							\$ 190
CELL PHONE ALLOWANCE	\$ 60							\$ 60

City of Imperial Beach
Warrant Register as Budgeted (FY2016)
Current as of 04/10/2016

	Budget	2016-03-03	2016-03-11	2016-03-17	2016-03-24	2016-04-06	2016-04-08	Remaining Budget
FICA	\$ 1,890							\$ 1,890
PERS-CITY PORTION	\$ 2,620							\$ 2,620
PROFESSIONAL SERVICES	\$ 646,600			\$ 828	\$ 2,543			\$ 643,229
SALARIES FULL-TIME	\$ 23,050							\$ 23,050
SECTION 125 CAFETERIA	\$ 3,590							\$ 3,590
TRANSFER OUT	\$ 789,000							\$ 789,000
202 PROP "A" (TRANSNET) FUND								\$ -
AUTO ALLOWANCE	\$ 530							\$ 530
CELL PHONE ALLOWANCE	\$ 180							\$ 180
FICA	\$ 3,480							\$ 3,480
PERS-CITY PORTION	\$ 4,810							\$ 4,810
PROFESSIONAL SERVICES	\$ 1,235,000			\$ 2,938	\$ 1,439			\$ 1,230,624
SALARIES FULL-TIME	\$ 43,850							\$ 43,850
SECTION 125 CAFETERIA	\$ 7,150							\$ 7,150
TRANSFER OUT	\$ 209,100							\$ 209,100
212 SLESF (COPS) FUND								\$ -
PROFESSIONAL SERVICES	\$ 100,000		\$ 8,333					\$ 91,667
215 LLMD-ASSMT DIST #67 FUND								\$ -
GAS & ELECTRIC (SDG&E)	\$ 27,000		\$ 2,087					\$ 24,913
PROFESSIONAL SERVICES	\$ 2,000							\$ 2,000
216 HOUSING AUTHORITY								\$ -
ATTORNEY SERVICES					\$ 443		\$ 2,493	\$ (2,935)
FICA	\$ 3,529							\$ 3,529
PERS-CITY PORTION	\$ 8,788							\$ 8,788
PROFESSIONAL SERVICES	\$ 19,100				\$ 3,734		\$ 330	\$ 15,036
SALARIES PART-TIME	\$ 31,133							\$ 31,133
UNEMPLOYMENT INSURANCE	\$ 434							\$ 434
301 SA DEBT SERVICE FUND								\$ -
BOND INTEREST (2010 TAB)	\$ 1,051,836							\$ 1,051,836
BOND PRINCIPAL (2010 TAB)	\$ 245,000							\$ 245,000
INTEREST BOND (2013 TAB)	\$ 762,957							\$ 762,957
303 REDEV OBLIG RETIRE FUND								\$ -
ATTORNEY SERVICES	\$ 90,000				\$ 9,403		\$ 5,064	\$ 75,533
OTHER SERVICES & CHARGES	\$ 9,000							\$ 9,000
PROFESSIONAL SERVICES	\$ 200,000				\$ 2,714			\$ 197,287
SALARIES FULL-TIME	\$ 250,000							\$ 250,000
TRANSFER OUT	\$ 2,059,793							\$ 2,059,793
401 CAPITAL IMPROVEMENT FUND								\$ -
AUTO ALLOWANCE	\$ 2,690							\$ 2,690
CELL PHONE ALLOWANCE	\$ 900							\$ 900
FICA	\$ 11,200							\$ 11,200
PERS-CITY PORTION	\$ 15,190							\$ 15,190
PROFESSIONAL SERVICES	\$ 3,681,250			\$ 56,990	\$ 14,911			\$ 3,609,349
SALARIES FULL-TIME	\$ 138,590							\$ 138,590
SECTION 125 CAFETERIA	\$ 25,180							\$ 25,180
402 C.I.P. 2010 BOND								\$ -
AUTO ALLOWANCE	\$ 700							\$ 700
CELL PHONE ALLOWANCE	\$ 240							\$ 240
FICA	\$ 13,950							\$ 13,950
PERS-CITY PORTION	\$ 18,980							\$ 18,980
PROFESSIONAL SERVICES	\$ 5,225,002			\$ 64,358	\$ 1,284		\$ 165	\$ 5,159,195
SALARIES FULL-TIME	\$ 173,070							\$ 173,070
SECTION 125 CAFETERIA	\$ 12,510							\$ 12,510
420 PARKS MAJOR MAINTENAN CIP								\$ -
PROFESSIONAL SERVICES	\$ 225,000			\$ 1,672				\$ 223,328
501 VEHICLE REPLACEMENT/MAINT								\$ -
FEES & LICENSES	\$ 3,150		\$ 850					\$ 2,300
FICA	\$ 9,373							\$ 9,373
FIRE EXTINGUISHER SERVICE	\$ 400							\$ 400
LIFE INSURANCE	\$ 265							\$ 265
MAINTENANCE & REPAIR	\$ 26,329			\$ 15,733				\$ 10,596

City of Imperial Beach
Warrant Register as Budgeted (FY2016)
Current as of 04/10/2016

	Budget	2016-03-03	2016-03-11	2016-03-17	2016-03-24	2016-04-06	2016-04-08	Remaining Budget
OPERATING SUPPLIES	\$ 4,100	\$ 152	\$ 24	\$ 17	\$ 116		\$ 522	\$ 3,270
OTHER SERVICES & CHARGES	\$ 2,400	\$ 311		\$ 22				\$ 2,067
OVERTIME	\$ 300							\$ 300
PERS-CITY PORTION	\$ 23,762							\$ 23,762
RENT-EQUIPMENT	\$ 13,460				\$ 13,460			\$ -
SALARIES FULL-TIME	\$ 89,734							\$ 89,734
SECTION 125 CAFETERIA	\$ 25,760							\$ 25,760
SMALL TOOLS/NON-CAPITAL	\$ 12,000				\$ 146			\$ 11,854
TEMPORARY STAFFING	\$ 35,000	\$ 680	\$ 990		\$ 2,722			\$ 30,608
UNEMPLOYMENT INSURANCE	\$ 868							\$ 868
VEHICLE OPERATE-FUEL/OIL	\$ 211,511	\$ 1,982	\$ 5,258		\$ 2,313		\$ 3,862	\$ 198,095
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$ 185	\$ 107	\$ 715			\$ 90	\$ 23,903
WORKER'S COMP INSURANCE	\$ 3,266							\$ 3,266
502 RISK MANAGEMENT FUND								\$ -
ATTORNEY SERVICES	\$ 77,300		\$ 10,475		\$ 8,622			\$ 58,203
AUTO ALLOWANCE	\$ 1,980							\$ 1,980
CELL PHONE ALLOWANCE	\$ 600							\$ 600
FICA	\$ 5,911							\$ 5,911
INSURANCE PREMIUM/DEPOSIT	\$ 158,143							\$ 158,143
INSURANCE PREMIUM/WK COMP	\$ 84,144							\$ 84,144
LIFE INSURANCE	\$ 269							\$ 269
MGT MEDICAL REIMBURSEMENT	\$ 126							\$ 126
OPERATING SUPPLIES	\$ 1,000							\$ 1,000
PAYMENT OF CLAIMS	\$ 45,179							\$ 45,179
PERS-CITY PORTION	\$ 9,080							\$ 9,080
PYMT OF WORK COMP CLAIMS	\$ 150,000							\$ 150,000
SALARIES FULL-TIME	\$ 70,512							\$ 70,512
SECTION 125 CAFETERIA	\$ 9,947							\$ 9,947
TECHNICAL SERVICES	\$ 1,000							\$ 1,000
THIRD PARTY ADMIN (W/C)	\$ 25,970							\$ 25,970
UNEMPLOYMENT INSURANCE	\$ 347							\$ 347
WORKER'S COMP INSURANCE	\$ 1,025							\$ 1,025
503 TECHNOLOGY/COMMUNICATIONS								\$ -
AUTO ALLOWANCE	\$ 4,800							\$ 4,800
CELL PHONE ALLOWANCE	\$ 960							\$ 960
EQUIPMENT	\$ 30,000			\$ 9,201				\$ 20,799
FEES & LICENSES	\$ 7,164			\$ 634				\$ 6,530
FICA	\$ 13,516							\$ 13,516
H.T.E. MAINTENANCE	\$ 37,500				\$ 2,715			\$ 34,785
LIFE INSURANCE	\$ 571							\$ 571
MAINTENANCE & REPAIR	\$ 1,400							\$ 1,400
MEMBERSHIP DUES	\$ 640							\$ 640
MGT MEDICAL REIMBURSEMENT	\$ 84							\$ 84
OFFICE SUPPLIES	\$ 500				\$ 36			\$ 464
OPERATING SUPPLIES	\$ 7,000				\$ 235			\$ 6,765
OTHER SERVICES & CHARGES					\$ 49			\$ (49)
PARS CITY CONTRIBUTION	\$ 883							\$ 883
PERS-CITY PORTION	\$ 19,271							\$ 19,271
POSTAGE & FREIGHT	\$ 200							\$ 200
PROFESSIONAL SERVICES	\$ 12,850							\$ 12,850
QUESYST	\$ 8,000							\$ 8,000
SALARIES FULL-TIME	\$ 130,702							\$ 130,702
SALARIES PART-TIME	\$ 23,559							\$ 23,559
SECTION 125 CAFETERIA	\$ 26,001							\$ 26,001
SMALL TOOLS/NON-CAPITAL	\$ 24,600				\$ 2,031			\$ 22,569
TECHNICAL SERVICES	\$ 47,020		\$ 1,268	\$ 230			\$ 1,230	\$ 44,292
TRAVEL, TRAINING, MEETING	\$ 4,950							\$ 4,950
UNEMPLOYMENT INSURANCE	\$ 1,389							\$ 1,389
UTILITIES-CELL PHONES	\$ 4,000				\$ 276			\$ 3,724
UTILITIES-TELEPHONE	\$ 12,000	\$ 4,966			\$ 234		\$ 3,462	\$ 3,339
504 FACILITY MAINT/REPLACMNT								\$ -

City of Imperial Beach
Warrant Register as Budgeted (FY2016)
Current as of 04/10/2016

	Budget	2016-03-03	2016-03-11	2016-03-17	2016-03-24	2016-04-06	2016-04-08	Remaining Budget
PROFESSIONAL SERVICES	\$ 100,000							\$ 100,000
TECHNICAL SERVICES	\$ 58,600							\$ 58,600
601 SEWER ENTERPRISE FUND								\$ -
EQUIPMENT	\$ 40,400							\$ 40,400
FEES & LICENSES	\$ 2,950							\$ 2,950
FICA	\$ 20,686							\$ 20,686
GAS & ELECTRIC (SDG&E)	\$ 68,000	\$ 1,712	\$ 4,029			\$ 1,908		\$ 60,350
LIFE INSURANCE	\$ 664							\$ 664
MAINTENANCE & REPAIR	\$ 40,800			\$ 12,511	\$ 134			\$ 28,155
MEMBERSHIP DUES	\$ 900							\$ 900
OPERATING SUPPLIES	\$ 13,895			\$ 64	\$ 851		\$ 41	\$ 12,939
OTHER SERVICES & CHARGES	\$ 8,400	\$ 1,231			\$ 2,569			\$ 4,600
OVERTIME	\$ 12,200							\$ 12,200
PERS-CITY PORTION	\$ 48,138							\$ 48,138
PROFESSIONAL SERVICES	\$ 2,484,360	\$ 45,695	\$ 4,459	\$ 1,226				\$ 2,432,981
RENT-EQUIPMENT	\$ 1,000							\$ 1,000
SALARIES FULL-TIME	\$ 252,693							\$ 252,693
SECTION 125 CAFETERIA	\$ 57,094							\$ 57,094
SECURITY & ALARM	\$ 4,000	\$ 294				\$ 294		\$ 3,413
SMALL TOOLS/NON-CAPITAL	\$ 3,000		\$ 500					\$ 2,500
STAND-BY PAY	\$ 21,000							\$ 21,000
TECHNICAL SERVICES	\$ 2,681,200	\$ 51	\$ 343	\$ 7,270	\$ 2,495		\$ 1,033	\$ 2,670,009
TEMPORARY STAFFING	\$ 30,000	\$ 204			\$ 1,815			\$ 27,981
TRAVEL, TRAINING, MEETING	\$ 5,200							\$ 5,200
UNEMPLOYMENT INSURANCE	\$ 2,170							\$ 2,170
UTILITIES-TELEPHONE	\$ 2,500	\$ (54)						\$ 2,554
UTILITIES-WATER	\$ 6,700			\$ 165	\$ 34			\$ 6,502
WORKER'S COMP INSURANCE	\$ 6,532							\$ 6,532
Revenue			\$ (1,529)		\$ 148		\$ 303	
Asset				\$ 14,044	\$ 2,275		\$ 53	
Liability		\$ 10,980	\$ 1,880	\$ 16,267	\$ 15,077		\$ 17,526	
Grand Total		\$ 36,467	\$ 670,038	\$ 259,260	\$ 137,111	\$ 100	\$ 102,554	

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 20, 2016

ORIGINATING DEPT.: PUBLIC WORKS *Hall*

SUBJECT: RESOLUTION NO. 2016-7699 APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SOUTH BAY UNION SCHOOL DISTRICT AND CITY OF IMPERIAL BEACH FOR CONSTRUCTION OF NEW FENCE ADJACENT TO SOUTH BAY UNION SCHOOL DISTRICT PROPERTIES

EXECUTIVE SUMMARY:

Adoption of Resolution No. 2016-7699 will authorize the City Manager to enter into a Memorandum Of Understanding (MOU) with the South Bay Union School District for the City to construct a new Ornamental fence adjacent to the District schools and main office as part of the Elm Avenue Street Improvement Project (Seacoast Drive to 7th Street). The red line in Attachment 2 shows the location of the new ornamental fence. The Elm Avenue Street Improvement Project is partially funded by an Active Transportation Program (ATP) grant. One of the stipulations within the grant award is that the Urban Corps or California Conservation Corps be afforded an opportunity to work on the grant funded project. The only task within the Elm Avenue Street Improvement Project that Urban Corps has the in house skill set is the construction of fence work.

The MOU authorizes the City to design and construct a new ornamental fence as shown by the red line in Attachment 2. Once advertised, this will allow Urban Corps to bid on the project and if the lowest qualified bidder, to be awarded a contract for the fence removal and construction. SBUSD will reimburse the City for the removal the existing chain-link fence and to replace this removed fence with a new ornamental fence except for the area SBUSD has provided a permanent easement approved by separate agreement. A 6-foot 6 inch permanent easement will be granted to the City in order to construct the 16-foot wide pedestrian and bicycle pathway adjacent to the schools. Part of the Elm Avenue Street Improvement project is the relocation of fencing along Elm Avenue adjacent to the Imperial Beach Charter School and Friendship School.

FISCAL ANALYSIS:

This project is funded through a \$709,000 ATP Grant, an estimated \$700,000 from TRANSNET and an estimated \$250,000 from Sewer Enterprises Fund. The section of the fence the City would be responsible for has an estimated cost of \$4,500.

(Cost/effect to budget) Note: No new appropriation of funds is expected to be required as a result of this MOU.

RECOMMENDATION:

Adopt Resolution No. 2016-7699 approving the MOU authorizing the City to design and construct a new ornamental fence adjacent to the SBUSD properties at or adjacent to 601 Elm Avenue.

OPTIONS:

- Adopt Resolution No. 2016-7699 authorizing the City to design and construct a new ornamental fence adjacent to the SBUSD properties at or adjacent to 601 Elm Avenue.
- Reject Resolution NO. 2016-7699 thus not approving the MOU.
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

City Council approved the Elm Avenue Street Improvements Project and the coordination with the schools and adjacent residents to design construct improvements on Elm Avenue between Seacoast Drive and 7th Street. City Council accepted an ATP grant to contribute to the design and construction of improvements particularly adjacent to the schools between 4th and 7th Streets. One of the grant requirements is to provide an opportunity for Urban Corps to participate in the construction of the project. The only task within the project scope that is within the Urban Corps skill set is fence removal and installation.

The MOU provides for Urban Corps to bid on the removal and construction of this fence and if determined to be the lowest qualified bidder to be awarded this project contract and thus meet the requirements of the ATP Grant award.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7699
2. Aerial pictorial of the proposed ornamental fence line - fence line shown as red line.

RESOLUTION NO. 2016-7699

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SOUTH BAY UNION SCHOOL DISTRICT AND CITY OF IMPERIAL BEACH FOR CONSTRUCTION OF A NEW FENCE ADJACENT TO SOUTH BAY UNION SCHOOL DISTRICT PROPERTIES

WHEREAS, City Council approved the Elm Avenue Street Improvements Project and the coordination with the schools and adjacent residents to design construct improvements on Elm Avenue between Seacoast Drive and 7th Street; and

WHEREAS, City Council accepted an ATP grant to contribute to the design and construction of improvements particularly adjacent to the schools between 4th and 7th Streets; and

WHEREAS, one of the grant requirements was to provide an opportunity for Urban Corps to participate in the construction of the project; and

WHEREAS, the only task within the project scope that is within the Urban Corps skill set is fence removal and installation; and

WHEREAS, South Bay Union School District (SBUSD) has prepared a Memorandum of Understanding (MOU) authorizing the City to design and construct an ornamental fence on School District property with SBUSD funding the fencing that is not part of the Elm Avenue Street Improvement Project scope of work; and

WHEREAS, the City would invite Urban Corps to submit a bid for the construction of this fence consistent with the ATP grant; and

WHEREAS, Urban Corps' participation in the bid for the construction of the new fence work would satisfy the ATP grant requirement for Urban Corps to be afforded an opportunity to perform work within the project area; and

WHEREAS, SBUSD would reimburse the City for the fence removal and new ornamental fence installation for that which is not part of the Elm Avenue Street Improvement scope of work; and

WHEREAS, the cost of the fence removal and new fence construction within the Elm Avenue Street Improvement project scope of work is funded through the current project budget appropriation.

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

1. The above recitals are true and correct.
2. This legislative body accepts and approves the MOU by and between the SBUSD and the City of Imperial Beach
3. The City Manager is authorized to sign the MOU by and between the SBUSD and the City of Imperial Beach.

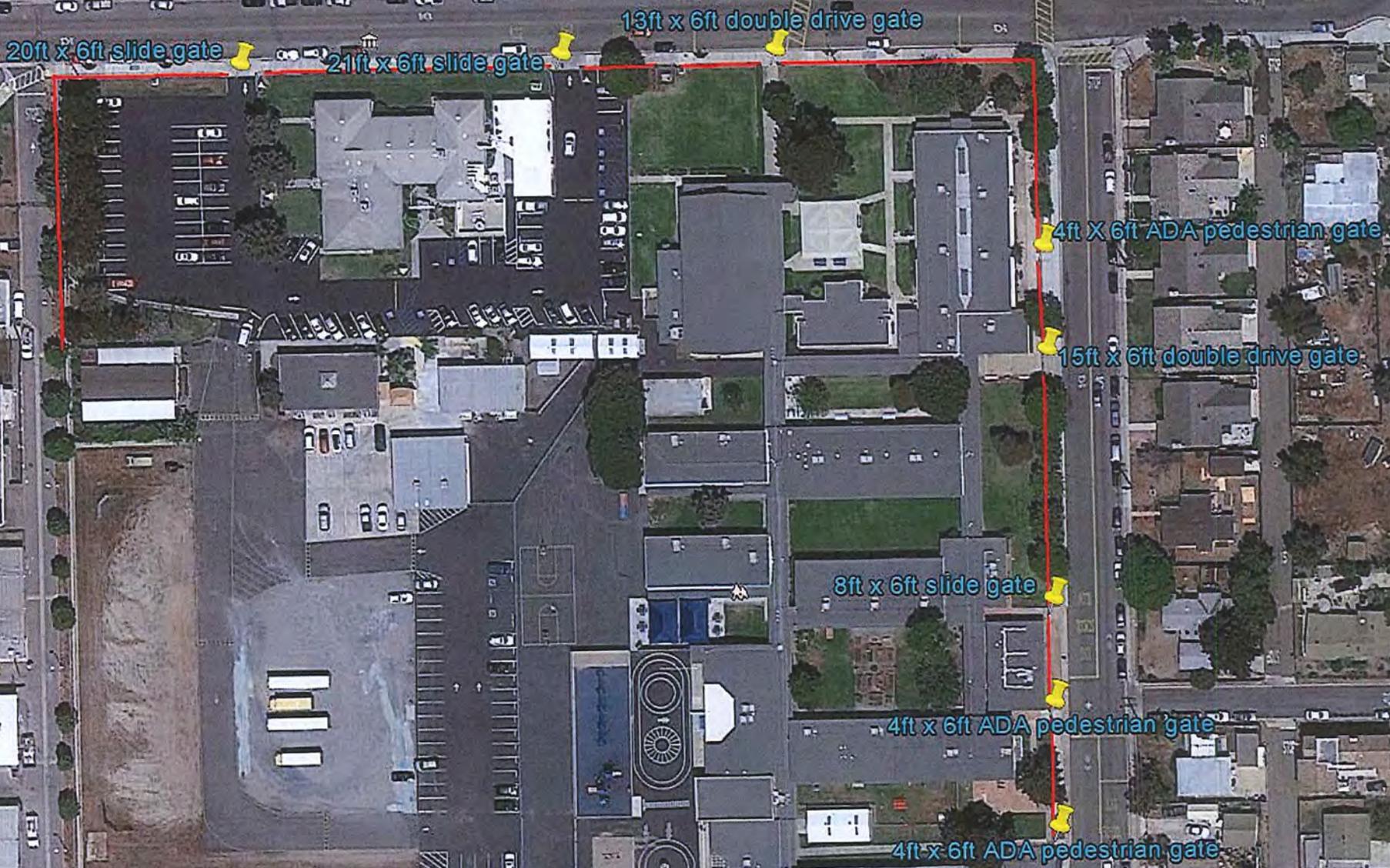
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER ^{AH}

MEETING DATE: APRIL 20, 2016

ORIGINATING DEPT.: DOUG BRADLEY ADMINISTRATIVE SERVICES DEPARTMENT ^{DB}

SUBJECT: RESOLUTION No. 2016-7688 AUTHORIZING AN AGREEMENT EXTENSION WITH CHANDLER ASSET MANAGEMENT FOR INVESTMENT MANAGEMENT SERVICES FOR AN ADDITIONAL YEAR

EXECUTIVE SUMMARY:

Chandler Asset Management has provided Investment Management Services for the City of Imperial Beach since May 13, 2013. The service provided is consistent with the City Investment Policy. The customer service, including the bi-annual investment report is well received. The pricing until now has been below market. The proposed new pricing for the extension term is competitive.

FISCAL ANALYSIS: *The proposed new pricing of an estimate \$19,000 for Investment Management Services is competitive and is already included in the FY17 Adopted Budget.*

RECOMMENDATION:

That the City Council adopt Resolution No. 2016-7688 authorizing an agreement extension for an additional year with the new rates with Chandler Asset Management for Investment Management Services.

OPTIONS:

- Adopt Resolution No. 2016-7688
- Provide direction to the City Manager to take a specific action
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

In May 2013, the City of Imperial Beach entered into an agreement with Chandler Asset Management for Investment Management Services. At the time, it was determined that the staffing level of the Administrative Services Department were not sufficient to continue Investment Management internally. In addition to Chandler Asset Management, the staff met with representatives of Cutwater Asset Management and PFM Asset Management. In the April 3, 2013 staff report (agenda item 6.3), the staff outlined the key advantages to using Chandler Asset Management are pricing and they are headquartered in San Diego.

Further research has been done to verify these advantages still exist. There are several local agencies that utilize Chandler Asset Management, and all cited customer service as a key factor. The bi-annual investment reports in person are well informative and received. Having a local representative available at all times is a comfort in this critical investment process.

Our investment advisory committee felt that Chandler provided better reporting and customer service. Their location in San Diego (as opposed to out of state for the others) was a plus. They present reports and updates at all of our quarterly investment committee meetings and come to Council meetings whenever asked. - Judi Vincent, City of San Clemente, Finance Manager

The annual pricing during the extension is higher than the prior three years which was capped at \$15,000. The new pricing is 0.08 of 1% (8 basis points) for the first \$25M of assets under management. The pricing during the 1 year extension is estimated at \$19,000. The new term would end on May 12, 2017.

The following table illustrates the price competitiveness of Chandler Asset Management. These rates are for like sized investment portfolios at neighboring government agencies:

PFM Asset Management	12 bp
United American Capital Corp	10 bp
Cutwater Asset Management	10 bp
Bank of West	22 bp

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7688
2. Contract extension

RESOLUTION NO. 2016-7688

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A ONE YEAR EXTENSION TO THE AGREEMENT WITH CHANDLER ASSET MANAGEMENT TO PROVIDE INVESTMENT PORTFOLIO MANAGEMENT SERVICES

WHEREAS, the City of Imperial Beach desires to achieve maximum investment portfolio performance with the use of full-time dedicated resources, and

WHEREAS, the City requested and received proposals from various qualified firms specializing in California municipal investment portfolio management and entered into a multi-year agreement with options to extend with Chandler Asset Management in 2013; and

WHEREAS, Chandler Asset Management has provided excellent services to the City and staff recommends that the City exercise a one-year option to extend the existing agreement because it is necessary and convenient for the management of City affairs to continue under the professional services agreement;

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

1. That the recitals above are true and correct.
2. That the City Manager is hereby authorized and directed to execute Amendment No. 1 to the Agreement with Chandler Asset Management to provide investment portfolio management services for an additional year to end on May 12, 2017 pursuant to the terms and rates as specified in Amendment No. 1 to the original Agreement.
3. That the City Manager is hereby authorized and directed to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April, 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF IMPERIAL BEACH
AND CHANDLER ASSET MANAGEMENT, INC.**

THIS AMENDMENT NO. 1 to the Agreement for Professional Services is made and entered into by the **City of Imperial Beach (“City”)**, and **Chandler Asset Management, Inc. (“Consultant”)**.

WHEREAS, an Agreement for investment management services between City and Consultant was entered into commencing May 13, 2013 for an initial term of three (3) years with the option to extend for two (2) additional one (1) year terms; and

WHEREAS, the current term ends May 12, 2016; and

WHEREAS, the City desires to exercise its option to extend the Agreement for an additional year to May 12, 2017; and

WHEREAS, the Compensation stated in Section 2(C) was an annual investment management Fee of 0.10 of 1% (10 basis points) on all assets under management with a not to exceed amount of \$15,000; and

WHEREAS, the parties would like to amend Section 2(C); and

NOW, THEREFORE, the City and Consultant agree as follows:

1. City is exercising its option to extend the Agreement for an additional one (1) year term commencing on May 13, 2016 and terminating on May 12, 2017.
2. Section 2(C) shall be amended to read as follows:

CONSULTANT shall be compensated for work completed for basic services rendered under this Section 2, as more particularly described in Exhibit A. CITY shall compensate CONSULTANT monthly an amount calculated on the average market value of CITY’s portfolio, including accrued interest, in accordance with the following schedules:

First Extension Term ending May 12, 2017:

Assets Under Management	Annual Investment Management Fee
First \$25 million	0.08 of 1% (8 basis points)
Assets in excess of \$25 million	0.07 of 1% (7 basis points)

Subsequent Extensions beyond May 12, 2017:

Assets Under Management	Annual Investment Management Fee
First \$25 million	0.10 of 1% (10 basis points)
Next \$25 million	0.08 of 1% (8 basis points)
Assets in excess of \$50 million	0.07 of 1% (7 basis points)

3. Except as amended herein above at items 1 and 2, all remaining terms and conditions of Agreement, remain in full force and effect, and otherwise unamended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Agreement as provided below:

CITY OF IMPERIAL BEACH

Date _____

By: _____

PRINT NAME

Title

CHANDLER ASSET MANAGEMENT, INC.

Date _____

By: _____

Nicole Dragoo
COO, Chief Compliance Officer

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER ^{AH}
MEETING DATE: APRIL 20, 2016
ORIGINATING DEPT.: DOUG BRADLEY ADMINISTRATIVE SERVICES DEPARTMENT ^{DB}
SUBJECT: RECEIVE FEBRUARY 2016 TREASURER'S REPORT

EXECUTIVE SUMMARY:

The monthly treasurer's report for February 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 **\$32,770,125**. 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
Current as of 02/29/2016

CASH BY FUND (cash belongs here)

	Actual
⊕ GENERAL FUND	\$ 13,895,883
⊕ HOUSING AUTHORITY	\$ 536,599
⊕ 2010 BOND FUND	\$ 3,976,084
⊕ OTHER GOVERNMENT FUNDS	\$ 1,806,966
⊕ SEWER FUND	\$ 2,319,649
⊕ INTERNAL SERVICES	\$ 4,718,787
⊕ AGENCY FUNDS	\$ 391,827
⊕ SUCCESSOR AGENCY	\$ 5,124,326
Grand Total	\$ 32,770,120

CASH DEPOSIT ACCOUNTS (cash deposited here)

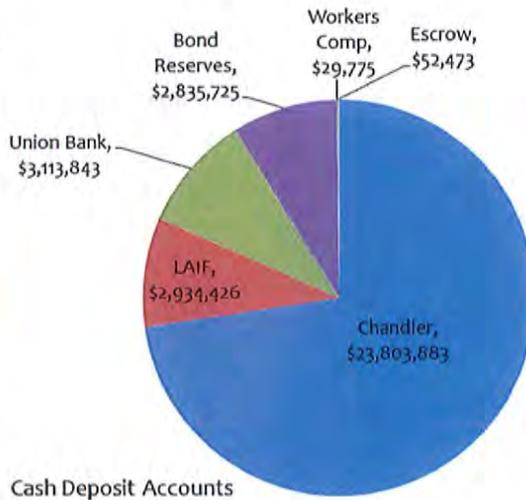
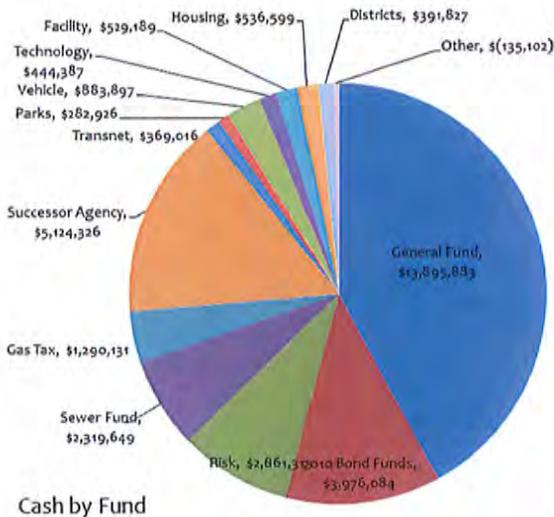
	Actual
CHANDLER ASSET MANAGEMENT	\$ 23,803,883
LOCAL AREA INVESTMENT FUND	\$ 2,934,426
UNION BANK	\$ 3,113,843
2010 BOND RESERVES	\$ 2,835,725
WORKERS COMP ACCOUNT	\$ 29,775
9TH AND PALM ESCROW ACCOUNT	\$ 52,473
Grand Total	\$ 32,770,125

Chandler Asset Management Reconciliation

Book Balance	\$ 23,803,883
Market Appreciation	\$ 83,261
Statement Balance	\$ 23,887,144

UNION Bank Reconciliation

Book Balance	\$ 3,113,843
Outstanding Checks & Deposits	\$ 453,670
Statement Balance	\$ 3,567,513



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

February 1, 2016 through February 29, 2016

Chandler Team

For questions about your account,

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	1.81
Average Coupon	1.22 %
Average Purchase YTM	1.19 %
Average Market YTM	0.95 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.04 yrs
Average Life	1.91 yrs

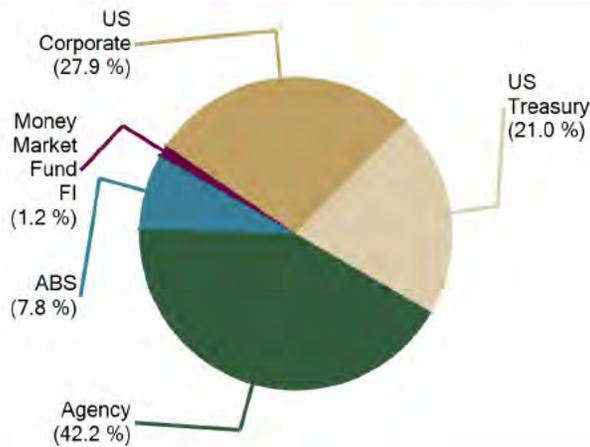
ACCOUNT SUMMARY

	Beg. Values as of 1/31/16	End Values as of 2/29/16
Market Value	23,796,636	23,823,441
Accrued Interest	58,969	63,702
Total Market Value	23,855,605	23,887,144
Income Earned	22,879	25,657
Cont/WD		-2,086
Par	23,719,543	23,734,259
Book Value	23,694,654	23,718,637
Cost Value	23,720,040	23,745,176

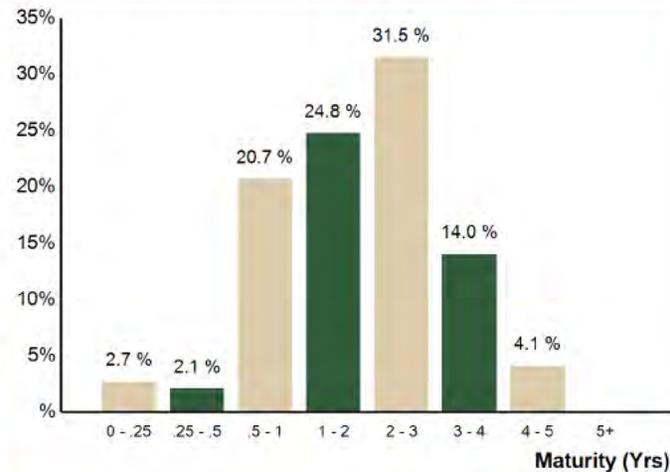
TOP ISSUERS

Issuer	% Portfolio
Government of United States	21.0 %
Federal National Mortgage Assoc	15.3 %
Federal Home Loan Mortgage Corp	13.5 %
JP Morgan Chase & Co	8.4 %
Federal Home Loan Bank	8.4 %
Federal Farm Credit Bank	5.0 %
Berkshire Hathaway	4.2 %
Honda ABS	2.7 %
Total	78.5 %

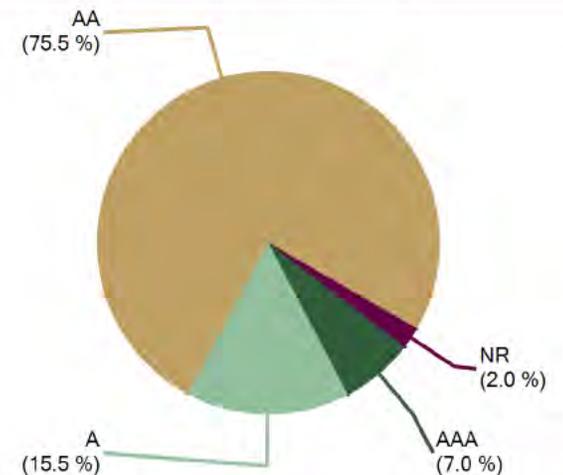
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 2/29/2016	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	0.14 %	0.68 %	0.77 %	1.13 %	N/A	N/A	N/A	1.03 %	2.69 %
BAML 1-3 Yr US Treasury Index	0.12 %	0.63 %	0.73 %	0.98 %	N/A	N/A	N/A	0.81 %	2.09 %



City of Imperial Beach
February 29, 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 8.5% of the portfolio and is rated A3/A; however, it was purchased prior to November 2012.



Reconciliation Summary

As of 2/29/2016

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$23,694,653.75
Acquisition	
+ Security Purchases	\$1,309,105.99
+ Money Market Fund Purchases	\$534,089.37
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$1,843,195.36
Dispositions	
- Security Sales	\$1,364,586.71
- Money Market Fund Sales	\$403,276.96
- MMF Withdrawals	\$2,086.17
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$54,009.66
Total Dispositions	\$1,823,959.50
Amortization/Accretion	
+/- Net Accretion	(\$398.29)
	(\$398.29)
Gain/Loss on Dispositions	
+/- Realized Gain/Loss	\$5,145.23
	\$5,145.23
Ending Book Value	\$23,718,636.55

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$165,043.61
Acquisition	
Contributions	\$0.00
Security Sale Proceeds	\$1,364,586.71
Accrued Interest Received	\$4,310.34
Interest Received	\$22,221.33
Dividend Received	\$1.09
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$54,009.66
Total Acquisitions	\$1,445,129.13
Disposition	
Withdrawals	\$2,086.17
Security Purchase	\$1,309,105.99
Accrued Interest Paid	\$5,210.73
Total Dispositions	\$1,316,402.89
Ending Book Value	\$293,769.85



Holdings Report

As of 2/29/16

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	146,865.43	03/11/2014 0.68 %	146,838.29 146,856.99	99.90 0.91 %	146,711.66 43.73	0.61 % (145.33)	Aaa / AAA NR	1.79 0.45
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	150,000.00	08/18/2015 0.87 %	149,987.94 149,990.45	99.96 1.00 %	149,938.20 61.33	0.63 % (52.25)	Aaa / AAA NR	1.96 0.57
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	169,875.83	05/13/2014 0.32 %	169,855.41 169,867.55	99.85 1.02 %	169,626.62 47.23	0.71 % (240.93)	Aaa / AAA NR	2.05 0.61
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	218,748.29	04/02/2014 0.87 %	218,713.25 218,735.25	99.88 1.13 %	218,483.82 89.44	0.92 % (251.43)	Aaa / NR AAA	2.13 0.58
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	200,000.00	08/12/2014 0.80 %	199,961.42 199,981.77	99.91 1.02 %	199,816.40 78.22	0.84 % (165.37)	NR / AAA AAA	2.29 0.69
161571GC2	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	195,000.00	09/03/2015 0.95 %	195,266.60 195,224.63	100.09 0.87 %	195,178.62 87.53	0.82 % (46.01)	Aaa / AAA AAA	2.63 0.62
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	265,000.00	Various 0.98 %	265,028.99 265,026.94	99.91 1.18 %	264,766.27 126.02	1.11 % (260.67)	Aaa / NR AAA	2.71 0.88
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	230,000.00	02/24/2015 0.96 %	229,965.22 229,976.92	100.04 1.09 %	230,088.78 114.49	0.96 % 111.86	Aaa / AAA NR	2.96 1.16
43813NAC0	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	280,000.00	05/13/2015 1.05 %	279,957.02 279,965.97	99.87 1.14 %	279,648.32 80.89	1.17 % (317.65)	NR / AAA AAA	2.98 1.38
Total ABS		1,855,489.55	0.86 %	1,855,574.14 1,855,626.47	1.06 %	1,854,258.69 728.88	7.77 % (1,367.78)	Aaa / AAA Aaa	2.47 0.82
AGENCY									
3133834R9	FHLB Note 0.375% Due 6/24/2016	500,000.00	08/07/2013 0.58 %	497,105.00 499,683.23	99.96 0.49 %	499,819.50 348.96	2.09 % 136.27	Aaa / AA+ AAA	0.32 0.32
3133ECWV2	FFCB Note 0.875% Due 12/7/2016	500,000.00	08/07/2013 0.87 %	500,130.00 500,030.02	99.99 0.89 %	499,945.00 1,020.83	2.10 % (85.02)	Aaa / AA+ AAA	0.77 0.77
3130A0C65	FHLB Note 0.625% Due 12/28/2016	485,000.00	12/13/2013 0.72 %	483,666.25 484,635.81	99.94 0.70 %	484,696.88 530.47	2.03 % 61.07	Aaa / AA+ AAA	0.83 0.83
3135G0GY3	FNMA Note 1.25% Due 1/30/2017	290,000.00	Various 0.85 %	292,981.88 291,047.10	100.54 0.66 %	291,555.56 312.15	1.22 % 508.46	Aaa / AA+ AAA	0.92 0.91
3137EADC0	FHLMC Note 1% Due 3/8/2017	500,000.00	07/26/2013 0.99 %	500,160.00 500,045.16	100.26 0.75 %	501,292.00 2,402.78	2.11 % 1,246.84	Aaa / AA+ AAA	1.02 1.01
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	500,000.00	08/07/2013 1.07 %	503,265.00 501,039.19	100.57 0.77 %	502,860.00 1,892.36	2.11 % 1,820.81	Aaa / AA+ AAA	1.20 1.19
3137EADH9	FHLMC Note 1% Due 6/29/2017	190,000.00	01/29/2015 0.72 %	191,271.10 190,699.75	100.27 0.80 %	190,508.25 327.22	0.80 % (191.50)	Aaa / AA+ AAA	1.33 1.32
3135G0MZ3	FNMA Note 0.875% Due 8/28/2017	500,000.00	03/06/2014 1.00 %	497,800.00 499,055.91	100.14 0.78 %	500,692.00 36.46	2.10 % 1,636.09	Aaa / AA+ AAA	1.50 1.48
3137EADL0	FHLMC Note 1% Due 9/29/2017	500,000.00	07/31/2014 1.19 %	497,116.50 498,560.74	100.25 0.84 %	501,245.00 2,111.11	2.11 % 2,684.26	Aaa / AA+ AAA	1.58 1.56



Holdings Report

As of 2/29/16

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									
3133EDDV1	FFCB Note 1.16% Due 10/23/2017	185,000.00	01/29/2015 0.87 %	186,443.00 185,869.85	100.59 0.80 %	186,083.73 763.02	0.78 % 213.88	Aaa / AA+ AAA	1.65 1.63
3133EEQM5	FFCB Note 1.11% Due 2/20/2018	510,000.00	08/28/2015 0.94 %	512,065.50 511,647.37	100.39 0.91 %	511,999.71 172.98	2.14 % 352.34	Aaa / AA+ AAA	1.98 1.95
3137EADP1	FHLMC Note 0.875% Due 3/7/2018	510,000.00	03/06/2014 1.29 %	501,677.31 505,807.32	99.96 0.89 %	509,802.63 2,156.88	2.14 % 3,995.31	Aaa / AA+ AAA	2.02 1.99
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	500,000.00	05/27/2015 1.02 %	501,467.00 501,083.34	100.52 0.88 %	502,586.50 1,968.75	2.11 % 1,503.16	Aaa / AA+ AAA	2.15 2.12
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	500,000.00	Various 1.44 %	490,030.70 493,952.08	99.91 0.92 %	499,558.50 1,215.28	2.10 % 5,606.42	Aaa / AA+ AAA	2.22 2.20
3135G0E33	FNMA Note 1.125% Due 7/20/2018	500,000.00	Various 1.20 %	498,934.27 499,177.01	100.46 0.93 %	502,322.51 640.62	2.11 % 3,145.50	Aaa / AA+ AAA	2.39 2.35
3135G0E58	FNMA Note 1.125% Due 10/19/2018	495,000.00	Various 1.14 %	494,705.15 494,763.02	100.40 0.97 %	497,001.78 2,041.88	2.09 % 2,238.76	Aaa / AA+ AAA	2.64 2.58
3135G0G72	FNMA Note 1.125% Due 12/14/2018	515,000.00	10/30/2015 1.17 %	514,232.65 514,312.96	100.32 1.01 %	516,663.97 1,239.22	2.17 % 2,351.01	Aaa / AA+ AAA	2.79 2.74
3135G0H63	FNMA Note 1.375% Due 1/28/2019	500,000.00	01/06/2016 1.39 %	499,835.00 499,842.84	100.99 1.03 %	504,958.00 630.21	2.12 % 5,115.16	Aaa / AA+ AAA	2.92 2.85
3133782M2	FHLB Note 1.5% Due 3/8/2019	500,000.00	02/09/2016 0.99 %	507,710.00 507,572.57	101.23 1.09 %	506,129.50 3,604.17	2.13 % (1,443.07)	Aaa / AA+ AAA	3.02 2.93
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	500,000.00	04/29/2015 1.40 %	496,880.00 497,492.75	100.49 1.10 %	502,469.50 520.83	2.11 % 4,976.75	Aaa / AA+ AAA	3.42 3.34
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	500,000.00	05/27/2015 1.51 %	494,500.00 495,462.85	100.22 1.19 %	501,081.50 2,586.81	2.11 % 5,618.65	Aaa / AA+ AAA	3.59 3.49
3135G0ZY2	FNMA Note 1.75% Due 11/26/2019	325,000.00	07/31/2015 1.50 %	328,447.28 327,980.07	102.01 1.20 %	331,530.55 1,500.87	1.39 % 3,550.48	Aaa / AA+ AAA	3.74 3.60
Total Agency		10,005,000.00	1.10 %	9,990,423.59 9,999,760.94	0.90 %	10,044,802.57 28,023.86	42.17 % 45,041.63	Aaa / AA+ Aaa	2.03 1.99
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund	293,769.85	Various 0.00 %	293,769.85 293,769.85	1.00 0.00 %	293,769.85 0.00	1.23 % 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		293,769.85	N/A	293,769.85 293,769.85	0.00 %	293,769.85 0.00	1.23 % 0.00	Aaa / AAA NR	0.00 0.00
US CORPORATE									
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	350,000.00	07/26/2013 0.72 %	363,604.50 351,050.59	100.33 0.65 %	351,142.40 2,107.29	1.48 % 91.81	Aa2 / AA NR	0.22 0.22
88579YAD3	3M Co. Note 1.375% Due 9/29/2016	350,000.00	08/07/2013 0.83 %	355,827.50 351,079.92	100.38 0.72 %	351,334.20 2,031.94	1.48 % 254.28	Aa3 / AA- NR	0.58 0.58



Holdings Report

As of 2/29/16

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									
458140AH3	Intel Corp Note 1.95% Due 10/1/2016	285,000.00	12/19/2013 0.79 %	294,014.55 286,906.24	100.71 0.73 %	287,031.77 2,315.63	1.21 % 125.53	A1 / A+ A+	0.59 0.58
084670BD9	Berkshire Hathaway Note 1.9% Due 1/31/2017	1,000,000.00	04/11/2012 1.61 %	1,013,489.00 1,002,581.04	100.91 0.90 %	1,009,131.00 1,636.11	4.23 % 6,549.96	Aa2 / AA A+	0.92 0.91
48125VLC2	JP Morgan Chase Floating Rate Note 1.658% Due 2/6/2017	2,000,000.00	02/01/2012 1.66 %	2,000,000.00 2,000,000.00	100.74 0.87 %	2,014,798.00 2,117.92	8.44 % 14,798.00	A3 / A- NR	0.94 0.18
36962G5W0	General Electric Capital Corp Note 2.3% Due 4/27/2017	300,000.00	04/25/2014 1.19 %	309,714.00 303,750.51	101.79 0.75 %	305,379.30 2,376.67	1.29 % 1,628.79	A1 / AA+ NR	1.16 1.14
91159HHD5	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 5/15/2017	300,000.00	04/29/2014 1.19 %	304,026.00 301,526.98	100.60 1.11 %	301,810.20 1,457.50	1.27 % 283.22	A1 / A+ AA	1.21 1.11
94974BFG0	Wells Fargo Corp Note 1.5% Due 1/16/2018	300,000.00	09/09/2014 1.64 %	298,596.00 299,213.12	99.83 1.59 %	299,485.20 562.50	1.26 % 272.08	A2 / A AA-	1.88 1.84
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	310,000.00	02/03/2015 1.23 %	309,054.50 309,390.08	99.80 1.23 %	309,375.97 242.19	1.30 % (14.11)	Aa3 / AA- A+	1.94 1.91
808513AK1	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 3/10/2018	315,000.00	Various 1.50 %	314,969.60 314,989.49	100.11 1.45 %	315,341.15 2,244.38	1.33 % 351.66	A2 / A A	2.03 1.89
24422ESB6	John Deere Capital Corp Note 1.3% Due 3/12/2018	115,000.00	12/03/2014 1.55 %	114,088.05 114,432.14	99.61 1.49 %	114,556.79 701.82	0.48 % 124.65	A2 / A NR	2.03 1.99
747525AG8	Qualcomm Inc Note 1.4% Due 5/18/2018	370,000.00	Various 1.45 %	369,416.00 369,568.11	99.75 1.52 %	369,056.50 1,453.28	1.55 % (511.61)	A1 / A+ NR	2.22 2.17
166764BA7	Chevron Corp Note 1.79% Due 11/16/2018	310,000.00	11/09/2015 1.79 %	310,000.00 310,000.00	99.51 1.98 %	308,467.98 1,603.04	1.30 % (1,532.02)	Aa1 / AA- NR	2.72 2.62
037833BQ2	Apple Inc Note 1.7% Due 2/22/2019	300,000.00	02/16/2016 1.71 %	299,949.00 299,949.33	100.87 1.40 %	302,620.20 113.33	1.27 % 2,670.87	Aa1 / AA+ NR	2.98 2.90
Total US Corporate		6,605,000.00	1.44 %	6,656,748.70 6,614,437.55	1.05 %	6,639,530.66 20,963.60	27.88 % 25,093.11	A1 / A+ A+	1.29 1.03
US TREASURY									
912828TW0	US Treasury Note 0.75% Due 10/31/2017	500,000.00	09/11/2014 1.14 %	493,946.99 496,780.54	99.94 0.79 %	499,687.50 1,256.87	2.10 % 2,906.96	Aaa / AA+ AAA	1.67 1.65
912828UJ7	US Treasury Note 0.875% Due 1/31/2018	500,000.00	10/29/2014 1.01 %	497,775.12 498,688.28	100.15 0.79 %	500,761.50 360.58	2.10 % 2,073.22	Aaa / AA+ AAA	1.92 1.90
912828UR9	US Treasury Note 0.75% Due 2/28/2018	500,000.00	12/04/2014 1.09 %	494,611.05 496,673.54	99.91 0.79 %	499,570.50 10.19	2.09 % 2,896.96	Aaa / AA+ AAA	2.00 1.98
912828RH5	US Treasury Note 1.375% Due 9/30/2018	500,000.00	12/04/2014 1.28 %	501,759.49 501,189.39	101.36 0.84 %	506,797.00 2,873.98	2.13 % 5,607.61	Aaa / AA+ AAA	2.59 2.52
912828WD8	US Treasury Note 1.25% Due 10/31/2018	500,000.00	10/29/2014 1.30 %	499,005.58 499,337.51	100.99 0.87 %	504,961.00 2,094.78	2.12 % 5,623.49	Aaa / AA+ AAA	2.67 2.61



Holdings Report

As of 2/29/16

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 TREASURY									
912828SX9	US Treasury Note 1.125% Due 5/31/2019	495,000.00	09/29/2015 1.14 %	494,788.96 494,813.07	100.48 0.97 %	497,378.48 1,399.80	2.09 % 2,565.41	Aaa / AA+ AAA	3.25 3.18
912828UB4	US Treasury Note 1% Due 11/30/2019	500,000.00	10/29/2015 1.37 %	492,736.05 493,334.89	99.66 1.09 %	498,320.50 1,256.83	2.09 % 4,985.61	Aaa / AA+ AAA	3.75 3.66
912828UL2	US Treasury Note 1.375% Due 1/31/2020	500,000.00	01/06/2016 1.55 %	496,525.11 496,651.47	100.96 1.12 %	504,804.50 566.62	2.12 % 8,153.03	Aaa / AA+ AAA	3.92 3.80
912828UV0	US Treasury Note 1.125% Due 3/31/2020	500,000.00	02/09/2016 1.05 %	501,446.99 501,427.84	99.90 1.15 %	499,492.00 2,351.43	2.10 % (1,935.84)	Aaa / AA+ AAA	4.09 3.96
912828VA5	US Treasury Note 1.125% Due 4/30/2020	480,000.00	01/28/2016 1.32 %	476,064.11 476,145.21	99.86 1.16 %	479,306.40 1,815.00	2.01 % 3,161.19	Aaa / AA+ AAA	4.17 4.04
Total US Treasury		4,975,000.00	1.23 %	4,948,659.45 4,955,041.74	0.96 %	4,991,079.38 13,986.08	20.95 % 36,037.64	Aaa / AA+ Aaa	3.00 2.93
TOTAL PORTFOLIO		23,734,259.40	1.19 %	23,745,175.73 23,718,636.55	0.95 %	23,823,441.15 63,702.42	100.00 % 104,804.60	Aa1 / AA Aaa	2.04 1.81
TOTAL MARKET VALUE PLUS ACCRUED						23,887,143.57			



Transaction Ledger

1/31/16 Thru 2/29/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/01/2016	31846V203	3,125.00	First American Govt Obligation Fund	1.000		3,125.00	0.00	3,125.00	0.00
Purchase	02/01/2016	31846V203	1.09	First American Govt Obligation Fund	1.000		1.09	0.00	1.09	0.00
Purchase	02/06/2016	31846V203	1,743.75	First American Govt Obligation Fund	1.000		1,743.75	0.00	1,743.75	0.00
Purchase	02/08/2016	31846V203	8,944.44	First American Govt Obligation Fund	1.000		8,944.44	0.00	8,944.44	0.00
Purchase	02/10/2016	3133782M2	500,000.00	FHLB Note 1.5% Due 3/8/2019	101.542	0.99 %	507,710.00	3,166.67	510,876.67	0.00
Purchase	02/10/2016	912828UV0	500,000.00	US Treasury Note 1.125% Due 3/31/2020	100.289	1.05 %	501,446.99	2,044.06	503,491.05	0.00
Purchase	02/16/2016	31846V203	164.13	First American Govt Obligation Fund	1.000		164.13	0.00	164.13	0.00
Purchase	02/16/2016	31846V203	146.67	First American Govt Obligation Fund	1.000		146.67	0.00	146.67	0.00
Purchase	02/16/2016	31846V203	236.30	First American Govt Obligation Fund	1.000		236.30	0.00	236.30	0.00
Purchase	02/16/2016	31846V203	28,374.55	First American Govt Obligation Fund	1.000		28,374.55	0.00	28,374.55	0.00
Purchase	02/16/2016	31846V203	14,224.43	First American Govt Obligation Fund	1.000		14,224.43	0.00	14,224.43	0.00
Purchase	02/16/2016	31846V203	115.00	First American Govt Obligation Fund	1.000		115.00	0.00	115.00	0.00
Purchase	02/16/2016	31846V203	214.67	First American Govt Obligation Fund	1.000		214.67	0.00	214.67	0.00
Purchase	02/18/2016	31846V203	11,736.95	First American Govt Obligation Fund	1.000		11,736.95	0.00	11,736.95	0.00
Purchase	02/20/2016	31846V203	2,830.50	First American Govt Obligation Fund	1.000		2,830.50	0.00	2,830.50	0.00
Purchase	02/21/2016	31846V203	69.43	First American Govt Obligation Fund	1.000		69.43	0.00	69.43	0.00
Purchase	02/22/2016	31846V203	241,464.45	First American Govt Obligation Fund	1.000		241,464.45	0.00	241,464.45	0.00
Purchase	02/22/2016	31846V203	242.67	First American Govt Obligation Fund	1.000		242.67	0.00	242.67	0.00
Purchase	02/23/2016	037833BQ2	300,000.00	Apple Inc Note 1.7% Due 2/22/2019	99.983	1.71 %	299,949.00	0.00	299,949.00	0.00
Purchase	02/28/2016	31846V203	2,187.50	First American Govt Obligation Fund	1.000		2,187.50	0.00	2,187.50	0.00
Purchase	02/29/2016	31846V203	216,392.84	First American Govt Obligation Fund	1.000		216,392.84	0.00	216,392.84	0.00
Purchase	02/29/2016	31846V203	1,875.00	First American Govt Obligation Fund	1.000		1,875.00	0.00	1,875.00	0.00
	Subtotal		1,834,089.37				1,843,195.36	5,210.73	1,848,406.09	0.00
Short Sale	02/23/2016	31846V203	-299,949.00	First American Govt Obligation Fund	1.000		-299,949.00	0.00	-299,949.00	0.00
	Subtotal		-299,949.00				-299,949.00	0.00	-299,949.00	0.00
TOTAL ACQUISITIONS			1,534,140.37				1,543,246.36	5,210.73	1,548,457.09	0.00



Transaction Ledger

1/31/16 Thru 2/29/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Closing Purchase	02/23/2016	31846V203	-299,949.00	First American Govt Obligation Fund	1.000		-299,949.00	0.00	-299,949.00	0.00
		Subtotal	-299,949.00				-299,949.00	0.00	-299,949.00	0.00
Sale	02/10/2016	3135G0ZL0	420,000.00	FNMA Note 1% Due 9/27/2017	100.434	0.73 %	421,822.80	1,551.67	423,374.47	1,932.70
Sale	02/10/2016	31846V203	103,327.96	First American Govt Obligation Fund	1.000		103,327.96	0.00	103,327.96	0.00
Sale	02/10/2016	912828SS0	485,000.00	US Treasury Note 0.875% Due 4/30/2017	100.304	0.62 %	486,476.11	1,189.18	487,665.29	1,644.17
Sale	02/22/2016	594918BF0	140,000.00	Microsoft Note 1.3% Due 11/3/2018	100.325	1.18 %	140,455.00	551.06	141,006.06	580.82
Sale	02/22/2016	717081DJ9	100,000.00	Pfizer Inc. Note 1.1% Due 5/15/2017	100.162	0.97 %	100,162.00	296.39	100,458.39	197.97
Sale	02/23/2016	31846V203	299,949.00	First American Govt Obligation Fund	1.000		299,949.00	0.00	299,949.00	0.00
Sale	02/29/2016	02665WAQ4	215,000.00	American Honda Finance Note 1.55% Due 12/11/2017	100.312	1.37 %	215,670.80	722.04	216,392.84	789.57
		Subtotal	1,763,276.96				1,767,863.67	4,310.34	1,772,174.01	5,145.23
Paydown	02/15/2016	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	02/15/2016	43814HAC2	0.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		0.00	146.67	146.67	0.00
Paydown	02/15/2016	477877AD6	0.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		0.00	236.30	236.30	0.00
Paydown	02/15/2016	47787VAC5	28,185.23	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		28,185.23	189.32	28,374.55	0.00
Paydown	02/15/2016	89231MAC9	14,134.54	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		14,134.54	89.89	14,224.43	0.00
Paydown	02/15/2016	89231TAB6	0.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	100.000		0.00	115.00	115.00	0.00
Paydown	02/15/2016	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	02/18/2016	43814GAC4	11,620.49	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		11,620.49	116.46	11,736.95	0.00
Paydown	02/21/2016	43814CAC3	69.40	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	100.000		69.40	0.03	69.43	0.00



Transaction Ledger

1/31/16 Thru 2/29/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	02/22/2016	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		54,009.66				54,009.66	1,515.14	55,524.80	0.00
Security Withdrawal	02/05/2016	31846V203	1,982.00	First American Govt Obligation Fund	1.000		1,982.00	0.00	1,982.00	0.00
Security Withdrawal	02/25/2016	31846V203	104.17	First American Govt Obligation Fund	1.000		104.17	0.00	104.17	0.00
	Subtotal		2,086.17				2,086.17	0.00	2,086.17	0.00
TOTAL DISPOSITIONS			1,519,423.79				1,524,010.50	5,825.48	1,529,835.98	5,145.23
OTHER TRANSACTIONS										
Interest	02/01/2016	3137EADK2	500,000.00	FHLMC Note 1.25% Due 8/1/2019	0.000		3,125.00	0.00	3,125.00	0.00
Interest	02/06/2016	459200HZ7	310,000.00	IBM Corp Note 1.125% Due 2/6/2018	0.000		1,743.75	0.00	1,743.75	0.00
Interest	02/08/2016	48125VLC2	2,000,000.00	JP Morgan Chase Floating Rate Note 1.658% Due 2/6/2017	0.000		8,944.44	0.00	8,944.44	0.00
Interest	02/20/2016	3133EEQM5	510,000.00	FFCB Note 1.11% Due 2/20/2018	0.000		2,830.50	0.00	2,830.50	0.00
Interest	02/28/2016	3135G0MZ3	500,000.00	FNMA Note 0.875% Due 8/28/2017	0.000		2,187.50	0.00	2,187.50	0.00
Interest	02/29/2016	912828UR9	500,000.00	US Treasury Note 0.75% Due 2/28/2018	0.000		1,875.00	0.00	1,875.00	0.00
	Subtotal		4,320,000.00				20,706.19	0.00	20,706.19	0.00
Dividend	02/01/2016	31846V203	168,168.61	First American Govt Obligation Fund	0.000		1.09	0.00	1.09	0.00
	Subtotal		168,168.61				1.09	0.00	1.09	0.00
TOTAL OTHER TRANSACTIONS			4,488,168.61				20,707.28	0.00	20,707.28	0.00



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						
02665WAQ4	American Honda Finance Note Due 12/11/2017	12/08/2014 12/11/2014 0.00	214,876.13 0.00 214,881.23 0.00	462.85 722.04 0.00 259.19	5.10 0.00 5.10 264.29	0.00 264.29
037833BQ2	Apple Inc Note 1.7% Due 02/22/2019	02/16/2016 02/23/2016 300,000.00	0.00 299,949.00 0.00 299,949.33	0.00 0.00 113.33 113.33	0.33 0.00 0.33 113.66	0.00 113.66
084670BD9	Berkshire Hathaway Note 1.9% Due 01/31/2017	04/11/2012 04/11/2012 1,000,000.00	1,002,803.81 0.00 0.00 1,002,581.04	52.78 0.00 1,636.11 1,583.33	0.00 222.77 (222.77) 1,360.56	0.00 1,360.56
161571GC2	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	09/03/2015 09/04/2015 195,000.00	195,231.43 0.00 0.00 195,224.63	87.53 164.13 87.53 164.13	0.00 6.80 (6.80) 157.33	0.00 157.33
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	1,140.63 0.00 1,603.04 462.41	0.00 0.00 0.00 462.41	0.00 462.41
24422ESB6	John Deere Capital Corp Note 1.3% Due 03/12/2018	12/03/2014 12/08/2014 115,000.00	114,409.91 0.00 0.00 114,432.14	577.24 0.00 701.82 124.58	22.23 0.00 22.23 146.81	0.00 146.81
3130A0C65	FHLB Note 0.625% Due 12/28/2016	12/13/2013 12/18/2013 485,000.00	484,600.84 0.00 0.00 484,635.81	277.86 0.00 530.47 252.61	34.97 0.00 34.97 287.58	0.00 287.58
3130A4GJ5	FHLB Note 1.125% Due 04/25/2018	05/27/2015 05/28/2015 500,000.00	501,123.37 0.00 0.00 501,083.34	1,500.00 0.00 1,968.75 468.75	0.00 40.03 (40.03) 428.72	0.00 428.72
3133782M2	FHLB Note 1.5% Due 03/08/2019	02/09/2016 02/10/2016 500,000.00	0.00 507,710.00 0.00 507,572.57	0.00 (3,166.67) 3,604.17 437.50	0.00 137.43 (137.43) 300.07	0.00 300.07
3133834R9	FHLB Note 0.375% Due 06/24/2016	08/07/2013 08/08/2013 500,000.00	499,603.35 0.00 0.00 499,683.23	192.71 0.00 348.96 156.25	79.88 0.00 79.88 236.13	0.00 236.13



Income Earned

1/31/16 Thru 2/29/16

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	500,033.11 0.00 0.00 500,030.02	656.25 0.00 1,020.83 364.58	0.00 3.09 (3.09) 361.49	0.00 361.49
3133EDDV1	FFCB Note 1.16% Due 10/23/2017	01/29/2015 01/30/2015 185,000.00	185,911.83 0.00 0.00 185,869.85	584.19 0.00 763.02 178.83	0.00 41.98 (41.98) 136.85	0.00 136.85
3133EEQM5	FFCB Note 1.11% Due 02/20/2018	08/28/2015 08/31/2015 510,000.00	511,713.63 0.00 0.00 511,647.37	2,531.73 2,830.50 172.98 471.75	0.00 66.26 (66.26) 405.49	0.00 405.49
3135G0E33	FNMA Note 1.125% Due 07/20/2018	Various Various 500,000.00	499,149.61 0.00 0.00 499,177.01	171.87 0.00 640.62 468.75	27.40 0.00 27.40 496.15	0.00 496.15
3135G0E58	FNMA Note 1.125% Due 10/19/2018	Various Various 495,000.00	494,755.88 0.00 0.00 494,763.02	1,577.82 0.00 2,041.88 464.06	13.55 6.41 7.14 471.20	0.00 471.20
3135G0G72	FNMA Note 1.125% Due 12/14/2018	10/30/2015 11/03/2015 515,000.00	514,293.39 0.00 0.00 514,312.96	756.41 0.00 1,239.22 482.81	19.57 0.00 19.57 502.38	0.00 502.38
3135G0GY3	FNMA Note 1.25% Due 01/30/2017	Various Various 290,000.00	291,137.75 0.00 0.00 291,047.10	10.07 0.00 312.15 302.08	0.00 90.65 (90.65) 211.43	0.00 211.43
3135G0H63	FNMA Note 1.375% Due 01/28/2019	01/06/2016 01/08/2016 500,000.00	499,838.55 0.00 0.00 499,842.84	57.29 0.00 630.21 572.92	4.29 0.00 4.29 577.21	0.00 577.21
3135G0MZ3	FNMA Note 0.875% Due 08/28/2017	03/06/2014 03/07/2014 500,000.00	499,005.67 0.00 0.00 499,055.91	1,859.38 2,187.50 36.46 364.58	50.24 0.00 50.24 414.82	0.00 414.82
3135G0WJ8	FNMA Note 0.875% Due 05/21/2018	Various Various 500,000.00	493,735.81 0.00 0.00 493,952.08	850.70 0.00 1,215.28 364.58	216.27 0.00 216.27 580.85	0.00 580.85
3135G0ZL0	FNMA Note Due 09/27/2017	Various Various 0.00	419,888.44 0.00 419,890.10 0.00	1,446.67 1,551.67 0.00 105.00	6.83 5.17 1.66 106.66	0.00 106.66



Income Earned

1/31/16 Thru 2/29/16

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
3135G0ZY2	FNMA Note 1.75% Due 11/26/2019	07/31/2015 07/31/2015 325,000.00	328,043.39 0.00 0.00 327,980.07	1,026.91 0.00 1,500.87 473.96	0.00 63.32 (63.32) 410.64	0.00 410.64
3137EADC0	FHLMC Note 1% Due 03/08/2017	07/26/2013 07/29/2013 500,000.00	500,048.68 0.00 0.00 500,045.16	1,986.11 0.00 2,402.78 416.67	0.00 3.52 (3.52) 413.15	0.00 413.15
3137EADF3	FHLMC Note 1.25% Due 05/12/2017	08/07/2013 08/08/2013 500,000.00	501,108.15 0.00 0.00 501,039.19	1,371.53 0.00 1,892.36 520.83	0.00 68.96 (68.96) 451.87	0.00 451.87
3137EADH9	FHLMC Note 1% Due 06/29/2017	01/29/2015 01/30/2015 190,000.00	190,741.60 0.00 0.00 190,699.75	168.89 0.00 327.22 158.33	0.00 41.85 (41.85) 116.48	0.00 116.48
3137EADK2	FHLMC Note 1.25% Due 08/01/2019	04/29/2015 05/01/2015 500,000.00	497,434.49 0.00 0.00 497,492.75	3,125.00 3,125.00 520.83 520.83	58.26 0.00 58.26 579.09	0.00 579.09
3137EADL0	FHLMC Note 1% Due 09/29/2017	07/31/2014 07/31/2014 500,000.00	498,488.41 0.00 0.00 498,560.74	1,694.44 0.00 2,111.11 416.67	72.33 0.00 72.33 489.00	0.00 489.00
3137EADM8	FHLMC Note 1.25% Due 10/02/2019	05/27/2015 05/28/2015 500,000.00	495,362.41 0.00 0.00 495,462.85	2,065.97 0.00 2,586.81 520.84	100.44 0.00 100.44 621.28	0.00 621.28
3137EADP1	FHLMC Note 0.875% Due 03/07/2018	03/06/2014 03/07/2014 510,000.00	505,642.12 0.00 0.00 505,807.32	1,785.00 0.00 2,156.88 371.88	165.20 0.00 165.20 537.08	0.00 537.08
36962G5W0	General Electric Capital Corp Note 2.3% Due 04/27/2017	04/25/2014 04/30/2014 300,000.00	304,008.25 0.00 0.00 303,750.51	1,801.67 0.00 2,376.67 575.00	0.00 257.74 (257.74) 317.26	0.00 317.26
38259PAC6	Google Inc Note 2.125% Due 05/19/2016	07/26/2013 07/31/2013 350,000.00	351,436.25 0.00 0.00 351,050.59	1,487.50 0.00 2,107.29 619.79	0.00 385.66 (385.66) 234.13	0.00 234.13
43813NAC0	Honda Auto Receivables 2015-2 A3 1.04% Due 02/21/2019	05/13/2015 05/20/2015 280,000.00	279,965.07 0.00 0.00 279,965.97	80.89 242.67 80.89 242.67	0.90 0.00 0.90 243.57	0.00 243.57



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
43814CAC3	Honda Auto Receivables 2013-1 A3 Due 11/21/2016	02/12/2014 02/18/2014 0.00	69.40 0.00 69.40 0.00	0.01 0.03 0.00 0.02	0.00 0.00 0.00 0.02	0.00 0.00
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 03/19/2018	05/13/2014 05/21/2014 169,875.83	181,486.90 0.00 11,620.49 169,867.55	50.47 116.46 47.23 113.22	1.14 0.00 1.14 114.36	0.00 0.00 114.36
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 06/15/2018	08/12/2014 08/20/2014 200,000.00	199,980.71 0.00 0.00 199,981.77	78.22 146.67 78.22 146.67	1.06 0.00 1.06 147.73	0.00 147.73
458140AH3	Intel Corp Note 1.95% Due 10/01/2016	12/19/2013 12/24/2013 285,000.00	287,164.56 0.00 0.00 286,906.24	1,852.50 0.00 2,315.63 463.13	0.00 258.32 (258.32) 204.81	0.00 204.81
459200HZ7	IBM Corp Note 1.125% Due 02/06/2018	02/03/2015 02/06/2015 310,000.00	309,365.07 0.00 0.00 309,390.08	1,695.31 1,743.75 242.19 290.63	25.01 0.00 25.01 315.64	0.00 315.64
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	Various Various 265,000.00	265,028.19 0.00 0.00 265,026.94	126.02 236.30 126.02 236.30	1.22 2.47 (1.25) 235.05	0.00 235.05
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 04/16/2018	04/02/2014 04/09/2014 218,748.29	246,917.76 0.00 28,185.23 218,735.25	100.97 189.32 89.44 177.79	2.72 0.00 2.72 180.51	0.00 180.51
48125VLC2	JP Morgan Chase Floating Rate Note 1.658% 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	6,271.11 8,944.44 2,117.92 4,791.25	0.00 0.00 0.00 4,791.25	0.00 4,791.25
594918BF0	Microsoft Note Due 11/03/2018	10/29/2015 11/03/2015 0.00	139,871.50 0.00 139,874.18 0.00	444.89 551.06 0.00 106.17	2.68 0.00 2.68 108.85	0.00 108.85
717081DJ9	Pfizer Inc. Note Due 05/15/2017	05/12/2014 05/15/2014 0.00	99,962.34 0.00 99,964.03 0.00	232.22 296.39 0.00 64.17	1.69 0.00 1.69 65.86	0.00 65.86
747525AG8	Qualcomm Inc Note 1.4% Due 05/18/2018	Various Various 370,000.00	369,552.61 0.00 0.00 369,568.11	1,021.61 0.00 1,453.28 431.67	15.50 0.00 15.50 447.17	0.00 447.17



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
808513AK1	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 03/10/2018	Various Various 315,000.00	314,989.08 0.00 0.00 314,989.49	1,850.63 0.00 2,244.38 393.75	8.83 8.42 0.41 394.16	0.00 394.16
88579YAD3	3M Co. Note 1.375% Due 09/29/2016	08/07/2013 08/12/2013 350,000.00	351,227.65 0.00 0.00 351,079.92	1,630.90 0.00 2,031.94 401.04	0.00 147.73 (147.73) 253.31	0.00 253.31
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	03/11/2014 03/19/2014 146,865.43	160,989.88 0.00 14,134.54 146,856.99	47.94 89.89 43.73 85.68	1.65 0.00 1.65 87.33	0.00 87.33
89231TAB6	Toyota Auto Receivables Owner 2015-C 0.92% Due 02/15/2018	08/18/2015 08/26/2015 150,000.00	149,990.06 0.00 0.00 149,990.45	61.33 115.00 61.33 115.00	0.39 0.00 0.39 115.39	0.00 115.39
89236WAC2	Toyota Auto Receivables Owner 2015-A 1.12% Due 02/15/2019	02/24/2015 03/04/2015 230,000.00	229,975.99 0.00 0.00 229,976.92	114.49 214.67 114.49 214.67	0.93 0.00 0.93 215.60	0.00 215.60
91159HHD5	US Bancorp Callable Note Cont 4/15/2017 1.65% Due 05/15/2017	04/29/2014 04/30/2014 300,000.00	301,634.98 0.00 0.00 301,526.98	1,045.00 0.00 1,457.50 412.50	0.00 108.00 (108.00) 304.50	0.00 304.50
912828RH5	US Treasury Note 1.375% Due 09/30/2018	12/04/2014 12/05/2014 500,000.00	501,225.97 0.00 0.00 501,189.39	2,329.23 0.00 2,873.98 544.75	0.00 36.58 (36.58) 508.17	0.00 508.17
912828SS0	US Treasury Note Due 04/30/2017	10/07/2013 10/08/2013 0.00	484,828.55 0.00 484,831.94 0.00	1,084.25 1,189.18 0.00 104.93	3.39 0.00 3.39 108.32	0.00 108.32
912828SX9	US Treasury Note 1.125% Due 05/31/2019	09/29/2015 09/30/2015 495,000.00	494,808.50 0.00 0.00 494,813.07	958.56 0.00 1,399.80 441.24	4.57 0.00 4.57 445.81	0.00 445.81
912828TW0	US Treasury Note 0.75% Due 10/31/2017	09/11/2014 09/12/2014 500,000.00	496,627.23 0.00 0.00 496,780.54	958.10 0.00 1,256.87 298.77	153.31 0.00 153.31 452.08	0.00 452.08
912828UB4	US Treasury Note 1% Due 11/30/2019	10/29/2015 10/30/2015 500,000.00	493,193.70 0.00 0.00 493,334.89	860.66 0.00 1,256.83 396.17	141.19 0.00 141.19 537.36	0.00 537.36



Income Earned

1/31/16 Thru 2/29/16

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
912828UJ7	US Treasury Note 0.875% Due 01/31/2018	10/29/2014 10/30/2014 500,000.00	498,634.01 0.00 0.00 498,688.28	12.02 0.00 360.58 348.56	54.27 0.00 54.27 402.83	0.00 402.83
912828UL2	US Treasury Note 1.375% Due 01/31/2020	01/06/2016 01/07/2016 500,000.00	496,583.61 0.00 0.00 496,651.47	18.89 0.00 566.62 547.73	67.86 0.00 67.86 615.59	0.00 615.59
912828UR9	US Treasury Note 0.75% Due 02/28/2018	12/04/2014 12/05/2014 500,000.00	496,541.22 0.00 0.00 496,673.54	1,586.54 1,875.00 10.19 298.65	132.32 0.00 132.32 430.97	0.00 430.97
912828UV0	US Treasury Note 1.125% Due 03/31/2020	02/09/2016 02/10/2016 500,000.00	0.00 501,446.99 0.00 501,427.84	0.00 (2,044.06) 2,351.43 307.37	0.00 19.15 (19.15) 288.22	0.00 288.22
912828VA5	US Treasury Note 1.125% Due 04/30/2020	01/28/2016 01/29/2016 480,000.00	476,071.71 0.00 0.00 476,145.21	1,365.00 0.00 1,815.00 450.00	73.50 0.00 73.50 523.50	0.00 523.50
912828WD8	US Treasury Note 1.25% Due 10/31/2018	10/29/2014 10/30/2014 500,000.00	499,317.78 0.00 0.00 499,337.51	1,596.84 0.00 2,094.78 497.94	19.73 0.00 19.73 517.67	0.00 517.67
94974BFG0	Wells Fargo Corp Note 1.5% Due 01/16/2018	09/09/2014 09/10/2014 300,000.00	299,179.85 0.00 0.00 299,213.12	187.50 0.00 562.50 375.00	33.27 0.00 33.27 408.27	0.00 408.27
			23,529,610.14	58,969.10	1,624.02	
			1,309,105.99	21,320.94	2,022.31	
			1,413,451.14	63,702.42	(398.29)	0.00
TOTAL Fixed Income		23,440,489.55	23,424,866.70	26,054.26	25,655.97	25,655.97



Income Earned

1/31/16 Thru 2/29/16

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
Cash & Equivalent						
31846V203	First American Govt Obligation Fund		165,043.61	0.00	0.00	
		09/21/2015	234,140.37	1.09	0.00	
		09/21/2015	105,414.13	0.00	0.00	0.00
		293,769.85	293,769.85	1.09	1.09	1.09
			165,043.61	0.00	0.00	
			234,140.37	1.09	0.00	
			105,414.13	0.00	0.00	0.00
TOTAL Cash & Equivalent		293,769.85	293,769.85	1.09	1.09	1.09
			23,694,653.75	58,969.10	1,624.02	
			1,543,246.36	21,322.03	2,022.31	
			1,518,865.27	63,702.42	(398.29)	0.00
TOTAL PORTFOLIO		23,734,259.40	23,718,636.55	26,055.35	25,657.06	25,657.06



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/02/2016	Closing Purchase	31846V203	264,999.21	First American Govt Obligation Fund	0.00	0.00	0.00
03/02/2016	Purchase	47788MAB6	265,000.00	John Deere Owner Trust 2016-A A2 1.15% Due 10/15/2018	0.00	0.00	0.00
03/02/2016	Sale	31846V203	264,999.21	First American Govt Obligation Fund	0.00	0.00	0.00
03/02/2016	Short Sale	31846V203	-264,999.21	First American Govt Obligation Fund	0.00	0.00	0.00
03/07/2016	Interest	3137EADP1	510,000.00	FHLMC Note 0.875% Due 3/7/2018	0.00	2,231.25	2,231.25
03/08/2016	Interest	3133782M2	500,000.00	FHLB Note 1.5% Due 3/8/2019	0.00	3,750.00	3,750.00
03/08/2016	Interest	3137EADC0	500,000.00	FHLMC Note 1% Due 3/8/2017	0.00	2,500.00	2,500.00
03/10/2016	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
03/12/2016	Interest	24422ESB6	115,000.00	John Deere Capital Corp Note 1.3% Due 3/12/2018	0.00	747.50	747.50
03/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	164.13	164.13
03/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	19,116.91	167.71	19,284.62
03/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	14,732.06	82.00	14,814.06
03/15/2016	Paydown	43814HAC2	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	13,340.75	146.67	13,487.42
03/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	0.00	236.30	236.30
03/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	8,826.82	115.00	8,941.82
03/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	12,793.95	214.67	13,008.62
03/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	14,109.89	109.00	14,218.89
03/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	10,721.97	242.67	10,964.64
03/29/2016	Interest	3137EADL0	500,000.00	FHLMC Note 1% Due 9/29/2017	0.00	2,500.00	2,500.00
03/29/2016	Interest	88579YAD3	350,000.00	3M Co. Note 1.375% Due 9/29/2016	0.00	2,406.25	2,406.25



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/31/2016	Interest	912828UV0	500,000.00	US Treasury Note 1.125% Due 3/31/2020	0.00	2,812.50	2,812.50
03/31/2016	Interest	912828RH5	500,000.00	US Treasury Note 1.375% Due 9/30/2018	0.00	3,437.50	3,437.50
Mar 2016					93,642.35	24,225.65	117,868.00
04/01/2016	Interest	458140AH3	285,000.00	Intel Corp Note 1.95% Due 10/1/2016	0.00	2,778.75	2,778.75
04/02/2016	Interest	3137EADM8	500,000.00	FHLMC Note 1.25% Due 10/2/2019	0.00	3,125.00	3,125.00
04/15/2016	Paydown	43814HAC2	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	13,175.50	136.88	13,312.38
04/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	17,116.19	236.30	17,352.49
04/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	14,280.49	73.77	14,354.26
04/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	8,604.17	108.23	8,712.40
04/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	164.13	164.13
04/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	18,582.16	153.05	18,735.21
04/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	12,517.13	202.73	12,719.86
04/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	13,713.74	99.95	13,813.69
04/19/2016	Interest	3135G0E58	495,000.00	FNMA Note 1.125% Due 10/19/2018	0.00	2,784.38	2,784.38
04/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	10,556.26	233.37	10,789.63
04/23/2016	Interest	3133EDDV1	185,000.00	FFCB Note 1.16% Due 10/23/2017	0.00	1,073.00	1,073.00
04/25/2016	Interest	3130A4GJ5	500,000.00	FHLB Note 1.125% Due 4/25/2018	0.00	2,812.50	2,812.50
04/27/2016	Interest	36962G5W0	300,000.00	General Electric Capital Corp Note 2.3% Due 4/27/2017	0.00	3,450.00	3,450.00
04/30/2016	Interest	912828TW0	500,000.00	US Treasury Note 0.75% Due 10/31/2017	0.00	1,875.00	1,875.00
04/30/2016	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 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/30/2016	Interest	912828WD8	500,000.00	US Treasury Note 1.25% Due 10/31/2018	0.00	3,125.00	3,125.00
Apr 2016					108,545.64	25,132.04	133,677.68
05/08/2016	Interest	48125VLC2	2,000,000.00	JP Morgan Chase Floating Rate Note 1.658% Due 2/6/2017	0.00	8,287.50	8,287.50
05/12/2016	Interest	3137EADF3	500,000.00	FHLMC Note 1.25% Due 5/12/2017	0.00	3,125.00	3,125.00
05/15/2016	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
05/15/2016	Paydown	43814HAC2	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	13,004.45	127.22	13,131.67
05/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	16,713.27	221.03	16,934.30
05/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	8,381.32	101.64	8,482.96
05/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	12,240.00	191.04	12,431.04
05/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	164.13	164.13
05/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	18,046.80	138.80	18,185.60
05/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	13,828.38	65.80	13,894.18
05/16/2016	Interest	166764BA7	310,000.00	Chevron Corp Note 1.79% Due 11/16/2018	0.00	2,759.09	2,759.09
05/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	13,317.20	91.15	13,408.35
05/19/2016	Maturity	38259PAC6	350,000.00	Google Inc Note 2.125% Due 5/19/2016	350,000.00	3,718.75	353,718.75
05/20/2016	Interest	747525AG8	370,000.00	Qualcomm Inc Note 1.4% Due 5/18/2018	0.00	2,590.00	2,590.00
05/21/2016	Interest	3135G0WJ8	500,000.00	FNMA Note 0.875% Due 5/21/2018	0.00	2,187.50	2,187.50
05/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	10,390.32	224.23	10,614.55
05/26/2016	Interest	3135G0ZY2	325,000.00	FNMA Note 1.75% Due 11/26/2019	0.00	2,843.75	2,843.75
05/31/2016	Interest	912828UB4	500,000.00	US Treasury Note 1% Due 11/30/2019	0.00	2,500.00	2,500.00



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/31/2016	Interest	912828SX9	495,000.00	US Treasury Note 1.125% Due 5/31/2019	0.00	2,784.38	2,784.38
May 2016					455,921.74	34,596.01	490,517.75
06/07/2016	Interest	3133ECWV2	500,000.00	FFCB Note 0.875% Due 12/7/2016	0.00	2,187.50	2,187.50
06/14/2016	Interest	3135G0G72	515,000.00	FNMA Note 1.125% Due 12/14/2018	0.00	2,896.88	2,896.88
06/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	164.13	164.13
06/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	16,309.67	206.12	16,515.79
06/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	17,510.80	124.97	17,635.77
06/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	11,962.54	179.62	12,142.16
06/15/2016	Paydown	43814HAC2	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	12,827.47	117.68	12,945.15
06/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	13,375.76	58.08	13,433.84
06/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	8,158.29	95.21	8,253.50
06/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	12,920.28	82.60	13,002.88
06/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	10,224.16	215.22	10,439.38
06/24/2016	Maturity	3133834R9	500,000.00	FHLB Note 0.375% Due 6/24/2016	500,000.00	937.50	500,937.50
06/28/2016	Interest	3130A0C65	485,000.00	FHLB Note 0.625% Due 12/28/2016	0.00	1,515.63	1,515.63
06/29/2016	Interest	3137EADH9	190,000.00	FHLMC Note 1% Due 6/29/2017	0.00	950.00	950.00
Jun 2016					603,288.97	9,731.14	613,020.11
07/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	164.13	164.13
07/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	16,974.19	111.54	17,085.73
07/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	12,922.62	50.61	12,973.23
07/15/2016	Paydown	43814HAC2	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	12,644.38	108.28	12,752.66



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	15,905.38	191.59	16,096.97
07/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	7,935.06	88.96	8,024.02
07/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	11,684.76	168.45	11,853.21
07/16/2016	Interest	94974BFG0	300,000.00	Wells Fargo Corp Note 1.5% Due 1/16/2018	0.00	2,250.00	2,250.00
07/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	12,522.96	74.31	12,597.27
07/20/2016	Interest	3135G0E33	500,000.00	FNMA Note 1.125% Due 7/20/2018	0.00	2,812.51	2,812.51
07/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	10,057.78	206.36	10,264.14
07/28/2016	Interest	3135G0H63	500,000.00	FNMA Note 1.375% Due 1/28/2019	0.00	3,437.50	3,437.50
07/30/2016	Interest	3135G0GY3	290,000.00	FNMA Note 1.25% Due 1/30/2017	0.00	1,812.50	1,812.50
07/31/2016	Interest	912828UL2	500,000.00	US Treasury Note 1.375% Due 1/31/2020	0.00	3,437.50	3,437.50
07/31/2016	Interest	084670BD9	1,000,000.00	Berkshire Hathaway Note 1.9% Due 1/31/2017	0.00	9,500.00	9,500.00
07/31/2016	Interest	912828UJ7	500,000.00	US Treasury Note 0.875% Due 1/31/2018	0.00	2,187.50	2,187.50
Jul 2016					100,647.13	26,601.74	127,248.87
08/01/2016	Interest	3137EADK2	500,000.00	FHLMC Note 1.25% Due 8/1/2019	0.00	3,125.00	3,125.00
08/06/2016	Interest	459200HZ7	310,000.00	IBM Corp Note 1.125% Due 2/6/2018	0.00	1,743.75	1,743.75
08/08/2016	Interest	48125VLC2	2,000,000.00	JP Morgan Chase Floating Rate Note 1.658% Due 2/6/2017	0.00	8,287.50	8,287.50
08/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	12,468.94	43.40	12,512.34
08/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	7,711.64	82.87	7,794.51
08/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	164.13	164.13
08/15/2016	Paydown	43814HAC2	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	12,455.04	99.01	12,554.05
08/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	15,500.45	177.40	15,677.85



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	16,436.96	98.53	16,535.49
08/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	11,406.65	157.55	11,564.20
08/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	12,125.26	66.28	12,191.54
08/20/2016	Interest	3133EEQM5	510,000.00	FFCB Note 1.11% Due 2/20/2018	0.00	2,830.50	2,830.50
08/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	9,891.19	197.64	10,088.83
08/23/2016	Interest	037833BQ2	300,000.00	Apple Inc Note 1.7% Due 2/22/2019	0.00	2,550.00	2,550.00
08/28/2016	Interest	3135G0MZ3	500,000.00	FNMA Note 0.875% Due 8/28/2017	0.00	2,187.50	2,187.50
08/31/2016	Interest	91282UR9	500,000.00	US Treasury Note 0.75% Due 2/28/2018	0.00	1,875.00	1,875.00
Aug 2016					97,996.13	23,686.06	121,682.19
09/07/2016	Interest	3137EADP1	510,000.00	FHLMC Note 0.875% Due 3/7/2018	0.00	2,231.25	2,231.25
09/08/2016	Interest	3133782M2	500,000.00	FHLB Note 1.5% Due 3/8/2019	0.00	3,750.00	3,750.00
09/08/2016	Interest	3137EADC0	500,000.00	FHLMC Note 1% Due 3/8/2017	0.00	2,500.00	2,500.00
09/10/2016	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
09/12/2016	Interest	24422ESB6	115,000.00	John Deere Capital Corp Note 1.3% Due 3/12/2018	0.00	747.50	747.50
09/15/2016	Paydown	43814HAC2	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	12,259.30	89.87	12,349.17
09/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	15,094.83	163.58	15,258.41
09/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	7,488.02	76.96	7,564.98
09/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	11,128.23	146.90	11,275.13
09/15/2016	Paydown	161571GC2	195,000.00	Chase CHAIT Pool #2013-A8 1.01% Due 10/15/2018	0.00	164.13	164.13
09/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	15,899.10	85.93	15,985.03



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	12,014.75	36.44	12,051.19
09/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	11,727.16	58.50	11,785.66
09/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	9,724.36	189.07	9,913.43
09/29/2016	Interest	3137EADL0	500,000.00	FHLMC Note 1% Due 9/29/2017	0.00	2,500.00	2,500.00
09/29/2016	Maturity	88579YAD3	350,000.00	3M Co. Note 1.375% Due 9/29/2016	350,000.00	2,406.25	352,406.25
09/30/2016	Interest	91282RH5	500,000.00	US Treasury Note 1.375% Due 9/30/2018	0.00	3,437.50	3,437.50
09/30/2016	Interest	91282UV0	500,000.00	US Treasury Note 1.125% Due 3/31/2020	0.00	2,812.50	2,812.50
Sep 2016					445,335.75	23,758.88	469,094.63
10/01/2016	Maturity	458140AH3	285,000.00	Intel Corp Note 1.95% Due 10/1/2016	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	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	11,560.03	29.73	11,589.76
10/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	7,264.21	71.22	7,335.43
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	43814HAC2	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	12,056.98	80.88	12,137.86
10/15/2016	Paydown	47787AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	14,688.54	150.12	14,838.66
10/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	15,360.62	73.74	15,434.36
10/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	10,849.48	136.52	10,986.00
10/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	11,328.69	50.97	11,379.66
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	9,557.32	180.64	9,737.96
10/23/2016	Interest	3133EDDV1	185,000.00	FFCB Note 1.16% Due 10/23/2017	0.00	1,073.00	1,073.00



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	912828TW0	500,000.00	US Treasury Note 0.75% Due 10/31/2017	0.00	1,875.00	1,875.00
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
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					377,665.87	24,661.58	402,327.45
11/08/2016	Interest	48125VLC2	2,000,000.00	JP Morgan Chase Floating Rate Note 1.658% Due 2/6/2017	0.00	8,287.50	8,287.50
11/12/2016	Interest	3137EADF3	500,000.00	FHLMC Note 1.25% Due 5/12/2017	0.00	3,125.00	3,125.00
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	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	11,847.90	72.04	11,919.94
11/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	14,281.58	137.02	14,418.60
11/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	11,104.79	23.27	11,128.06
11/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	7,040.21	65.65	7,105.86
11/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	10,570.41	126.39	10,696.80
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	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	14,821.52	61.96	14,883.48
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	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	10,929.82	43.70	10,973.52
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
11/21/2016	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	9,390.05	172.36	9,562.41



Cash Flow Report

From 02/29/2016

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					98,033.68	30,434.15	128,467.83
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
12/14/2016	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	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	11,631.91	63.35	11,695.26
12/15/2016	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	13,873.95	124.29	13,998.24
12/15/2016	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	14,281.80	50.60	14,332.40
12/15/2016	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	10,291.02	116.52	10,407.54
12/15/2016	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	10,649.02	17.07	10,666.09
12/15/2016	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	6,816.01	60.25	6,876.26
12/18/2016	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	10,530.56	36.69	10,567.25
12/21/2016	Paydown	43813NAC0	280,000.00	Honda Auto Receivables 2015-2 A3 1.04% Due 2/21/2019	9,222.57	164.22	9,386.79
12/28/2016	Maturity	3130A0C65	485,000.00	FHLB Note 0.625% Due 12/28/2016	485,000.00	1,515.63	486,515.63
12/29/2016	Interest	3137EADH9	190,000.00	FHLMC Note 1% Due 6/29/2017	0.00	950.00	950.00
Dec 2016					1,080,350.95	8,340.35	1,088,691.30
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	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	11,408.83	54.82	11,463.65
01/15/2017	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	13,465.64	111.92	13,577.56



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2017	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	13,741.45	39.65	13,781.10
01/15/2017	Paydown	89231MAC9	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	10,192.71	11.13	10,203.84
01/15/2017	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	6,591.61	55.03	6,646.64
01/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	10,011.29	106.92	10,118.21
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	146,865.43	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	9,735.89	0.36	9,736.25
01/18/2017	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	10,130.92	29.93	10,160.85
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	9,054.85	156.23	9,211.08
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	3135G0GY3	290,000.00	FNMA Note 1.25% Due 1/30/2017	290,000.00	1,812.50	291,812.50
01/31/2017	Interest	912828UJ7	500,000.00	US Treasury Note 0.875% Due 1/31/2018	0.00	2,187.50	2,187.50
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
01/31/2017	Maturity	084670BD9	1,000,000.00	Berkshire Hathaway Note 1.9% Due 1/31/2017	1,000,000.00	9,500.00	1,009,500.00
Jan 2017					1,392,394.02	26,154.07	1,418,548.09
02/01/2017	Interest	3137EADK2	500,000.00	FHLMC Note 1.25% Due 8/1/2019	0.00	3,125.00	3,125.00
02/06/2017	Interest	459200HZ7	310,000.00	IBM Corp Note 1.125% Due 2/6/2018	0.00	1,743.75	1,743.75
02/06/2017	Maturity	48125VLC2	2,000,000.00	JP Morgan Chase Floating Rate Note 1.658% Due 2/6/2017	2,000,000.00	8,103.33	2,008,103.33
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	200,000.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	11,178.47	46.45	11,224.92
02/15/2017	Paydown	477877AD6	265,000.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	13,056.67	99.91	13,156.58



Cash Flow Report

From 02/29/2016

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2017	Paydown	89231TAB6	150,000.00	Toyota Auto Receivables Owner 2015-C 0.92% Due 2/15/2018	6,367.03	49.97	6,417.00
02/15/2017	Paydown	89236WAC2	230,000.00	Toyota Auto Receivables Owner 2015-A 1.12% Due 2/15/2019	9,731.26	97.57	9,828.83
02/15/2017	Paydown	47787VAC5	218,748.29	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	13,200.48	29.11	13,229.59
02/18/2017	Paydown	43814GAC4	169,875.83	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	9,730.88	23.43	9,754.31
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	8,886.92	148.38	9,035.30
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	3135G0MZ3	500,000.00	FNMA Note 0.875% Due 8/28/2017	0.00	2,187.50	2,187.50
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					2,080,219.25	23,053.69	2,103,272.94
Total					6,934,041.48	280,375.36	7,214,416.84



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: APRIL 20, 2016
ORIGINATING DEPT.: PUBLIC WORKS *Hod*
SUBJECT: RESOLUTION 2016-7690 DECLARING APRIL AS
"ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF
IMPERIAL BEACH

EXECUTIVE SUMMARY:

This resolution recognizes the importance of environmental awareness in the community by declaring April as "Environmental Awareness Month" and recognizes a number of activities planned in the City around the month of April.

FISCAL ANALYSIS:

None

RECOMMENDATION:

Adopt Resolution 2016-7690 that declare the month of April as Environmental Awareness month in the City of Imperial Beach.

OPTIONS:

- Authorize the resolution
- Provide further direction to staff to recognize environmental awareness in the community

BACKGROUND/ANALYSIS:

The first Earth Day was celebrated in the United States on April 22, 1970. Since then, through the efforts of government, grassroots organizations, and concerned citizens alike, Earth Day has evolved into a day of environmental recognition celebrated around the globe. An important focus of many Earth Day events is the promotion of responsible waste management practices, conservation, and the protection of local water quality.

The State of California requires all cities to implement proactive programs that reduce the amount of waste sent to landfills, protect water quality of local waterways, and implement energy conservation measures. Furthermore, the beachfront, Tijuana Estuary, and San Diego Bayfront are important environmental resources to the region and enhance the quality of life for residents and visitors to the City. The month of April presents an appropriate opportunity in the spirit of Earth Day to recognize a number of education activities and special events during the month that increases knowledge and awareness of key environmental issues.

The City plans to take advantage of the general atmosphere of environmental awareness around the month of April to more effectively engage the community on the City's integrated waste management and storm water programs. In recognition of Earth Day, staff is recommending adoption of a resolution from City Council that would declare April as "Environmental Awareness Month". Several activities are planned around the month of April to encourage community involvement. These activities include:

- Recycling Awareness Outreach: The EDCO Environmental Times newsletter for April will focus on opportunities for Imperial Beach residents and businesses to "Reduce, Reuse, and Recycle".
- Imperial Beach Sea Level Rise Study: City of Imperial Beach will be hosting a meeting for the Imperial Beach Sea Level Rise Study on April 12th at the Tijuana Estuary.
- ILACSD 14th Annual Creek to Bay Cleanup: On April 23rd the City sponsors the annual I Love a Clean San Diego Creek to Bay Cleanup as a collaborative watershed activity for the San Diego Bay WQIP. Cleanup sites will be held throughout San Diego including the South Bay area.
- Annual Citywide Garage Sale: On April 30th the City will hold its annual Citywide Garage Sale for residents to sell and exchange used items. The City provides an online map and free advertisement for residents who participate in this one day event.
- The City of Imperial Beach, Port of San Diego, and Rosarito will be having the Fiesta Del Mar event at the Pier Plaza on April 30th.
- Annual Home Front Cleanup & FREE Paper Shredding Event: On May 7th the City and EDCO will hold its annual Home Front Cleanup event at Mar Vista High School from 7:00 a.m. – 2:00 p.m. Residents can drop off any item - except hazardous materials - free of charge. EDCO will provide recycling for green waste, scrap metals, cardboard, mixed recyclables, and electronics.
- Educational information for home energy conservation and used oil recycling will be provided at the IB Community Expo on April 23rd, 12:00 – 4:00 p.m. at the Sports Park Recreation Center.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7690

RESOLUTION NO. 2016-7690

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DECLARING APRIL AS “ENVIRONMENTAL AWARENESS MONTH” IN THE CITY OF IMPERIAL BEACH

WHEREAS, April 22nd is internationally recognized as Earth Day; and

WHEREAS, Earth Day was initiated in 1970 to inspire awareness of and appreciation for the Earth’s environment; and

WHEREAS, the beachfront, Tijuana Estuary, and San Diego Bayfront are important environmental resources to the region and enhance the quality of life for residents and visitors to the City; and

WHEREAS, residents, businesses, government entities, and others can care for the environment by reducing the generation of waste, recycling, minimizing water consumption, lowering energy use, and preventing urban runoff; and

WHEREAS, the City of Imperial beach is required by the State of California to implement proactive programs that reduce the amount of waste sent to landfills, protect water quality of local waterways, and implement energy conservation measures.

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 month of April is declared “Environmental Awareness Month” in the City of Imperial Beach.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 20, 2016
ORIGINATING DEPT.: PUBLIC WORKS *Hok*
SUBJECT: RESOLUTION NO. 2016-7694 ADOPTING AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT WITH
AMEC FOSTER WHEELER

EXECUTIVE SUMMARY:

The City executed a Professional Services Agreement with AMEC Foster Wheeler on June 10, 2015 to develop the San Diego Bay Water Quality Improvement Plan. The City also has a Professional Services Agreement with URS Corporation to develop the Tijuana River Water Quality Improvement Plan. The City is the lead agency under the Storm Water Permit to develop and implement both the San Diego Bay and Tijuana River Water Quality Improvement Plans (WQIP). Both WQIP's have been developed and accepted by the RWQIP. In FY 2017 the copermitttees are to commence implementation of the plans developed. This contract amendment will consolidate the consultant efforts to implement both Water Quality Improvement Plans with AMEC Foster Wheeler.

FISCAL ANALYSIS:

The costs to implement the San Diego Bay and Tijuana River Water Quality Improvement Plans are shared proportionally among the responsible agencies in each watershed management area through a separate Cost Share Agreement. The City's proportional cost share is approximately 2% for San Diego Bay and 14% for Tijuana River. The City also receives a 10% contract management fee from the agencies in the San Diego Bay watershed and a 5% contract management fee from the Tijuana River watershed. The scope of work and budget for FY 2017 is still currently under development within each watershed group.

RECOMMENDATION:

Adopt Resolution 2016-7694 amending the professional services contact with AMEC Foster Wheeler to include implementation of both the San Diego Bay and Tijuana River Water Quality Improvement Plans.

OPTIONS:

- Adopt Resolution 2016-7694 to amend the professional services contact with AMEC Foster Wheeler
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

The City of Imperial Beach serves as the lead agency to implement both the San Diego Bay and Tijuana River Water Quality Improvement Plans. It would be most efficient and effective for the responsible agencies in San Diego Bay and Tijuana River watersheds to consolidate the consultant efforts to implement these plans under one contract. Starting fiscal year 2017, staff recommends AMEC Foster Wheeler to take on the effort to implement both the Tijuana River and San Diego Bay Water Quality Imperilment Plans.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7694
2. Amendment No. 1 to the Agreement for Professional Services with AMEC Foster Wheeler

RESOLUTION NO. 2016-7694

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMEC FOSTER WHEELER

WHEREAS, on June 10, 2015, the City of Imperial Beach through Resolution 2015-7580 executed a Professional Services Agreement with AMEC Foster Wheeler to implement the San Diego Bay Water Quality Improvement Plan; and

WHEREAS, the City is the lead agency responsible to implement both the San Diego Bay and Tijuana River Water Quality Improvement Plans; and

WHEREAS, the City desires to include the implementation of the Tijuana River Water Quality Improvement Plan in the scope of work with the AMEC Foster Wheeler contract; and

WHEREAS, this amendment is authorized in accordance with Section 25 of the Professional Services Agreement; and

WHEREAS, the costs to implement the Water Quality Improvement Plan for the Tijuana River Watershed Management Area will be shared proportionally among the responsible agencies in the watershed through a separate Cost Share Agreement as authorized through Resolution 2015-7612; and

WHEREAS, the Consultant understands that any payment pursuant to the work performed under this Agreement shall only be paid by the City from the available funds contributed by the responsible agencies by each respective watershed management area; and

WHEREAS, the consultant understands that the City will not pay the proportional cost share for the work performed under this Agreement for the other responsible agencies.

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. Amendment No.1 to the Professional Services Agreement with AMEC Foster Wheeler is approved.
3. City Manager is authorized to execute the agreement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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



City of Imperial Beach

**AMENDMENT #1 TO THE AGREEMENT FOR
PROFESSIONAL SERVICES**

FOR CONSULTANT SERVICES FOR

WQIP IMPLEMENTATION FOR THE SAN DIEGO BAY WMA AND TIJUANA RIVER WMA

This Amendment #1 to the Professional Services Agreement, entered into this _____ day of _____, 2016, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and AMEC Foster Wheeler Environment & Infrastructure, Inc. a Nevada corporation, (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, on June 10, 2015, the City of Imperial Beach (CITY) through Resolution 2015-7580 executed a Professional Services Agreement with AMEC Foster Wheeler to implement the San Diego Bay Water Quality Improvement Plan; and

WHEREAS, this amendment is executed in accordance with Section 25 of the agreement; and

WHEREAS, the City desires to include the implementation of the Tijuana River Water Quality Improvement Plan in the scope of work for this contract; and

WHEREAS, the costs to implement the Water Quality Improvement Plan for the Tijuana River Watershed Management Area (WMA) will be shared proportionally among the Responsible Parties (RPs) in the watershed through a separate Cost Share Agreement; and

WHEREAS, the RPs in the Tijuana River WMA include the County of San Diego, City of San Diego, and City of Imperial Beach; and

WHEREAS, the CONSULTANT understands that any payment pursuant to the work performed under this Agreement shall only be paid by the CITY from the available funds contributed by the RPs by each respective watershed management area; and

WHEREAS, the CONSULTANT understands that the CITY will not pay the proportional cost share for the work performed under this Agreement for the other RPs.

NOW, THEREFORE, the PARTIES hereby mutually covenant and agree to the following AMENDMENT to the June 10, 2015 Professional Services Agreement:

Section 2. SCOPE OF SERVICES AND COMPENSATION.

This section of the agreement is amended to add the following terms:

- F. CONSULTANT shall also provide professional services for the implementation of the Tijuana River Water Quality Improvement Plan consistent with the scope of services provided for in Exhibits A and B.

G. CONSULTANT shall also provide professional services in accordance with the scope of work and budget set at the beginning of each fiscal year by the responsible parties from each watershed management area.

Section 4. LENGTH OF CONTRACT.

This section of the agreement is amended to add the following terms:

The contract between CONSULTANT and CITY will last through the completion of the work as set forth in Section 2 above for the duration of the R9-2013-0001 Storm Water Permit term or in accordance with Section 16 below.

All other provisions of the June 20, 2015 Professional Services Agreement remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF IMPERIAL BEACH,
A municipal corporation

AMEC Foster Wheeler Environment &
Infrastructure, Inc. /CONSULTANT

City Manager

Matt Rich

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Public Works Director

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 20, 2016
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: RESOLUTION NO. 2016-7682 FISCAL YEAR 2016 BUDGET AMENDMENT FOR PARKS RESTROOM DESIGN (P15-401)

EXECUTIVE SUMMARY:

On June 15, 2015 Council approved through Resolution 2015-7593 the two-year budget for FY16 and FY17, which included funds for the Parks Restroom Design (P15-401) for FY16 and construction for the replacement of the Sports Park and Veterans Park restrooms in FY17. The City Engineer's proposal for the design on this project exceeds the budgeted amount for FY16. Staff recommends transferring \$75,000 from the budgeted funds for construction in FY17 to the FY16 budget for the completion of the design of the project.

FISCAL ANALYSIS:

The Parks Restroom Design has \$75,000 appropriated from the Parks Major Maintenance CIP fund for FY16. The Parks Restrooms construction is currently budgeted at \$525,000 in FY17 (\$225,000 from Parks Major Maintenance CIP fund and \$300,000 from general fund). In order to complete the project design, staff proposes a budget amendment transferring \$75,000 from the FY17 Parks Major Maintenance CIP budget to the FY16 Parks Restroom design for a total appropriation of \$150,000 to complete the design of the project for FY16.

The new proposed budget is as follows:

FY16 Design

Parks Major Maintenance CIP fund	\$150,000
• NV5 Design Proposal	(\$130,000)
• Construction Support	(\$10,000)
• Staff Cost	(\$10,000)

FY17 Construction

Parks Major Maintenance CIP fund	\$150,000
General Fund	\$300,000

RECOMMENDATION:

Adopt Resolution 2016-7682 and authorize a \$75,000 budget amendment to increase the FY16 budget for the Parks Restroom Design (P15-401) with budgeted funds from FY17 for construction of the project.

OPTIONS:

- Authorize the budget amendment
- Reject budget amendment and direct staff to proceed with the design for only one restroom
- Direct staff to return with further information

BACKGROUND/ANALYSIS:

On June 15, 2015 Council approved through Resolution 2015-7593 the two-year budget for FY16 and FY17. One of the CIP projects identified in this two-year budget was the Parks Restroom Design (P15-401) for FY16, which included the development of design and construction documents to replace the Sports Park and Veterans Park restroom facilities. Both restroom facilities are in need of replacement. A similar and concurrent design of the two restrooms is an effective cost saving measure for the City. In the FY17 budget, council also appropriated funds for the construction of these restroom facilities.

The two-year budget included \$75,000 in FY16 towards the Parks Restroom Design and \$525,000 in FY17 towards the construction of the restroom facilities at Sports Park and Veterans Park. The proposal from the City Engineer for the design and preparation of construction bid documents is more than the budgeted amount for FY16. Sufficient funds are available in the two-year budget for the City to complete the designs on the project if Council supports an amendment to the budget that draws upon the existing construction funds set aside in the FY17 budget. The City Engineer was given a notice to proceed on March 30th to start the design work on this project.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7682

RESOLUTION NO. 2016-7682

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2016 BUDGET AMENDMENT FOR THE PARKS RESTROOM DESIGN (P15-401)

WHEREAS, the restrooms at Sports Park and Veterans Park are in need of replacement; and

WHEREAS, the two-year budget for FY16 and FY17 approved through Resolution 2015-7593 included funds for the Parks Restroom Design (P15-401) for FY16 and funds for the construction and replacement of the Sports Park and Veterans Park restrooms in FY17; and

WHEREAS, the costs to complete the design of the project exceeds the \$75,000 budgeted in FY16; and

WHEREAS, an additional \$75,000 is necessary to complete the Parks Restroom Design for a total design budget of \$150,000 for FY16; and

WHEREAS, funds in FY17 budget for the construction of the Parks Restrooms can be reallocated for the design of the project.

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 Finance Director to make a budget amendment for FY16 in the amount of \$75,000 from the Parks Major Maintenance CIP fund in the FY17 budget to complete the Parks Restroom Design.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 20, 2016
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: RESOLUTION NO. 2016-7696 APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH SPECIAL ASSESSMENT DISTRICT AD-67M

EXECUTIVE SUMMARY:

Assessment District 67 (AD-67M) is a State Route 75 lighting district set up to fund street lighting along State Route 75 within the City of Imperial Beach. Annually the District's parcels' assessments are prepared by an Engineer and are approved by resolution. The attached Resolution No. 2016-7696 will accept the AD-67M Engineer's Report.

FISCAL ANALYSIS:

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

(Cost/effect to budget): Assessed property owners pay approximately 41% of the District costs annually. The remaining 59% is covered by the City's General Fund previously appropriated in the FY 2017 O&M budget.

RECOMMENDATION:

Adopt Resolution No. 2016-7696 accepting the AD 67 Engineer's Report.

OPTIONS:

- Receive and file the report from the City Manager
- Adopt Resolution 2016-7696 assessing the parcels in the District per the Engineer's report.

BACKGROUND/ANALYSIS:

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

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

On March 16, 2016 Council adopted resolution 2016-7677, initiating the proceedings for the

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

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

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7696
2. Engineer's Report – Exhibit A to Resolution No. 2016-7696

RESOLUTION NO. 2016-7696

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE FISCAL YEAR 2017 ANNUAL LEVY OF ASSESSMENTS WITHIN A SPECIAL ASSESSMENT DISTRICT

WHEREAS, the City Council of the City of Imperial Beach, pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highway Code of the State of California, did by Resolution No. 2016-7677, initiate proceedings and ordered the preparation of an Engineer's "Report" for the annual levy of assessments within a special assessment district, said special assessment district known and designated as ASSESSMENT DISTRICT NO. 67-M (hereinafter referred to as the "Assessment District"); and

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

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

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

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

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

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

This "Report" is applicable for the maintenance of improvements within the District for the fiscal year commencing July 1, 2016 and ending June 30, 2017.

DATED: March 1, 2016

NV5

Signature on file

ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA



March 1, 2016

PART I

PLANS AND SPECIFICATIONS

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

IMPROVEMENTS

There are no improvements to be installed under these proceedings.

MAINTENANCE

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

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

PART II
ESTIMATE OF COSTS

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

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

March 1, 2016

PART III

ASSESSMENT DIAGRAM

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

PART IV
ASSESSMENT SCHEDULE

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

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

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

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

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

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

* * *

March 1, 2016

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

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

DATED: March 1, 2016



NV5

Signature on file

ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

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

CITY CLERK
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

SUPERINTENDENT OF STREETS
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" was made on the ____ day of _____, 2016 by the adoption of Resolution No. _____ by the City Council.

CITY CLERK
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

March 1, 2016

ASSESSMENT ENGINEER CERTIFICATE

AGENCY: CITY OF IMPERIAL BEACH

PROJECT: ASSESSMENT DISTRICT NO 67-M

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

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

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

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

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

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

DATED: March, 2016

NV5

Signature on file

ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA



March 1, 2016

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

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

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

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

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

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

28	626-311-01	Pacheco, Alejandra & Esther 760 8th St. Imperial Beach, CA 91932	1205 Palm Ave.
29	626-311-02	Pacheco, Alejandra & Esther 760 8th St. Imperial Beach, CA 91932	1215 Palm Ave.
30	626-311-14	SDCA Investments 1221 Palm Ave. Imperial Beach, CA 91932-1716	1221-1235 Palm Ave.
31	626-311-15	Sukimarket LLC 1239 Palm Ave. Imperial Beach, CA 91932-1716	1237-1239 Palm Ave.
32	626-222-25	Atchley 1992 Trust (05-21-92) C/O Leadingham Realty P.O. Box 1027 Imperial Beach, CA 91933	1058-1064 Palm Ave.
33	626-222-11	Shah Bankim M. & Nita 18038 Chieftan Ct. San Diego, CA 92127	1002-1012 Palm Ave.
34	626-221-11	Trieschman Family B. 08-12-993 C/O Gary Trieschman 672 10th St. Imperial Beach, CA 91932	670-672 10 th Street
35	626-221-12	International Com & Leasing Services LLC 5075 Surf Shoal Pt. San Diego, CA 92154	986 Palm Ave.
36	626-221-20	Darnell III TR 12-23-1985/Barton Mary J. Family TT 06-12-1990 310 B Avenue Coronado, CA 92118	950 Palm Ave.
37	626-212-35	Robinson Jay TR. 2727 Sunset Hills Escondido, CA 92025	940-942 Palm Ave.
38	626-212-32	McGrew Addis A Revocable TR. 09-02-2005 Family Vaughn 01-11-1993 1211 Helix Ave. Chula Vista, CA 91911	932-938 Palm Ave.
39	626-212-36	Union Bank C/O Union Bank P.O. Box 7788 Newport Beach, CA 92658	900 Palm Ave.
40	626-281-01	Northwest Dealerco Holdings LLC 30343 Canwood St, #220 Agoura Hills, CA 91932	907 Palm Ave.

41	626-281-17	Imperial Beach Community Clinic P.O. Box 459 Imperial Beach, CA 91933	949 Palm Ave.
42	626-282-01	OConnor Joseph & Gallo, Michael 951 Palm Ave. Imperial Beach, CA 91932	715 Emory St.
43	626-282-03	Mason, John G. 945 Palm Ave. Imperial Beach, CA 91932-1533	975 Palm Ave.
44	626-282-21	Duran, Rosa C. Living Trust 02-24-2006 859 Carolina St. Imperial Beach, CA 91932	987-989 Palm Ave.
45	626-282-22	IB Public House 2416 San Diego Ave #106A San Diego, CA 92110	995 Palm Ave.
46	626-291-01	Group Eight 3200 Highland Ave. #B4-2 National City, CA 91950	1003 Palm Ave.
47	626-291-15	Atomic Investments, Inc. 3200 Highland Ave. B4-2 National City, CA 91950	1025 Palm Ave.
48	626-291-14	Attisha Enterprises, Inc. 5194 Waring Road San Diego, CA 91932	1085 Palm Ave.
49	626-211-08	Imperial Beach Promenade LLC C/O Property Tax Dept. 401 P.O. Box 4900 Scottsdale, AZ 85261	890 Palm Ave.
50	626-211-07	Imperial Beach Promenade LLC 162 South Rancho Rd. # B85 Encinitas, CA 92024	836-894 Palm Ave.
51	626-211-06	Albertsons LLC; LF Drooz LLC 1701 Kelton Ave. Los Angeles, CA 90024-5507	800 Palm Ave.
52	NOT USED		
53	626-202-19	Castro Ramon & Marian Trust 04-29-1996 4291 Arista St. San Diego, CA 92103	740 Palm Ave.
54	626-201-06	Morgan George Jr. P.O. Box 1285 Spring Valley, CA 91979	720-730 Highway 75
55	626-201-11	Farida Family Trust 06-09-2006 13254 Devon Dr. Jamul, CA 91935	700-710 Highway 75

56	626-250-02	Sawhney, Parmela S. Revocable Trust 10-09-2002 301 Ocean Blvd. Coronado, CA 92118	701-707 Palm Ave.
57	626-250-03	Imperial Beach Redevelopment Agency Successor Agency	735 Palm Ave.
58	626-250-04	Imperial Beach Redevelopment Agency Successor Agency	759 Palm Ave.
59	626-250-05	Imperial Beach Redevelopment Agency Successor Agency	761-775 Palm Ave.
60	626-250-06	Imperial Beach Redevelopment Agency Successor Agency	827 Palm Ave.
61	626-070-59	Arnold, Clifton J. 2624 East 14th St. National City, CA 91950	698 Highway 75
62	626-070-58	Lassman Survivors Trust 03-02-1990 74211 Via Pellestrina Palm Desert, CA 92260	690 Highway 75
63	626-070-33	American Spectrum Dunham Props LLC 19100 Von Karmen Ave. #900 Irvine, CA 92612	Vacant Land
64	625-140-08	American Spectrum Dunham Props LLC 19100 Von Karmen Ave. #900 Irvine, CA 92612	550 Highway 75
65	625-140-20	Smith Bernard Joseph Trust 06-03-04 12307 NE Harmony Way Kingston, WA 98346	500 Highway 75
66	625-140-21	Silver Strand Plaza LLC 24178 Park Riviera Calabasas, CA 91372	Palm Ave. Vacant Commercial
66A	625-140-22	Pacific Bell Wireless LF Silver Strand Plaza LLC	Palm Ave. State Assessed
67	625-140-05	Palm Avenue Properties; Pennell Family Properties (33.34%) 244 Palomar Street #A Chula Vista, CA 91911	650 Palm Ave.
68	625-140-17	Imperial Trailer Park LP 244 Palomar Street #A Chula Vista, CA 91911	674 Palm Ave.
69	626-250-11	Zoura Family Trust 3992 La Cresta Way Bonita, CA 91902	Vacant Commercial
70	626-250-12	Zoura Family Trust 10-08-09 3189 Main St. Chula Vista, CA 91911	681 Highway 75

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



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

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

CITY CLERK OF IMPERIAL BEACH

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

SUPERINTENDENT OF STREETS
CITY OF IMPERIAL BEACH

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

CITY CLERK, CITY OF IMPERIAL BEACH

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

COUNTY RECORDER OF COUNTY OF SAN DIEGO

ENGINEER OF WORK:
NVS
15092 AVE SCIENCE, SUITE 200
San Diego, Ca 92128
(658) 385-0500

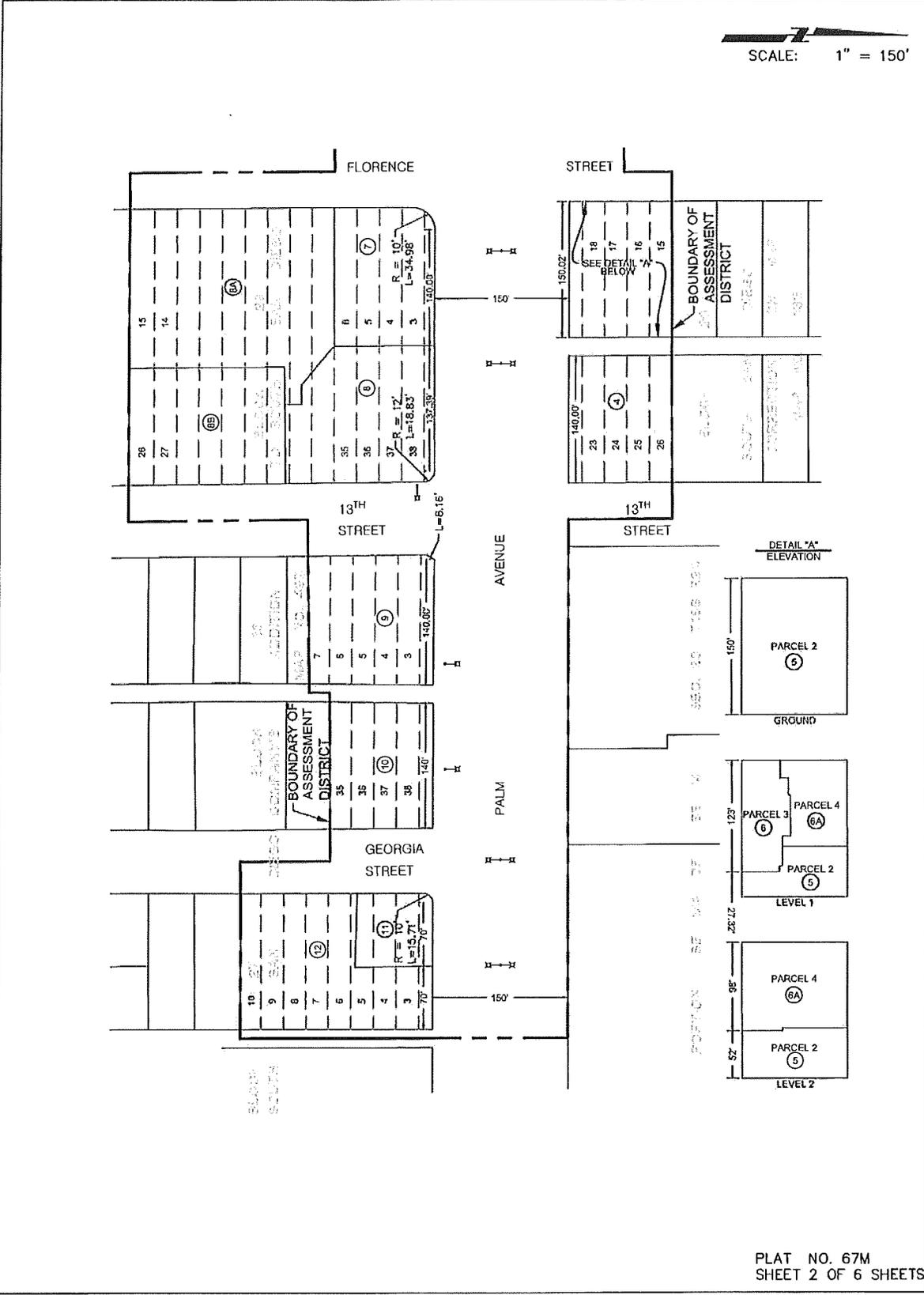
Signature on file

3-1-16 92-13

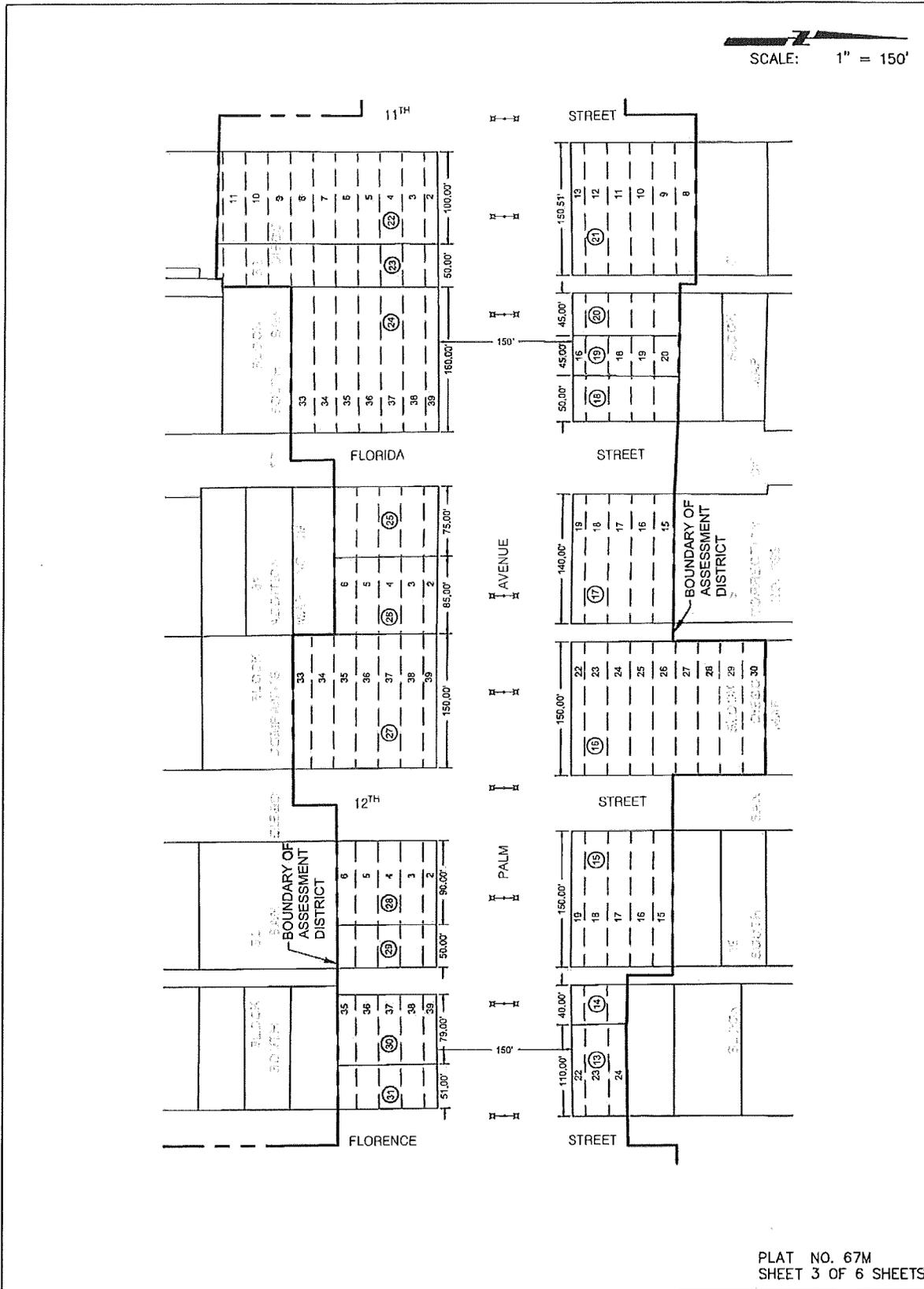
CARMEN C. KASNER R.C.E. 50856 DATE JOB NO.

PLAT NO. 67M
SHEET 1 OF 6 SHEETS

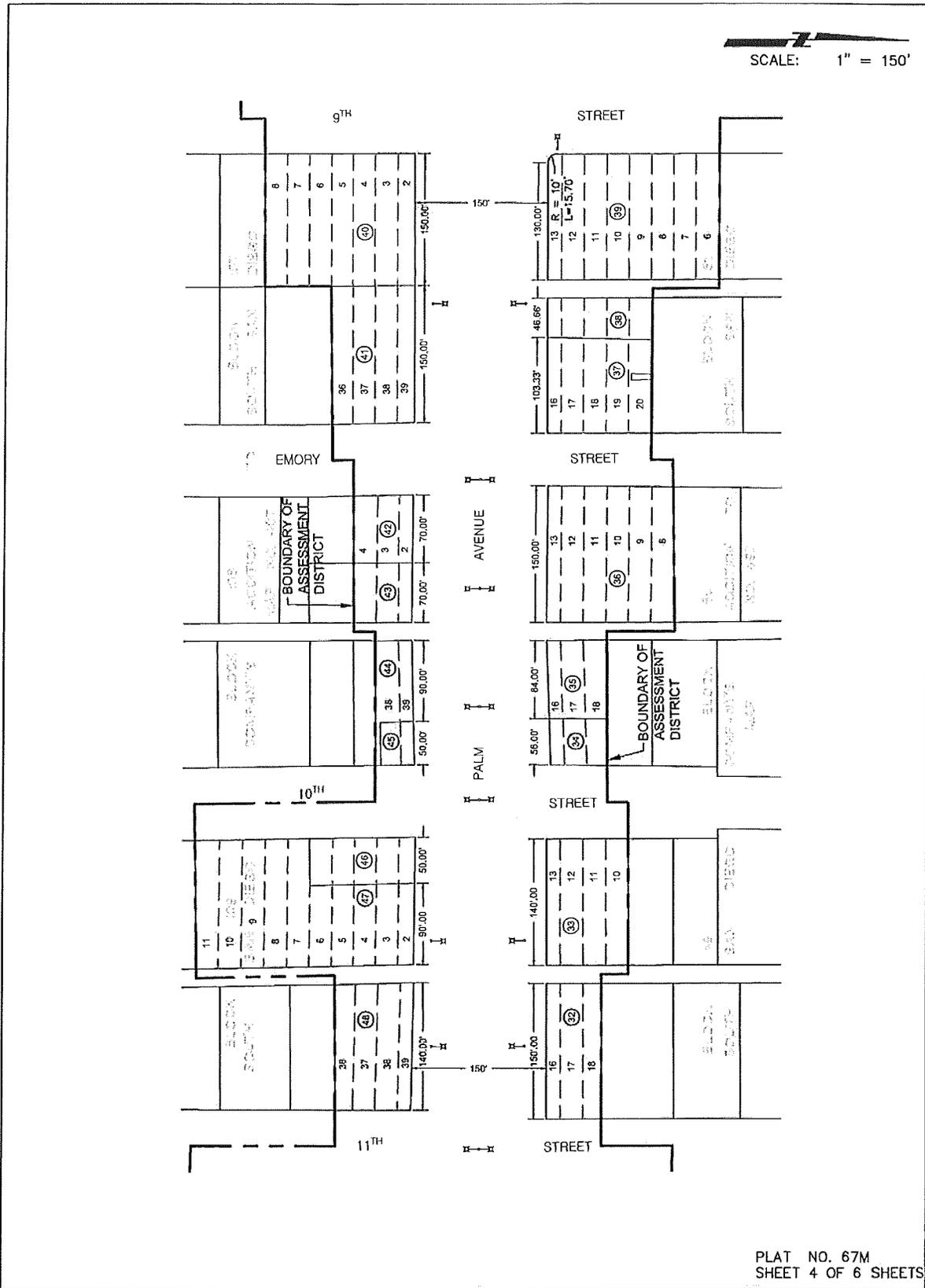
SCALE: 1" = 150'

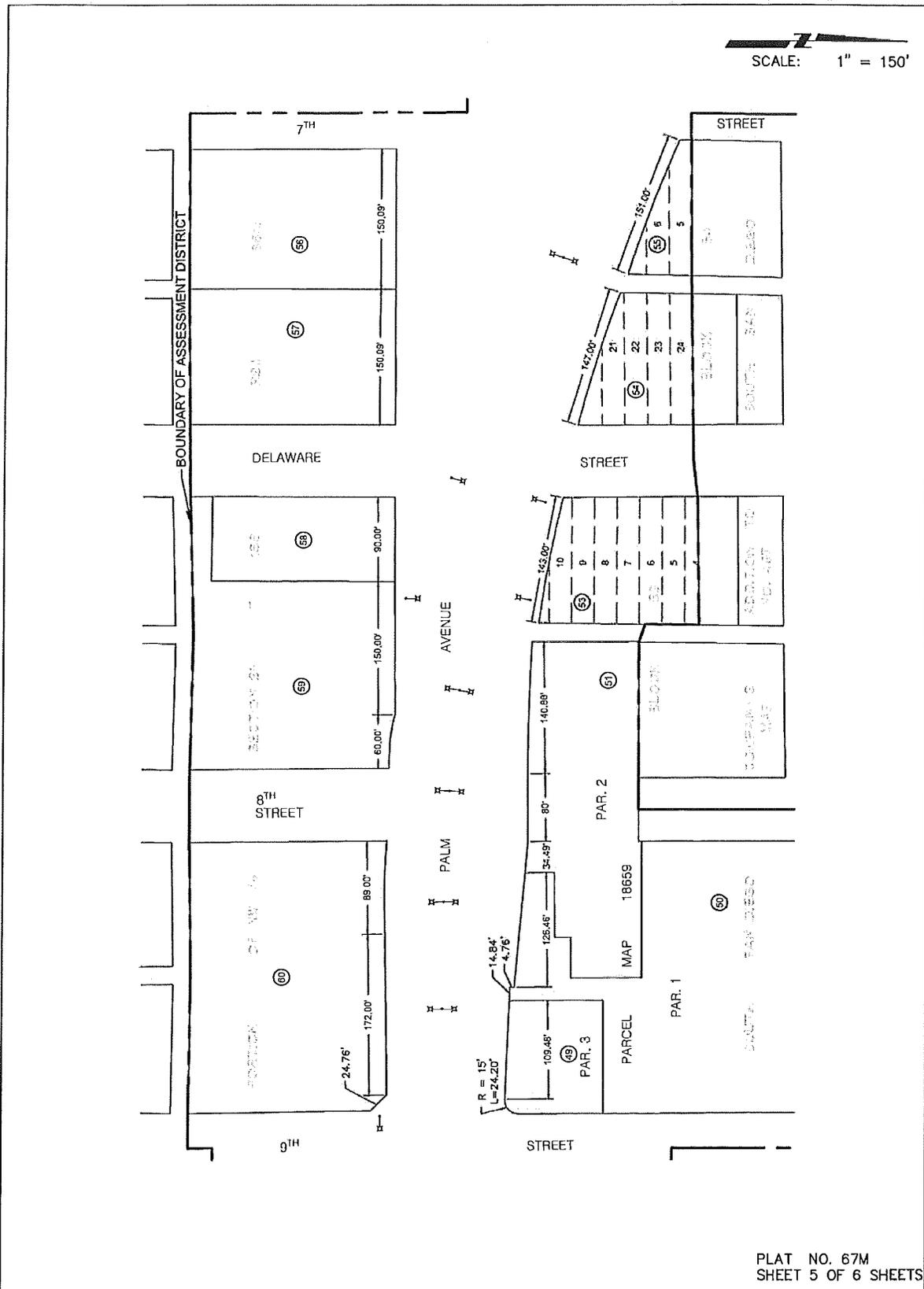


PLAT NO. 67M
SHEET 2 OF 6 SHEETS



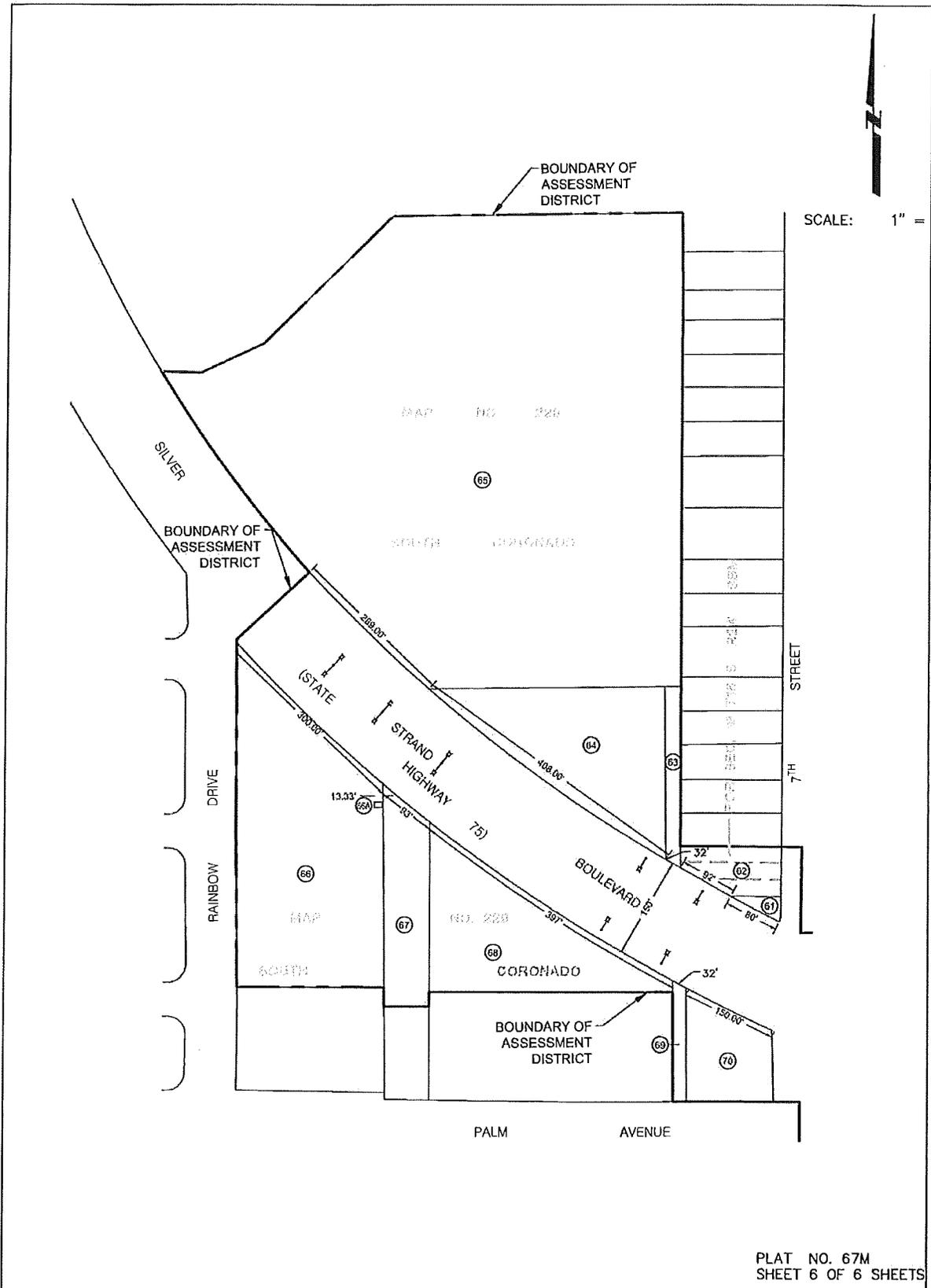
PLAT NO. 67M
SHEET 3 OF 6 SHEETS





SCALE: 1" = 150'

PLAT NO. 67M
SHEET 5 OF 6 SHEETS



PLAT NO. 67M
SHEET 6 OF 6 SHEETS

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 20, 2016

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: RESOLUTION NO. 2016-7697 DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON

EXECUTIVE SUMMARY:

This resolution, Resolution No. 2016-7697, sets the public hearing date, time and place for the adoption of the Lighting and Landscape Assessment District 67 (AD-67M) district parcel assessments for Fiscal Year 2016/2017. The Engineer's Report that proposes the district parcel assessments was approved in City Council by Resolution No. 2016-7696 on April 20, 2016.

FISCAL ANALYSIS:

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

(Cost/effect to budget) Note: *Assessed property owners pay approximately 41% of the District costs annually. The remaining 59% is covered by the City's General Fund previously appropriated in the FY 2017 O&M budget.*

RECOMMENDATION:

Adopt Resolution No. 2016-7697 setting the AD 67M Public Hearing date, time and location as noted in the Analysis section below.

OPTIONS:

- Adopt the attached resolution setting the public hearing date, time and location; or
- Reject the attached resolution setting the public hearing date, time and location thus bypassing the assessment for FY 2016/2017.
- Directing an alternate date, time and/or location for the public hearing.

BACKGROUND/ANALYSIS:

By Resolution 2016-7696, City Council approved the Engineer's "Report" for proceeding forth with the Annual Levy of Assessments for Assessment District 67M. To proceed with the special

assessment district, City Council must make preliminary findings and set a time and place for a public hearing.

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

- Time/date - Wednesday, the 18th of May, 2016 at 6:00 p.m.,
- Location - regular meeting place of the City Council, the Council Chambers, City Hall, City of Imperial Beach, California

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7697

RESOLUTION NO. 2016-7697**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M), AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON**

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

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

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

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

RECITALS

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

DECLARATION OF INTENTION

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

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

BOUNDARIES OF MAINTENANCE DISTRICT

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

REPORT OF ENGINEER

SECTION 4. That the "Report" of the Engineer, as preliminarily approved by this legislative body, is on file with the City Clerk and open for public inspection. Reference is made to said "Report" for a full and detailed description of the improvements to be maintained, the boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District. It is hereby further determined that there are no new and/or increases in any assessments from those as previously authorized and levied.

PUBLIC HEARINGS

SECTION 5. NOTICE IS HEREBY GIVEN THAT ON MAY 18, 2015, AT THE HOUR OF 6:00 P.M. A PUBLIC HEARING WILL BE HELD IN THE REGULAR MEETING PLACE OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, CITY HALL, IMPERIAL BEACH, CA, AT WHICH TIME AND PLACE THE LEGISLATIVE BODY WILL HEAR PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS AND TO ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS OR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET FOR THE PUBLIC HEARING NOTICE.

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

PROCEEDINGS INQUIRIES

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

H.A. (Hank) Levien, Public Works Director
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932
Telephone: (619) 423-3728

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 20, 2016
ORIGINATING DEPT.: MARINE SAFETY DEPARTMENT *DD*
SUBJECT: ADOPTION OF RESOLUTION NUMBER 2016-7693 AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE YMCA OF SAN DIEGO COUNTY PERMITTING STORAGE OF LIFEGUARD TOWERS, A PERSONAL WATERCRAFT AND A SEA/LAND CONTAINER WITH ITS CONTENTS ON THE YMCA CAMP SURF PROPERTY.

EXECUTIVE SUMMARY:

Adopt resolution 2016-7693 authorizing the City Manager to renew an agreement with the YMCA of San Diego County permitting the entry for access and storage of lifeguard towers and equipment on the YMCA Camp Surf premises.

FISCAL ANALYSIS: There is no fiscal impact associated with this action.

RECOMMENDATION:

That the City Council adopt Resolution Number 2016-7693 authorizing the City Manager to renew an agreement with the YMCA of San Diego County permitting storage of lifeguard towers, a personal watercraft and trailer and a Sea/Land Container with its contents on the YMCA Camp Surf Property.

OPTIONS:

- Adopt Resolution Number 2016-7693 authorizing the City Manager to renew an agreement with the YMCA of San Diego County permitting storage of up to seven (7) Lifeguard towers, one (1) personal watercraft and trailer and one (1) Sea/Land Container not exceeding 40 feet in length, along with its contents on the YMCA Camp Surf property.
- Request additional information and an additional report.

BACKGROUND/ANALYSIS:

The City has a longstanding practice of storing lifeguard towers and equipment on the YMCA Camp Surf premises. Several lifeguard towers and other equipment items are stored during the winter months to extend the life expectancy and to protect against more extreme weather and surf conditions if they stayed on the beach.

The City has an ongoing need to store lifeguard equipment in a more protected location during the offseason and the YMCA of San Diego County is amenable to permitting such storage on their property, therefore Public Safety is recommending approval of this agreement.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7693
2. Entry and Storage Permit with the YMCA of San Diego County

RESOLUTION NO. 2016-7693

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE YMCA OF SAN DIEGO COUNTY PERMITTING STORAGE OF LIFEGUARD TOWERS, A PERSONAL WATERCRAFT AND TRAILER, AND A SEA/LAND CONTAINER WITH ITS CONTENTS ON THE YMCA CAMP SURF PROPERTY

WHEREAS, The City of Imperial Beach has a need to store lifeguard equipment including seven towers, a personal watercraft and trailer, and a sea/land container with its contents away from the harsh beach environment during the offseason; and

WHEREAS, the YMCA Camp Surf Property provides a more sheltered environment that is still near the beach, and is amenable to the storage of said items on their property; and

WHEREAS, the City desires to continue storage of these items on the YMCA Camp Surf Property; and

WHEREAS, the YMCA of San Diego County has agreed to continue this arrangement.

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

1. Authorize the City Manager to renew an agreement with the YMCA of San Diego County to permit storage of said items on the YMCA Camp Surf Property.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

ENTRY AND STORAGE PERMIT

This ENTRY AND STORAGE PERMIT (“Storage Permit”) is made and effective as of July 1, 2016, by and between the YMCA of San Diego County, a California corporation (“YMCA”), and the City of Imperial Beach, a municipal corporation (“City”).

RECITALS

A. The YMCA is the occupant of that certain improved real property located at 560 Silver Strand Boulevard, Imperial Beach, California, commonly known as YMCA Camp Surf (“Property”). The YMCA occupies the Property pursuant to a Government Lease dated September 17, 1998 between the YMCA, as lessee, and the United States of America, Department of the Navy (“United States Navy”), as lessor (“Government Lease”).

B. The City desires to store and periodically access certain items of personal property, as more particularly described below, on the Property.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant, declare and agree as follows:

AGREEMENT

1. Permit to Enter Upon Property. Subject to the terms and conditions hereof, the YMCA hereby grants the City the nonexclusive permission to enter upon the Property to temporarily store and periodically access the below-described items of personal property (“Permitted Activities”). Only the City and its designated representatives and employees shall be permitted to enter the Property to conduct the Permitted Activities. The City’s undertaking of the Permitted Activities shall be subject to and strictly governed by the terms of this Storage Permit. All Permitted Activities shall be undertaken at the City’s sole cost and expense.

2. License Fee. No license fee is due from the City under this Storage Permit.

3. Term. Unless sooner terminated under the provisions of paragraph 13 herein, this Storage Permit shall remain in effect through and including December 31, 2017.

4. Items Permitted to be Stored. The City may store the following items of personal property on the Property: (i) up to seven (7) standard-sized fiberglass lifeguard towers; (ii) one personal watercraft and vehicular trailer for such watercraft; and (iii) one Sea/Land container not exceeding 40 feet in length, along with its contents. The City may not store on the Property any item not identified in this paragraph.

5. Stored Items to be in Good Repair. Each item stored on the Property shall be functional and in a good state of repair throughout the duration of storage. If the YMCA deems, in its sole and absolute discretion, that any item stored or proposed to be stored is not in good repair or otherwise unreasonably visually impairs the Property, the YMCA may refuse to allow the City to store the item or demand that the City remove, repair, or cover the item, as applicable. The City will

comply with any demand to remove, repair, or cover an item within seven (7) calendar days of receipt of written notice of such demand.

6. Placement and Relocation of Stored Items. The City will place each item to be stored on the Property in such location and in such a manner as directed by the YMCA, in the YMCA's sole and absolute discretion. The City acknowledges that the YMCA may elect not to have all items placed together in a single location on the Property. From time to time the YMCA may deem the relocation of one or more stored items necessary or desirable to facilitate operations, fulfill obligations under the Government Lease, or for other reasons. In such event, the YMCA shall make written demand on the City for relocation, and the City shall relocate all specified items as demanded within seven (7) calendar days of receipt of such demand. Relocation of any stored item shall be at the City's sole cost and expense.

7. City Access to Stored Items. Concurrent with execution of this Storage Permit, the City will provide the YMCA with a written schedule identifying the date(s) and time(s) the City expects to enter the Property to access stored items. Entry shall only occur between 7:00 a.m. and sunset. The written schedule shall also identify by name and position all individuals, and by make, model and year, all vehicles, that the City anticipates will enter the Property under this Storage Permit. The City shall only enter the Property in accordance with the written schedule. Notwithstanding the foregoing, the City may access stored property on dates and at times, and with individuals and vehicles, different than those identified in the written schedule on twenty-four (24) hours advance notice to the YMCA by e-mail **and** telephone call to Zayanne Thompson at e-mail address zgardner@ymca.org and telephone number (619) 423-5850. In addition, in the event of a situation that the City reasonably and in good faith believes is an emergency, City emergency responders may enter the Property immediately without advance notice, provided that the City thereafter provides notice of such entry to the YMCA as promptly as reasonably practicable.

8. Assumption of Risk by City. The City undertakes the Permitted Activities at its own risk. Neither the YMCA nor the United States Navy shall be responsible for loss or theft of, or damage to, any item stored or transported by the City on the Property.

9. Responsibilities of City. In undertaking the Permitted Activities, the City and its representatives and employees shall comply with all applicable laws, ordinances, rules and regulations. The City shall perform all Permitted Activities in a safe and professional manner that does not interfere with the YMCA's activities on the Property, and shall cooperate and coordinate its activities with those of the YMCA. The City acknowledges that the Property is operated by the YMCA primarily as an overnight camp for children, and that the security of the Property and safety and privacy of its guests are of paramount importance. The City agrees that in performing the Permitted Activities it will exercise the elevated level of attention and care required by the nature of the YMCA's use of the Property. The City shall obtain, at its sole cost and expense, all governmental permits and authorizations of whatever nature, if any, required for the Permitted Activities. The City shall not store or bring any hazardous, toxic or contaminated materials or substances onto the Property, and shall not commit any nuisance or waste on the Property. The City shall not create any dangerous or hazardous condition on the Property or allow any such condition created by it to continue. The City shall ensure that no fires are lighted on the Property and that no firearms, intoxicating liquor, or illegal drugs are carried onto the Property by any persons entering the Property pursuant hereto. Persons entering the Property shall remain thereon only as long as

reasonably necessary to accomplish the Permitted Activities, and shall not loiter. The City shall carefully secure all stored items. All persons entering the Property pursuant hereto shall comply with any and all instructions and directions of the authorized agents of the YMCA, including with respect to paths of ingress to and egress from any stored property. The City shall be responsible for any damage it causes to the Property during the term of this Storage Permit. Upon termination of this Storage Permit, the City shall immediately remove from the Property all of the City's personal property and shall restore the Property to the condition that existed prior to the City's entry thereon.

10. No Liability. Neither the YMCA nor the United States Navy shall be liable for any loss, damage or injury of any kind or character to any person, property or the Property arising from any use of the Property or any act or omission by the City under this Storage Permit, or any of the City's agents, employees, contractors, subcontractors, licensees or invitees, or by or from any accident on the Property or any fire or other casualty thereon, or occasioned by the failure of the City to maintain the Property in a safe condition.

11. Indemnification. The City shall indemnify, protect, defend (with legal counsel reasonably acceptable to the YMCA and the United States Navy) and hold the YMCA and its employees, staff, members, managers, officers, directors, affiliates, agents and representatives and their successors and assigns (collectively, "YMCA Indemnities"), and the United States Navy, and its employees, agents and representatives (collectively, "Navy Indemnities") harmless from any and all claims, actions, costs, expenses, damages and liabilities arising out of or related to the activities of the City, its representatives, agents, and independent contractors, or anyone acting pursuant to authorization from the City, in relation to the Permitted Activities or the Property, including, but not limited to, damage caused by the City's introduction of hazardous materials onto the Property, any loss, damage, death or injury to property or any person, and from all costs and expenses, including attorneys' fees and costs, arising therefrom or incurred by the YMCA and/or the United States Navy in connection with the enforcement of this indemnification provision. The City's covenants in this paragraph shall survive the termination of this Storage Permit and shall be binding on the City until an action against any of the YMCA Indemnities and/or Navy Indemnities is absolutely barred by applicable statute(s) of limitations. The City's obligations to defend and indemnify the YMCA Indemnities and Navy Indemnities will be triggered by the mere assertion of a claim against any of the YMCA Indemnities and/or Navy Indemnities, as applicable, without regard to the merit of such claim and whether or not the claim arose from the negligence or other fault of the City.

12. Insurance.

12.1 Form of Policies Required. The City shall, at all times after commencement of the term of this Storage Permit, maintain at its expense, with companies acceptable to the YMCA, commercial general liability insurance on an occurrence form (not claims made or modified occurrence form) with limits of not less than Ten Million Dollars (\$10,000,000) combined single limit bodily injury, death and property damage per occurrence and business automobile coverage with limits of at least Two Million Dollars (\$2,000,000) per occurrence. Such limits may be maintained in any combination of primary or excess general liability policies. The City shall ensure that such policies of insurance shall name the YMCA and the United States Navy as additional insured and shall state that such policy is primary, excess and non-contributing with any other insurance carried by the YMCA or the United States Navy. Such policy shall contain a provision that the naming of an additional insured shall not negate any right the additional insured would have

had as claimant under the policy if not so named, and severability of interest and cross liability clauses.

12.2 General Insurance Provisions.

12.2.1 Any policies or certificates of insurance required under the provisions of this paragraph 12 must contain an endorsement or provision that not less than thirty (30) days' prior written notice be given to the YMCA prior to cancellation or reduction of coverage or amount of such policy.

12.2.2 A certificate issued by the insurance carrier of each policy of insurance required to be maintained by the City together with a certified copy of all required endorsements shall be delivered to the YMCA prior to the City being given the right to enter upon the Property for any purpose. Each such certificate of insurance shall contain provisions stating the limits, coverage and other provisions required by this paragraph 12. A renewal certificate for each of the policies required in this paragraph 12 shall be delivered to the YMCA not less than thirty (30) days prior to the expiration date of the term of such policy.

12.2.3 Any policies required by provisions of this paragraph 12 may be made a part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required herein and does not reduce the coverage or impair the rights of the YMCA or the United States Navy, or negate the requirements of this Storage Permit, and includes a "per project, per location" endorsement.

13. Termination.

13.1 The YMCA may terminate this Storage Permit at any time, in its sole and absolute discretion, with or without cause, effective thirty (30) days after delivery of written notice of termination by the YMCA to the City. In addition, if the City breaches any of its obligations under this Storage Permit, the YMCA shall have the right to terminate this Storage Permit by written notice to the City, except that no notice shall be required if the YMCA determines that such breach may cause injury to persons or property. The City acknowledges and agrees that its rights under this Storage Permit are subject and subordinate to, and limited by, the terms of the Government Lease, and upon any claim by the United States Navy, or determination by the YMCA, that the Storage Permit or the City's activities thereunder constitute a violation of or are otherwise inconsistent with or unacceptable under the Government Lease, the YMCA may terminate this Storage Permit immediately. If the rights granted the City hereunder are terminated for any reason, the City shall vacate the Property and restore the Property to its former condition within ten (10) calendar days of the date of termination of this Storage Permit. If the City fails to vacate and restore the Property by that time, the YMCA may vacate and restore the Property at the City's expense.

13.2 The City acknowledges and agrees that this Storage Permit constitutes a revocable license which may be terminated by the YMCA at any time, with or without cause. The City further acknowledges and understands that the City has no rights of occupancy or possession of the Property, or any portion thereof, by virtue of this Storage Permit.

14. Notice. Any notice to be given or other document to be delivered by any party to the other under this Storage Permit may be delivered as follows:

To the YMCA:

YMCA Overnight Camps
Attn: Executive Director
P.O. Box 2440
Julian, CA 92036

With a copy to:

YMCA Overnight Camps
Attn: Camp Surf Director
560 Silver Strand Blvd.
Imperial Beach, CA 91932

To the City:

||City to identify designee||

Any party may, from time to time, by written notice to the other, designate a different address for service of notice, which shall be substituted for the one above specified. Unless otherwise specifically provided in this Storage Permit, all notices, demands, or other communications shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery to an officer of any party, or (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after timely deposit with Federal Express or other equivalent overnight delivery system, or (iv) if sent by facsimile, upon confirmation if sent before 5:00 p.m. on a business day provided that notice is also sent on the same or next business day by one of the other methods described above.

15. No Assignment. This Storage Permit cannot be transferred or assigned, voluntarily or by operation of law, and any purported transfer or assignment of this Storage Permit shall be null and void.

16. Entire Agreement. This Storage Permit constitutes the complete and 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 Storage Permit shall be binding unless in writing and executed by the parties hereto.

17. Governing Law. This Storage Permit shall be construed in accordance with, and governed by, the laws of the State of California. This Storage Permit shall be deemed made and entered into in the County of San Diego.

18. No Waiver. No waiver by the YMCA of a breach by the City of any of the terms, covenants or conditions of this Storage Permit 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.

19. Severability. If any phrase, clause, sentence, paragraph, section, article or other portion of this Storage Permit shall become or is held to be illegal, null or void or against public policy, the remaining portions of this Storage Permit shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

20. Counterparts. This Storage Permit may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

21. Authority. Each individual executing this Storage Permit directly and expressly warrants that he or she has been given and has received and accepted authority to so sign and execute the Storage Permit on behalf of the party for whom it is indicated he or she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein.

22. Survival. Each of the covenants and obligations herein shall survive termination of this Storage Permit.

IN WITNESS WHEREOF, the parties have executed this Storage Permit as of the date first written above.

YMCA OF SAN DIEGO COUNTY,
a California corporation

CITY OF IMPERIAL BEACH,
a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 20, 2016 *RS*

ORIGINATING DEPT.: MARINE SAFETY DEPARTMENT

SUBJECT: ADOPTION OF RESOLUTION NUMBER 2016-7692 AUTHORIZING THE CITY MANAGER TO RENEW A LICENSE AGREEMENT WITH THE YMCA OF SAN DIEGO COUNTY PERMITTING PLACEMENT OF A LIFEGUARD TOWER ON THE SOUTHWEST CORNER OF THE YMCA CAMP SURF PROPERTY FOR OCEAN SAFETY OPERATIONS ON THE NORTHERNMOST PORTION OF THE IMPERIAL BEACH SHORELINE.

EXECUTIVE SUMMARY:

During the beach season, from May through October, the beach is fully staffed by Lifeguards, and all lifeguard towers are strategically placed for the best possible visibility and access to the shoreline for protection of visitors to the beach. The City of Imperial Beach, the YMCA of San Diego County and the Navy all agree that placing a tower on the southwest corner of the YMCA Camp Surf property, adjacent to the Carnation Avenue street-end, would provide a preferable vantage point for lifeguard coverage at the northern end of the Imperial Beach shoreline. This action authorizes the City Manager to renew an agreement with the YMCA of San Diego permitting such tower placement.

FISCAL ANALYSIS: There is no fiscal impact associated with this action.

RECOMMENDATION:

That the City Council adopt Resolution Number 2016-7692 authorizing the City Manager to renew a License Agreement with the YMCA of San Diego County permitting placement of a lifeguard tower on the southwest corner of YMCA Camp Surf for ocean safety operations on the northernmost portion of the Imperial Beach shoreline.

OPTIONS:

- Adopt Resolution 2016-7692
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

The Navy, the YMCA of San Diego County and the City of Imperial Beach have had an ongoing arrangement for placement of a lifeguard tower on the southwest corner of the YMCA Camp Surf

property for ocean safety operations in the area.

As all of the parties agree that this arrangement should continue, and that it provides the best vantage point and position for timely safety actions, the Public Safety Department is recommending renewal of this agreement.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7692
2. License Agreement with the YMCA of San Diego County

RESOLUTION NO. 2016-7692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RENEW A LICENSE AGREEMENT WITH THE YMCA OF SAN DIEGO COUNTY PERMITTING PLACEMENT OF A LIFEGUARD TOWER ON THE SOUTHWEST CORNER OF THE YMCA CAMP SURF PROPERTY FOR OCEAN SAFETY OPERATIONS ON THE NORTHERNMOST PORTION OF THE IMPERIAL BEACH SHORELINE

WHEREAS, the Lifeguard service utilizes several lifeguard towers during the summer months when the beach is fully staffed; and

WHEREAS, there is a need for Lifeguard tower placement at the northern end of the Imperial Beach shoreline; and

WHEREAS, there exists an already prepared and portion of land at the southwestern corner of the Navy property leased by the YMCA for Camp Surf currently utilized for placement of a lifeguard tower ; and

WHEREAS, the City of Imperial Beach, the YMCA Camp Surf, and the Navy all agree that placement of a tower on said area of Camp Surf is a preferred location for observation and safe long-term placement of such a tower and Lifeguard storage containers.

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

1. Authorize the City Manager to renew the License to Use Property with the YMCA of San Diego County permitting placement of a Lifeguard tower on the southwest corner of the Navy property currently leased to YMCA Camp Surf at the end of Carnation Avenue.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 7, 2016

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

Re: License to Use Property

Dear Mr. Hall,

This letter constitutes a non-exclusive license from the **YMCA of San Diego County**, on behalf of YMCA Camp Surf, to the **City of Imperial Beach** permitting temporary and limited use that portion of the south west corner of the YMCA Camp Surf, located at 560 Silver Strand Boulevard, Imperial Beach, California, as shown on the attached map. This license is solely for staging, storage, and operation of a lifeguard tower, and for no other purpose. This license shall be in effect from July 1, 2016 through and including December 31, 2017, at which time this license and the City's use of the property shall cease. There shall be no fee or cost for this permitted use. However, this permitted use is subject and subordinate to Government Lease, dated September 17, 1998, by and between the YMCA of San Diego County and the United States of America (Department of the Navy).

This license to use the property is specific to the City and is not transferable or assignable, in whole or in part, to any other person or entity. The City shall leave the property in a clean and orderly condition, and restored it to its original condition should any alterations or changes occur during the time of use. The City shall not bring or allow to be brought any materials or substances onto the property that are considered hazardous in any manner (under any governmental rule or guideline), nor shall the City allow any open fires, consumption of alcohol or smoking on the property.

The **City of Imperial Beach** shall defend, indemnify and hold the **YMCA of San Diego County**, its directors and officers, employees, agents and members, harmless from and against any and all liabilities, damages, claims or costs that may arise, directly or indirectly, in any manner pertaining to this licensed use of the property.

YMCA Camp Surf
560 Silver Strand Boulevard
Imperial Beach, CA 91932 www.camp.ymca.org
Phone 619.423.5850 Fax 619.423.4141

YMCA CAMP MARSTON

PO Box 2440
Julian CA 92036
P 760 765 0642 F 760 765 0183

YMCA RAIN TREE RANCH

PO Box 2440
Julian CA 92036
P 760 765 0642 F 760 765 0183

YMCA CAMP SURF

560 Silver Strand Blvd.
Imperial Beach CA 91932
P 619 423 5850 F 619 423 4141



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

On or before the first day of permitted use, the **City of Imperial Beach** shall deliver a certificate of Commercial General Liability Insurance in the amount of at least Ten Million Dollars combined single limit for bodily injury and property damage, naming the **YMCA of San Diego County** and the **United States of America (Department of the Navy)** as additional insured, which insurance shall be primary and noncontributing with any other insurance in effect for the YMCA of San Diego County or the United States of America (Department of the Navy).

The YMCA reserves the right to terminate this license at any time for good cause, without notice and without any further obligation. This letter contains the entire agreement between the YMCA and the City, which supersedes any other communications or understandings.

Please sign this letter where indicated below and return it to us at your earliest convenience.

We look forward to our continued partnership with the City of Imperial Beach, and the improved safety that this additional Lifeguard Tower provides,

Tom Madeyski
Executive Director/VP
YMCA of San Diego, Overnight Camping

The **City of Imperial Beach** agrees to the terms and conditions of this license as set forth above.

Dated:

By: _____

(signature)

Its: _____

(title)

YMCA CAMP MARSTON

PO Box 2440
Julian CA 92036
P 760 765 0642 F 760 765 0183

YMCA RAIN TREE RANCH

PO Box 2440
Julian CA 92036
P 760 765 0642 F 760 765 0183

YMCA CAMP SURF

560 Silver Strand Blvd.
Imperial Beach CA 91932
P 619 423 5850 F 619 423 4141

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 20, 2016
ORIGINATING DEPT.: PUBLIC WORKS *Had*
SUBJECT: RESOLUTION NO. 2016-7691 AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

EXECUTIVE SUMMARY:

The City of Imperial Beach is eligible to receive funds from the California Department of Resources Recycling and Recovery (CalRecycle). The City has received Payment Program funds from CalRecycle in the past for their City/County Payment Program under the Beverage Container Recycling funds. CalRecycle recently updated their funding application process and the City must now authorize new funding requests through resolution. The attached resolution authorizes the City to apply for Program Payment funds from CalRecycle as they become available.

FISCAL ANALYSIS:

The City of Imperial Beach Environmental Division received \$7,294 last year from CalRecycle to for programs regarding beverage container recycling and litter abatement. Similar funding is anticipated to be made available this year.

RECOMMENDATION:

Adopt Resolution 2016-7691

OPTIONS:

- Authorize the resolution
- Direct staff to return with further information

BACKGROUND/ANALYSIS:

Incorporated cities and counties in California are eligible to receive program funding from CalRecycle to support solid waste, recycling, and conservation efforts. One eligible program is the City/County Payment Program, which will be used to support public education and outreach, promote beverage container recycling, litter prevention and cleanup, and support AB 341 (Mandatory Commercial Recycling) requirements in the City. This resolution will allow the City to continue participating in the City/County Payment Program and other funding programs as they become available from CalRecycle.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7691

RESOLUTION NO. 2016-7691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

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 of Imperial Beach is authorized to submit an application to CalRecycle for any and all payment programs offered.
3. The City Manager or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.
4. That this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

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AGENDA ITEM NO. 2.14

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT *SD*

MEETING DATE: APRIL 20, 2016

SUBJECT: CONSENT AGENDA: ADOPTION OF RESOLUTION NO. 2016-7689 AWARDED CONTRACT TO PDC FOR THE 100% CONSTRUCTION DRAWINGS FOR PALM AVENUE/ SR 75 COMMERCIAL CORRIDOR STREETScape PLAN (MF 1171)

EXECUTIVE SUMMARY:

Staff is recommending adoption of Resolution No. 2016-7689 that awards the contract to prepare 100% West Sector plans for the Palm Avenue/SR 75 Streetscape project to Project Design Consultants (PDC).

FISCAL ANALYSIS: The cost to produce the 100% construction drawings for the west sector of the Palm Avenue/SR 75 Commercial Corridor Streetscape project is estimated to be \$500,000 of which \$400,000 will be funded by the San Diego Association of Government's (SANDAG's) Smart Growth Incentive Program (SGIP) grant and \$100,000 of the work will be funded by the City's Strategic Capital Reserves to which the City had committed as matching funds. For the next fiscal year 2016-2017, a budget adjustment will be needed to the Strategic Capital Reserves in the amount of an additional \$13,000 to \$15,000 to account for plan check expenses by our City Engineer (NV5) and staff administrative expenses.

DEPARTMENT RECOMMENDATION:

That the City Council:

1. Adopt Resolution No. 2016-7689 that awards the contract to PDC to prepare 100% West Sector plans for the Palm Avenue/SR 75 Streetscape project and authorizes the City Manager to execute the agreement.

RATIONALE:

This project will be a part of the implementation phase of the Palm Avenue/SR 75 Streetscape project that was approved by the City Council on February 17, 2016.

OPTIONS:

- Option 1: Adopt Resolution No. 2016-7689 that approves the contract with PDC.
- Option 2: Do not adopt Resolution No. 2016-7689 and provide further direction to city staff.

BACKGROUND:

On February 17, 2016, the City Council approved the 30% plans for the Palm Avenue/SR 75 Commercial Corridor Streetscape project along with the Mitigated Negative Declaration. The project was funded by a San Diego Association of Governments (SANDAG) Smart Growth Incentive Program (SGIP) Planning Grant in the amount of \$400,000 that was completed by Project Design Consultants (PDC) in January of 2016.

On July 24, 2015, the SANDAG Board of Directors approved 17 projects to receive a total of \$12 million in funds under the Cycle 3 *TransNet* Smart Growth Incentive Program (SGIP); and the City was awarded a \$400,000 SGIP grant to prepare the 100% construction plans for the West Sector of the Palm Avenue/SR 75 Commercial/Mixed-Use Corridor Project. \$100,000 of the City's Strategic Capital Reserves was committed as matching funds. Since this 100% construction plan project was a continuation of the previous 30% plan project, SANDAG did not require another RFP to be issued. This SANDAG grant will expire on May 26, 2018.

PROJECT EVALUATION:

The 100% plans will be a continuation of the 30% plans prepared by PDC and will need to be in substantial conformance with the 30% plans that were approved by the City Council as stipulated in Resolution No. 2016-7664. The contract between the consultant and the City will need to be in substantial conformance with the City's contract with SANDAG.

While the topic of relinquishment has not been fully vetted by the City, this section of the highway is the least constrained relative to right-of-way. So, if the City determined that relinquishment was not the direction it wanted to pursue, the 100% construction drawings could be modified to comply with Caltrans standards and possibly meet Caltrans standards through their ever evolving mission of providing a safe, sustainable, integrated and efficient transportation system.

ENVIRONMENTAL DETERMINATION:

This project would be deemed to be a ministerial permit that would be statutorily exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines § 15282. The discretionary permits were evaluated for environmental impacts per the Mitigated Negative Declaration (SCH# 2015041055) that was approved by the City Council on February 17, 2016.

COASTAL DEVELOPMENT PERMIT JURISDICTION DETERMINATION:

A portion of the west sector is in the appeal jurisdiction and in the original jurisdiction of the Coastal Commission. The City will need to ask the Coastal Commission to process the coastal development permit (CDP) for this project as a consolidated permit (per Coastal Act Section

30601.3).

FISCAL IMPACT:

The cost to produce the 100% construction drawings for the west sector of the Palm Avenue/SR 75 Commercial Corridor Streetscape project is estimated to be \$500,000 of which \$400,000 will be funded by SANDAG's SGIP grant and \$100,000 of the work will be funded by the City's Strategic Capital Reserves to which the City had committed as matching funds. For the next fiscal year 2016-2017, a budget adjustment will be needed to the Strategic Capital Reserves in the amount of an additional \$13,000 to \$15,000 to account for plan check expenses by our City Engineer (NV5) and staff administrative expenses.

Attachments:

1. Resolution No. 2016-7689
 2. PDC contract for 100% construction plans for the West Sector of the Palm Avenue/SR 75 Commercial/Mixed-Use Corridor Project
 3. SANDAG SGIP grant contract with the City
- c: file MF 1171
- Greg Shields, PE, CEO, Project Design Consultants, 701 B Street, Suite 800, San Diego, CA 92101 greg@projectdesign.com
- Arnold Torma, KOA, 5095 Murphy Canyon Rd., Suite 330, San Diego, CA 92123 jatorma@koacorporation.com
- Carolina Ilic, AICP, Senior Regional Planner, SANDAG, 401 B Street, Suite 800, San Diego, CA 92101 Carolina.Ilic@sandag.org
- Diana Lilly, Coastal Planner, CA Coastal Commission - San Diego District, 7575 Metropolitan Drive, Suite 103, San Diego, CA 92108-4402 Diana.Lilly@coastal.ca.gov
- Jacob Armstrong, Chief Development Review Branch, District 11 Planning Dept., CA Dept. of Transportation, 4050 Taylor Street MS-240, San Diego, CA 92110 jacob_armstrong@dot.ca.gov
- Carmen Kasner, PE, Regional Chief Executive NV5, City Engineer, 15092 Avenue of Science, Suite 200, San Diego, CA 92128 Carmen.Kasner@nv5.com

RESOLUTION NO. 2016-7689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PROJECT DESIGN CONSULTANTS (PDC) AS PRIME CONSULTANT FOR THE SANDAG SMART GROWTH INCENTIVE PROGRAM GRANT-FUNDED 100% WEST SECTOR PLANS FOR THE PALM AVENUE MIXED USE AND COMMERCIAL CORRIDOR PROJECT

WHEREAS, on July 24, 2015, the SANDAG Board of Directors approved 17 projects to receive a total of \$12 million in funds under the Cycle 3 *TransNet* Smart Growth Incentive Program (SGIP); and

WHEREAS, the City was awarded a \$400,000 SGIP grant from SANDAG to prepare the 100% construction plans for the West Sector Palm Avenue/SR 75 Commercial/Mixed-Use Corridor Project; and

WHEREAS, the City committed \$100,000 from its Strategic Capital Reserves as matching funds for the grant; and

WHEREAS, the project would be statutorily exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines § 15282 and the discretionary permits were evaluated for environmental impacts per the Mitigated Negative Declaration (SCH# 2015041055) that was approved by the City Council on February 17, 2016; and

WHEREAS, the City desires to enter into a Professional Services Agreement with Project Design Consultants (PDC) to carry out the project; and

WHEREAS, PDC is a Project Management, Civil Engineering, Surveying and Planning firm and has represented that the firm possesses the necessary qualifications to provide such services.

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

1. That the foregoing recitals are true and correct.
2. That the City Manager or designee is authorized to execute for and on behalf of the City a professional services agreement with Project Design Consultants for Consulting Services for the 100% plans for the Palm Avenue Mixed Use and Commercial Corridor Project, under the terms and conditions set forth in the Agreement.
3. That the amount of the agreement shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April, 2016, by the following roll call vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR ENGINEERING AND CONSULTANT SERVICES TO PROVIDE 100% CONSTRUCTION
PLANS FOR THE WEST SECTOR OF THE PALM AVENUE/SR 75 COMMERCIAL/MIXED-
USE CORRIDOR PROJECT**

This Agreement, entered into this ____ day of _____, 2016, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and Project Design Consultants or PDC (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, on July 24, 2015, the SANDAG Board of Directors approved 17 projects to receive a total of \$12 million in funds under the Cycle 3 *TransNet* Smart Growth Incentive Program (SGIP); and

WHEREAS, CITY was awarded a \$400,000 SGIP grant from SANDAG to prepare the 100% construction plans for the West Sector Palm Avenue/SR 75 Commercial/Mixed-Use Corridor Project; and

WHEREAS, CITY desires to enter into a Professional Services Agreement with CONSULTANT to carry out the project; and

WHEREAS, CONSULTANT is a Project Management, Civil Engineering, Surveying and Planning firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, on April 20, 2016, the City Council authorized the preparation and execution of this Agreement to retain the services of CONSULTANT as hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "PDC Project Budget and Scope of Services," attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed, not to exceed **\$500,000** for basic services rendered under this Section 2, as more particularly described in Exhibit "A." CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of payments from SANDAG. CONSULTANT understands and agrees that SANDAG shall withhold (1) a ten percent (10%) retention, and (2) potentially other withholdings per the contract between SANDAG and the CITY, and that any payments from CITY to CONSULTANT shall reflect any such withholdings. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice less the ten percent (10%) retention and any other withholdings per SANDAG, within the above mentioned timeframe. CONSULTANT acknowledges that timely payment for services rendered may be impacted by the payment terms of the Smart Growth Grant Agreement between CITY and SANDAG.
- F. CONSULTANT understands and acknowledges that payment under this Agreement is contingent upon the SANDAG grant funding. CONSULTANT understands that SANDAG funding is derived from retail transactions that may fluctuate and CONSULTANT agrees that CITY, at its sole discretion, may eliminate, reduce or withhold payment to CONSULTANT without any further obligation to CONSULTANT, if SANDAG funding to CITY is reduced, withheld, or eliminated. CITY shall immediately notify CONSULTANT upon notice by SANDAG of such funding curtailment to CITY.

Section 3. PROJECT COORDINATION AND SUPERVISION.

James Nakagawa, City Planner, is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The term of this contract between CITY and CONSULTANT shall be the term or schedule set forth in Exhibit "A," or if no term or schedule is set forth in Exhibit "A", upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT's own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

Section 5. CHANGES.

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed, if approved, by both PARTIES before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to CITY.

Section 7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the PARTIES. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which CITY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT'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, CONSULTANT 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.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession. CONSULTANT shall obtain and maintain a City of Imperial Beach business license during the term of this Agreement.

Section 13. INSURANCE.

13.1. CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this Agreement.

13.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

13.3.1. Commercial General Liability (CGL). If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

13.3.2. Commercial Automobile Liability. If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3. Workers' Compensation. If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

13.3.4. Professional Liability. If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined

above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.

13.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

13.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

13.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

13.6. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

13.7. Subcontractor Coverage. CONSULTANT shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

13.8. City Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either (1) immediately terminate this Agreement, or (2) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

Section 15. INDEMNITY.

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

Section 16. TERMINATION.

CITY may terminate this Agreement at any time by giving ten (10) calendar days written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

CONSULTANT shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third PARTIES (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the PARTIES may, but are not required to, agree to submit such dispute to mediation. If both PARTIES agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

James Nakagawa, AICP
City Planner
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

Greg Shields
CEO
Project Design Consultants (PDC)
701 B Street, Suite 800
San Diego, CA 92101

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) business days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Exhibits, set forth the entire understanding of the PARTIES. There are no other understandings, terms or other agreements expressed or implied, oral or written. In the event there are conflicting provisions between the Agreement and any Exhibits, the Agreement provisions shall take precedence. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the applicable terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the applicable reporting requirements of the Political Reform Act and local ordinance. Specifically, within 30 days of receiving notice from the CITY that CONSULTANT has been determined by the CITY to have a reporting requirement under the Political Reform Act, see Exhibit "B", CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished,

rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT 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.

Section 32. NO WAIVER.

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" through "B" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF the PARTIES hereto have executed this Agreement the day and year first hereinabove written.

CONSULTANT
Project Design Consultants

CITY OF IMPERIAL BEACH,
A municipal corporation

Greg Shields, CEO

Andy Hall, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer M. Lyon, City Attorney

Steve Dush, Assistant City Manager/
Community Development Director

EXHIBIT "A"
PDC PROJECT BUDGET AND SCOPE OF SERVICES

TASK NO.	DESCRIPTION	DELIVERABLES:	START DATE*:	COMPLETION DATE*:	DURATION:	TOTAL COSTS:
1	City to Award Consultant Contract	Contract	NTP	9 months	1 month	
2	City to issue NTP	NTP	NTP	9 months	1 week	
3	Start Preliminary Engineering	Survey Existing Roadway, Design Cross Sections, Pothole Existing Utilities	NTP	3 months	2 months	\$52,000
4	Prepare Grading & Improvement PS&E	Grading Plans, Improvement Plans,	NTP	13 months	10 months	\$159,000
5	Prepare Utility PS&E (Storm Drain & Water)	Storm Drain & Water Plans,	NTP	13 months	10 months	\$50,000
6	Prepare Technical Reports	Hydrology/Drainage, SWDR, SWPPP, and Geotechnical reports	NTP	13 months	10 months	\$43,000
7	Prepare Traffic Plans	Traffic Signal Plans, Signing & Striping Plans, Traffic Control Plans,	NTP	13 months	10 months	\$84,000
8	Prepare Landscape Architecture Plans	Landscaping & Irrigation Plans, & Lighting Plans.	NTP	13 months	10 months	\$112,000
9	1 st submittal	Plans and Reports	NTP	4.5 months	1 day	
10	City review of 1 st submittal	City comments	NTP	5.5 months	5 weeks	
11	Respond to City Comments	Revised Plan and Reports	NTP	7 months	5 weeks	
12	2 nd submittal	Plans and Reports	NTP	7 months	1 day	
13	City review of 2 nd submittal	City comments	NTP	8.25 months	5 weeks	
14	Respond to City Comments	Revised Plan and Reports	NTP	9.5 months	5 weeks	
15	3 rd submittal	Plans and Reports	NTP	9.5 months	1 day	
16	City review of 3 rd submittal	City comments	NTP	10.75 months	5 weeks	
17	Respond to City Comments	Revised Plan and Reports	NTP	12.25 months	6 weeks	
18	Final submittal	Plans and Reports	NTP	12.25 months	1 day	
19	City Review & Approval of final submittal	City Approval	NTP	22.5 months	5 weeks	
				TOTAL		\$500,000

EXHIBIT A - SCOPE OF WORK
ENGINEERING AND CONSULTING SERVICES
100% CONSTRUCTION DOCUMENTS FOR WEST SECTOR PALM AVENUE (SR75)
CITY OF IMPERIAL BEACH, CALIFORNIA

Project Design Consultants along with its sub-consultants intends to provide 100% construction documents and related technical studies for the western sector of Palm Avenue within the City of Imperial Beach. The construction documents limits of work extend from Rainbow Drive to 9th Street. The plans shall conform to the 30% Design Plans and MND as approved by the City of Imperial Beach City Council. It is understood that the Caltrans right of way will be relinquished to the City of Imperial Beach and the design will be in conformance to City of Imperial Beach standards.

SCOPE OF WORK

1. Survey Services and Utility Pothole Coordination

- 1.1. Right of Way Mapping: PDC will provide survey Services to map the existing right of way for SR 75 from Rainbow Drive to 9th Street. Include right of way mapping for Rainbow Drive, 7th Street, Delaware Street and 9th street a minimum of 200 feet beyond the Caltrans right of way boundary.
- 1.2. Supplemental Survey: PDC will provide survey services to obtain field survey data as needed for the preparation of the construction documents. Existing street cross sections on 25-foot intervals, existing edge conditions, and existing utility locations will be included. Services to coordinate with the pothole contractor during the potholing of existing utilities will be included.
- 1.3. Pothole Contractor: Includes services for a pothole contractor to provide up to 6 potholes per intersection for a total of 24 potholes. Includes services to located top, bottom, size and material of existing utilities.

2. Construction Documents

The PDC consultant team will prepare final construction plans of the western sector of Palm Avenue alignment. Construction plans at 60%, 90% and 100% phase of completion will be submitted to the City for review. All plan check comments will be addressed at each phase.

- 2.1. Demolition Plan: PDC will prepare 1"=20' scale demolition plans for the Western Sector. The demo plans will identify the limits of pavement, hardscape, landscape and utility removal. All improvements to remain will be clearly identified.
- 2.2. Street Improvement Plan: PDC will prepare 1"=20 scale improvement plans to include existing and proposed surface improvements, cross sections, median, curb, gutter, sidewalks, turn pockets, and pedestrian ramps. The plans will be fully dimensioned with profiles of proposed centerline, median, and side curbs. Street cross sections will be provided on regular intervals.
- 2.3. Storm Drain and BMP Plans: PDC will prepare a 1"=20 scale construction plans of existing and proposed storm drains and BMP structures and facilities. The design of storm drains and BMP facilities may be standalone sheets as part of the street improvement plans. The storm drain plans will include plan and profiles of existing

and proposed storm drains within the western sector. The plans will provide details of permanent BMP's needed to comply with the requirements of the current Municipal Stormwater Permit.

- 2.4. Erosion Control Plan: PDC will prepare 1"=20' scale erosion control plans to be included and processed with the improvement plans. The erosion control plans will include details of BMP's necessary for the control of erosion and sediment during construction.
- 2.5. Storm Water Pollution Prevention Plans: Prepare a SWPPP in accordance with the construction general permit. This scope item includes evaluation of the project's Risk Level (1, 2, or 3). This scope assumes the project will be subject to Risk Level 2 requirements. PDC will develop the initial SWPPP, including the site description addressing the elements and characteristics specific to the site, descriptions of BMPs for erosion and sediment controls, descriptions of BMPs for construction waste handling and disposal and good-housekeeping BMPs, description of proposed post-construction controls, details of non-storm water management, a construction site sampling, monitoring, and inspection plan for non-visible pollutants and effluent discharges, and project phase maps. A construction site monitoring plan will be included with monitoring procedures and instructions, forms, and checklists. The SWPPP will also include Rain Event Action Plan (REAP) templates, but it is the Qualified SWPPP Practitioner's responsibility to develop a specific REAP each time the requirement is triggered during construction. PDC will file the permit registration documents (PRDs) electronically on the Water Board's SMARTS system. Work also includes coordinating with the client to ensure the legally responsible person (LRP) (or the approved signatory, if applicable) certifies the PRDs on the SMARTS system. Annual fees to the SWRCB will be the responsibility of the LRP.
- 2.6. Water Improvement Plan: PDC will prepare plans for the connection of irrigation services to the existing public water mains. It is anticipated that the water improvement plans will be separate sheets incorporated into the street improvement plans set.
- 2.7. Striping and Signage Plan: KOA shall prepare delineation plan sheets, cost estimates, and specifications for the roadway striping and markings as well as the signs necessary to communicate the appropriate regulations and warnings to motorists. The roadway segment and intersection markings shall be completely identified although some of the intersection signs associated with the traffic signals shall appear on those plans. It will include the buffered bikeway that is a key feature of the project. This shall consist of three plan sheets at a scale of 1" = 40'.
- 2.8. Traffic Control Plan: KOA shall prepare construction area traffic control plans for managing traffic during construction. Staging of the traffic control plan sheets shall be developed so that the contractor can sequentially work on portions of the roadway and median while still being able to have traffic flow through the project area and not force a detour. This would involve doing work in the median at one time while working on the edges of the roadway at other times, or three stages of work in one area.
- 2.9. Traffic Signal Plan: KOA shall prepare signal design plans, cost estimates, and specifications for the modification of three traffic signals along SR75 at Rainbow Drive, 7th Street, and Delaware Street as needed to accommodate the master plan design for

the roadway through these intersections. This shall include provisions for bicycle detection, controller cabinets, emergency vehicle detection for pre-emption, controllers and modules, loop placement, equipment upgrades and positioning of signal heads for visibility consistent with all standards and guidelines. The plan sheets shall also indicate how communication for signal coordination shall be established. This shall consist of three plan sheets to be provided electronically.

- 2.10. Lighting and Electric Plan: Visual Concepts will provide the following services:
- Provide conceptual lighting layout design for City approval. The City shall be provided with lighting options prior to start of the study for preliminary approval of product. Three options along with budget pricing shall be presented.
 - Photometric lighting study. Provide lighting study to determine location of all site lights. Conceptual design shall include a photometric lighting study meeting the lighting requirements as determined by the City of Imperial Beach.
 - Provide electrical engineering plans for the installation of decorative street lights and pedestrian scale lights, electrical power receptacles at the base of defined street trees and on street/pedestrian lights for seasonal lighting. Plans shall include all notes, installation details, schedules and specifications on drawing sheets. Book specifications shall not be required for the electrical plans.
 - Structural pole base calculations for all street/pedestrian lights. Coordinate with civil engineer and landscape architect for site conflicts.
 - Coordinate with utility consultant for point of connection for the electrical meter pedestals as required.
 - Cost Estimate at each submittal (as required)
 - Team meetings (as required)-Provide services to meet with the Client and the consultant team and to coordinate with the various design consultants (i.e. civil engineer, landscape architect, and structural engineer) involved with the production of the construction documents.

2.11. Landscape and Irrigation Plans:

MIG Landscape Architects will provide the following services:

Finalizing the preferred conceptual design for the streetscape and median planting areas. The final conceptual plan will identify the landscape and hardscape paving improvements for the medians and will include landscape planting and street furniture (bicycle racks, trash cans and benches). MIG will prepare preliminary designs for new sidewalk paving that will identify materials (i.e. concrete, exposed aggregate, etc.), finishes (i.e. light broom finish, heavy broom finish, etc.), paving patterns (i.e., two foot grid, four foot grid, etc), and jointing (i.e. tooled joint, sawcut joint, etc). MIG will develop prototypical details that will be keyed to different segments of the new sidewalk). PDC to show construction detailing on layout plans and sidewalk details.

Preparation of construction drawings for the proposed landscape improvements, including trees, shrubs, ground cover, decorative stone mulch (in the median) and location of street furniture on the planting sheets

2.11.1. Design Development

- MIG will meet with PDC and City staff to review scope and final planting layout as indicated in the attached Landscape Concept Plans (November 2014), which are

equal to 30% design. PDC will provide MIG with final median and sidewalk layout and topography in AutoCAD 2009.

- Based on staff input and project budget for the conceptual design developed in the previous scope, MIG will develop a design development planting plan for Palm Avenue medians and sidewalk plantings within the project area.
- MIG will present the design development planting plan and opinion of probable construction costs to PDC and the City staff for comment and approval to start final construction drawings ((65% to 100%).
- Includes attendance of meetings and submittal of plans to be incorporated into PDC's DD plan set.

2.11.2. Construction Documents:

Based on the approved 60% complete landscape plans, MIG will prepare all design and construction documents related to landscape planting, irrigation, special median paving, site furniture, details and specifications for the medians and parkways areas along Palm Avenue. Planting and irrigation construction documents will be prepared in sufficient detail for review and approval by the City of Imperial Beach for public bidding. MIG will coordinate with PDC for plan submittal. Construction documents prepared by the MIG team will include the following documents:

- Landscape Planting Plans (five sheets)
- Irrigation Plans (five sheets)
- Planting and Irrigation Details (three sheets)
- Site furniture product cut sheets (10 sheets at 8 ½ x 11)
- Technical specifications
- Opinion of probable costs

Construction documents (Plans, Specifications and Construction Cost Estimates) will be submitted to PDC at 90%, and final 100% Construction Document phases. Upon receiving consolidated City plan check comments for the 90% submittal, MIG will complete the noted corrections as necessary. Final 100% construction documents will be submitted to PDC for final review and approval.

The following identifies the construction documents for each design component at 60%, 90% and final 100% stages:

- **Base Map and Layout Plan Development:** Base and layout plan development will incorporate final landscape and tree locations, incorporate special paving improvements and site improvements and existing site conditions into AutoCAD. MIG will coordinate tree locations with utilities and grading intent with PDC.
- **Landscape Planting Plan and Details:** The Landscape planting plan and detail drawings will identify trees, shrubs and groundcovers.
- **Irrigation Plan and Details:** Irrigation system drawings will show POC to existing mainline, location of proposed automatic controllers, equipment list, water use calculations and irrigation details. Irrigation plans will be prepared using the City's water conservation ordinances and AB 1881. PDC and/or the

city will identify points of connection. Irrigation system will only extend to the new tree plantings in the sidewalk and the median (this scope assumes no changes to existing trees to remain and their respective irrigation systems).

- Specifications: MIG will provide specifications for planting, irrigation, and site furniture. The irrigation and planting specifications will consider the need for low maintenance that responds to the climatic and soil context of the project area and water conservation. Specification will include bid item descriptions, special provisions and technical specifications and applicable City standard details.
- Cost Estimates: For the final construction cost estimate, MIG will provide quantities and unit costs for items related to planting, irrigation, lighting, and specialty items related to planting, irrigation and site furniture.
- Includes services to attend meetings and provide construction drawings including paving design for inclusion into PDC construction plans set.

2.12. Dry Utility Coordination: Dry Utility Consultant will provided the following services:

- Conduct a site investigation and assist in the identification of potential utility conflicts with the proposed street improvements and grading, sewer, water and storm drain systems based on plans provided by Client.
- Collaborate with design team to determine new locations for dry utility facilities in conflict.
- Develop a conceptual dry utility design showing proposed locations of trench line, number of conduits and above and below ground structures. This design will be distributed in AutoCAD for the purpose of conflict review with other disciplines
- Submit concept plans, track design process and maintain required interface with utility representatives to obtain preliminary design for Client approval.
- Required interface with utility company representatives to establish service points for landscape, traffic signals, etc...
- Attend utility design conference and other related meetings as required to complete the design process.
- Review preliminary relocation designs for accuracy and submit copies to Client for approval.
- Review final designs, contracts and right-of-way documents in preparation for Client's approval and signature
- Submit final utility documents with summary of utility relocation fees.

2.13. Project Management: PDC's consultant team will provide services to attend meetings and coordinate with the City and the City's other consultants and contractors. Coordinate and communicate with regulatory agencies and other agencies having jurisdiction. Monitor, coordinate, and manage all consultant and subconsultant team members. Provide work schedule and budget control.

2.14. Plan Processing: PDC's consultant team will provide services to revise the 65%, 95% and 100% plans and respond to comments from City Staff and City plan checking consultants.

2.15. Project Cost Estimate: PDC along with JT Kruer & Company will prepare construction cost estimates of the construction documents and supporting technical studies. The cost estimates will be provided at 60%, 90% and 100% plans.

3. Technical Studies

3.1. Geotechnical Study

- Geocon will review published geologic maps, aerial photographs, in-house geotechnical reports and other literature pertaining to the site to aid in evaluating geologic hazards that may be present;
- Obtain an encroachment permit with traffic control from Caltrans.
- Mark out boring locations and call Underground Service Alert for utility mark out.
- Perform up to 6 exploratory borings to observe and sample on-site soils and to obtain samples for laboratory testing. Measure the existing asphalt pavement surface at each boring location. Borings are expected to be less than 20 feet.
- Perform laboratory tests on selected soil samples to evaluate compaction characteristics, expansion characteristics, shear strength and soluble sulfate content of the prevailing soil conditions encountered. R-value test of anticipated pavement subgrade materials would also be performed.
- Perform infiltration test using a Aardvark Permeameter in landscape areas near proposed bio-filtration site to evaluate field saturated hydraulic conductivity of the near surface in-situ soils
- Prepare a written report presenting findings and conclusions and recommendations regarding geotechnical aspects of the proposed construction. Recommended grading specifications, retaining wall design criteria, preliminary pavement sections, excavations characteristics and remedial grading measures.
- Provide plan review, response to comments, and miscellaneous geotechnical consultation as required during development of the project.

3.2. Drainage Study

PDC will prepare a final drainage study in support of the 60% Design plans and will update the report into a final drainage study in support of the 90% and 100% Design plans. The study will address on-site existing and developed conditions providing design flows for water quality and drainage facilities design. Design flows will be calculated using methodologies described in the County of San Diego's Hydrology Manual in accordance with the City of Imperial Beach Master Drainage Plan. Work includes review of the previous drainage studies, site visits to confirm drainage areas, and hydrologic and hydraulic drainage calculations to size proposed improvements. The report will include a narrative, which introduces the project, addresses the methodologies and results, and conclusions. Drainage facilities will be shown schematically in the graphic exhibits within this study. This task includes coordination with the project team and responding to two rounds of agency/public comments. Excludes any FEMA floodplain work or processing.

3.3. Storm Water Quality Management Plan (SWQMP)

PDC will update the WQTR that was prepared as a part of the 30% design package and prepare a SWQMP to reflect the refined site plan and to update the report to the

new Stormwater Standards. PDC will first meet with City staff to review the impacts of the new stormwater standards on the design of the project. PDC will prepare a SWQMP in support of the 60% Design plans and will update the report into a final SWQMP in support of the 90% and 100% Design plans. The SWQMP will address water quality BMPs to comply with the new City stormwater requirements. A variety of BMPs will be evaluated for potential use within the project. It is understood that the project is exempt from hydromodification and other PDP requirements (harvest and reuse, preservation of coarse sediment supply requirements, etc.). Work includes coordination with the project geotechnical consultant on the applicability and use of infiltration LID BMPs. Initial planning-level information for the SWQMP will include infiltration feasibility screening information provided by the geotechnical engineer and landscape BMP input provided by the landscape architect. The BMP selection will require onsite evaluation of full infiltration, partial infiltration, or no infiltration condition, depending on the geotechnical engineer's infiltration feasibility recommendations. The SWQMP will include design capture volume calculations for each proposed pollutant control BMP location. The BMP sizing requirements may result in significant site planning constraints, therefore it is recommended that determining the most efficient BMP strategy for this project be included and evaluated as part of the early-start work effort for this project. The SWQMP will identify site design and source control BMPs and also include BMP sizing calculations, estimated BMP initial cost and annual maintenance costs, maintenance schedule, potential post-development pollutant types, and estimated BMP pollutant removal efficiency. This task includes coordination with the project team and responding to two rounds of agency/public comments. Excludes any hydromodification calculations or reports.

FEE ESTIMATE

Task	Consultant	Fee
1. Preliminary Engineering		
1.1. Right of Way Mapping	PDC	\$ 7,000
1.2. Supplemental Survey	PDC	\$20,000
1.3. Pothole Coordination	TBD	\$25,000
Subtotal		\$52,000
2. Construction Documents		
2.1. Demolition Plans	PDC	\$20,000
2.2. Street Improvement Plans	PDC	\$65,000
2.3. Storm Drain BMP Plans	PDC	\$45,000
2.4. Erosion Control Plans	PDC	\$12,000
2.5. SWPPP	PDC	\$5,000
2.6. Water Plans	PDC	\$5,000
2.7. Signage and Striping Plans	KOA	\$15,000
2.8. Traffic Control Plans	KOA	\$36,000
2.9. Traffic Signal Plans	KOA	\$25,000
2.10. Lighting and Electric Plans	VC	\$20,000
2.11. Landscape and Irrigation Plans	MIG	\$85,000
2.12. Dry Utility Coordination	TBD	\$8,000
2.13. Project Management	PDC	\$25,000
2.14. Plan Processing	PDC	\$32,000
2.15. Project Cost Estimate	JT Kruer	\$7,000
Subtotal		\$405,000
3. Technical Studies		
3.1. Geotechnical Study	Geocon	\$21,000
3.2. Drainage Study	PDC	\$12,000
3.3. Storm Water Quality Management Plan	PDC	\$10,000
Subtotal		\$43,000
CONTRACT TOTAL		\$500,000

EXHIBIT "B"

CONSULTANT CONFLICT OF INTEREST QUESTIONNAIRE

The City of Imperial Beach Conflict of Interest Code requires consultants who make or participate in the making of governmental decisions to disclose their personal assets that might be materially affected by their official actions. Such consultants are required to file a Statement of Economic Interests within 30 days of beginning their duties under the terms of a contract services agreement with the City, on an annual basis thereafter during the term of the contract, and within 30 days of completion of services. Your answers on the following questionnaire will help to determine whether a consultant's scope of duties includes the making or participating in the making of governmental decisions which may foreseeably have a material effect on the consultant's own financial interests. Such consultants' statements of economic interests may also provide information to help you determine whether a particular consultant should be disqualified from taking certain actions to avoid a conflict of interest.

The following questionnaire should be completed for every individual assigned to provide consulting services by the company identified below.

Consultant Name Greg Shields
 Company Name Project Design Consultants
 Project Description Engineering Plans for 100% West Sector Palm Ave/ SR 75 Project
 Term of Service Begins April 2016 Ends May 2018
 Administering Dept. Community Development

SIGNED	DATE			
A. Will the consultant assist in making governmental decisions relating to:				
1. Approval of a rate, rule or regulation?	Yes		No	
2. Adoption or enforcement of a law?	Yes		No	
3. Issuance, denial, suspension or revocation of any permit, license, application, certificate, approval, order, or similar authorization or entitlement?	Yes		No	
4. Recommendation to the agency to enter into, modify, or renew a contract?	Yes		No	
5. Granting agency approval of a contract to which the agency is a party, or to the specifications for such a contract?	Yes		No	
6. Granting agency approval to a plan, design, report, study, or similar item?	Yes		No	
7. Adoption or approval of policies, standards, or guidelines for the agency, or for any subdivision thereof?	Yes		No	
B. Will the consultant serve in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code?	Yes		No	
C. Will the consultant manage public investments?	Yes		No	



City of Imperial Beach, California

OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

CITY MANAGER DETERMINATION REGARDING CONSULTANT FILING CONFLICT OF INTEREST STATEMENT

Pursuant to the duly adopted City of Imperial Beach Conflict of Interest Code, this document shall serve as the written determination regarding the following consultant, the retention of whose services are under consideration by the City of Imperial Beach:

Name of Consultant	Greg Shields
Company Name	Project Design Consultants
Services to be Rendered	Engineering services for 100% West Sector Palm Ave/ SR 75 Streetscape plans

Based upon review of the attached Consultant Conflict of Interest Questionnaire, it is hereby determined that:

_____ This consultant's duties are limited in scope and thus will not be required to fully comply with the disclosure requirements in the City's Conflict of Interest Code.

_____ This consultant's duties are significant in scope and thus will be required to comply with the disclosure requirements in the City's Conflict of Interest Code.

A Statement of Economic Interests shall be filed with the City Clerk's Department no later than 30 days after the City Council's approval of the contract services agreement.

The consultant's Statement of Economic Interests shall disclose all financial interests within the following disclosure categories, as delineated in the City's Conflict of Interest Code:

Signed:

Andy Hall, AICP
City Manager

Date

TransNet SMART GROWTH INCENTIVE GRANT PROGRAM

THIRD FUNDING CYCLE

**GRANT AGREEMENT NO. 5004739 BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND
THE CITY OF IMPERIAL BEACH
REGARDING PALM AVENUE MIXED USE AND COMMERCIAL CORRIDOR PLAN WEST
END SECTOR**

THIS GRANT AGREEMENT NO. 5004739 (Agreement) is made this 11th day of January, 2016, by and between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California 92101 (hereinafter referred to as "SANDAG"), and the City of Imperial Beach, 825 Imperial Beach Boulevard, Imperial Beach, California 91932 (hereinafter referred to as "Grantee"). SANDAG and Grantee also are hereinafter collectively referred to as "the Parties." This Agreement expires on May 26, 2018.

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The SANDAG Board of Directors allocates funds under the *TransNet* local sales tax program to support local transportation-related infrastructure projects in the San Diego region through a competitive process.
- B. The *TransNet* Extension Ordinance contains provisions to fund the Smart Growth Incentive Program (SGIP), which funding began on April 1, 2008. The SGIP encompasses projects that better integrate transportation and land use and recognizes the comprehensive effort to integrate smart growth place making, access to transit, and environmental justice.
- C. In January 2010, the SANDAG Board of Directors approved Board Policy No. 035 – Competitive Grant Program Procedures (Board Policy No. 035), which is included as Attachment B. This Grant Award, Agreement and Grantee's performance thereunder are subject to Board Policy No. 035, which includes multiple "use it or lose it" provisions.
- D. On December 19, 2014, SANDAG issued a Call for Projects from local jurisdictions in San Diego County wishing to apply for a portion of the *TransNet* SGIP funds for use on capital improvement and planning projects meeting certain criteria.
- E. On July 24, 2015, the SANDAG Board of Directors approved programming of approximately \$12 million in *TransNet* funds by Resolution Number 2016-02.
- F. Grantee successfully applied for *TransNet* SGIP funding for the Palm Avenue Mixed Use and Commercial Corridor Plan West End Sector (Project), as described in Grantee's grant application. The Scope of Work, Project Schedule, and Approved Project Budget are included as Attachment A.
- G. The purpose of this Agreement is to establish the terms and conditions for SANDAG to provide Grantee with funding to implement the Project.

- H. Although SANDAG will be providing financial assistance to Grantee to support the Project, SANDAG will not take an active role or retain substantial control of the Project. Therefore, this Agreement is characterized as a funding agreement rather than a cooperative agreement.
- I. Grantee understands that *TransNet* funds derive from retail transactions and use tax revenues which fluctuate. SANDAG funding commitment to SGIP Projects, including this Project, is subject to these fluctuations, which may impact funding availability for this Project.

NOW, THEREFORE, it is agreed as follows:

I. DEFINITIONS

- A. **Application.** The signed and dated grant application, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with SANDAG by or on behalf of Grantee and accepted or approved by SANDAG. All of Grantee's application materials, not in conflict with this Agreement, are hereby incorporated into this Agreement as though fully set forth herein.
- B. **Approval, Authorization, Concurrence, Waiver.** A written statement (transmitted in typewritten hard copy or electronically) of a SANDAG official authorized to permit Grantee to take or omit an action required by this Agreement, which action may not be taken or omitted without such written permission. Except to the extent that SANDAG determines otherwise in writing, such approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force or effect.
- C. **Approved Project Budget.** The most recent statement of the costs of the Project, the maximum amount of assistance from SANDAG for which Grantee is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task, that has been approved by SANDAG. The Approved Project Budget is included in Attachment A.
- D. **SGIP Funds and Funding.** Funding from the *TransNet* Extension Ordinance for the SGIP.
- E. **Grantee.** The local jurisdiction that is the recipient of SGIP funding under this Agreement.
- F. **Notice to Proceed** means a written notice from SANDAG issued to Grantee authorizing Grantee to proceed with all or a portion of the work described in the Scope of Work. Grantee shall not proceed with the work and shall not be eligible to receive payment for work performed prior to SANDAG issuance of a Notice to Proceed.
- G. **Subgrantee.** Any contractor or consultant, at any tier, paid directly or indirectly with funds flowing from this Agreement for the Project.

II. PROJECT IMPLEMENTATION

- A. **General.** Grantee agrees to carry out the Project as follows:
 - 1. **Project Description.** Grantee agrees to perform the work as described in the Scope of Work included as Attachment A.

2. *Effective Date.* The effective date of this Agreement or any amendment hereto is the date on which this Agreement or an amendment is fully executed. Grantee agrees to undertake Project work promptly after receiving a Notice to Proceed from SANDAG.
3. *Grantee's Capacity.* Grantee agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of any Project property; (b) carry out the safety and security aspects of the Project; and (c) comply with the terms of the Agreement and all applicable laws, regulations, and policies pertaining to the Project and Grantee, including but not limited to the *TransNet* Extension Ordinance and Board Policy No. 035.
4. *Project Schedule.* Grantee agrees to complete the Project according to the Project Schedule included in Attachment A and in compliance with Board Policy No. 035, as amended, and included as Attachment B.
5. *Project Implementation and Oversight.* Grantee agrees to comply with the Project Implementation and Oversight Requirements, included as Attachment C, and Board Policy No. 035, as amended.
6. *Changes to Project's Scope of Work.* This Agreement was awarded to Grantee based on the application submitted by Grantee, which contained representations by Grantee regarding project parameters, project proximity to transit, and other criteria relevant to evaluating and ranking the Project based on SANDAG SGIP scoring criteria. Any substantive deviation from Grantee's representations in the Application during project implementation may require re-evaluation or result in loss of funding. If Grantee knows, or should have known, that substantive changes to the Project will occur or have occurred, Grantee will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the SGIP and whether the changes would have negatively affected the Project ranking during the competitive grant evaluation process. SANDAG reserves the right to have SGIP funding withheld from Grantee, or refunded to SANDAG, due to Grantee's failure to satisfactorily complete the Project or due to substantive changes to the Project.
7. *Media and Community Outreach Coordination.* Grantee agrees notify SANDAG of any media and community outreach efforts, including presentations to community groups, other agencies, and elected officials. Grantee agrees to assist SANDAG with media or community events related to the Project, such as ground breaking and ribbon cutting. Press materials shall be provided to SANDAG staff before they are distributed. SANDAG logo(s) should be included in press materials and other project collateral, but may never be included in such documents without advance approval from SANDAG.

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

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

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

9. *Baseline Data Collection.* For capital projects, Grantee is required to coordinate with SANDAG staff on the development of a baseline data collection plan in accordance with the Project Implementation and Oversight Requirements.
- B. Application of Laws.** Should a federal or state law pre-empt a local law, regulation, or the *TransNet* Extension Ordinance, Grantee must comply with the federal or state law and implementing regulations. No provision of this Agreement requires Grantee to observe or enforce compliance with any provision, perform any other act, or do any other task in contravention of federal, state, territorial, or local law, regulation, or ordinance. If compliance with any provision of this Agreement violates or would require Grantee to violate any law, Grantee agrees to notify SANDAG immediately in writing. Should this occur, SANDAG and Grantee agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project or affected portions thereof expeditiously.
- C. Notice Regarding Prevailing Wages.** SANDAG SGIP Grants are funded with *TransNet* revenues consistent with the *TransNet* Extension Ordinance adopted by the voters in November 2004 (SANDAG Ordinance 04-01). Although SANDAG Ordinance 04-01 does not require payment of prevailing wages, California law may require that Grantee's public works projects pay prevailing wages for workers. Grantee acknowledges that SANDAG has strongly encouraged Grantee to seek legal counsel regarding whether the Project will be subject to prevailing wage laws consistent with Labor Code Section 1720, *et seq.* This Agreement requires Grantee's compliance with all federal, state, and local laws and ordinances as applicable.
- D. Significant Participation by a Subgrantee.** Although Grantee may delegate any or almost all Project responsibilities to one or more subgrantees, Grantee agrees that it, rather than any subgrantee, is ultimately responsible for compliance with all applicable laws, regulations, and this Agreement.
- E. Third Party Contracting.** Grantee shall not award contracts over \$3,000 on the basis of a noncompetitive procurement for work to be performed under this Agreement without the prior written approval of SANDAG. Contracts awarded by Grantee, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.
1. If Grantee hires a consultant to carry out professional services funded under this Agreement, Grantee shall: prepare an Independent Cost Estimate (ICE) prior to soliciting proposals; publicly advertise for competing proposals for the work; use cost as an evaluation factor in selecting the consultant; document a Record of Negotiation (RON) establishing that the amount paid by Grantee for the consultant services is fair and reasonable; and pass through the relevant obligations in this Agreement to the consultant.

2. If Grantee hires a contractor to carry out construction services funded under this Agreement, Grantee shall: prepare an ICE (e.g., a construction cost estimate) prior to soliciting bids; publicly advertise for competing bids for the work; award the work to the lowest responsive and responsible bidder; document a RON establishing that the amount paid by Grantee for the construction services is fair and reasonable; and pass through the relevant obligations in this Agreement to the contractor.

F. Grantee's Responsibility to Extend Agreement Requirements to Other Entities

1. *Entities Affected.* Grantee agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable federal laws, regulations, and policies affecting Project implementation. In addition, if an entity other than Grantee is expected to fulfill any responsibilities typically performed by Grantee, Grantee agrees to assure that the entity carries out Grantee's responsibilities as set forth in this Agreement.
2. *Documents Affected.* The applicability provisions of laws, regulations, and policies determine the extent to which those provisions affect an entity (such as a subgrantee) participating in the Project through Grantee. Thus, Grantee agrees to use a written document to ensure that each entity participating in the Project complies with applicable laws, regulations, and policies.
3. *Flowdown.* Grantee agrees to include in each document (subagreement, lease, third-party contract, or other) any necessary provisions requiring the Project participant (third-party contractor, subgrantee, or other) to impose applicable laws, Agreement requirements and directives on its subgrantees, lessees, third-party contractors, and other Project participants at the lowest tier necessary.

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

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

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

for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Grantee or its subgrantees.

III. ETHICS

A. **Grantee Code of Conduct/Standards of Conduct.** Grantee agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, council or board members, or agents engaged in the award or administration of subagreements, leases, or third-party contracts supported with SGIP funding. Grantee agrees that its code of conduct or standards of conduct shall specify that its officers, employees, council or board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subgrantee, lessee, or third-party contractor at any tier or agent thereof. Grantee may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. Grantee agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, Grantee agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, council or board members, or their agents, or its third-party contractors or subgrantees or their agents.

1. *Personal Conflicts of Interest.* Grantee agrees that its code of conduct or standards of conduct shall prohibit Grantee's employees, officers, council or board members, or agents from participating in the selection, award, or administration of any third-party contract or subagreement supported by SGIP funding if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in a firm competing for award.
2. *Organizational Conflicts of Interest.* Grantee agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third-party contractor or subgrantee or impair its objectivity in performing the contract work.

B. **SANDAG Code of Conduct.** SANDAG has established policies concerning potential conflicts of interest. These policies apply to Grantee. For all awards by SANDAG, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG staff members are specifically prohibited from participating in the selection process when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract with SANDAG. It is unlawful for any contract to be made by SANDAG if any individual Board member or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG. SANDAG officers, employees, agents,

and Board members shall not solicit or accept gifts, gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. By signing this Agreement, Grantee affirms that it has no knowledge of an ethical violation by SANDAG staff or Grantee. If Grantee has any reason to believe a conflict of interest exists with regard to the Agreement or the Project, it should notify the SANDAG Office of General Counsel immediately.

- C. **Bonus or Commission.** Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its SGIP funding application for the Project.
- D. **False or Fraudulent Statements or Claims.** Grantee acknowledges and agrees that by executing the Agreement for the Project, Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project, including, but not limited to, Grantee's grant application, progress reports and invoices.

IV. AMOUNT OF FUNDING ASSISTANCE

Grantee agrees that SANDAG will provide SGIP funding for the Project equal to the smaller of the following amounts: (a) the Maximum SANDAG Amount Approved of \$400,000, or (b) the amount calculated in accordance with the Maximum Percentage(s) of SANDAG Participation, which is 80 percent. The responsibility of SANDAG to make payments under this Agreement is limited to the amounts listed in the Approved Project Budget for the Project. Grantee's estimate in its application for funding from SANDAG for the Project is the amount that forms the basis upon which SANDAG determines the Maximum SANDAG Amount Awarded and Maximum Percentage(s) of SANDAG Participation.

The *TransNet* MPO ID for the Project is IB17.

V. MATCHING FUNDS

Grantee has proposed to provide \$100,000 which is 20 percent in matching funds from sources other than *TransNet* for the Project and therefore agrees as follows:

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

VI. APPROVED PROJECT BUDGET

Except to the extent that SANDAG determines otherwise in writing, Grantee agrees as follows:

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

VII. PAYMENTS

- A. Grantee's Request for Payment When Matching Funds Are Required.** Grantee will demonstrate or certify that it will provide adequate matching funds such that, when combined with payments from SANDAG, will cover all costs to be incurred for the Project. Except to the extent that SANDAG determines, in writing, that Grantee may defer its provision of matching funds for the Project, a Grantee is required under the terms of this Agreement to provide matching funds for the Project and agrees that it will not:
1. Request or obtain matching funds exceeding the amount justified by the matching share previously provided, or
 2. Take any action that would cause the proportion of SGIP funding made available to the Project at any time to exceed the percentage authorized by the Agreement for the Project.
- B. Payment by SANDAG.** Upon receiving a request for payment and adequate supporting information, SANDAG will make payment, for eligible amounts to Grantee within 30 days if Grantee has complied with the requirements of the Agreement, including submission of a Quarterly Report which is included as Attachment D, has satisfied SANDAG that the SGIP funding requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion consistent with Board Policy No. 035. After Grantee has demonstrated satisfactory compliance with the preceding requirements, SANDAG may reimburse Grantee's apparent allowable costs incurred consistent with the Approved Project Budget. SANDAG shall retain 10 percent from the amounts invoiced until satisfactory completion of work. SANDAG shall promptly release retention amounts to Grantee following Grantee's satisfactory completion of work and receipt of Grantee's final invoice and all required documentation.
- C. Eligible Costs.** Grantee agrees that Project costs eligible for SGIP funding must comply with the following requirements, unless SANDAG determines otherwise in writing. To be eligible for reimbursement, Project costs must be:
- 1: Consistent with the Project Scope of Work, the Approved Project Budget, and other provisions of the Agreement.
 2. Necessary in order to accomplish the Project.

3. Reasonable for the goods or services purchased.
4. Actual net costs to Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by Grantee that have the effect of reducing the cost actually incurred, excluding program income).
5. Incurred for work performed, only on a reimbursement basis, after both the Effective Date of the Agreement and following Grantee's receipt of a Notice to Proceed from SANDAG.
6. Satisfactorily documented with supporting documentation which is to be submitted with each invoice.
7. Treated consistently in accordance with generally accepted accounting principles and procedures for Grantee and any third-party contractors and subgrantees, (see Section 6 Accounting Records).
8. Eligible for *TransNet* Funding as part of the SGIP.
9. Indirect Costs are only allowable with prior SANDAG approval. Grantee must submit the following documentation as part of the grant application materials: (1) an indirect cost allocation audit approved by a qualified independent auditor, or (2) the applicant's proposed method for allocating indirect costs in accordance with the Office of Management and Budget guidelines. Indirect cost allocation plans must be reviewed and renewed annually.
10. Project generated revenue realized by Grantee shall be utilized in support of the Project. Project generated revenue and expenditures, if any, shall be reported at the end of the Agreement period.

D. Excluded Costs

1. In determining the amount of SGIP funding SANDAG will provide for the Project, SANDAG will exclude:
 - a. Any Project cost incurred by Grantee before either the date SANDAG issues a Notice to Proceed to Grantee or the Effective Date of the Agreement or any Amendment thereto;
 - b. Any cost that is not included in the latest Approved Project Budget;
 - c. Any cost for Project property or services received in connection with a subagreement, lease, third-party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by SANDAG; and
 - d. Any cost ineligible for SANDAG participation as provided by applicable laws, regulations, or policies.
2. Certain costs at times associated with bicycle and pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists or pedestrians. These instances are listed below.

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

VIII. ACCOUNTING RECORDS

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

- A. **Project Accounts.** Grantee agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. Grantee also agrees to maintain documentation of all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to SANDAG upon request and, to the extent feasible, kept separate from documents not related to the Project.

- B. Documentation of Project Costs and Program Income.** Except to the extent that SANDAG determines otherwise, in writing, Grantee agrees to support all costs charged to the Project, including any approved services or property contributed by Grantee or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges, including adequate records to support the costs Grantee has incurred underlying any payment in which SANDAG has agreed to participate in based upon a payable milestone.

IX. REPORTING, RECORD RETENTION, AND ACCESS

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

X. PROJECT COMPLETION, AUDIT, SETTLEMENT, AND CLOSEOUT

A. Project Completion. Within 90 calendar days following Project completion or termination by SANDAG, Grantee agrees to submit a final certification of Project expenses and final reports, as applicable. All payments made to Grantee shall be subject to review for compliance by SANDAG with the requirements of this Agreement and shall be subject to an audit upon completion of the Project.

B. Project Audit.

For TransNet-funded projects:

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

C. Performance Audit. Grantee agrees to cooperate with SANDAG or ITOC with regard to any performance audit that is performed on the Project pursuant to the *TransNet* Ordinance.

D. Project Closeout. Project closeout occurs when SANDAG notifies Grantee that SANDAG has closed the Project and, if applicable, either forwards the final SGIP funding payment and/or acknowledges that Grantee has remitted the proper refund. Grantee agrees that Project closeout by SANDAG does not invalidate any continuing requirements imposed by the Agreement or any unmet requirements set forth in a written notification from SANDAG.

E. Project Use. Grantee was awarded this Agreement based on representations in its grant application regarding the Project's intended use. If the Project is a capital project, Grantee hereby commits to continued use of the Project for the purposes stated in its application for a period of at least five years after completion of construction. SANDAG may require Grantee to refund SGIP funding provided for the Project in the event Grantee fails to utilize the Project for its intended purposes as stated in the grant application or for any disallowed costs.

XI. TIMELY PROGRESS AND RIGHT OF SANDAG TO TERMINATE

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

B. In the event Grantee encounters difficulty in meeting the Project Schedule or anticipates difficulty in complying with the Project Schedule, Grantee shall immediately notify the SANDAG Project Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this Agreement, including Board Policy No. 035 requirements.

- C. Upon written notice, Grantee agrees that SANDAG may suspend or terminate all or any part of the SGIP funding to be provided for the Project if Grantee has violated the terms of the Agreement, or Board Policy No. 035, or if SANDAG determines that the purpose of the laws or policies authorizing the Project would not be adequately served by the continuation of SGIP funding for the Project.
- D. In general, termination of SGIP funding for the Project will not invalidate obligations properly incurred by Grantee before the termination date to the extent those obligations cannot be canceled. If, however, SANDAG determines that Grantee has willfully misused SGIP funding by failing to make adequate progress, or failing to comply with the terms of the Agreement, SANDAG reserves the right to require Grantee to refund to SANDAG the entire amount of SGIP funding provided for the Project or any lesser amount as SANDAG may determine.
- E. Expiration of any Project time period established in the Project Schedule will not, by itself, automatically constitute an expiration or termination of the Agreement for the Project; however, Grantee must request and SANDAG may agree to amend the Agreement in writing if the Project Schedule will not be met. An amendment to the Project Schedule may be made at the discretion of SANDAG if Grantee's request is consistent with the provisions of Board Policy No. 035.

XII. CIVIL RIGHTS

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

- A. **Nondiscrimination.** SANDAG implements its programs without regard to income level, disability, race, color, and national origin in compliance with the Americans with Disabilities Act and Title VI of the Civil Rights Act. Grantee shall prohibit discrimination on these grounds, notify the public of their rights under these laws, and utilize a process for addressing complaints of discrimination. Furthermore, Grantee shall make the procedures for filing a complaint available to members of the public and will keep a log of all such complaints. Grantee must notify SANDAG immediately if a complaint is lodged that relates to the Project or program funded by this grant.
- B. **Equal Employment Opportunity.** During the performance of this Agreement, Grantee and all of its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, denial of pregnancy disability leave, veteran status, or sexual orientation. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference

and are made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

XIII. OWNERSHIP OF WORK PRODUCT

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

XIV. DISPUTES AND VENUE

- A. Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the State of California.
- B. Dispute Resolution Process.** In the event Grantee has a dispute with SANDAG during the performance of this Agreement, Grantee shall continue to perform unless SANDAG informs Grantee in writing to cease performance. The dispute resolution process for disputes arising under this Agreement shall be as follows:
1. Grantee shall submit a statement of the grounds for the dispute, including all pertinent dates, names of persons involved, and supporting documentation, to the SANDAG Project Manager. The Project Manager and other appropriate SANDAG staff will review the documentation in a timely manner and reply to Grantee within 20 calendar days. Upon receipt of an adverse decision by SANDAG, Grantee may submit a request for reconsideration to the SANDAG Executive Director. The request for reconsideration must be received within ten calendar days from the postmark date of the SANDAG reply. The Executive Director will respond to the request for reconsideration within ten working days. The decision of the Executive Director will be in writing.
 2. If Grantee is dissatisfied with the results following exhaustion of the above dispute resolution procedures, Grantee shall make a written request to SANDAG for appeal to the SANDAG Regional Planning Committee. SANDAG shall respond to a request for mediation within 30 calendar days. The decision of the Regional Planning Committee shall be final.
- C. Venue.** If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, litigation and collection expenses, witness fees, and court costs as determined by the court.

XV. ASSIGNMENT

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

XVI. INSURANCE

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

- A. General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.
- C. Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement" naming SANDAG as an additional insured.
- D. Other Requirements.** Grantee shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by SANDAG, which satisfies the following minimum requirements:
 - 1. An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or
 - 2. A Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.
- E.** Certificates of insurance shall be filed with SANDAG. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under Grantee's insurance. Insurance policies shall not be canceled without first giving 30 days advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

XVII. INDEMNIFICATION AND HOLD HARMLESS

- A. Generally.** With regard to any claim, protest, or litigation arising from or related to Grantee's performance in connection with or incidental to the Project or this Agreement, Grantee agrees to defend, indemnify, protect, and hold SANDAG and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, asserted or established liability for damages or injuries to any person or property, including injury to Grantee's or its subgrantees' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of Grantee and its subgrantees and their agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided,

however, that Grantee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of SANDAG, its Board of Directors, agents, officers, or employees.

- B. Intellectual Property.** Upon request by SANDAG, Grantee agrees to indemnify, save, and hold harmless SANDAG and its Board of Directors, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. Grantee shall not be required to indemnify SANDAG for any such liability caused solely by the wrongful acts of SANDAG employees or agents.

XVIII. INDEPENDENT CONTRACTOR

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

XIX. SEVERABILITY AND INTEGRATION

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

XX. PROJECT MANAGER

Grantee has assigned Steven Dush as the Project Manager for the Project. Project Manager continuity and experience is deemed essential in Grantee's ability to carry out the Project in accordance with the terms of this Agreement. Grantee shall not change the Project Manager without first providing written notice to SANDAG.

XXI. NOTICE

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

SANDAG: San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
Attn: Susan Baldwin/Tracy Wills

Grantee: City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932
Attn: Steven Dush

Notice shall be effective upon receipt thereof.

XXII. SIGNATURES

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

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

SAN DIEGO ASSOCIATION OF GOVERNMENTS

CITY OF IMPERIAL BEACH

Signature on file

Signature on file

 **GARY L. GALLEGOS**
Executive Director

ANDY HALL
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signature on file

Signature on file

Office of General Counsel

JENNIFER LYON
City Attorney

Attachments:

- Scope of Work, Project Schedule, and Approved Project Budget (Attachment A)
- Board Policy No. 035 (Attachment B)
- Project Implementation and Oversight Requirements (Attachment C)
- Quarterly Report and Invoice Forms (Attachment D)
- Recipient Resolution (Attachment E)

ATTACHMENT A

SCOPE OF WORK, PROJECT SCHEDULE, AND APPROVED PROJECT BUDGET

PLANNING/NON-CAPITAL PROJECTS: SCOPE OF WORK, SCHEDULE, AND BUDGET

PROGRAM:

SMART GROWTH INCENTIVE PROGRAM

PART I: PROJECT OVERVIEW

PROJECT TITLE:

Palm Avenue Mixed Use and Commercial Corridor Master Plan West End Sector (Rainbow to Delaware Sector)

PROJECT LIMITS:

Palm Avenue SR-75 West End Sector from Rainbow Drive to Delaware Street

PROJECT SUMMARY:

Build upon the 2009 Palm Avenue Master Plan and the ongoing design and development of street improvement plans (funded by previously-awarded SANDAG grant) for the Palm Avenue Mixed Use and Commercial Corridor Master Plan Project. This project will take the plans from 30% level to 100% construction drawings for the project area (West End Sector). Project details include public right-of-way improvements, traffic calming measures, and significant pedestrian, bicycle, and transit improvements.

PART II: SCOPE OF WORK, SCHEDULE, AND BUDGET

Propose tasks, deliverables, a timeframe, and a budget for implementing the project. The project schedule must be based on "Months from Notice to Proceed."

TASK NO.	TASK DESCRIPTION	DELIVERABLES:	START DATE:	COMPLETION DATE:	DURATION:	TOTAL PROJECT COSTS:
	EXAMPLE TASKS - CHANGE/REMOVE AS NECESSARY PRIOR TO APPLICATION SUBMITTAL					
1	City to Award Consultant Contract	Contract	NTP	Nine Months	One Month	\$ -
2	City to Issue NTP	NTP	NTP	Nine Months	One Week	\$ -
3	Start Preliminary Engineering	Survey Existing Roadway, Design Cross Sections, Pothole Existing Utilities	NTP	Three Months	Two Months	\$52,000
4	Prepare Grading and Improvement Plans	Grading and Improvement Plans	NTP	Thirteen Months	Ten Months	\$ 159,000.00
5	Prepare Utility Plans (Storm Drain and Water)	Storm Drain and Water Plans	NTP	Thirteen Months	Ten Months	\$ 50,000.00
6	Prepare Technical Reports	Hydrology/Drainage, SWDI, SWPPP, and Geotechnical Studies	NTP	Thirteen Months	Ten Months	\$ 43,000.00
7	Prepare Traffic Plans	Traffic Signal, Signing and Striping, and Traffic Control Plans	NTP	Thirteen Months	Ten Months	\$ 84,000.00
8	Prepare Landscape Architecture Plans	Landscaping, Irrigation, and Lighting Plans	NTP	Thirteen Months	Ten Months	\$ 112,000.00
9	First Submittal	Plans and Reports	NTP	4.5 Months	One Day	
10	City Review of First Submittal	City Comments	NTP	5.5 Months	Five Weeks	
11	Respond to City Comments	Revised Plans and Reports	NTP	7 Months	Five Weeks	
12	Second Submittal	Plans and Reports	NTP	7 Months	One Day	
13	City Review of Second Submittal	City Comments	NTP	8.25 Months	Five Weeks	
14	Respond to City Comments	Revised Plans and Reports	NTP	9.5 Months	Six Weeks	
15	Third Submittal	Plans and Reports	NTP	9.5 Months	One Day	
16	City Review of Third Submittal	City Comments	NTP	10.75 Months	Five Weeks	
17	Respond to City Comments	Revised Plans and Reports	NTP	12.25 Months	Six Weeks	
18	Final Submittal	Plans and Reports	NTP	12.25 Months	One Day	
19	City Review and Approval of Final Submittal	City Approval	NTP	22.5 Months	Five Weeks	
				TOTAL		\$ 500,000.00

*Start and Completion dates shall be tracked using "Months from Notice to Proceed [NTP]"

PART III: FUNDING SOURCES

TOTAL PROJECT COST:	\$ 500,000.00
TOTAL GRANT AMOUNT REQUESTED FROM SANDAG:	\$ 400,000.00
TOTAL MATCH AMOUNT THAT WILL BE CONTRIBUTED:	\$ 100,000.00

SANDAG % CONTRIBUTION:	0.8
MATCH % CONTRIBUTION:	0.2

TransNet MPO ID NO.IB17

ATTACHMENT B
BOARD POLICY NO. 035



BOARD POLICY NO. 035

COMPETITIVE GRANT PROGRAM PROCEDURES

Applicability and Purpose of Policy

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

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

Procedures

1. Project Milestone and Completion Deadlines

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

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

1.1.2. Funding for Planning Grants. If the grant will fund planning, the project must be completed according to the schedule provided in the grant agreement, but

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

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

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

2. Project Milestone and Completion Deadline Extensions

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

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

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

2.1.3. If the Executive Director denies an extension request under this Section 2, the grantee may appeal within ten business days of receiving the Executive

Director's response to the responsible Policy Advisory Committee by sending the appeal to the SANDAG Program Manager.

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

3. Project Delays and Extensions in Excess of Six Months

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

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

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

4. Resolution and Execution of the Grant Agreement

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

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

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

4.2 Grantee's authorized representative must execute the grant agreement within 45 days from the date SANDAG presents the grant agreement to the prospective grantee for

execution. Failure to meet the requirements in this Subsection 4.2 may result in revocation of the grant award.

5. Increased Availability of Funding Under this Policy

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

Adopted: January 2010

Amended: November 2014

ATTACHMENT C

PROJECT IMPLEMENTATION AND OVERSIGHT REQUIREMENTS

Capital Grants

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

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

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

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

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

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

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

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

4. Plan Review: Grantee must submit project design drawings and cost estimates (if available) to SANDAG for review and comment at 30 percent, 60 percent, 90 percent, and 100 percent. SANDAG

staff may meet with the Grantee to comment on submitted plans and assure substantial conformance. SANDAG may comment on submitted plans regarding:

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

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

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

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

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

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

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

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

Planning and Non-Capital Grants

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

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

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

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

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

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

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

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

**ATTACHMENT D
QUARTERLY REPORT AND INVOICE FORMS**

***TransNet* SMART GROWTH INCENTIVE PROGRAM AND
TransNet/TDA ACTIVE TRANSPORTATION GRANT PROGRAM
QUARTERLY REPORT**

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

PART 1: DESCRIPTION OF ACTIVITY FOR REPORTING PERIOD

1. Work Accomplished This Reporting Period

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

Example:

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

2. Deliverables Produced This Reporting Period

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

Example:

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

3. Is there an accompanying invoice for this period?

[INSTRUCTIONS: Indicate YES or NO.]

4. Work Anticipated for the Next Reporting Period

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

5. List of Attachments

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

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

Example:

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

PART 2: SCHEDULE AND TASK STATUS

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

PART 3: CHALLENGES, SCHEDULE DELAYS, AND AMENDMENT REQUESTS

Challenges and Actions Toward Resolution (If applicable)

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

No amendment requested at this time

Amendment requested to*:

Project Schedule

Project Budget

Scope of Work

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

PART 4: PROJECT STATUS REPORT SIGNATURE

Prepared by _____ Date: _____
Project Manager

INVOICE INSTRUCTIONS

Step 1: Complete the Quarterly Progress Report.

Reimbursements cannot be made without a completed Quarterly Progress Report.

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

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

Staff Costs should be supported by certified payroll documentation

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

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

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

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

Step 3: Complete the Expense Summary.

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

Confirm that you have the adequate documentation.

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

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

Step 4: Complete the Invoice Statement.

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

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

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

sgatgrants@sandag.org

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

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

Submit supporting documentation in PDF form.

Submit the completed Excel workbook.

Files in excess of 6MB should be submitted via:

<https://sandag.wetransfer.com>

PART 1: STAFF COSTS

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

[INSERT ADDITIONAL LINES AS NEEDED]

PART 2: CONSULTANT/CONTRACTOR COSTS

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

[INSERT ADDITIONAL LINES AS NEEDED]

PART 3: OTHER COSTS

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

[INSERT ADDITIONAL LINES AS NEEDED]

TRANSNET SMART GROWTH INCENTIVE PROGRAM INVOICE

To: **SUCHI MUKHERJEE** Project Name: [PROJECT NAME]
SANDAG Contract Number: 500XXX
 401 B Street, Suite 800
 San Diego, CA 92101-4231

From: Name Grant Invoice Number: #
 Address Billing Period: FROM TO
 Invoice Date: DATE

Grant Award: \$0.00
 Balance Remaining \$0.00

TASK	Previous Balance			Current MM/DD/YYYY to MM/DD/YYYY			Total Expenses	SANDAG Total	Match Spent
	Reimbursed to Date	Match to Date	Total to Date	Staff Costs	Consultant or Contractor Costs	Other Costs	This Invoice	This Invoice	This Invoice
1 RFP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Existing Conditions Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Public Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Draft Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Final Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Current Expenditures:									\$0.00
Total Amount Due this Invoice:									\$0.00
Less 10% Retention:									\$0.00
Match % Met to Date:									#DIV/0!

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

CERTIFICATION OF GRANTEE

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

Signature

Printed Name and Title

Date

ATTACHEMENT E
RECIPIENT RESOLUTION

RESOLUTION NO. 2015-7553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE FILING OF AN APPLICATION FOR A SMART GROWTH INCENTIVE PROGRAM GRANT FUNDS THROUGH THE SAN DIEGO ASSOCIATION OF GOVERNMENTS FOR THE PALM AVENUE MIXED-USE & COMMERCIAL CORRIDOR MASTER PLAN WEST END SECTOR CONSTRUCTION DRAWINGS, AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, \$12 million of *TransNet* funding for capital and planning Smart Growth Incentive Program projects is available to local jurisdictions and the County of San Diego from Fiscal Years 2014-2016; and

WHEREAS, the City of Imperial Beach wishes to receive \$400,000 in Smart Growth Incentive Program funds for the Palm Avenue Mixed Use & Commercial Corridor Master Plan West End Sector Construction Drawings (the "Project"); and

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

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

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Imperial Beach that City of Imperial Beach staff is authorized to submit an application to SANDAG for the *TransNet* Smart Growth Incentive Program funding in the amount of \$400,000 for the Project; and

BE IT FURTHER RESOLVED that, if a grant award is made by SANDAG to fund the Palm Avenue Mixed Use & Commercial Corridor Master Plan West End Sector Construction Drawings, the City of Imperial Beach commits to providing \$100,000 in matching funds and authorizes City of Imperial Beach staff to accept the grant funds, execute the grant agreement with no exceptions in substantially the same form as provided by SANDAG, and complete the Project.

BE IT FURTHER RESOLVED that the City of Imperial Beach agrees to indemnify, hold harmless, and defend SANDAG, the San Diego County Regional Transportation Commission, and all officers and employees thereof against all causes of action or claims related to the City of Imperial Beach's *TransNet* funded projects.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of March 2015, by the following roll call vote:

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

Signature on file

SERGE DEDINA, MAYOR

ATTEST:

Signature on file

JACQUELINE M. HALD, MMC
CITY CLERK

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 20, 2016
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT *SI*
SUBJECT: VACANT SEACOAST LOT ACTIVATION

EXECUTIVE SUMMARY:

On March 22, 2016, the City conducted an open house on the vacant Lissoy property located on Seacoast Drive. There was an enormous amount of interest and participation from residents and passer-byers. The objective of the open house was to receive ideas from the citizens on ways to activate this property until it becomes developed. Staff has summarized the ideas received and placed the ideas into general categories (attachment 1). Staff has identified, from the citizen generated ideas, Activation Phases, that could most pragmatically be implemented given the resource and time constraints and is requesting Council input on the implementation of the ideas.

FISCAL ANALYSIS: Various city departments and resources will be necessary to execute the improvements to this vacant lot and the impact to the community resulting from the enhancement and activation of this space will be aesthetic, economic, safety, and social. Many of the resources and improvements may be achieved through routine work tasks while others will require monetary resources, which are not specifically budgeted, although the City has received a \$10,000 donation from IB Beautiful for these efforts with additional donations expected.

RECOMMENDATION:

Staff recommends that the City Council receive this report and provide recommendations on the specific implementation ideas defined in proposed Phase I and Phase II Activation.

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:

The ability to utilize and activate the vacant lot provides a unique opportunity to transform a space and stitch it into the fabric of the community that will enhance the streetscape, provide for

enhanced economic activity, places “eyes on the street” that can aid in reducing nefarious activity, and provides an additional gathering space that can be programmed for social activities. These benefits can be achieved in a number of different ways and in this case must be thoughtfully identified as the property activation is constrained as it is not owned by the City nor is the duration of the City’s ability to use the space indefinite and there is not a specific budget. With these constraints as a backdrop, staff has identified a number of the citizen generated ideas as Phase I Activation, which may be pragmatically implemented given the identified constraints while still achieving the aforementioned positive community impacts.

Phase I Activation

Capital Inputs

Tables; Benches; Fitness Equipment; Dog Waste Station; Trash Cans.

Programming Inputs¹

Uses not requiring additional capital inputs such as:

IB Business Expos
Special Events

Phase II Activation

Capital Inputs

Flex Space Enhancement – the creation of a “deck/platform” that could accommodate uses/programming that require a different surface than the existing condition of the site or those identified in Phase I.

Programming Inputs

Yoga
Food Pods²

Staff would anticipate the implementation of the Phase I Capital Inputs to occur over the course of the next few months with Phase II occurring pending additional financial resources being donated. The Programming input implementation will vary depending upon the type of event and the resources, both time and money, necessary to achieve.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Community Ideas Table

¹ Programming the space is not a function that the City will perform other than City Events such as a community meeting. Programming will require assistance from the business community to initiate with the City to assist in facilitation and permitting.

² A food Pod is a smaller “food truck like” use.

COMMUNITY IDEAS FOR LASOY SITE ON MARCH 22
 IMPERIAL BEACH LASOY SITE

<u>Businesses</u>	<u>(1)</u>	<u>Park/</u> <u>Park Amenities</u>	<u>(1)</u>	<u>Games</u>	<u>(1)</u>	<u>Art</u>	<u>(1)</u>	<u>Safety</u>	<u>(1)</u>	<u>Garden</u>	<u>(1)</u>	<u>Misc.</u>	<u>(1)</u>
Starbucks	II	Tables	III	Bocce ball	II	Flag pole	I	Fences		Sculpture	II	Amphitheater	
Food trucks	IIII	BBQ	I	Horse shoe		Mural	II	Trash cans	II	Meditation garden	I	Avenue for concerts	
Pop-up businesses		Benches	III	Ping pong (cement tables)	I	Local artist wall	I	Signs	I	Plant wall		History of IB Kiosk	I
Food pods		Poop Bags		Pickle ball		Water fountain		Art Fence		Community garden	II	IB information wall	
Coffee park		Fence for dog park		Game tables	II	rotating art event						Parking lot/Garage	
IB Business (Mini events)		Signs	I									Cimbing wall	I
Yoga space store		Skate park	II									Bike path	
Surfboard storage		Dog park	IIII										
Local coffee	I	Water park											
Farmers Market	I	Kids park											
Juice bar		Fitness park	IIIIII										
Gift shop		Shade	II										
Food Co-op		Hammock	II										
		Mini-golf											
		tennis court											

(1) ENDORSEMENT RECEIVED FROM COMMUNITY

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**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 20, 2016
ORIGINATING DEPT.: PUBLIC WORKS *Waf*
SUBJECT: RESOLUTION NO. 2016-7698 APPROVING THE APPLICATION FOR AN ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT FOR COMPLETE STREETS IMPROVEMENTS TO IMPERIAL BEACH BOULEVARD AND APPROPRIATING \$16,950 FOR CITY ENGINEER TO PREPARE AND SUBMIT THE GRANT APPLICATION

EXECUTIVE SUMMARY:

Approval of Resolution No. 2016-7698 will authorize City staff to contract with NV5 (City Engineer) to prepare a scope of work and submit an application for an Active Transportation Program (ATP) grant. The ATP Grant was established by the State of California to encourage use of active modes of transportation by achieving the following goals: 1) increase the proportion of trips accomplished by biking and walking; 2) increase safety and mobility for non-motorized users; 3) achieve greenhouse gas (GHG) reduction goals; 4) ensure that disadvantaged communities fully share in the benefits of the program; and 5) provide a broad spectrum of projects to benefit many types of active transportation users.

Proposals are due to the State of California June 15, 2016.

FISCAL ANALYSIS:

The City Engineer has been invited to prepare the grant application for the City. Their proposal for this work is \$16,950.

(Cost/effect to budget) This project proposal would require an appropriation of \$16,950 from the Gas Tax Reserve. Current Gas Tax Reserve is \$1,064,000 at the end of FY 2016 assuming all projects with obligated funds are completed by June 30, 2016.

RECOMMENDATION:

Adopt Resolution No. 2016-7698 if City Council is in favor of improving Imperial Beach Blvd, (Seacoast Drive to Connecticut Street) to Complete Streets design.

OPTIONS:

- Adopt Resolution No. 2016-7698 authorizing staff to prepare and submit an ATP Grant application for the conversion of Imperial Beach Blvd. to a Complete Streets design. Adopting Resolution No. 2016-7698 will also appropriate \$16,950 from unobligated Gas Tax Reserve

- Reject Resolution No. 2016-7698 indicating that there is no interest at this time to convert Imperial Beach Blvd. to a Complete Streets design.
- Request additional information and an additional report.

BACKGROUND/ANALYSIS:

The two-year Environmental Justice Grant (Imperial Beach: Let's Move Together) study completed and approved by City Council in January 2013 identified improvements in pedestrian and bicycle safety on Imperial Beach Blvd. as a priority item for school children safety. Staff was directed to continue working toward improvements in these conditions on Imperial Beach Blvd. Several improvements have been made for pedestrian safety, particularly with the installation of push button activated signal cross walks at Loudon Lane, Sports Park Recreation Center, and City Hall. Staff believes other significant improvements can be made through a project funded with the ATP grant and cooperation of the adjacent school district schools. Those improvements could include:

- A Class II bikeway on each side of Imperial Beach Blvd.
- Parking on both sides of the street.
- Wider sidewalk along the north side, adjacent to the schools.
- LID improvements along the project perimeter to the maximum extent practicable (to improve street water runoff infiltration).
- new asphalt roadway surface
- new upgraded fencing adjacent to the school boundaries

Staff believes these objectives are consistent with the ATP Grant purposes. If City Council is interested in considering these improvements to Imperial Beach Blvd. in the near future an application for the ATP grant is a viable funding source.

The City has received ATP grants in recent years that have made or will make marked improvements in active transportation within the City. These projects include Bikeway Village (including 13th Street bike lanes), Palm Avenue (3rd to 7th Streets) Complete streets project; Elm Avenue (Seacoast Drive to 7th Street) Improvements (currently advertised for bids); and State Route 75 (7th Street to Rainbow Drive).

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7698
2. NV5 Letter dated April 8, 2016 – Proposal for Imperial Beach Boulevard Active Transportation Program Application

RESOLUTION NO. 2016-7698**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE APPLICATION FOR AN ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT FOR COMPLETE STREETS IMPROVEMENTS TO IMPERIAL BEACH BOULEVARD AND APPROPRIATING \$16,950 FOR CITY ENGINEER TO PREPARE AND SUBMIT THE GRANT APPLICATION**

WHEREAS, the Active Transportation Program Grant (ATP) was established to fund projects or programs by the State of California to encourage use of active modes of transportation within communities; and

WHEREAS, the next round of grant proposals are due not later than June, 15, 2016; and

WHEREAS, the two-year Environmental Justice Grant (Imperial Beach: Let's Move Together) study completed and approved by City Council in January 2013 identified improvements in pedestrian and bicycle safety on Imperial Beach Blvd. as a priority item for school children safety; and

WHEREAS, City Council directed staff to continue working toward improvements in these conditions on Imperial Beach Boulevard; and

WHEREAS, staff believes the objectives of the Environmental Justice Grant study regarding Imperial Beach Boulevard would be enabled through a "Complete Streets" project funded with the ATP grant; and

WHEREAS, the scope of work funded through the ATP grant would consist of improvements listed herein:

- A single lane in each direction with a center turn lane (as currently exists).
- A Class II bikeway on each side of Imperial Beach Blvd.
- Parking on both sides of the street.
- Wider sidewalk along the north side, adjacent to the schools.
- LID improvements along the project perimeter to the maximum extent practicable (to improve street water runoff infiltration).
- new asphalt roadway surface
- new upgraded fencing adjacent to the school boundaries; and

WHEREAS, the City Engineer, NV5, has submitted a proposal to prepare a scope of work and an ATP grant proposal for a "Complete Streets" construction project on Imperial Beach Boulevard at a cost of \$16,950; and

WHEREAS, there are sufficient funds in the Unobligated Gas Tax Reserve to cover the cost of the grant preparation by NV5.

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

1. The above recitals are true and correct.
2. This legislative body supports constructing a Complete Streets project on Imperial Beach Boulevard consistent with the objective listed herein.
3. This legislative body authorizes the submission of an ATP grant for this grant cycle for a "Complete Streets" project on Imperial Beach Boulevard (Seacoast Drive to Connecticut Street).
4. This legislative body appropriates \$16,950 from the Unobligated Gas Tax Reserve to

NV5 for the purpose of preparing the Imperial Beach Boulevard "Complete Streets" project ATP grant application.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of April 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

April 8, 2016

Mr. H.A. "Hank" Levien
City of Imperial Beach, Public Works Department
495 10th Street
Imperial Beach, CA 92010

Subject: Proposal for Imperial Beach Boulevard Active Transportation Program Grant Application

Dear Hank:

In response to your request, NV5, Inc. is pleased to submit this proposal to the City of Imperial Beach to provide grant application services for an Active Transportation Program (ATP) grant for the conversion of Imperial Beach Boulevard between Seacoast Drive and Connecticut Street to a "complete streets" design, including:

- A single lane in each direction with a center turn lane.
- A Class II bikeway on each side of Imperial Beach Blvd.
- Parking on both sides of the street.
- Wider sidewalk along the north side, adjacent to the schools.
- LID improvements along the project perimeter to the maximum extent practicable.

I. SCOPE OF SERVICES:

A. Concept Development:

NV5 will prepare concept plans that can be used as part of the grant application. This will include use of publicly available aerial photographs as a base. As site visit will be performed to confirm other potential issues that may not be obvious from the aerial photography. New surveying or base mapping is not proposed as part of this task. The concept plans will be prepared to 11" x 17" size and will include general notes on the improvements to be completed as part of the project. A conceptual level cost estimate will be prepared that includes the sidewalk, new curb, lane reconfiguration and associated striping, demolition, and LID improvements.

B. Meetings:

NV5 will attend up to two coordination meetings with the client to discuss conceptual design options.

C. Grant Application:

NV5 will prepare the ATP grant application based on the latest guidelines for submittal prior to the June 15, 2016 deadline. NV5 will reach out the High School, Elementary School, and other regional stakeholders to obtain letters of support. It is anticipated that this will involve at least one meeting with the South Bay Unified School District, one meeting with other stakeholders, phone calls and coordination including preparation of draft letters of support for the stakeholders to sign. NV5 will submit a draft application for the City to review not less than one week prior to the submittal deadline. After incorporating the City's comments, the final package will be submitted to the State. NV5 will be available to answer questions during the application review process. If selected for a grant, NV5 will seek a separate authorization to administer the project paperwork.

Mr. Hank Levien
April 8, 2016
Page 2

D. Project Management:

NV5 will provide a dedicated project manager to manage scope, schedule and budget for the project. This task includes quality control and quality assurance of the grant package.

II. ADDITIONAL SERVICES:

If requested by the City, NV5 will provide the following Additional Services, beyond the basic services included in Section I, Scope of Services, on a Time and Material Basis:

- A. Attendance at additional meetings beyond those specifically identified in Section I, Scope of Services.
- B. Any additional project related services not specifically included in Section I, Scope of Services.

III. CLIENT FURNISHED SERVICES:

It is our understanding that the City will provide the following services or information:

- A. Copies of all relevant reports, studies, drawings, correspondences, and or relevant project information or data.
- B. Assign one person to serve as the City's project manager who has the authority to represent the City and will serve as the point of interface for all project issues and communications.

IV. FEES AND CONDITIONS

The services described in Section I, Scope of Services will be provided on a lump sum basis, with the estimated total cost amounting to \$16,950 in accordance with our fee schedule.

We appreciate the opportunity to offer this proposal. If you have any questions, please contact myself at 858.385.2131. Thank you for the opportunity to provide these services.

Sincerely,

Signature on file

Carmen C. Kasner, PE
Regional Chief Executive

NV5

OFFICES NATIONWIDE

CONSTRUCTION QUALITY ASSURANCE • INFRASTRUCTURE • ENERGY • PROGRAM MANAGEMENT • ENVIRONMENTAL