A G E N D A

CITY OF CORONADO CITY COUNCIL/ THE CITY OF CORONADO ACTING AS THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CORONADO

Tuesday, June 16, 2015

Coronado City Hall Council Chambers
1825 Strand Way
Coronado, California 92118

CLOSED SESSION SPECIAL MEETING 3:30 P.M.
REGULAR MEETING – 4 P.M.

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CALL TO ORDER / ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION

1. CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATOR
AUTHORITY: Government Code Section 54957.6
CITY NEGOTIATORS: Blair King, City Manager; Leslie Suelter, Director of Administrative Services; Johanna Canlas, City Attorney
EMPLOYEE ORGANIZATION: Part-Time, Temporary Employees

2. CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATORS
AUTHORITY: Government Code 54957.6
CITY NEGOTIATORS: Blair King, City Manager
POSITION: City Attorney

3. <u>COMMUNICATIONS - ORAL</u>: Each person wishing to speak before the City Council on only matters listed on this agenda shall approach the City Council, give their name, and limit their presentation to 3 minutes.

ADJOURN TO CLOSED SESSION

RECONVENE AND ANNOUNCE ACTION

AS A COURTESY TO OTHERS, PLEASE SILENCE CELL PHONES

REGULAR MEETING (SA items are denoted by an *.) – 4 P.M.

1. CALL TO ORDER / ROLL CALL.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

*3. MINUTES OF CITY COUNCIL/SUCCESSOR AGENCY: Approval of the minutes of the Regular meeting of June 2, 2015.

4. CEREMONIAL PRESENTATIONS: None.

5. CONSENT CALENDAR: All items listed under this section are considered to be routine and will be acted upon with one motion. There will be no separate discussion of these items unless a member of the City Council or the public so requests, in which event, the item will be considered separately in its normal sequence.

a. Approval of Reading by Title and Waiver of Reading in Full of Ordinances on this Agenda. (Pg 1)
Recommendation: Approve the reading by title and waive the reading in full of all Ordinances on the agenda.

*b. Review and Approve that the Warrants, as Certified by the City/Agency Treasurer, are all Correct, Just, and Conform to the Approved Budget for FY 2014-2015. (Pg 3)
Recommendation: Approve the Warrants as certified by the City/Agency Treasurer.

c. Accept the Electric Vehicle Charging Stations Project and Direct the City Clerk to File a Notice of Completion. (Pg 51)
Recommendation: Accept the Electric Vehicle (EV) Charging Stations project and direct the City Clerk to file a Notice of Completion.

d. Approval of Professional Services Agreement with McKee Asset Management to Provide Affordable Housing Property Management Services for the City of Coronado Acting as the Successor Housing Agency and Authorize the City Manager to Execute the Contract. (Pg 53)
Recommendation: Authorize the City Manager to execute the Agreement.

e. Authorization for the City Manager to Enter into a Professional Engineering Design Services Contract with Psomas for a Fee of $98,000 for the FY 2014/15 Street, Curb and Gutter Improvements on Portions of Second Street, Encino Row, Glorietta Place, and Ocean Court. (Pg 59)
Recommendation: Authorize the City Manager to execute an agreement with Psomas for a fee of $98,000 for the design of the FY 2014/15 Street, Curb, and Gutter Improvement project.

f. Authorization for the City Manager to Enter into an Agreement with Higher Grounds Enterprises LLC to Operate the Coffee Cart Concession at the Coronado Public Library and Issue a Permit for Use of City Property for Commercial Activity. (Pg 71)
Recommendation: Authorize the City Manager to execute the Agreement and issue the Permit.

g. Authorization for the City Manager to Execute Purchase Agreements for an Amount Not to Exceed $264,500 through Cooperative Purchasing Programs for the Following Vehicles and Equipment: One Ford Transit 12-Passenger Wagon; Three Chevrolet Colorado Trucks; and One Portable Pump. (Pg 93)
Recommendation: Authorize the City Manager to execute the purchase agreements for an amount not to exceed $264,500 in order to replace four vehicles and one portable pump which are programmed for replacement in the current FY 2014-15 and the adopted FY 2015-16 Vehicle and Equipment Replacement (VER) Fund 135 and the FY 2014-15 Wastewater Operations Fund 510.

h. Award of Contract for Tennis Court Repair Project to Pacific Tennis Courts, Inc. in the Amount of $162,188 and Appropriation of an Additional $52,000 for the Project. (Pg 109)
Recommendation: (1) Award a contract to Pacific Tennis Courts, Inc. in the amount of $162,188 for construction of the Tennis Court Repair project and (2) allocate an additional $52,000 to the project from the Capital Improvement Program's (CIP) General Fund.

i. Approve the Recommendation of the Cultural Arts Commission to Implement the CC125 Wrapped Utility Box Public Art Project and Direct the City Manager to Enter into an Agreement with SDG&E for the City to Maintain the Boxes. (Pg 113)
Recommendation: Approve the recommendation of the CAC to implement the CC125 Wrapped Utility Box Public Art project and direct the City Manager to enter into an agreement with SDG&E for the City to maintain the wraps on the boxes utilized in this project, including replacement installation and/or reapplication/removal as necessary.

j. Briefing on Plans for 2015 Fourth of July Celebration. (Pg 125)
Recommendation: Receive the operations plan for the Fourth of July and provide direction to staff as appropriate.

k. Confirmation of Request for Qualifications Process Used for Professional Civil Engineering Consultants and Authorization to Enter into an As-Needed Contract with Atkins North America. (Pg 129)
Recommendation: Confirm the Request for Qualifications (RFQ) process utilized by staff and enter into an as-needed consultant contract with Atkins North America which will allow staff to negotiate fees based on the scope of services on individual projects for which they have demonstrated competence and professional qualifications.

l. Adoption of a Resolution Approving the Updated Personnel Authorization and Compensation Plan for Fiscal Year 2015-16 and Authorizing the Execution of Successor Memoranda of Understanding with the Coronado Firefighters' Association and the Coronado Police Officers' Association. (Pg 133)
Recommendation: Adopt "A Resolution of the City Council of the City of Coronado Adopting its Personnel Authorization and Compensation Plan for Fiscal Year 2015-16 and Authorizing the Execution of Successor Memoranda of Understanding with the Coronado Firefighters' Association and the Coronado Police Officers' Association."

m. Special City Council Meeting for Tuesday, June 23, at 12 p.m. to Further Discuss the City Council's Direction and Concerns with Regard to Third and Fourth Streets Traffic Speeds. (Pg 229)
Recommendation: Call a Special City Council Meeting for Tuesday, June 23, at 12 p.m.

6. COMMUNICATIONS - ORAL: Each person wishing to speak before the City Council on any matter shall approach the City Council, give their name, and limit their presentation to 3 minutes. State law generally precludes the City Council from discussing or acting upon any topic initially presented during oral communication. (ORAL COMMUNICATIONS WILL BE LIMITED TO A TOTAL OF 10 MINUTES; ANY FURTHER COMMUNICATIONS WILL BE HEARD PRIOR TO THE MEETING ADJOURNMENT)

7. CITY MANAGER/EXECUTIVE DIRECTOR:
a. Update on Council Directed Actions and Citizen Inquiries. (Informational Item)

8. PUBLIC HEARINGS:
a. Public Hearing: Proposition 218 Protest Hearing for Adoption of a Resolution of the City Council of the City of Coronado Adopting Proposed Rate Adjustments for Solid Waste and Recycling. (Pg 231)
Recommendation: 1) Hold the Proposition 218 protest hearing; and 2) adopt "A Resolution of the City Council of the City of Coronado Approving the Rate Adjustments for Solid Waste and Recycling Services."

b. Public Hearing: Adoption of a Resolution Approving a Two-Lot Tentative Parcel Map to Allow for Condominium Ownership of Four Residential Units for the Property Addressed as 949–953 E Avenue in the R-3 (Multiple Family Residential) Zone (PC 2015-08 Falletta, Tony). (Pg 243)
Planning Commission Recommendation: Adopt "A Resolution of the City Council of the City of Coronado Approving a Two-Lot Tentative Parcel Map to Allow for Condominium Ownership of Four Residential Units for the Property Legally Described as Lots 33 and 34, Block 36, Map 376 CBSI, Addressed as 949 – 953 E Avenue, Coronado, California."

c. Public Hearing: Adoption of a Resolution Approving a One-Lot Tentative Parcel Map to Allow for Condominium Ownership of Three Residential Units for the Property Addressed as 924 E Avenue in the R-3 (Multiple Family Residential) Zone (PC 2015-09 Nado Partners LLC). (Pg 255)
Planning Commission Recommendation: Adopt "A Resolution of the City Council of the City of Coronado Approving a One-Lot Tentative Parcel Map to Allow for Condominium Ownership of Three Residential Units for the Property Legally Described as Lot 13 and portion of Lot 14, Block 36, Map 376 CBSI, Addressed as 924 E Avenue, Coronado, California."

d. Public Hearing: Second Reading – Adoption of an Ordinance of the City Council of the City of Coronado, California Amending Chapter 16.14 of the Coronado Municipal Code Incorporating and Establishing the Coronado Tourism Improvement District II (CTID II); Fixing the Boundaries Thereof; Providing for the Levy of an Assessment to be Paid by Designated Hotels Therein; and Providing for the Establishment of an Advisory Board. (Pg 269)
Recommendation: Hold the public hearing and adopt "An Ordinance of the City of Coronado, California Amending Chapter 16.14 of the Coronado Municipal Code Incorporating and Establishing the Coronado Tourism Improvement District II (CTID II); Fixing the Boundaries Thereof; Providing for the Levy of an Assessment to be Paid by Designated Hotels Therein; and Providing for the Establishment of an Advisory Board"; direct the City Clerk to read the title of the ordinance and publish the ordinance in accordance with state law.

9. ADMINISTRATIVE HEARINGS: None.

10. COMMISSION AND COMMITTEE REPORTS: None.

11. CITY COUNCIL:
a. Council Reports on Inter-Agency Committee and Board Assignments. (Questions allowed to clarify but no responses, discussion or action.) (Pg 279)

b. Adoption of a Resolution of the City Council of the City of Coronado, California, Creating the Coronado Tourism Improvement District II Advisory Board and Appointing its Initial Members; and Authorizing the City Manager to Execute a Special Services Agreement with the Coronado Tourism Improvement District for Management of the New District. (Pg 285)
Recommendation: Adopt "A Resolution of the City Council of the City of Coronado, California, to Form the Coronado Tourism Improvement District II Advisory Board"; and Authorize the City Manager to execute a Special Services Agreement with the Coronado Tourism Improvement District to manage the *new* District.

c. Approve the Initial Concept Plan for Ingress Modifications and Parking Reconfiguration along Prospect Place, Soledad Place, and Third Street in Support of Sharp Coronado Hospital's Community Access Improvements and Direct Staff to Facilitate the Development of an Amended Encroachment Plan for City Council Consideration. (Pg 327)
Recommendation: Approve staff to work with Sharp Coronado Hospital to finalize the design of access and parking improvements at Sharp Coronado Hospital including a reconfiguration of Prospect Place, Soledad Place, and installation of angled parking on Third Street.

d. Review of National Pollution Discharge Elimination System (NPDES) Permit No. CAS0109266, Order No. R9-2013-0001 Compliance Documents for Submittal to San Diego Regional Water Quality Control Board (Regional Board). (Pg 347)
Recommendation: Accept the documents for the June 26, 2015, submittal to the Regional Board.

e. Approval of Wayfinding Signage Program for Vehicles, Bicycles, and Pedestrians. (Pg 357)
Recommendation: Approve Wayfinding Signage Program as proposed and direct staff to proceed with bidding the project for fabrication and installation.

f. Approval of the Third Amendment to the City Manager Employment Agreement with Blair King Related to Compensation and Benefits. (Pg 361)
Recommendation: Authorize the Mayor to execute an amendment to the City Manager Employment Agreement.

g. Approve the First Amendment to the Agreement for City Attorney Services. (Pg 365)
Recommendation: Approve the First Amendment to the City Attorney Services Agreement and authorize the City Manager to execute the amendment.

12. CITY ATTORNEY: No report.

13. COMMUNICATIONS - WRITTEN: None.

14. ADJOURNMENT

A COPY OF THE AGENDA WITH THE BACKGROUND MATERIAL IS AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF THE CITY CLERK AT CITY HALL, AT THE PUBLIC LIBRARY OR ON OUR WEBSITE AT
www.coronado.ca.us

Writings and documents regarding an agenda item on an open session meeting, received after official posting and distributed to the Council for consideration, will be made available for public viewing at the City Clerk's Office at City Hall, 1825 Strand Way, during normal business hours. Materials submitted for consideration should be forwarded to the City Clerk's Office at cityclerk@coronado.ca.us.

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MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CORONADO/ THE CITY OF CORONADO ACTING AS THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF CORONADO

Coronado City Hall
1825 Strand Way
Coronado, CA 92118
Tuesday, June 2, 2015

DRAFT

CALL TO ORDER / ROLL CALL

Mayor Tanaka called the Closed Session meeting to order at 3:18 p.m.

Councilmember Downey was absent at roll call.

ANNOUNCEMENT OF CLOSED SESSION

1. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
AUTHORITY: Pursuant to Government Code Section 54956.9(a)
NAME OF CASE: James Blinn v. City of Coronado
WCAB No. ADJ6870801

2. CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATOR
AUTHORITY: Government Code Section 54957.6
CITY NEGOTIATORS: Blair King, City Manager; Johanna Canlas, City Attorney
EMPLOYEE ORGANIZATION: Executive Employees

3. CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION
AUTHORITY: Government Code Section 54957(b)
TITLE: City Manager and City Attorney

3

4. <u>COMMUNICATIONS – ORAL:</u> None

The meeting adjourned to Closed Session at 3:19 pm.

Councilmember Downey joined the Closed Session meeting at 3:20 pm.

The meeting reconvened at 4 p.m. Mayor Tanaka announced that direction was given and there was no reportable action.

Mayor Tanaka called the regular meeting to order at 4 p.m.

1. ROLL CALL:

Present: Councilmembers/Agency Members Bailey, Downey, Sandke, Woiwode and Mayor Tanaka

Absent: None

Also Present: City Manager/Agency Executive Director Blair King
City Attorney/Agency Counsel Johanna Canlas
City Clerk/Agency Secretary Mary Clifford

2. INVOCATION AND PLEDGE OF ALLEGIANCE. Floyd Ross provided the invocation and Mayor Tanaka led the Pledge of Allegiance.

3. MINUTES: Approval of the minutes of the Regular Meeting of the City Council/the City Council Acting as the Successor Agency of May 19, 2015.

MSUC **(Downey/Bailey) moved to approve the minutes of the Regular Meeting of the City Council/the City Council Acting as the Successor Agency of May 19, 2015, as submitted. The minutes were so approved. The reading of the minutes in their entirety was unanimously waived.**

AYES: **Bailey, Downey, Sandke, Woiwode, Tanaka**
NAYS: **None**
ABSTAINING: **None**
ABSENT: **None**

4. CEREMONIAL PRESENTATIONS: None.

5. CONSENT CALENDAR: The City Council approved, adopted and/or accepted as one item of business Consent Agenda Items 5a through 5j.

Councilmember Downey asked a question on Item 5e. This project came up while she was not on the City Council. The staff report says it is all being paid by insurance. Why is insurance covering this?

City Manager Blair King explained that except for a small deductible, insurance is covering it as a claim against the condition of the roof as a defect.

Harold Myers commented on Item 5h. The last time this was up it had to do with the monies for moving the railcar. He does not know if that is what this is about. There is no way for him to know whether this is the topic or not. The wording is insufficient. It does not specify what the two grants would be for. If the two grants are not related in any way, they should be separate agenda items. He asked that the item be removed from the meeting today completely and be noticed properly for the next meeting.

Mayor Tanaka asked the City Attorney if she believes that Item 5h is properly noticed and agendized.

City Attorney Johanna Canlas responded that in this particular case it is sufficient to know that there is going to be an application to the County and that is what the agenda item is asking the Council to authorize. The staff report provides that it is in fact for the 125th Anniversary Celebration and the Silver Strand State Park fencing project.

Mr. Meyers again stated that is not on the posted agenda.

Mayor Tanaka asked the City Attorney, in light of Mr. Meyers' comments, whether she believes this is or is not properly noticed.

Ms. Canlas responded that it is sufficient to inform the public what is being considered. It is properly noticed.

MSUC **(Downey/Sandke) moved that the City Council approve the Consent Calendar Items 5a through 5j.**

AYES:	**Bailey, Downey, Sandke, Woiwode, Tanaka**
NAYS:	**None**
ABSTAINING:	**None**
ABSENT:	**None**

5a. <u>Approval of Reading by Title and Waiver of Reading in Full of Ordinances on this Agenda.</u> The City Council waived the reading of the full text and approved the reading of the title only.

5b. <u>Review and Approve that the Warrants, as Certified by the City/Agency Treasurer, are all Correct and Just, and Conform to the Approved Budgets for FY 2014-2015.</u> The City Council approved payment of City warrant Nos. 10106959 thru 10107175. **The City Council approved the warrants as certified by the City/Agency Treasurer.**

5c. <u>Filing of the Treasurer's Reports on Investments for the City and the Successor Agency to the Community Development Agency for the City of Coronado for the Quarter Ending March 31, 2015.</u> The City Council examined the quarterly Reports on Investments and ordered them filed.

5d. <u>Award of a Janitorial Services Contract to Aztec Landscaping, Inc. for a Maintenance Base Bid of $324,000, Authorize the City Manager to Execute the Contract, and Authorize the Use of up to 75% of the Bid Savings to Enter into a Professional Services</u>

Contract for Quality Assurance/Quality Control (QA/QC) Consulting Services for the Janitorial Services Contract. The City Council: 1) authorized the City Manager to execute a janitorial contract with Aztec Landscaping, Inc. for a maintenance base bid of $324,000 and competitive hourly rates for additional services, on an as-needed basis, for most City facilities; 2) authorized staff to allocate funds for Quality Assurance/Quality Control (QA/QC) professional services to provide janitorial contract performance oversight; and 3) awarded a QA/QC one-year base contract, with four option years, at no greater than $75,000 to the most qualified contractor.

5e. Accept the Coronado Golf Course Cart Barn Truss Repair Project and Directed the City Clerk to File a Notice of Completion. The City accepted the Coronado Golf Course Cart Barn Truss Repair project and directed the City Clerk to file a Notice of Completion.

5f. Adoption of a Resolution of the City Council of the City of Coronado to Establish Prequalification Procedures for the Senior Activity Project; Approve the Form of a Prequalification Questionnaire; Adopt a Uniform System of Rating Bidders; Create an Appeal Procedure; and Approve such other Documents as Necessary to Comply with State Law. The City Council adopted A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO TO ESTABLISH PREQUALIFICATION PROCEDURES FOR THE SENIOR ACTIVITY CENTER PROJECT; APPROVE THE FORM OF A PREQUALIFICATION QUESTIONNAIRE; ADOPT A UNIFORM SYSTEM OF RATING BIDDERS; CREATE AN APPEAL PROCEDURE; AND APPROVE SUCH OTHER DOCUMENTS AS NECESSARY TO COMPLY WITH STATE LAW. The Resolution was read by title, the reading in its entirety unanimously waived and adopted by City Council as RESOLUTION NO. 8746.

5g. Adoption of a Resolution Authorizing a Lump-Sum Payment of $5 Million to CalPERS toward the Accrued Liability for the City's Safety Employee Retirement Plan. The City Council adopted A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO AUTHORIZING A LUMP-SUM PAYMENT OF $5 MILLION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO REDUCE LIABILITIES ASSOCIATED WITH THE CITY OF CORONADO SAFETY PLAN, ID# 1057970246. The Resolution was read by title, the reading in its entirety unanimously waived and adopted by City Council as RESOLUTION NO. 8747.

5h. Adoption of a Resolution Approving the Filing of Two Applications from the City of Coronado for Grant Monies from the County of San Diego Neighborhood Reinvestment Program and, if Awarded, Authorize the City Manager to Execute the Grant Agreements. The City Council adopted A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA, APPROVING THE FILING OF TWO APPLICATIONS FOR GRANT MONIES FROM THE COUNTY OF SAN DIEGO NEIGHBORHOOD REINVESTMENT PROGRAM. The Resolution was read by title, the reading in its entirety unanimously waived and adopted by City Council as RESOLUTION NO. 8748. The City Council authorized the City Manager to execute the Grant Agreements.

5i. Approval of a July Fourth 2015 Glorietta Bay Coast Guard Demonstration. The City Council approved the Coast Guard Demonstration as proposed.

5j. <u>Authorize the Selection of Bonnie Neely of Nossaman LLP for As-Needed Coastal Commission Representation and Consulting.</u> The City Council authorized the City Manager to engage Bonnie Neely of Nossaman LLP on an as-needed basis to provide occasional representation to the California Coastal Commission.

6. ORAL COMMUNICATIONS:

a. **Bill Hiscock** spoke on behalf of an exercise class of some 60 members at the Roeder Pavilion three times a week for the last 25 years. Suddenly it looked like they weren't going to be able to continue that exercise class. Some of the members are present today. He sent an email to the City Council outlining their problem and asking for some help. Since sending the email, he has already had responses and it looks like the problem will at least be worked on and hopefully solved. He asked those from the class to stand up. He also said how lucky they all are to have a Mayor, City Council and City Manager who respond to the citizens' problems so quickly.

b. **Gary Gorkin** talked about the proposed Caltrans speed increase. He finds it very disturbing that emotions have run as high as they have on this, including his own. He would like to understand how anyone in this room can explain 1.5 million cars traveling on this island and 17 speeding tickets being issued. He would also like to compare the daily commute in and out of this island being larger than a San Diego Chargers football game. The City of San Diego Police have a force there to prepare the community and safely move that traffic in and out. There is no evidence, and it has been proven over and over again, that the City of Coronado and the Coronado Police Department, for whatever reason, have ignored this problem. There has been incessant, no conclusion reached, talks forever. It is just unfair. We have people in the community, the young and the elderly, that need to be looked after. We are ignoring our responsibility. It is not fair for a young boy to be hit and an elderly man to be struck down and killed and have people be despicable enough to start making excuses like the old man had dementia. That is shameful. We are better than that as a community. He feels a compelling urge to speak out. The citizens of Coronado deserve to be protected and served by our elected officials and police department. It is absolutely unacceptable the speeds that are being maintained now and the proposed limit is absolutely unconscionable. This rage has gone on social media and on the eCoronado site forever. All there has been is talk with no action. He wants to hold his elected officials accountable. His vote is going to be on who is going to take care of those who need help. The elderly and the children need to be helped by this community and he needs to have an explanation as to why this problem continues to be ignored.

c. **Jennifer Ellis, a national advocate for the Wounded Warriors and Veterans,** discovered from news reporter John Soderman on KUSI Channel 9 news that the Coronado City Council is planning to remove the memorial of Ensign Van Andrew Wilson. She is speaking to oppose that. This is a park and should remain a park. To desecrate it and make it a trolley bus stop here is a sacrilege to our military and the memory of this brave, young Navy SEAL.

d. **Councilmember Downey** greatly appreciated Mr. Hiscock thanking the City for trying to work to find a solution for their lack of their aerobics class but for the public that doesn't

know, this is a class that was run through the extension program through CUSD. It was not a class that the City was offering that it was trying to cut. The solution everyone is working on is trying to find a way to continue a service that it had not offered before. She also reported that she attended the South County EDC meeting to hear COMNAVBASE San Diego speak about all of the plans for the future and how San Diego anticipates growing large enough to take over the position of the largest Naval installation in the world. Norfolk has always been number one. They are expecting that we will have an increase in commands and personnel in the region. He included Naval Base Coronado and the new Coastal Campus and suggested there will be an increase in citizens which is not what we have heard before so she asked for a copy of the PowerPoint presentation for the City's review and to discuss that further. If we are going to have a great many more activities, commands and personnel in the region that is all the more reason we should get hopping on the mitigation they discussed on alternate transportation plans to try to encourage more carpooling.

7. CITY MANAGER/EXECUTIVE DIRECTOR:

7a. Presentation of Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. City Manager Blair King wanted to take this opportunity to present to the Council that the City has been notified by the Government Finance Officers Association that our comprehensive annual financial report for fiscal year ending 2014 was awarded a certificate of achievement for excellence in financial reporting. That certificate of achievement is the highest form of recognition that the GFOA provides. It is a significant accomplishment. He thanked Leslie Suelter and her team for the work that she has done. The recognition by the GFOA and the AAA credit rating that the City has are a testimony to our financial recording, our financial record keeping, our transparency. As a public agency, unlike a private agency, it is difficult to tell where we are. We don't have a bottom line or a profit and loss statement to show how we are doing. We rely upon proxies, whether they be accreditations, certificates, customer satisfaction surveys. In these ways, we can tell if we are achieving what the public wants and so this recognition from the GFOA falls in that category of letting us know how well we are doing. Mr. King also announced that the Summer Shuttle Service begins this Sunday.

8. PUBLIC HEARINGS:

8a. Public Hearing: Approval of a Resolution Adopting a Mitigated Negative Declaration for the Glorietta Bay Marina Dock C and Boat Launch Facility Improvements Project (City of Coronado IS 2013-14); and Approval of a Resolution Approving the Project. Tom Ritter, Assistant City Manager, and Barbara Heymann of PlaceWorks, provided the staff report for this item.

Councilmember Downey asked if the City had to amend the Port Master Plan for Docks A and B.

Mr. Ritter responded that we did not as it was within the existing area that allowed for that. Because we are extending it out an additional 86' that requires the amendment.

Ms. Downey asked about the letters the City received from the Army Corps of Engineers. We normally would apply for the permits anyway so she isn't sure why they felt the need to tell us to apply for them. Did we apply for them and receive them for Docks A and B?

Mr. Ritter responded that we did.

Ms. Downey asked if, while doing Docks A and B, we learned anything that made us change this project because of what happened with Docks A and B and that process.

Mr. Ritter thinks that moving the docks away from the shoreline has helped as far as the eelgrass mitigation.

Mayor Tanaka opened the public hearing and seeing no one wishing to speak on the item, the public hearing was closed.

Councilmember Downey pointed out that when we had to separate Dock C from Docks A and B and the loading ramp she questioned that as she thought it would be easier to do it all together. It did give us the benefit of learning from doing it on the two that weren't getting into some of the unique issues that exist with this project. Staff and the environmental contractors have done a great job in addressing all of them. We didn't have any of the issues that we said were prospective and we planned for in A and B so she has no reason to think we will have any problems with Dock C and the launch ramp.

Councilmember Sandke also recognized both staff and the consultants' work on this. He does not know how we get anything built anymore.

MSUC **(Downey/Sandke) moved that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA, TO ADOPT A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE GLORIETTA BAY MARINA DOCK C AND BOAT LAUNCH FACILITY IMPROVEMENTS PROJECT and A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA, APPROVING THE GLORIETTA BAY MARINA DOCK C AND BOAT LAUNCH FACILITY IMPROVEMENTS PROJECT AND DELEGATING STAFF TO EXECUTE THE NOTICE OF DETERMINATION FOR THE PROJECT. The Resolutions were read by title, the reading in their entirety unanimously waived and adopted by City Council as RESOLUTION NO. 8749 and RESOLUTION NO. 8750.**

AYES:	**Bailey, Downey, Sandke, Woiwode, Tanaka**
NAYS:	**None**
ABSTAINING:	**None**
ABSENT:	**None**

9. <u>ADMINISTRATIVE HEARINGS:</u> None.

10. COMMISSION AND COMMITTEE REPORTS: None.

11. CITY COUNCIL BUSINESS:

11a. Council Reports on Inter-Agency Committee and Board Assignments. All Councilmembers indicated they would submit their reports in writing.

11b. Caltrans Presentation of Engineering and Traffic Surveys for State Routes 75 and 282 with Regard to the Establishment of Speed Limits. City Manager Blair King introduced the item and Cliff Maurer, Director of Public Services, provided a further introduction. Ed Walton, City Engineer, spoke about staff's role in this traffic study. Marcelo Peinado, District 11 Division Chief for Traffic Operation from Caltrans, made the presentation. Mr. King noted that included in the staff report is a standard item, Statement of Council Authority that provides what the Council's authority is. Staff indicates there that this is a presentation by Caltrans and it is a courtesy by Caltrans. They are not obligated to come before the Council but are coming to the City with the results of their traffic study.

Councilmember Downey asked a question of Mr. Walton. These studies that have been done by Caltrans are required. If we don't have recognized, accurate studies to suggest what the speed limit is supposed to be, what does that do to our police ability to issue a ticket based on radar?

Mr. Walton responded that they would not be able to use radar or lidar as a form of enforcement. They would be able to pace and it is very difficult for them to get out on Third and Fourth Streets and use pacing as an enforcement mechanism. They would not be able to use those instruments.

Ms. Downey asked how long it has been since the City has had enforceable speed limits based on the last approved study for Third and Fourth Streets.

Mr. Walton responded that the speed surveys themselves have a shelf life of typically five years. They can be extended by two years if the officers are certified. They can be extended a little further if they are using lidar.

Marcelo Peinado gave the Caltrans presentation for the Council and public.

Mayor Tanaka asked what the two averages were the last time the speed surveys were done.

Mr. Peinado responded that he did not review the study.

Mayor Tanaka commented on Mr. Peinado's reference to the 5 mph down in light of various conditions and asked if he is prohibited from using a larger number than 5 mph. Is there any discretion that could be used if Caltrans wanted to that could use 10 instead of 5 mph?

Mr. Peinado explained that there is no discretion beyond the 5 mph.

Mayor Tanaka asked Mr. Walton if he concurred with that and has the same understanding of State statute.

Mr. Walton commented that the procedures indicate you could do a one-time 5 mph deduction. If you had a couple of circumstances that would warrant the 5 mph deduction, you could only use it once. So it is a 5 mph maximum deduction.

Mr. Peinado commented that there is the possibility of legislation establishing the speed limit.

Ms. Downey assumes that the dots shown on the slide are the places where there were monitors where the speed was actually being monitored. She has a question about the one on Third. Obviously you are coming from a 50 mph zone on the bridge so people slow down at different rates. It is her experience that people on Third might be going faster the closer they are back to what used to be 50 than if they were right past where the survey was taken and closer to B or to C but right now Caltrans is making it from Orange Avenue all the way back. She is curious as to how that is set and if it has to be for the entire area. Even if at that location it was 30, it might be possible that instead of leaving it at 25 from Orange Avenue going to the Base you could make it 25 all the way to B. She is questioning how Caltrans comes up with that.

Mr. Peinado explained that they did meet with City of Coronado police officers and established the locations where the surveys would be done. Caltrans also coordinated with them to ensure that there was no police presence active when the surveys were taken. They also made sure that the equipment is as inconspicuous as possible so as not to affect the prevailing speeds. In terms of engineering practice, what they try to do is to be at least about half a mile from the signalized intersection. That tends to influence where the surveys are taken. He hears Ms. Downey's point. The closer to Orange, the slower the speeds. The closer to the gates, the faster the speeds are.

Ms. Downey met with Director Berman two weeks ago and this issue came up. She said that it is possible for the City to request another set of surveys if that might be helpful. She is not suggesting that the Council do that but she is trying to understand that if the Council wanted to do that there is some flexibility where the speed would be analyzed.

Mr. Peinado responded that they would be receptive to conducting new surveys.

Mayor Tanaka commented that one reason he would be receptive to that option is that he does not know how that could be accurate. Our old speed limit used to be 35 and we were able to get it down to 25 and the process was the same. We still had to do surveys. We only had the latitude of 5 mph. He is a little skeptical of those numbers and locations. He assumes that Mr. Peinado doesn't know what the last locations were as he doesn't know what the last numbers were.

Mr. Peinado added that the City has conducted a traffic calming study along Third and Fourth Streets and the report has a table documenting a history of speed limits along Third and Fourth at various locations and the years in which these speed studies were conducted. From the report and the speed surveys that was conducted by Fairs and Peers, he doesn't see any speeds that justify the 25 mph.

Mayor Tanaka repeated his statement. The last time the City did this there was a higher speed limit of 35 mph. Most people would say that if the speed limit is 35, people are probably going closer to 40 and maybe higher. Somehow the last time around, with a higher speed limit, we were able to obtain the objective of a safer speed limit of 25 mph. That same 25 was in effect when they did these two surveys yet we are getting to a point where your average speeds are higher and

it is forcing a higher speed limit of 30 mph. It seems obvious to him that if you formerly had a 35 mph speed limit and after the surveys we were able to bring it down to 25 and now we do another survey where we have a 25 mph speed limit and we have to bump it to 30, he can see how that is possible but he is also a little puzzled by it. It would be nice to have the last set of data to compare against this one and the last set of locations.

Councilmember Sandke commented that the staff report includes California Vehicle Code 22354. "The speed most appropriate to facilitate the orderly movement of traffic and is reasonable and safe…" We have a death and a near death and he wants to hear how the 30 mph speed limit is going to make it safer.

Mr. Peinado thinks the implication in Mr. Sandke's statement is that by raising the speed limit cars will be going faster. The actual speed surveys conducted over the last 10 years along these streets and, in fact, national studies show that is not the case. The speed limit will increase but that doesn't mean traffic will go faster. In fact, national studies show that the speed does not change. He would be happy to refer to these studies.

Mr. Sandke looks forward to learning more. A national study doesn't equate to his personal experience in Coronado.

Mr. Peinado added that the speed limits were 30 mph along Third Street and 35 mph along Fourth Street in 2005 and prior. One point that he wanted to make is that currently 3% and 4% respectively are going below 25 mph. By setting the speed at 30 mph, we would have about 47% and 48%, respectively, traveling below the speed limit. The 85th percentile is the target. By setting it at 30 mph, we would be close to 50%.

Councilmember Woiwode is also aware that what is written on the sign is the speed at which traffic travels. He has read a lot of studies on that subject. Does Mr. Peinado think that, if we sign a sign that says 30 instead of 25, we will still see 35 as the 85th percentile? Does he think that is a safe speed on those streets?

Mr. Peinado doesn't think he can answer that question.

Mr. Woiwode continued by asking that if the City Council was to say that it does not think it is a safe speed and, given that hanging a different sign on the road doesn't change the behavior of the cars, what would? What would cause people to go slower?

Mr. Peinado responded by saying that one of the things that was suggested by City staff and that Caltrans is receptive to is a speed feedback sign. On Third and Fourth Streets, Caltrans would include speed feedback signs that would tell traffic the speed at which they are traveling. Studies again show that these are effective at reducing speeds by 2 to 3 mph in the location of the speed feedback sign and for a short distance thereafter. If that is coupled by enforcement, that speed reduction can be sustained. Caltrans would accept that recommendation.

Mr. Woiwode asked if Caltrans knows what the City's priorities are and what we have charged our Transportation Commission to do. It is in our Municipal Code. It says to reduce the impact of traffic congestion on residents, calm and slow traffic, decrease traffic volume, investigate methods to integrate cyclists, pedestrians and public transportation. Does all of that, in terms of

the City's stated objectives, influence the actions that Caltrans takes? Is Caltrans aware of that and is it responsive to that or is the City operating independently of Caltrans?

Mr. Peinado thinks that the goals are the same for Caltrans and the City. Caltrans' job, in its mission statement, is to achieve the balance Mr. Woiwode just pointed out between all the different demands on the system and the fact that we all contribute to achieving that.

Mr. Woiwode thinks the words that he said are kind of similar to implementation of Complete Streets which Caltrans has a mandate to do – to make the streets available to all users. Given that our goals and objectives led to these traffic calming studies that we are working on and the Gateway Project that we are working on, would it not make sense for Caltrans to be a partner with the City in implementing those things that would slow traffic, given that changing the sign doesn't do it? The anecdotal information that the City has is that it proposes something and Caltrans says that it isn't allowed on the State highway. We go back and forth trying to do something to slow traffic. He doesn't think the solution is necessarily relinquishment. The solution is to have a partnership with Caltrans. Does doing the speed survey raise the question as to whether or not the outcome of the speed survey is appropriate for the road? Is safe?

Mr. Peinado feels that this goes back to the initial question. He is being asked to provide an opinion on safety and he would rather stick to the facts that he has. Mr. Woiwode does raise an interesting question about Complete Streets and other measures that can be taken. As he pointed out, the City has conducted and completed a traffic calming study. Those measures proposed in that traffic calming study, and Caltrans has provided their comments to it, will likely, very likely, reduce speeds. They will very likely also reduce volumes. The numbers of cars coming into Coronado will not change. They will just be diverted to other streets. And the accidents will also migrate to other streets. The objective will be achieved on Third and Fourth but other problems may be created.

Mayor Tanaka stated that there are a great many people in attendance and he would like to give them a chance to comment. He also pointed out that he knows that Mr. Peinado is the messenger and not the one who makes the rules. We appreciate how gracious he has been to take our questions. If the City tried to have a meeting about raising the speed limit to 30 mph and asking for input there would be an empty room. The room is full of people who think this is a terrible idea. We know that Mr. Peinado doesn't have an opinion on it and can't have an opinion on it but he asked that Mr. Peinado listen to the comments because it is counterintuitive to the public that this is safer for them or that it will slow speeds. It is counterintuitive to them that the five Councilmembers are somehow protecting them if it agrees to something that it would never vote for or at least it doesn't seem to be something we would vote for and we don't support. When Mr. Woiwode made the comment of trying to be a partner with Caltrans that is a sincere statement and it is really hard to explain to a room full of people how we are partners when it sounds like the action Caltrans will take is one the City Council would vote 5-0 to oppose and we don't have any say over it and this isn't about relinquishment because the City probably couldn't set the speed limit the way it wants either but all we have right now is a room full of angry people who don't understand that is safer for anyone and that Mr. Peinado can't answer that question is telling. He can't, with a straight face, say it is safer thing. He can just say that is what the rules dictate and what the speed surveys say and maybe hopefully the speeds will be the same before and after. It is counterintuitive and we will hear about that.

Thomas Slattery read from the Caltrans mission statement. Their mission is to provide a safe, sustainable, integrated and efficient transportation system and their goals, the first of which is safety, followed by health, provide a safe transportation for workers and users and promote health, etc. He would like to know what planet Caltrans is on that it thinks that raising the speed limit makes everyone more safe. This is the dumbest thing he has ever heard. He can't even imagine how they can think that makes sense and he also wants to know whose job it is to enforce the current speed limit and why it isn't being done.

Susan Keith wanted to plant an idea for future discussion. Why doesn't the City take back the State highways? Why don't they become Coronado streets again? We could put back crosswalks wherever we wanted on Orange Avenue. We could make the speed limit virtually anything it wants. They would be Coronado streets. We wouldn't be governed by Caltrans. We would take control of our own destiny. She thinks this is worth a discussion. There are pros and there are cons. It would cost more money. Maybe in the long run it would be worth it but it is something that should be looked at.

Mona Kelly lives on Third and B and would like Caltrans to come sit on her corner for a day and see the speeding traffic that surpasses 25 mph. She has had her house run into, trees broken and run into. 25 mph is okay but not 30 or 35. If you are concerned about monitoring Third and Fourth, she sees Highway Patrol cars parked at the foot of the bridge not being utilized. If it is state highway, why don't they just monitor the state highway at a reasonable speed? She is not in favor of increasing the speed. The light signal is another issue and she will be back to comment on that. She has seen many, many accidents on her corner and it is just a very dangerous situation. She appreciates Caltrans for trying to do its job and the police for trying to do its job but it has become overwhelming.

Jill Powell lives on the corner of Fourth and A. Why can we not stop the cross traffic? We should close A, B and C. She believes that is not Caltrans. She believes that is the City. We close it in the morning for the very little traffic that is coming across streets and she has been told that it was voted against but she doesn't feel that should be everyone in the City can vote on something that only impacts a few people. She would like that to come back up again where we close traffic, at least at busy times, and she thinks all summer long would be great. Why don't we ever see CHP? She understands that Coronado police give tickets on Third and Fourth and they go to court and get laughed at because people are going 5, 10, 15 mph over the speed limit and they get thrown out. If CHP needs to go in there and it is their street, then they need to come monitor them. The other thing that was mentioned was Caltrans and the maintenance of the streets. She and some of her neighbors have sent multiple requests to fix potholes, lights, etc. without a word in return from anyone. When the gentleman passed away a few weeks ago, Caltrans had a person sitting in their yard saying that it was bad and they were working on it. They haven't seen anyone since. She would like Caltrans to get on that. With respect to the speed limit, this is the worst idea she has ever heard. It is awful. She cannot believe they would even consider it. The tourists – people have to do something about the tourists. You cannot let the tourists cross the street anymore. Every day they come from the Marriott, they come from the Ferry – it is awful. Yesterday she saw a crowd of probably 15 people, nice people with children, trying to get across at 4:30 in the afternoon. They all make it in groups. It takes about 15 minutes and she tries yelling at them. Something has to be done by the City if Caltrans is not going to do anything about it. People are going to get hurt. It is awful.

Joe Horn is asking for increased police enforcement on Third and Fourth Street. At a recent meeting with the Third and Fourth Street committee, he was given a document that states what the police did in 2014. In 2014, on Third Street, 32 citations were issued for the whole year. That is about 3 a month. On Fourth Street, there were 104 for the whole year of 2014. If we look at 32 violations, that is three per month, we have 1,600,000 cars going by in a month and there are only three speeding tickets written. The 85% rule says that 1,300,000 are speeding and we wrote three speeding tickets on Third Street. He thinks enforcement is a need. He has spoken with Sergeant Shank, the head of traffic, and he said that he has enough police to do it but they are spread out a little bit. He asked that the Council allot them some money so that there are two or three hours per day where the policemen are there showing their presence and doing that. In March of this year, three speeding tickets were written on Third Street. On his street, Fourth and G, there were zero speeding tickets written in the month of March and that was with 1,600,000 cars going by and 1,300,000 speeding. These are things that are not happening on the streets. We need to get the police out with more police presence and more ticketing whether the speed is 25, 30 or 35. There can be more pressure on the Chula Vista judges from the press and by the public.

Bonnie Kerr sat through many, many of these meetings at the Library and other places throughout the City. She definitely agrees with Susan Keith. You don't have any control over Third and Fourth. They are not City streets. They are state highways. This means that the state has more power than the City. She thinks all of this talk is a waste. She thinks the City needs to take back those two streets so that it can control the speed limit. She doesn't see that Caltrans wants to work with the City and what Mr. Woiwode was suggesting was a good idea but she doesn't think it will happen.

Michael Schmid thinks it is absolutely ridiculous to consider raising the speed limit. This is such a fine example of what happens when a government is trying to run by stats and numbers and not by what is actually happening. We need to be safe in this town and what Caltrans is proposing will make it less safe. We need to come up with a solution. Everyone agrees that the streets should be safe. Let's just figure out the best way to do that working together.

Ivan Dunn is incensed at the idea of increasing the speed limit on Third and Fourth. He is a bike rider and is a member of TAF. This flies in the face of common sense.

Lisa Braun is looking for some clarity. Does this stop at Orange? Is this all of Third and Fourth that Caltrans is proposing? Do we actually know what the proposal is?

City Manager Blair King explained that the proposal is for west of Orange the speed limit would remain 25 mph. East of Orange it is indicated that the speed limit would be 30 mph.

Ms. Braun continued by saying that Alameda is not part of this and is not being studied and stays at 25 mph. She asks because yesterday there was a roll over on Alameda between Second and Third. How we can wipe out two parked cars and roll one at 20 mph – she doesn't want to see what they are going to do at 30 mph.

Valerie Barker totally agrees with Mayor Tanaka when he says that it is completely counterintuitive to the residents that there is an intention to raise the speed limit. It doesn't make any sense whatsoever. She thanked the speaker who spoke about enforcing the speed limit. He asked why the speed limit is not enforced. About a year ago, she wrote to the Chief of Police in

Coronado. He replied to her concerns. Since then there have been many additional concerns raised about speeds. She wanted to draw attention to one sentence that is in his letter. The Police Chief said that speed has not been the focus due to the amount of traffic during the morning commute. What that tells us is that the Police Department has one rule for the base traffic coming in on Third in the morning and probably for the base traffic leaving the island in the afternoon. They do not apply the speed limit and have not been applying the speed limit. It has nothing to do with 85th percentile or radar or anything. They just were not applying the speed limit. That tells us that the rest of us have another rule apply to us about speeding and she thinks there is some hypocrisy here and it is time that the speed limit is applied and not raised. She invited everyone to come and sit outside her house on the 4th of July. She revealed that the reason why the speed limit is not being applied is because there has been a decision not to apply it.

Dulce Shaffer agrees that the City of Coronado should take relinquishment of Third and Fourth because we could do more with that. A lot of the focus is being put on how the cars can get through and not on the pedestrian safety as to how we can cross. People are still crossing, no matter what. We need to focus on that as well. The speed limit increase is not something she can agree with but she can see how it is hard for the police to implement tickets that are enforceable.

Ricardo Moreno would like to point out a few things. It seems that it has been said that we cannot enforce the speed and that the tickets are rejected by the judges. We have done the study that doesn't seem to make sense. We did the study while the speed limit was not being enforced. We had 13 tickets last year. How can we consider the study realistic when people know that the speed limit is not being enforced. They are not scared of getting a ticket and they are going whatever speed they want. How can we consider this study to be relevant when people are going whatever speed they want? The study should be done again once it is being enforced. He doesn't understand why it is not being enforced. One of the studies expired in January. The other one is still in effect. Up until January we were able to use radar and lidar. Why wasn't the speed limit enforced?

Jamie Burgos lives at Third and Alameda and sees traffic also. She understands that the proposal by Caltrans will affect just the east side of Orange on Third and Fourth but commented that sometimes policies, when they are enforced by judges and attorneys, are interpreted differently. We have to look at this policy of not enforcing the speed limit and take a step back. Maybe we should do some legal research on our end, as the City, as to what the purpose of that was. If the purpose is for the tickets to get thrown out in court because everyone is speeding, she doesn't think the policy was intended to allow everyone to speed in the first place but rather to say that if there is a speed limit in effect that doesn't make sense it should be looked at for possible increase. If we aren't enforcing the speed limit, then everyone is going to speed. She really thinks we need to take a look at that policy of not allowing those speeding tickets to follow to fruition. Why? We need to take a look at how to combat that policy. If we enforce the speed limit, we won't have that problem. She does think that increasing the speed limit is a really bad idea. There are already a lot of accidents.

Margo Roberts finds it ironic to raise the speed limit to 30 when it is already 40. Her idea is to simply not allow any turns on A, B or C and use stop lights. A, B and C are pedestrian crossings. People don't have to get freaked out about traffic going through their neighborhoods and we have controlled traffic.

Fern Nelson agrees with everything that has been said today. Raising the speed limit is just unthinkable. She brought up that most of this traffic is Navy traffic and tourist traffic. The residents should not be penalized because these other people are racing in and off of our streets. She has heard that Caltrans is against speed bumps. She thinks we should look at that. She has heard that Caltrans is against speed tables. She doesn't know if that is the case but speed calming always calls for physical things to slow down traffic. Those should be looked at in addition to not raising the speed limit. She thinks that perhaps we could work more closely with the Navy because they follow the traffic rules on the base perfectly well. She would like to see the City work with the Navy a bit more. Also we are going to have increased traffic because there is supposed to be a third carrier in port that will increase traffic as will the new base going down on the Strand. There will be more and more cars here and we all need a comprehensive plan. The Gateway Project needs to be coordinated with the F&P Study which needs to be coordinated with Caltrans and from the individual speed points that have been identified and measured by Caltrans she doesn't see where any of this is taking into account the whole City and how traffic moves through the whole City. She also agrees that if we could find any way to cul-de-sac things off that would be pretty nice for most neighbors. She is against relinquishment. From her understanding, if the City takes it over, then if one group of politicians decided to put speed bumps in another group could be voted in to change it all. Having total control over Third and Fourth with no sort of backup to mitigate what happens needs to be given some thought as well.

Rachel Gorkin thinks that she isn't really sure if anyone can make a decision. No one has been held accountable for the injuries and deaths that have happened so far. She thinks that is being swept under the rug a little bit. She is heavily involved in her church and she would never hire a pastor who doesn't know the inner workings of Coronado. She is not sure who was in charge of hiring someone – she doesn't know who can make a decision. It is disturbing because she would never bring someone into this City who has no idea. She doesn't know if Caltrans has anyone who lives on the island and who knows and who sees and witnesses these things going on. Clearly she does not think that they do. It is a shame that we are talking about a lot of things but she doesn't see anything really happening or if anyone can truly make a decision because we have a third party coming in trying to do these things. She has a problem with that. It is very important to whoever is in control of the City lives here and knows and lives and breathes in this place.

Quelene Slattery has been to a lot of these meetings and it was her son who was almost killed and sustained the traumatic brain injury. She has come to the meetings and has tried to be productive. She has attempted to stay away from the blogs and the forums online in the hopes that we could work together as a City, with Caltrans, to solve the problem. The data that Joe Horn presented was staggering. Thirty-two tickets were given out last year when there were 1.3 million speeders. Who is responsible for enforcing the speed limit and why isn't it being done? We keep being told that traffic tickets don't hold up in court but her neighbor at the Bay Club got a ticket and they threw the book at her. They didn't throw it out. They didn't reduce her fine. It is citation number 242889, speeding. She was going 44. They didn't throw it out. She doesn't know why we keep being told that they don't hold up in court. If they don't hold up in court, what percentage don't hold up? Of those 32 tickets, how many people actually went down and fought those tickets? Is it worth worrying about that small percentage? Who is accountable? Someone else asked the question about the judges. If we just keep issuing tickets, so what if people fight them, won't the judges eventually have to enforce it? Won't people get tired of getting tickets? Most people just pay their tickets or request to go to traffic school. How many people are really going down there and fighting it? She and Mr. Woiwode corresponded last May after her son was hit about a HAWK

signal being put up at Fourth and B. This Council approved it. She appreciated that very much. She was told at the last CTC meeting that it was presented to Caltrans and Caltrans turned it down. She received no explanation but apparently we abandoned that proposal. Can we get some information on why it was turned down and what modifications need to be made?

David Greer commented that everyone here has been to all these meetings and done surveys for years. He knows even the Council is frustrated. He can see it. It seems like now that we know what we need to do we need to focus our efforts on compelling the state, Caltrans and CHP to do their jobs. It is ridiculous that we have a state highway and CHP never patrols it. They patrol every other state highway and interstate. We know this part is done. Let's use and compel Caltrans to do their job. They haven't. How are we utilizing our state representatives on this issue? Our Assemblywoman is the Speaker of the Assembly. She has a lot of weight and he is sure she can get some stuff done.

Lori Rooney asked that Caltrans and the City that has been working on calming Third and Fourth get together in regards to redoing a speed survey. Third and B is an inappropriate place for a speed survey because it is downhill. If you are standing at B and Third, you cannot see the light at Orange Avenue. When the vehicles take off at Orange Avenue heading towards the bridge, they pick up speed going down that hill. It is an inappropriate place to do the speed survey. That speed survey is necessary for the Coronado Police Department to be able to use radar. It needs to be effective. When we listen to the individual from Caltrans, he spoke about the 85th percentile being an approximate. It did not appear that it is a finite number. She would like to know upon what exactly that 85% number is taken from. Is it day traffic? Night traffic? All of the traffic that we have that is backed up going 2 and 3 mph? That 85th percentile number might be something that you can use to then reduce it and take the 5 mph reduction from there. She also would ask that the City and Caltrans ask CHP to enforce the 50 mph speed limit on the bridge, both coming into Coronado and going out of Coronado. That would compel people to slow down because if they don't get it from the Coronado Police Department they will get it from the CHP. She does not see anyone getting tickets on the bridge. We need to slow traffic down at all places and make sure that people know when they come into Coronado they need to abide by the laws.

Erin Barnum has heard the speed limit addressed a lot. She lives at the corner of Fourth and A. She doesn't know if people have any idea of how many accidents happen on that street. She would like the City Council and people to look at closing possibly A, B and C at Third. That would force people to go up to the turn and come down Fourth Street safely. Right now they are coming out in the middle, all the traffic from those three streets. The accidents are monumental. She never sees anything about it in the paper or anything in the police reports but they are constant. That is something she would really like them to look at.

Frank Spitzer provided a speed survey that was done between the bridge and Orange. It is one of two because it took 12 minutes to do this. That is what is serving the basis of 10 years – 12 minutes and 75 cars, not 100. All of the surveys are 100 cars. The top dog at Caltrans suggests 100 cars. It is anecdotal evidence becoming fact and then factual opinion. That is not the way to go. He would like to ask if that mechanism was calibrated correctly because it could be 3% off. That has to affect the speed. Caltrans itself has poor signage coming into the toll plaza and going forward. There are many signs posted where you cannot see 25 mph and he doesn't understand why you have the word 'enforced'. He is asking the City to please discuss this with Caltrans.

Cindy Fuhrmann wondered, if Caltrans truly has the mission of safety, could they not conduct a safety study at Third and B to see all the pedestrians who try to come across. If they truly have the mission of safety then they should include that in their assessment.

Mayor Tanaka thanked everyone for attending the meeting. There are no empty seats which is an obvious indication of how important these issues are to the community. He is of the opinion that increasing the speed limit from 25 to 30 is not a good idea and the only possible way to justify it is through a bureaucratic answer which makes no one happy and is not why anyone is here today. He can respect that Caltrans has to obey the law and that the law may indicate that this process or this decision is necessary but it is certainly not one he supports and is certainly not one supported by the overwhelming majority of our citizenry. He hopes that to whatever extent Caltrans can factor that into its decision making that it does. There are a lot of other things that the people sitting in this audience would rather be doing right now than arguing against something that they don't really think is probably going to change. He also spoke to the idea of relinquishment. One of the reasons he is not a fan of relinquishment is that it doesn't change the fundamental dynamics of our problem. Our problem is that we have too many cars coming into our island and our roadway can't support it. We have heard our Police Department talked about a lot. Under our current number of officers, we can only police so many of those streets at a time and you are always going to have a traffic problem in this City unless you work on those dynamics. If Coronado took ownership of Third and Fourth Streets, it would not change those dynamics and it would not result in some of the changes you would expect the City to make. The City of Coronado cannot unilaterally change the speed limit any more than Caltrans is claiming that it can't. The 85th percentile rule applies to anyone. If you change who is in charge of Third and Fourth Streets, you don't change what the letter of the law says about the 85th percentile. Mr. Peinado mentioned that you could do individual legislation, which the City has tried and has not worked. If Coronado was able to get a special speed limit for the City, every other City that wants one would petition for the same thing and that is just not how Sacramento and law making works. It has been mentioned that our representative is the Speaker of the State Assembly. That is true but he does not have any reason to believe that she would spend any of her bullets on us and our spot legislation just for our own speed limit. He is happy to try to pursue it but he cautioned people to moderate their expectations on that.

He wanted to talk about the Police Department a little bit. He is proud to say that he has served on City Councils that have understood that the job of the Council is not to micromanage the Police Department or to tell them how to do their job. We are a few steps removed. The Council hires a City Manager and the City Manager hires the Police Chief and the Police Chief oversees the Police Department. He has read some comments recently about how he could just pick up the phone and order people around and that is just not true. In fact, the City Council could do that but it would have to have a meeting like this one and then talk about things that we plan to do and whether or not we want to do them. There is a way for the Council to direct the Police Department. We don't usually do that because none of the Councilmembers have had a career in law enforcement. With that said, he shares the opinion made by everyone who said he is incredulous that the Police Department isn't enforcing the speed limit more. He shares the opinion that if the court throws out the tickets he doesn't care. It is still a speed limit and our citizens expect it enforced and he thinks our citizenry overwhelmingly expects those tickets to be written if people are speeding. If they get thrown out, so be it. If you can only issue a ticket by pacing, then start pacing because the simple reality is if you had consistent presence and enforcement, even if all you could do was keep pacing around Third and Fourth, it would change driver behavior and it might, in fact, even

change what that 85th percentile is. In defense of the Police Department, they can only work with the resources they are given. This Council would need to consider whether or not the resources we have allocated are adequate and whether or not we want to do something else. From his vantage point, he cannot justify writing such a small number of tickets based on so many people. He can't justify saying that it is a futile effort. It is an even more futile effort if you give up. He can't support that idea.

His last point is that this Council probably needs to focus on what it can do. Ordinarily, he thinks City Councils he has been on have said that they keep a certain amount of distance between this issue and Caltrans. The City works very hard with Caltrans to try to affect change. The City works very hard with the Police Department to affect change. He thinks that if the audience had to rate the City's performance on this, it would give the City an F. He doesn't think the City has been that impressive on this issue. We have been very patient. We have created traffic commissions, traffic studies, given people space to do their jobs but he would like to suggest that the City Council ask the City Manager for another meeting, at his earliest convenience, to literally focus on that item of what we can do. He thinks most people are tired of the Council saying that it can't do that. Two things he would suggest we can do and we need to consider immediately are either saturation enforcement or just more enforcement. He knows he campaigned on that and he has not meddled in the Police Department but he is ready to meddle on that one. He thinks the public expects and is pretty close to demanding that there be a bigger presence and more of an ethos in Coronado that people should not speed. He thinks the City can also hire more crossing guards. We have already put them in for Safe Routes to School. We have already timed them for the inflow in the mornings and the outflow in the afternoons. We have already put them on Orange. Even if it costs more money, we can try to create more opportunities for people to cross safely using crossing guards. He is glad there is a representative of Caltrans present because Mayor Tanaka has to say that, at this point, he wouldn't count on Caltrans to help the City. At this point, Caltrans is saying to the City that 30 mph as a speed limit is safer. Most people present would say it is not and we can't do anything about it. That is a perfect example of why he can't count on Caltrans to help him. He can count on Caltrans to be honest and to try to be of assistance but when it comes to what can actually be done he can't count on them for help. He thinks we need to have a Council meeting whenever Mr. King is ready to talk about what can be done. He thinks the public is getting fed up with the lack of positive solutions that might make a difference. He reiterated that his suggestions would be more enforcement and/or saturation enforcement from time to time and more crossing guards. We do have some money and if we have to apply money to create more safety, we weigh the two but he thinks the City can afford some of that.

Councilmember Bailey agrees with Mayor Tanaka. He thinks the Councilmembers tried to ask the Caltrans rep whether or not increasing the speed limit to 30 mph would actually make Third and Fourth Streets safer. We didn't really get a straight answer from him. We all know that the answer is no. The public knows it. The Council knows it. Something tells him that if we were to speak with the Caltrans rep off the record, he would acknowledge it as well. He really does appreciate the sentiment from Mr. Woiwode about wanting to be a partner with Caltrans in addressing all of these issues but he is not holding his breath. At every opportunity Caltrans has had to be a good partner, they have failed. The most notable examples are the entrance to Third and Fourth Streets coming off the bridge. That has looked like a construction zone for the last several years. Look at the potholes in the street. As some speakers pointed out, Caltrans is very unresponsive to the needs of our citizens in their jurisdiction. About three years ago, when he first joined the Council, a resident contacted him and asked if it would be possible to get 'Keep Clear'

markings put down at Third and C. He looked into it. One of the Caltrans reps responded and said that the project was scheduled to be done within a month. That was three years ago. Over the last couple of days he created a brief survey, mostly to notify the public of the pending speed limit change and to receive their feedback. It is not a scientific survey. Based on the IP addresses, the vast majority of the respondents were from Coronado. We had almost 400 respondents. There were basic questions asked. He talked about the results of the survey. His message to the Caltrans representative is that if Caltrans wants to be a partner with the City, he suggests that the messages be taken back to Caltrans' leadership and figure out a way to get a further reduction in the allowance of the speed limit back down to 25 mph.

Councilmember Downey has a few more questions for Mr. Peinado. The HAWK signal would have been a perfect solution that would have allowed pedestrians and bikes to cross. The City was told, at least she was told, that the reason Caltrans couldn't support that is because it provided a false safety because people were coming off the bridge at such speeds that they wouldn't be able to stop in time. That suggests to her that we should make the speed limit on the bridge lower so they would have sufficient time to stop. She is trying to figure out why we couldn't get a HAWK light at any of those intersections along Third and Fourth. She asked Mr. Peinado to help understand that. Ms. Denny further explained for a member of the public that a HAWK signal is a pedestrian light that is only activated if there is a pedestrian/bicyclist standing there but is not for cars.

Mr. Peinado hasn't reviewed the comments or the proposal put forward by the City. He did comment on the HAWK system. It is pedestrian activated system that basically behaves like a signal. We would, in effect, have a signal along Third and Fourth. Furthermore, it isn't interconnected with the existing traffic signal at Orange. Anyone could hit the button and it would be activated within seconds. As far as managing traffic, he can certainly see many problems with a HAWK activated system.

Ms. Downey referred to his comment that it is not connected. Could it be connected to the lights on Orange at Third and Fourth?

Mr. Peinado responded that if there is a signal, not a HAWK activated system, they could be interconnected.

Ms. Downey is trying to understand. We don't want to create all that cross traffic because as soon as we make it harder to get through Third and Fourth all that will do is send the traffic down the other streets. That is the cars. We would like a pedestrian to be able to cross without getting injured.

Mayor Tanaka thinks that what Mr. Peinado is trying to say is without a HAWK, the lights are controlled by a computer. By definition, a HAWK doesn't work within that system. By definition, every time someone pushes a button it is going to go. Even if there is a green light sending all of this traffic, you hit the HAWK and it says red light and that is what he means by them not being synched. Maybe by definition they can't be synched. That is why Mr. Peinado doesn't support HAWKs. He would support just another signal that is synched in with the whole but it wouldn't be pedestrian activated anymore.

Ms. Downey commented that is her question. If we have to put in another signal because that is the only thing that could be interconnected, would Caltrans support the engineering ability to create a light that can only be activated by a pedestrian but it acts as a real light so it could be synched with everything. Is that possible? Would Mr. Peinado support that?

Mr. Peinado does not know if it is possible.

Ms. Downey pointed out that the City has been asked to find solutions. She understands completely all the down sides but if we don't ask the question, we can never figure out why it won't work and the public doesn't know why we can't get the HAWKs that we all said were a great idea.

Mr. Peinado knows there was a comment about pedestrians crossing at A, B and C. Caltrans has conducted a study and they should be wrapping it up by July of pedestrian crossings along A, B and C on Third and Fourth. Caltrans had cameras that filmed for over a week, every day of the week, at all six interchanges. They have a very good idea right now about the pedestrian movements throughout the week. He knows that B is the principle crossing point and they have counts for crossings throughout the day. They are looking at that information and will be making some recommendations.

Ms. Downey has heard people throw out that our state highways on Third and Fourth are the only ones where pedestrians can just cross willy nilly because we don't prevent it. On other highways pedestrians aren't allowed to cross. Are we that unique? Are we the only place in District 11 in Caltrans where pedestrians can cross at intersections that don't have traffic lights?

Mr. Peinado is sure there are others but he can't think of others right now.

Ms. Downey suggested that we might be unique. When we were looking at the code and how you do provisions for the speed, there are provisions under the California Vehicle Code 22354-.5a and b that suggest when you are going to raise the speed limit Caltrans should listen to a public meeting held by a Council in the area that controls it and she thinks that would make us really unique that we have pedestrians crossing the state highway. Shouldn't that factor into the speed limit?

Mr. Peinado responded that it is. That is why we are applying the 5 mph reduction.

Ms. Downey clarified that the City only gets the 5 mph for that.

Councilmember Sandke feels this does come down to safety. He cannot see that changing the speed limit is going to make it safer for the residents so he respectfully disagrees with Mr. Peinado's engineering position. Enforcement. He shares the Mayor's concern about the woeful number of tickets. He would like to know why we aren't ticketing more and if, in fact, we need to up the ante on the folks that are speeding we need to be moving in that direction. If in fact we do have a policy of no enforcement that would concern him deeply. Cross traffic issues and us taking over the roadway – those are big questions that will be answered as we move down the road and legislative action is something that can be asked for but will be a tough road in terms of getting special treatment. He concurs deeply with Ms. Downey. We are a very unique situation with a state highway running through our town. He did not get elected to preside over a City where crossing a residential street is potentially deadly. He hopes that Caltrans goes back to its mission

statement and thinks about safety as the driving concern and lets that be its guide as it moves forward. He is glad Mr. Peinado is present and looks forward to partnering with Caltrans to come up with solutions that help with our cross traffic isssues, that help with our pedestrian safety, that help get bicycles around town and adequately move vehicles on and off our island.

Councilmember Woiwode also appreciates Mr. Peinado being present. Caltrans hires really smart people. They really know this business. They also have policies that are driven by court cases more than anything else and also are incompatible with the local environment, as is the case here. Relinquishment has already been mentioned and it does not address the 85% issue. That is federal law. It is to keep speed traps from being set up and we are going to be bound by the same law that Caltrans is. Enforcement. Obviously a lot has been said about that and he is certainly in favor of additional enforcement but at the end of the day, again, our expert tells us enforcement is not the thing that is going to change that 85th percentile number. If you think about the sheer statistics and the number of people and you get a whole bunch of cops out there writing tickets as fast as they can, you are still going to get a very small percentage. The additional police presence and occasionally getting snagged will certainly help but it is not going to get this number down appreciably. What would is redesigning the road. The whole point of this 85th percentile thing is that you use this information to find out what the capacity is of the road. What can it do? What can vehicles comfortably, safely, reasonably do on that road? It falls apart when you look at the fact that it is in a residential environment like this. He believes that Caltrans' speed survey tells him that the actual speeds, 35+ mph, are incompatible with reasonable speeds for those neighborhoods. The way you change that is by redesigning the system. We have put a lot of effort, and Mr. Peinado has been in meetings with the City about Third and Fourth Streets traffic calming and the Gateway Project, as has his boss, and we know that there have been things that have been discussed in those projects that are not compatible with Caltrans' standards. He hopes that Caltrans can acknowledge the uniqueness of this situation and say to set aside the Caltrans standards. Let's comply with the other industry standards and look at what makes sense in Coronado. That would be the basis of the teamwork that we could go forward with to implement the Gateway Project, Third and Fourth Street traffic calming and reduce what amounts to the design speed of these roads. If it took the Council writing a resolution to say that, he would be willing to do it but he sure would like to see the City work on this from a design standpoint.

Mayor Tanaka summarized that there are two issues in play. One is the speed limit survey at hand and whether or not the Council wants to take any next steps.

MSUC **(Woiwode/Tanaka) moved that the City Council acknowledge that Caltrans recent speed survey indicates actual speeds on Third and Fourth exceed reasonable levels for those neighborhoods; that these speeds are the result of the design of the highway; that Coronado wishes to accommodate use of the streets by all users; that Caltrans and the City should work to redesign Third and Fourth to maintain speeds at levels that are compatible for the residential neighborhood and accessible to all modes of transportation; and that the City Council does not support increasing the speed limit from 25 to 30.**

Councilmember Downey asked whether we are accepting the speed study as it is or if we want them to do another one. What are we supposed to do with that? Is there a follow on that says

because of that we don't accept the draft results of the study provided by Caltrans and we want to work with them to redo the study to help us further the goals set in the motion?

Mr. Woiwode feels that should be separate.

AYES:	**Bailey, Downey, Sandke, Woiwode, Tanaka**
NAYS:	**None**
ABSTAINING:	**None**
ABSENT:	**None**

Mayor Tanaka pointed out that the other suggestion he made was to find out if the Council wants to focus on things it can do and try to do that at the next meeting or soon thereafter. The two items he would propose for discussion are more enforcement/occasional saturation enforcement and whether or not we should consider employing more crossing guards. Would anyone be opposed to moving forward with such a discussion?

Ms. Downey supports moving with the discussion but there are some things she would like to clarify. At this point, whether we support it or not, there is a traffic study out there that suggests it should raised. Caltrans is going to make a decision whether they take into account what the City has said or not. However, they have said they are willing to consider redoing another one. She likes the idea of suddenly enforcing. The problem is it will be at the higher speed, assuming how quickly they move on it, which they say is better. From what she understands, if we have a speed limit that they can use radar on we can go out there and aggressively enforce it and then have them come back in a month and do a separate survey. She agrees with everything that has been said but they are still going to raise the speed limit.

Mayor Tanaka is painfully aware that the City doesn't get to set that number. We get to advise. We have advised. We don't think the higher number is safer. He doesn't want to support a higher number. There is nothing about it he supports. Some of that is out of our hands. He wants to focus on what can be done. Whatever the number is, we can enforce it better. We ought to.

Ms. Downey pointed out that they will not raise it until they are done with the study. She would like to know if the Council would like to ask them to do another study and in the time to do that they won't raise it.

Mayor Tanaka asked if there are other ideas that the Council wants to put on there that at least three Councilmembers think would be worth discussing.

Mr. Sandke would be willing to let the City Manager work with the Police Chief to come up with some ideas that the City could do and are within the City's control.

Mr. King understands that the Council would like to have a discussion, with probably two categories, one involving enforcement and one involving physical changes or other types of things that could be done to address speeds in that area and maybe incorporating that as preliminary steps to a second speed study and other items. In terms of schedule, the deadline for the next Council meeting, June 16, for staff reports is Thursday. It will be difficult to pull something together by then. The Council is dark for the first meeting in July. The earliest this would come back would be July 21.

Mayor Tanaka thanked everyone for sharing their voices today. He also thanked them for their patience.

The City Council went into recess at 6:09 pm.

The City Council resumed at 6:25 pm.

11c. Approve Resolutions (1) Adopting the City of Coronado Annual Budget for FY 2015-16; (2) Setting the Annual Appropriations (Gann) Limit; and (3) Approving the Policy on Fund Balance and the Size and Use of Reserves. Mayor Tanaka informed the public that the way the City does its budget there have already been a number of budget meetings and we are towards the end of that process now where we are finalizing a budget that we have already discussed in past meetings.

City Manager Blair King provided a verbal report and reminded everyone that this was the topic of an extensive workshop for the Council at its May 19 meeting.

Mayor Tanaka invited public comment.

Susan Keith asked if when the City Council approves the resolutions this evening will that include a bike path on the beach that is proposed on the CIP.

Mr. King responded that in the CIP there is approximately $100,000 of General Fund money being requested. That would be appropriate for the purpose of initiating the feasibility of examining a multi-use bike path on the beach. A question has come up. That would not be a carte blanche approval of the project but would be an approval to spend up that amount of money to test the feasibility. That project would be subject to future environmental reviews and design. If it were ever to move to the point of construction, there are several benchmark points along the way where the Council would have to check in on their desire to pursue that project.

Ms. Keith totally objects to spending $100,000 to look at a feasibility study for a bike path on our beach. She thinks that a poll of the public would show about 10 people in Coronado that know that this is being proposed. She thinks that at least 9 of them are bikers. She doesn't think the public knows this and she thinks that the Council is going to have quite a rude awakening if people find out that the City has proposed and agreed to spend over $100,000 to look at the feasibility of putting a bike path on our beach. She hopes the Council will reconsider and take that out for future discussion with the public having input on that. She has gone through the budget process and knows how tedious it is and really the only time you get people down here is when they are asking for money. You don't really get people down here where they say don't spend money. She thinks that if this were advertised you would find the public would be most interested in discussing this item.

Rita Sarich, Coronado MainStreet, spoke about the 100 and 800 blocks of Orange Avenue. The Board unanimously voted to request that those two projects be included and completed in the Downtown Enhancement Program. Those are the two blocks that have not been replaced and she thinks it is time. The Board supports that. She hopes the Council will strongly consider that for this year. If not this year, next year.

Councilmember Downey clarified that those are listed in the CIP projects but they just didn't move up to this year. Is Ms. Sarich asking that they be moved up to this year?

Ms. Sarich responded that they have been in there for 10 years. They keep being pushed back as unfunded projects.

David Greer commented that if the City has $100,000 to study a bike path on the beach you can ride your bike on the beach anyway. There is a street and a sidewalk you can ride your bike on that is concrete and asphalt already. He thinks that is kind of stupid to do. He thinks there is a much more urgent need for funding a project that is sorely needed in the City and it is a parking garage that will serve the Hospital, Tidelands Park and that sector of the business district and that quadrant of the City. He knows the Hospital has started a concept on that and knows what the cost would be. Let's spend our money where it would serve a lot of people and solve a lot of parking problems.

Dan Orr, Chair of the Bicycle Advisory Committee, is one of the ten people who is aware that this has been in the Bicycle Master Plan since 2011. He has no worries that the Council is not going to support the study of a mixed-use path on the beach. Bikes and pedestrians are not compatible on the sidewalk, as the Council knows, on Ocean Boulevard. Cars and bikes are not compatible on the street on Ocean Boulevard. He thinks it is incumbent on the people who are going to oppose even studying this to tell us what is so special about our beach as opposed to the beaches in Long Beach, Bolsa Chica, Huntington Beach, Will Rogers, Santa Monica and Playa del Rey, which all have very nice mixed use paths on the beach that lots of people enjoy. Coronado has one as well near the Hotel Del. It would be very nice to hook it up from Sunset Park to the Del and that is what he hopes the Council will approve $100,000 to study. We have very competent staff and very good consultants. All we want to do is study the feasibility.

David Slack spoke about the satellite view of Coronado and North Island and the juxtaposition of San Diego. He thinks we should utilize the relationship of the larger city next door for a little bit of mentoring. We could also use our neighbors on North Island to look at this globally. He is terribly concerned about the corner of Third and Orange and the whole corridor.

Patrick Callahan is a member of the Bicycle Advisory Committee that is soon to be the Active Transportation Committee. He addressed the point that this is a multi-use that will provide access to not only cyclists but to strollers, wheel chairs, pedestrians and skateboarders. It is a safety issue. We have looked at Ocean Boulevard a number of times and that is a difficult street because it is too narrow to permit bicycle lanes that have been proven to be very successful on other streets in Coronado and safety is a major concern. He feels the study is important so that we can see what the issues are. There will be plenty of time for people to share their points of view and air their opinions when we have something concrete to propose. He asked the Council to approve the financing of the study.

Mr. Schmid supports the study of the multi-use path. He thinks it would help a lot more users than just bicyclists. He knows a lot of people who would use that path.

Mayor Tanaka reiterated that he will be supporting this recommendation. These are items that have been talked about before. No matter how many times you advertise something that doesn't

mean everyone hears about it. As Ms. Keith pointed out, there is a certain amount of tedium that goes into a budget. Even if we have talked about something that doesn't mean we have shed as much light on an issue as we could. As far as the multi-purpose path goes, it has been mentioned several times that our Bicycle Commission that will become the Active Transportation Commission has discussed the idea of whether or not there should be such a path and whether or not it would be a benefit. The reality of the world we live in is you can't get good answers if you don't allocate some money to making sure that your ascertaining of the facts is intelligently done and so on. He hopes we don't spend $100,000 on this but he is willing to support this request because this is a question that we need to analyze to figure out whether or not such a path would make sense for Coronado. The current status quo on Ocean Boulevard is not ideal. The sidewalk there is kind of a narrow sidewalk. If you walk that sidewalk, you will notice that the street lights often create an obstruction that people almost run into if they are using a bike. He would agree with the statement that the sidewalk there is not one that bicycles really should be using but he would also agree with the statement that the street there is narrow and that is why we can't put in bicycle lanes. That is why he thinks there is a bit of a safety hazard there. Potentially putting in a multi-use path could be a way to help everyone out. It could be a way to make it easier for those pedestrians to use that sidewalk, to not have to worry about as many occasional bicyclists or occasional other modes of transportation using that sidewalk on top of pedestrians. It will help our drivers potentially as they don't have to worry about whether or not they have to swerve around a bicyclist who will just use Ocean Boulevard anyway if they don't have any other choice. As he mentioned to Mr. Orr, we already have such a sidewalk near the Del and he doesn't hear anyone complaining about that. To him it is not saying we must do it but it is saying that looking at the possibilities isn't a bad thing. If we already have a stretch of sidewalk on the beach that is working well, that alone gives him reason to at least want to see if stretching it all the way down to Sunset Park, as has been suggested, would be a good idea. Certainly one thing that would be positive about it is it would add more capacity. It would give pedestrians, bicyclists or other transportation users double the amount of space to consider using and be able to use safely. He has no qualms about making that authorization.

MSUC **(Tanaka/Woiwode) moved that the City Council approve A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO ADOPTING THE FINANCIAL PLAN AND BUDGET FOR THE FISCAL YEAR 2015-16, FIXING AND DECLARING THE BUDGET FOR THE VARIOUS DEPARTMENTS AND FOR CAPITAL IMPROVEMENT PROJECTS, AND APPROVING MONEY FROM THE TREASURY FOR SUCH PURPOSES; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2015-16; and A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO APPROVING THE POLICY ON FUND BALANCE AND THE SIZE AND USE OF RESERVES. The Resolutions were read by title, the reading in their entirety unanimously waived and adopted by City Council as RESOLUTION NO. 8751, RESOLUTION NO. 8752, and RESOLUTION NO. 8753.**

Councilmember Sandke asked if the budget we are moving forward on now would allow us to fund a senior aerobics class should we move forward with trying to provide that class.

Mr. King explained that there is a set amount that is provided to the recreation program as a subsidy. The discussion we will have is what the demand is and what the cost is. There are some basic guidelines of what we are trying to do in terms of recreational programs. We want to see if this class could conform to that. The issue the class has had in the past is that it has been heavily subsidized by the State of California. We haven't been into those details but he would caution the Council to make a rash decision for one class that would alter the fee structure for all other classes.

Mr. Sandke commented that his mother-in-law was one of the people who sent him an email on this one. Of all the numbers on that budget, the pickle ball court caught his eye more than the path on the beach. If that is something that enough people feel is something we need to move forward with, then he thinks it is just a great big budget with lots of moving parts in it and he is comfortable going forward with it as it is.

Councilmember Bailey pointed out for the public's sake that this isn't the last opportunity the public will have to speak on these projects. They will all come back before the Council. This is essentially just a placeholder dollar amount for the Council to spend in the future if they do decide to move forward with these individual projects. He is okay with moving forward on the budget.

AYES:	**Bailey, Downey, Sandke, Woiwode, Tanaka**
NAYS:	**None**
ABSTAINING:	**None**
ABSENT:	**None**

11d. <u>Authorization to Advertise the Bulb-Outs at the Intersection of Second Street and Orange Avenue Project for Bid with the Proposed Design to Remove Two Bus Stops Adjacent to Second Street.</u> City Manager Blair King introduced the item and pointed out to the City Council that this presentation is being made based upon the previous Council direction that staff pursue bulb-outs at this location. Before going any further, he wants to ensure that the Council is aware of the consequences of that direction.

Ed Walton, City Engineer, provided the presentation for this item.

Councilmember Downey pointed out that if we only have four people who ride it a day and we know because we were having the discussion about how often our buses go through Coronado, at the most it would be every 45 minutes but she thinks it might even be longer. How much disruption would it really have? If no one is getting off, then it doesn't pull over. We say it is going to impact congestion but she just doesn't know, based on what she does know about people riding the bus here and it stopping, that it really will.

Mayor Tanaka rephrased Ms. Downey's question by asking if no one gets on or off at that stop, does it cause a disruption?

Mr. Walton responded that it does not. If the bus doesn't stop and has no reason to stop, it would continue.

Mr. Sandke is curious how, if we did a summer count, particularly because the 100 block of Orange is such a visited restaurant stop now or Boney's might be a stop for them. He is not buying that 4 number. It certainly could be that in the wintertime but maybe not a summertime number.

Mr. Walton explained that this is the number the City was given from MTS.

Mayor Tanaka invited public comment.

Rita Sarich, Coronado MainStreet, pointed out that this is a very crowded area. It is an up and coming restaurant row and MainStreet would really not like to see the loss of four parking spaces in this area. She urged the Council to make a decision that does not remove four parking spaces.

Bonnie Kerr rides the 904 and she thinks there are more than four people per day that ride it. Sometimes she will find four other people getting on with her and a couple people will get off to go to Boney's. She can see that you don't want to lose any parking spots and it could be dangerous for the bus to stop in the traffic lane. She is sorry to see that stop go away because she does use that stop.

Councilmember Bailey asked Ms. Kerr if she would be willing to walk an additional two blocks to go to another bus stop.

Ms. Kerr has no problem walking to Fourth but she thinks there will be some people who don't. She pointed out that since the City put the 'Keep Clear' on Orange Avenue it really works.

David Slack also rides that bus. He probably accounts for a big part of the change in what might have happened with the bus percentages because he stopped using public transportation. He didn't realize it was going to affect things so much. He agrees with what Ms. Kerr said and he wants to talk to anyone who is interested in that.

Wesley Aarons supports the bulb-outs. He thinks that is a great project. He thinks the northbound stop (the 904 is the same thing as the summer shuttle in the summer) is the one stop that gets the 904 into the 100 block where people can go to spend money at the businesses. The nearest stops going northbound are Fourth and Orange where you have to cross Third which is not ideal or First and B. That is a five-block gap in bus service. If you live at the Shores and you want to go to Coronado Brewing Company that is not making transit practical for people. If you want a solution that keeps that northbound stop but doesn't lose any parking spaces and also doesn't back up the street, you can remove the southbound stop, relocate the northbound stop to midblock and that would result in a net change of zero parking spaces. You would gain two and two from the two stops that are removed and replaced with parking and you would lose four from that northbound stop that you would relocate and you would have a net change of zero and you would also keep that bus stop and you would also stop traffic from backing up. That also works because there is a southbound stop at First and Orange. That is a good solution and he wants to keep the bus stop.

Mayor Tanaka doesn't have a strong opinion on this.

Councilmember Downey greatly appreciates the last speaker. One of her worries is that she has sat here before and she was not going to vote to remove a bus stop to get parking. We know what happens if we are accused of that and we didn't even do it so she wasn't going to do it. She was

looking at the options because she did understand why there was concern about moving it mid-block but she thinks this is a perfect solution. If we take the one side and we do remove it on one side and you move the other one mid-block as suggested, we can still get the bulb-outs and can still get people to get off on the Summer Shuttle to get to the restaurants. She thinks that is the best solution. It isn't on the staff report but she thinks we can still do it. Ms. Downey doesn't know if MTS requires reciprocal bus stops.

Mr. Walton responded that has not been explored and he would have to look into it. Staff could do that.

Councilmember Sandke thinks it was the other way around. The northbound stop would remain on the Boney's side and it would be moved to mid-block. The southbound stop would be eliminated.

Ms. Downey thinks that does make sense.

Mr. Sandke reiterated Mr. Aarons' comment that there is a southbound stop at First and Orange which would facilitate service for that block of the 904.

Mayor Tanaka agrees that is a better stop for a bus stop but he also thinks that is a better spot for public parking. The other area where we are going to save the spaces, spaces are spaces, but those aren't metered spots. He is okay with trying this maybe at some point in the future. He thinks this is a good idea to pursue.

Discussion continued about the various options.

Councilmember Woiwode argued for yet another option that would be the removal of the one on the south side and the inclusion of the one on the island. You would gain two parking spots by removing that one. He asked Mr. Walton a few questions about orientation when looking at the slides. He also asked questions about the existing locations of the bus stops.

Mayor Tanaka asked if this item should be continued.

Mr. Walton suspects there is a mistake in the staff report but he would have to look to confirm that.

Mr. Woiwode feels that whether or not we need a bus stop there depends on what else is nearby.

Mayor Tanaka continued this item until the next meeting.

11e. <u>Receive Update on Cost to Restore and Maintain a Historic Railcar and Potential Siting Locations and Provide Direction to Staff.</u> Assistant City Manager Tom Ritter provided the presentation.

Mayor Tanaka clarified that if this estimate was accurate, the City would really only be on the hook for about half of that. Aren't some of the proponents saying that they should raise some money and Supervisor Cox is going to agree to pay for some of this out of his discretionary funds from the County? This is a potential fundraising item for CHA as well. Is that accurate?

City Manager Blair King understands that Supervisor Cox is willing to acquire and move the railcar. Restoration costs or costs to display or house that would be all on the City. There is a commitment to raise money. There is a commitment that there would be volunteer labor. Staff's suggestion is to make sure that the Council knows that it is assumed that the City would be fully responsible for completing this project. If somewhere during the course of the project some of the key volunteers fell out or something should happen that would fall on the City. Staff would like the Council's mindset to be worst-case scenario. Worst-case scenario, it could cost the City $1 million and anything back from that is a benefit.

Mr. Ritter continued with his presentation.

Councilmember Bailey commented that this cost could be a pretty large dollar amount. Did we look into how much it would cost to either build or buy a replica?

Mr. Ritter didn't look at that specifically but some of the things he has read and heard of suggest that it would probably cost less to purchase a non-working replica where it is rebuilt. It wouldn't be cheap. It would still be several hundred thousand dollars or maybe just a little cheaper to have a replica but he believes that it would be a little bit less.

Councilmember Sandke referred to the original artists' rendering the Council was presented with several months ago. The siting of it was on the other side of the trees, on the Bay side of the park and it also did not affect the situation with that bench. He appreciates the comments made earlier about that. These now indicate that it will be on the other side of the structure. He asked for help with that. He liked it where it was.

Mr. Ritter responded that staff didn't look at it closer to the Bay side. Staff could look at that as part of the public workshops if the Council wants that. Staff thought the more logical place was where the photo simulations were done but if the Council wants staff to look at multiple other locations that can be done. There was no particular reason why they didn't use that but this just seemed to be the logical location. It doesn't technically impact the bench. It could remain. It doesn't have to be moved.

Mayor Tanaka asked Mr. Ritter to put the slide up again that shows where the bench is located.

Mayor Tanaka invited public comment.

Al Ovrom made the point that if you go out and look that is a dead end path with two benches on it. There are two ways of looking at this. One is that might be a good place to contemplate but on the other side it is not a very good place if you really want to honor people. In the wisdom of the City, they may want to move those benches to a more prominent place where they actually get some viewing. Staff has presented some locations. The recommendation is that the Council give direction to staff as to what to do next. He thinks that what we need to do is work with staff to come with a set of presentation points to the owner because we have no idea whether he is going to agree with this or not. It could be all for naught. We have to get over and talk to him. A way of doing that is for the Council to agree to have the City Manager go ahead and begin the ball rolling with the Supervisor and others to see what is out there and if it is really possible. A member of the Council may go or the Assistant City Manager may go but at least someone of that ilk should

be there during that negotiation. He spoke with Bruce Coons who thought that the $500,000 to fix it up was probably a little bit high based on his experience with the one in National City. Again, there are many factors we don't know.

Harold Myers commented that after the traffic issue, this really seems like much ado about nothing. He sees a couple of people in the audience who are not in favor of this and maybe a couple of citizens in favor of it. The amount of staff time dedicated already seems to be way over the top. He thinks it is very important that we save our open space and our park space for future generations. It is constantly threatened with clutter that may or may not have anything to do with Coronado. In this particular situation, it started out as a historic Coronado trolley. Now we know that it is a National City Railway car that we can only document came to Coronado one time. This was here. We did have passenger trains in Coronado that were not very successful but they were here. We have to make a choice here. Do we want to spend $1 million on solving our traffic problems? Do we want to spend staff time on traffic problems or do we want to spend that on a railroad car that really people don't have much interest in. Regarding the staff report, the pictures that were included in the agenda were pictures that Joe Ditler had presented and were taken a number of years ago. He drove out to see it. It has deteriorated considerably since the photos were taken. Termites have done considerable damage to the structure itself. Before the City does anything and we find out how much it is really going to cost, we need to really find out what it looks like today. Regarding the SEAL Team memorial bench, which is the only SEAL Team memorial bench we have in Coronado, the bench might not have to be moved but you can bet it certainly would disturb the area. The park is meant to be a memorial park, not a tourist attraction. The other thing in the staff report is that they did not consider how much room it would take if we include a structure. Maybe we ought to just dump the whole idea and spend our time on important things for the City.

David Greer commented that this is a piece of junk. Any restorer in their right mind would not take on a project like this because you would basically be rebuilding the entire thing. There would not be very many pieces from the original structure on there. Come on! $1 million. He agrees wholeheartedly with spending the money towards traffic safety or parking structures.

David Slack stated that this issue is really important to him as a global citizen and as a citizen of the City of Coronado. Certainly, the value of something that is historic on a level that is beyond our City, that could be provided free to the City of Coronado, has some merit. He would like to discuss this further with anyone that is interested. This could be done for free. He can guarantee that. He has read enough and knows enough. The only question he has that is just a general question is who has read the Brown Act at all.

Joe Ditler asked what happened to the plan to have Bill Gise restore this railcar. He has never called it a trolley. It has always been a railcar. Last he heard Mr. Gise had a plan to restore it. He said it was eminently restorable. They went out and looked at it together. It is certainly in no worse condition than Little Mac was, the fire truck that he personally restored, and half a dozen other projects he has seen Mr. Gise do. He doesn't know why people don't like this railcar. It is a piece of our history. This is part of our transportation history and there is no question about it. The condition of this car, according to the owner, was better than the one they took and restored for National City. There is a lot of the original car here. He doesn't see much difference in his photos and these photos. As far as replicas, he went through this whole thing with a lot of museums up and down the coast in the maritime industry and they all wanted to build replica tall ships. They

found out that the replicas needed to be restored after a couple of years, too. If you are going to build something that is not real, that is not historic, when you have a chance to he doesn't think there is a choice to be made. You have to really look at what this is. This town has always been two towns – the Hotel Del side of the island and the Ferry Landing side. In between is like no man's land. He thinks we should be focusing on more things in the middle. Please don't put this railcar down on the Strand, out of sight and out of mind. It will disappear under graffiti and vandalism in no time at all. He would love to see it right across from the Library in the median strip between the Library and Spreckels Park or somewhere in that area where we could encourage more visitor traffic.

Bruce Coons, Save Our Heritage Organization, commented that the question is whether this is appropriate for display in Coronado. The facts are that it was taken into service by the San Diego Southern, which is the successor railroad to the Coronado and National City and Otay Railroad. The facts are that it was definitely in town during those years. It continued to be in service for some time. You can argue about how many times it was used. It was a beautiful car. Unlike the restoration in National City, this is planned to be a much better restoration. It was deep maroon with gold leaf decoration. It was gorgeous and it probably should say San Diego Southern on it. It had varnished oak posts and inside is redwood and sugar pine alternating ceiling. It was quite a gorgeous car. It would be an ornament to the waterfront. He has owned three railroad cars himself and has done restorations. Admittedly, this is a very conservative estimate on restoration. It should easily be done for half of that.

Ms. Downey asked Mr. Coons about his restoration of other cars. We all talk about the National City companion to this but we also have some historic train stuff in our museum in Balboa Park. She is trying to figure out if there is another opportunity for people to see this type of history anywhere else in San Diego.

Mr. Coons responded that it is really only in National City. These open cars were very rare, even at the time. They were California cars and were very much for the environment here and so there weren't very many of them. He added that the Coronado cars were very much the same cars. They don't exist anymore. This is the only opportunity to have an original car like this.

Mayor Tanaka is ambivalent on this and would rather hear from people who are not.

Councilmember Downey was the only one who said she didn't want it here. That was not the location she wanted. She was adamant about that. She wanted to pursue several other locations that all were cut out except for the one down the Strand. Her problem is, before we even get to the money, she doesn't want to put it here. Whatever order we want to discuss things in, she thought that if you take care of that first…

Mayor Tanaka clarified that is a deal breaker for Ms. Downey. If it is situated next to these chambers, she is against it. That isn't Mayor Tanaka's deal breaker issue. If it is enclosed, that would be his deal breaker. He knows that it costs money to restore it but the whole point is for people to see it. If people see it enough, they may want to stop and pull over to check it out. His other big concern is liability. He wants it open to the public but every time someone hits their head on something they are going to blame the City for leaving something like this out in the open. When he says he is ambivalent he is ambivalent leaning no.

Councilmember Bailey is leaning no himself. As much as he respects Mr. Ovrom and Mr. Ditler, he has a couple of issues with this. One is losing the park land and view corridor slightly. That does trouble him a little bit. The authenticity or at least the significance that the railcar played in Coronado's history is also something. Finally, the cost is an issue. To him, the Council's job is to balance priorities. If the Council were to spend $250,000 or $500,000 or $1 million on this project and not increase the level of traffic enforcement, the previous group that was in here would return with pitchforks. Because of that, he is leaning toward the side of no. If Supervisor Cox, in conjunction with Bill Gise and others, want to submit another proposal that really drives down these costs, he would be open to entertaining this but at this point he would be a no.

Councilmember Sandke disagrees with Ms. Downey. He thinks this would be an ideal location. He concurs with Mayor Tanaka that an open and tangible asset that people can crawl on, touch and feel history is appropriate. Mr. Bailey spoke about the historical significance of it. That part doesn't concern him so much. The comments made about finance really do. The exposure financially to the City is significant. As an ornament, he thinks he would be willing to entertain moving forward with it in this site and put together a coherent financial plan that buttons those numbers down a little clearer going forward. He would be in support of the City obtaining that through the help of Supervisor Cox and with the kind guidance of Bill Gise.

Councilmember Woiwode really likes trains of any kind anywhere. He doesn't feel as if this reflects his priorities at the moment. It isn't that we are trading one dollar for another and not to say that this is frivolous in light of other things we have heard tonight – he doesn't believe either of those to be the case. He just doesn't get the picture of why this railcar is important for us to take care of and to display. He has tried talking himself into it because he grew up wanting to be an engineer so he could drive trains. He is not with it.

Mayor Tanaka commented that as much as he likes something free, he thinks it says a lot about the City and its lack of commitment that we keep trying to find someone else to pay for and take care of this. He knows when the pool was a big issue that was one of the concerns. The City had enough money to buy a pool but not enough money to necessarily keep maintaining it. He is concerned that this is the same thing. If this City Council keeps saying that if Mr. Cox will pay for it, if Mr. Gise will build it, if everyone else will do the work, maybe we want it. That, in the end, isn't a very powerful message. He thinks that if the City isn't excited about owning it, if we aren't excited about financing it, then he hates to say it but that probably indicates that we should not be wasting people's time whose hearts and wallets are into it. He suggested that the Council table this item. He doesn't even want to particularly recommend that people come back with another proposal because he keeps hearing from this group that maybe if it is totally free it would consider it. That is a pretty uninspiring message. He would say that, for the time being, the City Council's answer is to not pursue this project.

Council consensus was to table this item.

12. <u>CITY ATTORNEY:</u> No report.

13. <u>COMMUNICATIONS - WRITTEN:</u> None.

14. <u>ADJOURNMENT:</u> The Mayor adjourned the meeting at 7:39 p.m.

Approved: (Date), 2015

_____
Casey Tanaka, Mayor
City of Coronado

Attest:

_____
Mary L. Clifford
City Clerk

DRAFT

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APPROVAL OF READING BY TITLE AND WAIVER OF READING IN FULL OF ORDINANCES ON THIS AGENDA

The City Council waives the reading of the full text of every ordinance contained in this agenda and approves the reading of the ordinance title only.

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Warrant List for
City Council Meeting
June 16, 2015

I hereby certify that the demands listed in the table below and on the attached vendor payment audit report for the City of Coronado and the City of Coronado Acting as the Successor Agency to the Community Development Agency of the City of Coronado are correct and just to the best of my knowledge and conform to the approved budget for Fiscal Year 2014/2015. Money is available in the proper funds to pay these demands.

Agency	Warrant(s)	Voucher(s)
City of Coronado	10107176 - 10107440	V4007050 – V4007094
City of Coronado Acting as the Successor Agency to the Community Development Agency of the City of Coronado	90005575-90005576	None
Voided Warrant(s) and Voucher(s)	None	None

Leslie Suelter
City Treasurer

Approved by the City Council on _____

_____
Mayor

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SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107178	05/28/15	10068	AGRICULTURAL PEST C	100315	8030	1ST/ALAMEDA STORAGE	0.00	215.00
1011	10107178	05/28/15	10068	AGRICULTURAL PEST C	100316	8030	SUNSET PARK 4/15	0.00	65.00
1011	10107178	05/28/15	10068	AGRICULTURAL PEST C	100316	8030	CAYS PARKS 4/21/15	0.00	75.00
1011	10107178	05/28/15	10068	AGRICULTURAL PEST C	100313	8030	BAYVIEW PARK 4/21	0.00	75.00
TOTAL CHECK								0.00	430.00
1011	10107179	05/28/15	16605	AIS SPECIALTY PRODU	100314	8560	7-23 UNDERCOAT	0.00	857.65
1011	10107182	05/28/15	17065	AMAZON.COM	100550	8505		0.00	316.51
1011	10107183	05/28/15	16890	AMERICAN MESSAGING	100251	8030	HCFA PAGERS 2015-5	0.00	199.93
1011	10107184	05/28/15	16720	AMERICAN TIRE DISTR	100313	8250	5-17 2 TIRES	0.00	35.92
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100311	8560	UNIFORMS 4/15	0.00	14.95
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100316	8385	UNIFORMS 4/15	0.00	49.30
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100316	8030	TOWEL/MATS 4/15	0.00	127.87
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100312	8030	TOWEL/MATS 4/15	0.00	127.87
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100315	8030	TOWEL/MATS 4/15	0.00	164.40
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100312	8385	UNIFORMS 4/15	0.00	176.75
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100313	8385	UNIFORMS 4/15	0.00	176.78
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100315	8385	UNIFORMS 4/15	0.00	57.75
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100311	8560	TOWEL/MATS 4/15	0.00	200.93
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100314	8385	UNIFORMS 4/15	0.00	214.00
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100314	8030	TOWEL/MATS 4/15	0.00	237.46
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	100313	8030	TOWEL/MATS 4/15	0.00	347.06
TOTAL CHECK								0.00	1,895.12
1011	10107186	05/28/15	13209	ARROWHEAD MOUNTAIN	100314	8560	WATER-FLEET-1428	0.00	34.55
1011	10107186	05/28/15	13209	ARROWHEAD MOUNTAIN	100313	8560	WATER-PARK-1293	0.00	93.12
1011	10107186	05/28/15	13209	ARROWHEAD MOUNTAIN	100311	8560	WATER-ADMIN-1519	0.00	182.13
1011	10107186	05/28/15	13209	ARROWHEAD MOUNTAIN	100313	8560	WATER-PARKS-1485	0.00	6.48
1011	10107186	05/28/15	13209	ARROWHEAD MOUNTAIN	100315	8560	WATER-FAC-1493	0.00	19.45
TOTAL CHECK								0.00	335.73
1011	10107190	05/28/15	16285	ATEL COMMUNICATIONS	100145	8320	LABOR-VOICE	0.00	28.69
1011	10107191	05/28/15	15409	BILL HOWE PLUMBING,	100315	8030	GOLF CLOGGED DRAIN	0.00	95.00
1011	10107191	05/28/15	15409	BILL HOWE PLUMBING,	100315	8030	LIB R/R SINK	0.00	95.00
1011	10107191	05/28/15	15409	BILL HOWE PLUMBING,	100315	8030	CLEAR DRAIN LINES	0.00	450.00
1011	10107191	05/28/15	15409	BILL HOWE PLUMBING,	100315	8030	CLEAR DRAIN LINES	0.00	525.00
1011	10107191	05/28/15	15409	BILL HOWE PLUMBING,	100315	8030	CLEAR DRAIN LINES	0.00	590.00
1011	10107191	05/28/15	15409	BILL HOWE PLUMBING,	100315	8030	CLEAR DRAIN LINES	0.00	900.00
1011	10107191	05/28/15	15409	BILL HOWE PLUMBING,	100315	8030	CLEAR DRAIN LINES	0.00	1,050.00
TOTAL CHECK								0.00	3,705.00
1011	10107192	05/28/15	10213	BLACKIE'S TROPHIES	100140	8560	BARCELLO-NAMEPLATE	0.00	12.96
1011	10107192	05/28/15	10213	BLACKIE'S TROPHIES	100142	8560	CVL SRV COM-NAMEPLA	0.00	57.24
TOTAL CHECK								0.00	70.20
1011	10107194	05/28/15	16975	BURKE, WILLIAMS & S	100135	8047	LGL SRV-CIVIL SRV C	0.00	885.00

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ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

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1011	10107197	05/28/15	10308	CAL-AM WATER (LIBRA	100550	8237	WATER SERV 5/6-6/4	0.00	56.59
1011	10107198	05/28/15	10304	CAL-AM WATER (POLIC	100211	8237	FIRE SPRINK MAYJUN	0.00	56.59
1011	10107198	05/28/15	10304	CAL-AM WATER (POLIC	100213	8237	ACF WATER APRIL 201	0.00	147.14
TOTAL CHECK								0.00	203.73
1011	10107199	05/28/15	15660	CAPITAL ONE COMMERC	100251	8415	ST. COFFEE FILTER	0.00	22.85
1011	10107200	05/28/15	16871	CARQUEST AUTO PARTS	100314	8250	PARTS INVENTORY	0.00	532.48
1011	10107200	05/28/15	16871	CARQUEST AUTO PARTS	100314	8525	SHOP EQUIPMENT	0.00	1,155.60
1011	10107200	05/28/15	16871	CARQUEST AUTO PARTS	100314	8250	13-2 LIGHT BULBS	0.00	67.98
1011	10107200	05/28/15	16871	CARQUEST AUTO PARTS	100314	8250	12-2 ALTERNATOR	0.00	137.97
TOTAL CHECK								0.00	1,894.03
1011	10107201	05/28/15	15305	CINTAS CORPORATION	100251	8385	HQ TWL/MAT SVC 0513	0.00	88.98
1011	10107201	05/28/15	15305	CINTAS CORPORATION	100251	8385	CAYS TWL/MAT SVC 05	0.00	107.26
TOTAL CHECK								0.00	196.24
1011	10107202	05/28/15	14983	COASTAL POOL & SPA	100315	8252	FOUNTAIN REPAIR	0.00	146.35
1011	10107202	05/28/15	14983	COASTAL POOL & SPA	100315	8252	FOUNTAIN SVC 5/15	0.00	435.00
TOTAL CHECK								0.00	581.35
1011	10107203	05/28/15	10753	COMPLETE OFFICE (GR	100110	8560	AVE OF HERO-RECEPTI	0.00	34.94
1011	10107203	05/28/15	10753	COMPLETE OFFICE (GR	100140	8560	OFFICE SUPPLIES	0.00	39.94
TOTAL CHECK								0.00	74.88
1011	10107205	05/28/15	10463	CORONADO LOCK AND K	100315	8030	PRT DOORS	0.00	55.00
1011	10107205	05/28/15	10463	CORONADO LOCK AND K	100255	8555	KEYS, LOCK & RINGS	0.00	86.87
TOTAL CHECK								0.00	141.87
1011	10107207	05/28/15	16756	CRYSTAL CLEAN CAR W	100212	8250	CAR WASH APRIL 2015	0.00	160.00
1011	10107208	05/28/15	12531	D&D WILDLIFE-HABITA	100313	8030	NATURE BRIDGE/MEDIA	0.00	1,565.40
1011	10107211	05/28/15	15342	DELTA GLOVES	100211	8580	GLOVES	0.00	368.60
1011	10107212	05/28/15	10551	DIAMOND ENVIRONMENT	100315	8030	PORT RR SVC	0.00	4,150.00
1011	10107213	05/28/15	15795	DIXIELINE PRO BUILD	100315	8252	BOAT DOCK	0.00	44.64
1011	10107214	05/28/15	10598	EAGLE NEWSPAPER LLC	100211	8425	PARKING MTR RFP AD	0.00	100.00
1011	10107214	05/28/15	10598	EAGLE NEWSPAPER LLC	100120	8390	LEGAL NOTICES-CTID	0.00	1,255.00
1011	10107214	05/28/15	10598	EAGLE NEWSPAPER LLC	100120	8390	LEGAL NOTICES-CTID	0.00	1,449.00
TOTAL CHECK								0.00	2,804.00
1011	10107216	05/28/15	10612	EL CORDOVA GARAGE	100211	8030	TOW SVC 7D60696	0.00	50.00
1011	10107216	05/28/15	10612	EL CORDOVA GARAGE	100211	8030	TOW SVC JKA6089	0.00	50.00
TOTAL CHECK								0.00	100.00
1011	10107218	05/28/15	10634	EWING IRRIGATION PR	100313	8255	IRRIGATION PARTS	0.00	180.73
1011	10107219	05/28/15	12323	FARNUM ELECTRIC	100315	8030	SERVICE LIGHTS TNS	0.00	140.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107219	05/28/15	12323	FARNUM ELECTRIC	100315	8030	RPLC GFC	0.00	330.00
1011	10107219	05/28/15	12323	FARNUM ELECTRIC	100315	8030	RPLC BREAKERS	0.00	345.00
1011	10107219	05/28/15	12323	FARNUM ELECTRIC	100315	8030	LIGHT REPAIR	0.00	425.00
TOTAL CHECK								0.00	1,240.00
1011	10107220	05/28/15	12208	FERGUSON ENTERPRISE	100315	8252	C.B. WMN'S RR	0.00	26.07
1011	10107220	05/28/15	12208	FERGUSON ENTERPRISE	100315	8560	C.B. SHWRS	0.00	27.95
TOTAL CHECK								0.00	54.02
1011	10107221	05/28/15	15885	FIRESTONE COMPLETE	100316	8250	14-1 ALIGNMENT	0.00	72.24
1011	10107224	05/28/15	17056	GLOBAL ENVIRONMENTA	100312	8250	3-8 SHIFTER SWITCH	0.00	77.86
1011	10107224	05/28/15	17056	GLOBAL ENVIRONMENTA	100312	8250	3-8 SHIFTER CONTROL	0.00	978.27
1011	10107224	05/28/15	17056	GLOBAL ENVIRONMENTA	100312	8250	3-8 SUSPENSION PART	0.00	7,338.68
TOTAL CHECK								0.00	8,394.81
1011	10107225	05/28/15	12520	GRAINGER	100315	8560	PPE	0.00	46.66
1011	10107225	05/28/15	12520	GRAINGER	100315	8560	PPE	0.00	191.63
1011	10107225	05/28/15	12520	GRAINGER	100315	8560	PPE	0.00	191.63
1011	10107225	05/28/15	12520	GRAINGER	100313	8560	PPE GLOVES	0.00	265.25
1011	10107225	05/28/15	12520	GRAINGER	100316	8560	PPE GLOVES	0.00	265.25
TOTAL CHECK								0.00	960.42
1011	10107227	05/28/15	10766	HANDY METAL MART	100315	8252	LOADING DOCK	0.00	275.28
1011	10107230	05/28/15	15981	HORIZON	100313	8250	GASKETS	0.00	27.86
1011	10107231	05/28/15	10817	HYDRO-SCAPE PRODUCT	100313	8255	IRRIGATION PARTS	0.00	201.11
1011	10107232	05/28/15	15587	IPMA-HR SAN DIEGO I	100251	8415	LM LEADERSHIP PRGM	0.00	40.00
1011	10107233	05/28/15	16627	IR BUILDERS	100312	8030	SPRECKLES CURB	0.00	2,460.00
1011	10107238	05/28/15	16003	L & L PRINTERS	100140	8390	FY16 PROPOSED BUDGE	0.00	1,431.00
1011	10107240	05/28/15	99460000	LEXIS NEXIS	100	5926	OVER PMT 20150783	0.00	4.00
1011	10107241	05/28/15	10979	LIFE ASSIST, INC.	100251	8580	EMS SUPPLIES	0.00	356.40
1011	10107241	05/28/15	10979	LIFE ASSIST, INC.	100251	8580	EMS SUPPLIES	0.00	489.19
TOTAL CHECK								0.00	845.59
1011	10107243	05/28/15	13143	MASON'S SAW & LAWNM	100313	8250	PARTS WATERS	0.00	15.82
1011	10107245	05/28/15	11835	MIRACLE RECREATION	100315	8252	PLAYSTATION PAINT	0.00	993.02
1011	10107246	05/28/15	11079	MIRAMAR FORD TRUCK	100314	8250	8-1 COMPRESSOR REPA	0.00	226.70
1011	10107248	05/28/15	15947	MOTOWORLD OF EL CAJ	100314	8250	7-26 REPAIR	0.00	742.78
1011	10107249	05/28/15	10712	NAPA AUTO PARTS	100314	8560	SHOP SUPPLIES	0.00	9.04
1011	10107249	05/28/15	10712	NAPA AUTO PARTS	100314	8250	7-21	0.00	31.97
1011	10107249	05/28/15	10712	NAPA AUTO PARTS	100314	8250	7-20	0.00	31.97

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107249	05/28/15	10712	NAPA AUTO PARTS	100314	8560	PPE GLASSES	0.00	31.97
TOTAL CHECK								0.00	104.95
1011	10107250	05/28/15	16570	NATIONAL PETROLEUM	100314	8530	SYNTHETIC OIL	0.00	267.88
1011	10107251	05/28/15	13380	NEXGEN	100314	8560	SHOP BUG SPRAY	0.00	417.24
1011	10107252	05/28/15	16319	NORTH COUNTY EVS, I	100314	8250	5340 REFULE ENGINE	0.00	210.00
1011	10107253	05/28/15	15137	OFFICE DEPOT (ACCT	100140	8560	OFFICE SUPPLIES	0.00	-43.26
1011	10107253	05/28/15	15137	OFFICE DEPOT (ACCT	100140	8560	OFFICE SUPPLIES	0.00	64.78
TOTAL CHECK								0.00	21.52
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	100314	8560	OFFICE SUPPLIES	0.00	8.34
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	100312	8560	OFFICE SUPPLIES	0.00	298.95
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	100311	8560	OFFICE SUPPLIES	0.00	345.85
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	100311	8560	OFFICE SUPPLIES	0.00	413.80
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	100314	8560	OFFICE SUPPLIES	0.00	445.65
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	100312	8560	OFFICE SUPPLIES	0.00	34.20
TOTAL CHECK								0.00	1,546.79
1011	10107255	05/28/15	11160	OFFICE DEPOT	100211	8561	CORRECTION TAPE	0.00	13.85
1011	10107255	05/28/15	11160	OFFICE DEPOT	100211	8561	OFFICE SUPPLIES	0.00	94.27
TOTAL CHECK								0.00	108.12
1011	10107256	05/28/15	11211	PACIFIC LAWNMOWER W	100313	8555	TREE CREW	0.00	320.12
1011	10107258	05/28/15	15312	PERRY OF NATIONAL C	100316	8250	14-1 O2 SENSOR	0.00	46.43
1011	10107258	05/28/15	15312	PERRY OF NATIONAL C	100314	8250	CREDIT RETURN	0.00	-81.75
1011	10107258	05/28/15	15312	PERRY OF NATIONAL C	100314	8250	9-3	0.00	37.34
TOTAL CHECK								0.00	2.02
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100255	8535	2 DISH/SINK BRSH:CA	0.00	5.38
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8250	THERMOMETER:IHDE	0.00	7.87
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAG:CLEMNTS:JAN1	0.00	14.95
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAGE:MARTNZ:APR1	0.00	16.85
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	SDCFCA MTG:MRTNZ/BR	0.00	20.00
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100255	8535	CRCT BRKRS/BTTRY TA	0.00	21.66
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAGE:PEAKE:FEB15	0.00	22.54
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAGE:MRTNZ:WRKSH	0.00	25.80
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAGE:BRADEN:NOV-	0.00	27.61
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAGE:PEAKE:FEB15	0.00	44.62
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	PIPE:LN CHNG TRN:HA	0.00	44.91
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAG:CLEMNTS:MAR1	0.00	45.20
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAGE:MODEEN:MAR1	0.00	60.26
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8540	MISC HARDWARE:DOROS	0.00	82.20
1011	10107259	05/28/15	10003	PETTY CASH - FIRE S	100251	8415	MILEAGE:CLEMNTS:FEB	0.00	91.43
TOTAL CHECK								0.00	531.28
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100212	8350	EXPLORER PHOTO HOLD	0.00	4.31
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8580	LRGPOLY BAG11-1479/	0.00	5.94
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100212	8350	EXPLORER PHOTOS	0.00	7.00

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100212	8350	CANDY FOR EXPLR EVE	0.00	8.79
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8400	SHIP BADGE	0.00	9.17
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8415	PARKING - COURT	0.00	14.00
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8415	RESERVE CMDR MTG	0.00	14.04
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8414	SELLER PER DIEM ARI	0.00	16.00
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8415	RESERVE CMDR MTG	0.00	17.31
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100212	8350	EXPLORER FLYER	0.00	19.41
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100212	8250	TOTAL STATION BATTE	0.00	19.42
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8535	BAIT BIKE LOCKS	0.00	23.30
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100212	8530	GAME FOR EXPLR EVNT	0.00	25.91
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8400	SHIPPING 2015-0914	0.00	36.84
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8414	ROSE SUPERVISORY CO	0.00	81.83
1011	10107260	05/28/15	10006	PETTY CASH - POLICE	100211	8414	CEDENO SUPERVISO CO	0.00	81.83
TOTAL CHECK								0.00	385.10
1011	10107262	05/28/15	11272	POWERSTRIDE BATTERY	100314	8250	5304 PART	0.00	335.57
1011	10107263	05/28/15	15808	PROMOVENTURES	100255	7160	36 UNIF HATS	0.00	371.04
1011	10107266	05/28/15	12743	QS WHOLESALE, INC	100255	7160	1 UNIF SWIMSUIT	0.00	23.32
1011	10107266	05/28/15	12743	QS WHOLESALE, INC	100255	7160	2 UNIF SWIMSUITS	0.00	39.07
1011	10107266	05/28/15	12743	QS WHOLESALE, INC	100255	7160	68 UNIF SWIMSUITS	0.00	1,092.79
TOTAL CHECK								0.00	1,155.18
1011	10107267	05/28/15	11301	QUILL CORPORATION	100251	8560	CREDIT TISSUE	0.00	-18.01
1011	10107267	05/28/15	11301	QUILL CORPORATION	100252	8535	EOC CONSUMABLES	0.00	4.31
1011	10107267	05/28/15	11301	QUILL CORPORATION	100252	8560	EOC OFFICE SUPPLIES	0.00	17.05
1011	10107267	05/28/15	11301	QUILL CORPORATION	100252	8535	EOC CONSUMABLES	0.00	17.79
1011	10107267	05/28/15	11301	QUILL CORPORATION	100251	8560	OFFICE SUPPLIES	0.00	27.62
1011	10107267	05/28/15	11301	QUILL CORPORATION	100252	8535	EOC CONSUMABLES	0.00	108.12
TOTAL CHECK								0.00	156.88
1011	10107269	05/28/15	16697	RUSS BEE REMOVAL	100313	8030	BEE REMOVAL	0.00	375.00
1011	10107271	05/28/15	16893	SAN DIEGO REALTY AD	100120	8065	CONSULTING FEE-PURV	0.00	5,000.00
1011	10107272	05/28/15	15197	SANDLER BROTHERS	100314	8560	SHOP RAGS	0.00	304.17
1011	10107273	05/28/15	15636	SATCOM GLOBAL, INC	100311	8320	SIMS CARD 4/15	0.00	50.19
1011	10107274	05/28/15	11837	SDCFCA - SD CO.FIRE	100251	8415	2015 SDCFCA INST LN	0.00	100.00
1011	10107275	05/28/15	12001	SDG&E-(POLICE)	100213	8235	ACF ELEC APR-MAY 20	0.00	1,351.70
1011	10107275	05/28/15	12001	SDG&E-(POLICE)	100211	8235	PD ELEC APR-MAY 201	0.00	9,789.09
1011	10107275	05/28/15	12001	SDG&E-(POLICE)	100213	8236	ACF GAS APR-MAY 201	0.00	16.90
1011	10107275	05/28/15	12001	SDG&E-(POLICE)	100211	8236	PD GAS APR-MAY 2015	0.00	355.65
TOTAL CHECK								0.00	11,513.34
1011	10107277	05/28/15	11429	SDG&E-(LIBRARY ACCT	100550	8236	GAS SERV 4/14-5/14	0.00	209.27
1011	10107277	05/28/15	11429	SDG&E-(LIBRARY ACCT	100550	8235	ELECT SERV 4/13-5/1	0.00	9,242.32
TOTAL CHECK								0.00	9,451.59

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107280	05/28/15	15952	SEASIDE FENCE CO.	100315	8252	REPAIR GATE	0.00	400.00
1011	10107282	05/28/15	16362	SOUTHWEST ENTRANCES	100315	8030	GYM DOOR REPAIR	0.00	210.00
1011	10107282	05/28/15	16362	SOUTHWEST ENTRANCES	100315	8030	DOORS GOLF	0.00	233.76
1011	10107282	05/28/15	16362	SOUTHWEST ENTRANCES	100315	8030	GYM DOOR	0.00	334.50
TOTAL CHECK								0.00	778.26
1011	10107283	05/28/15	11557	SOUTHWEST SIGNAL SE	100312	8030	1ST/ORANGE 4/15	0.00	90.00
1011	10107284	05/28/15	13728	SOUTHWESTERN COLLEG	100255	8415	5 HCP CARDS LG	0.00	35.00
1011	10107284	05/28/15	13728	SOUTHWESTERN COLLEG	100255	8415	9 HCP CARDS LG	0.00	63.00
TOTAL CHECK								0.00	98.00
1011	10107285	05/28/15	15897	STATEWIDE TRAFFIC S	100312	9045	BARRICADES	0.00	378.00
1011	10107288	05/28/15	15907	SUPERIOR CLEANING E	100312	8250	3-30 PWR WASHER	0.00	125.00
1011	10107288	05/28/15	15907	SUPERIOR CLEANING E	100315	8030	PWR WASH PIT SVC	0.00	125.00
1011	10107288	05/28/15	15907	SUPERIOR CLEANING E	100315	8252	PWR WASH PIT	0.00	571.05
1011	10107288	05/28/15	15907	SUPERIOR CLEANING E	100315	8250	PWR WASHER PARTS	0.00	631.20
TOTAL CHECK								0.00	1,452.25
1011	10107289	05/28/15	11614	SUPERIOR READY MIX	100312	8255	CONCRETE	0.00	358.04
1011	10107289	05/28/15	11614	SUPERIOR READY MIX	100312	8255	CONCRETE	0.00	429.28
TOTAL CHECK								0.00	787.32
1011	10107291	05/28/15	16824	TBT, INC. WESTERN D	100315	8030	C.H. DOOR REPAIR	0.00	496.00
1011	10107292	05/28/15	15878	TERRA BELLA NURSERY	100313	8535	PLANT MATERIAL	0.00	258.47
1011	10107294	05/28/15	10981	THE LIGHTHOUSE INC.	100314	8250	8-1 ELECTRICAL PART	0.00	119.66
1011	10107294	05/28/15	10981	THE LIGHTHOUSE INC.	100314	8250	8-4 ELECTRICAL PART	0.00	206.82
TOTAL CHECK								0.00	326.48
1011	10107295	05/28/15	12777	THE MESSENGER COMPA	100370	8560	DOCS TO TRITON	0.00	25.31
1011	10107296	05/28/15	11640	TIME WARNER CABLE	100550	8320	INTERNET SERV 5/7-6	0.00	1,799.00
1011	10107297	05/28/15	16963	T-MAN TRAFFIC SUPPL	100312	8255	STOP SIGN REPLC	0.00	1,009.70
1011	10107298	05/28/15	16889	TRUTH WINDOW CLEANI	100312	8030	PWR WASH 3/15	0.00	9,875.00
1011	10107301	05/28/15	15068	UNITED FASTENER CO.	100315	8252	BOAT DOCK	0.00	8.93
1011	10107302	05/28/15	17075	UNITED STATES TREAS	100	2098	KELLY-WTHLDG IRS LE	0.00	768.00
1011	10107303	05/28/15	14225	US BANK (IMPAC GOV	100142	8415	LNCH-TRISTR WK COMP	0.00	50.18
1011	10107303	05/28/15	14225	US BANK (IMPAC GOV	100142	8415	WBNR-CA LVE LAW	0.00	55.00
1011	10107303	05/28/15	14225	US BANK (IMPAC GOV	100142	8415	REEVE-LAWCX MTG SCR	0.00	196.00
TOTAL CHECK								0.00	301.18
1011	10107304	05/28/15	16952	VALLEY FLOOR COVERI	100211	8252	BAL DUE-BREAKRM FLO	0.00	3,901.95

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107305	05/28/15	12703WW	VERIZON WIRELESS	100370	8320	CELL PH CHRGS-ENG	0.00	2.60
1011	10107305	05/28/15	12703WW	VERIZON WIRELESS	100550	8320	CELL PH CHRGS-LIBR	0.00	25.69
1011	10107305	05/28/15	12703WW	VERIZON WIRELESS	100145	8320	CELL PH CHRGS-AS	0.00	192.13
1011	10107305	05/28/15	12703WW	VERIZON WIRELESS	100120	8320	CELL PH CHRGS-CM	0.00	63.11
TOTAL CHECK								0.00	283.53
1011	10107306	05/28/15	12703FIR	VERIZON WIRELESS	100252	8320	DP PHONE 2015-4	0.00	59.84
1011	10107306	05/28/15	12703FIR	VERIZON WIRELESS	100255	8320	LG PHONES 2015-4	0.00	161.39
1011	10107306	05/28/15	12703FIR	VERIZON WIRELESS	100251	8320	FIRE PHONES 2015-4	0.00	518.84
TOTAL CHECK								0.00	740.07
1011	10107307	05/28/15	12703POL	VERIZON WIRELESS	100211	8320	CELL PH APR-MAY 201	0.00	1,853.11
1011	10107309	05/28/15	11725	VILLAGE HARDWARE	100315	8252	SPRECKLES PARK	0.00	58.28
1011	10107310	05/28/15	16521	VILLAGE NURSERIES,	100313	8535	PLANTS	0.00	765.47
1011	10107311	05/28/15	10348	VULCAN MATERIALS CO	100312	8255	BASE ROCK	0.00	253.70
1011	10107312	05/28/15	11756	WEST COAST ARBORIST	100313	8030	TREE TRIMMING	0.00	1,825.00
1011	10107315	06/04/15	17074	ADVANTECH GS ENTERP	100370	8030	G RENDANO APR SVCS	0.00	19,360.00
1011	10107316	06/04/15	16196	AEP CALIFORNIA LLC	100211	8250	REPLACE MONITOR CAB	0.00	146.21
1011	10107317	06/04/15	10068	AGRICULTURAL PEST C	100125	8252	RAT/MICE-CH	0.00	60.00
1011	10107317	06/04/15	10068	AGRICULTURAL PEST C	100316	8030	RAT/MICE OCEAN BLVD	0.00	350.00
1011	10107317	06/04/15	10068	AGRICULTURAL PEST C	100313	8030	SUNSET PARK 5/15	0.00	65.00
1011	10107317	06/04/15	10068	AGRICULTURAL PEST C	100313	8030	BAYVIEW PARK 5/15	0.00	75.00
1011	10107317	06/04/15	10068	AGRICULTURAL PEST C	100313	8030	CAYS PARK 5/15	0.00	75.00
TOTAL CHECK								0.00	625.00
1011	10107318	06/04/15	10071	AIRGAS USA, LLC	100251	8580	MAY 15 O2 REFILL	0.00	444.85
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100252	8320	6194350914 SHORES R	0.00	17.00
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100255	8320	6194351955 LG FAX	0.00	17.32
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100251	8320	6194235735 CAYS 911	0.00	17.32
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100252	8320	6194241031 CAYS FAX	0.00	17.32
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100251	8320	6195229605 HQ 911	0.00	17.32
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100251	8320	6194359268 HQ FAX	0.00	32.87
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100255	8320	6194350328 TWR ALAR	0.00	79.29
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100251	8320	6194350575 TELESTAF	0.00	86.78
1011	10107325	06/04/15	11204	AT&T (CORONADO FIRE	100252	8320	6195227851 EOC PHON	0.00	102.17
TOTAL CHECK								0.00	387.39
1011	10107326	06/04/15	15595	AT&T CALNET 2	100211	8320	RECRUIT LINE APRMAY	0.00	1.51
1011	10107326	06/04/15	15595	AT&T CALNET 2	100211	8320	PD DESK PH APR-MAY	0.00	683.56
TOTAL CHECK								0.00	685.07
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100115	8320	LOCAL TELEPHONE EXP	0.00	5.16
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100120	8320	LOCAL TELEPHONE EXP	0.00	7.45
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100255	8320	RECURR CHGS & TAXES	0.00	10.78

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100370	8320	LOCAL TELEPHONE EXP	0.00	14.25
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100550	8320	LOCAL TELEPHONE EXP	0.00	18.07
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100145	8320	LOCAL TELEPHONE EXP	0.00	18.30
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100311	8320	LOCAL TELEPHONE EXP	0.00	22.71
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100125	8320	LOCAL TELEPHONE EXP	0.00	22.80
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100251	8320	LOCAL TELEPHONE EXP	0.00	30.50
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100211	8320	LOCAL TELEPHONE EXP	0.00	38.31
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100125	8320	C60-222-2148-777	0.00	49.48
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100145	8320	C60-222-3043-777	0.00	199.79
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100311	8320	RECURR CHGS & TAXES	0.00	260.60
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100211	8320	RECURR CHGS & TAXES	0.00	363.38
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100125	8320	RECURR CHGS & TAXES	0.00	754.46
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100251	8320	RECURR CHGS & TAXES	0.00	108.18
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100550	8320	RECURR CHGS & TAXES	0.00	114.68
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100125	8320	LOCAL TELEPHONE EXP	0.00	0.05
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	100115	8320	LOCAL TELEPHONE EXP	0.00	0.28
TOTAL CHECK								0.00	2,039.23
1011	10107328	06/04/15	13646	AT&T/MCI(ADMIN SRV)	100211	8320	800 MHZ T1 LINE 48%	0.00	137.74
1011	10107328	06/04/15	13646	AT&T/MCI(ADMIN SRV)	100255	8320	800 MHZ T1 LINE 7.5	0.00	21.52
1011	10107328	06/04/15	13646	AT&T/MCI(ADMIN SRV)	100251	8320	800 MHZ T1 LINE 12%	0.00	34.44
1011	10107328	06/04/15	13646	AT&T/MCI(ADMIN SRV)	100311	8320	800 MHZ T1 LINE 30%	0.00	86.09
TOTAL CHECK								0.00	279.79
1011	10107335	06/04/15	13535	CDW GOVERNMENT CENT	100145	8560	STARTECH MINI DISPL	0.00	237.69
1011	10107335	06/04/15	13535	CDW GOVERNMENT CENT	100145	8030	XTM 520 STE 1Y	0.00	2,266.84
TOTAL CHECK								0.00	2,504.53
1011	10107336	06/04/15	15305	CINTAS CORPORATION	100251	8385	HQ TWL SVC 052015	0.00	41.15
1011	10107336	06/04/15	15305	CINTAS CORPORATION	100251	8385	CAYS TWL SVC 052015	0.00	50.27
TOTAL CHECK								0.00	91.42
1011	10107338	06/04/15	10753	COMPLETE OFFICE (GR	100110	8560	SODA, WATER - CC	0.00	47.07
1011	10107338	06/04/15	10753	COMPLETE OFFICE (GR	100125	8560	WALL CLOCK - CHAMBE	0.00	53.95
1011	10107338	06/04/15	10753	COMPLETE OFFICE (GR	100125	8561	COPY PAPER - CH	0.00	109.54
1011	10107338	06/04/15	10753	COMPLETE OFFICE (GR	100125	8561	COPY PAPER - CH	0.00	182.57
TOTAL CHECK								0.00	393.13
1011	10107339	06/04/15	16297	CONCORD TECHNOLOGIE	100145	8030	FAX SVC-ALL DEPTS-M	0.00	315.71
1011	10107342	06/04/15	99410000	CORRIERE FAMILY PAR	100	2073	SEISMIC REV REFUND	0.00	27.50
1011	10107344	06/04/15	11400	COUNTY OF SAN DIEGO	100212	8030	COURT FEES APR 2015	0.00	8,314.50
1011	10107346	06/04/15	14522	DELL MARKETING L.P.	100145	9043	COMPUTR EQUIPMENT	0.00	1,068.79
1011	10107346	06/04/15	14522	DELL MARKETING L.P.	100145	9043	COMPUTER EQUIPMENT	0.00	3,718.66
TOTAL CHECK								0.00	4,787.45
1011	10107347	06/04/15	17076	DENA M. SICKELS	100252	8415	EOC TRAINING SICKEL	0.00	900.00
1011	10107350	06/04/15	15562	EGOV STRATEGIES	100145	8030	WEBSITE MONTHLY CHR	0.00	617.22

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107351	06/04/15	10621	EMP-EMERGENCY MEDIC	100255	8560	LG EMS SUPPLIES	0.00	693.10
1011	10107353	06/04/15	10634	EWING IRRIGATION PR	100313	8255	IRRIGATION PARTS	0.00	131.52
1011	10107353	06/04/15	10634	EWING IRRIGATION PR	100313	8255	VALVE PARTS	0.00	325.16
TOTAL CHECK								0.00	456.68
1011	10107354	06/04/15	12323	FARNUM ELECTRIC	100315	8030	LIGHT POLE REPAIR	0.00	153.00
1011	10107355	06/04/15	16169	FASTENAL COMPANY	100314	8535	INVENTORY NUTS & BO	0.00	434.92
1011	10107356	06/04/15	12208	FERGUSON ENTERPRISE	100315	8252	LIB WMN RR	0.00	517.38
1011	10107357	06/04/15	15885	FIRESTONE COMPLETE	100314	8250	PD TIRES	0.00	1,066.43
1011	10107359	06/04/15	99460000	FOWLER, LOUISE LEE	100	4600	DIMISSED 9124126	0.00	24.50
1011	10107364	06/04/15	17052	GOVT STAFFING SERVI	100140	8030	ACCT TECH-MARTINET	0.00	2,485.00
1011	10107369	06/04/15	10809	HUDSON SAFE T LITE	100313	8255	BARRICADES	0.00	1,317.00
1011	10107372	06/04/15	15613	IMPERIAL SPRINKLER	100313	8535	SPRECKLES PARK	0.00	1,090.59
1011	10107379	06/04/15	99410000	KLEINFELDER	100	2073	SEISMIC REV COR CTR	0.00	4,872.50
1011	10107381	06/04/15	10979	LIFE ASSIST, INC.	100251	8580	EMS SUPPLIES	0.00	697.74
1011	10107381	06/04/15	10979	LIFE ASSIST, INC.	100251	8580	EMS SUPPLIES	0.00	780.00
1011	10107381	06/04/15	10979	LIFE ASSIST, INC.	100251	8580	EMS SUPPLIES	0.00	892.22
TOTAL CHECK								0.00	2,369.96
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8046	88104-SHACKNAI INVG	0.00	2,034.24
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8046	88108-NVL BSE CST C	0.00	2,692.50
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8045	88109-RETAINER	0.00	10,000.00
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8046	88106-KEITH JAMES D	0.00	62.00
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8046	88164-TAYLOR	0.00	139.50
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8046	88102-CODE ENFRCMNT	0.00	222.19
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8046	88105-PERSNNL MATTE	0.00	364.80
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8046	88103-COMMISSION-GE	0.00	992.00
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	100135	8046	88107-MIRANDA INVSG	0.00	1,139.85
TOTAL CHECK								0.00	17,647.08
1011	10107384	06/04/15	16704	METRO AUTO PARTS DI	100314	8250	5381 BATTERY	0.00	133.92
1011	10107386	06/04/15	16319	NORTH COUNTY EVS, I	100314	8250	5391 A/C	0.00	196.00
1011	10107389	06/04/15	15137	OFFICE DEPOT (ACCT	100370	8560	INK REFILL	0.00	6.47
1011	10107389	06/04/15	15137	OFFICE DEPOT (ACCT	100370	8560	OFFICE SUPPLIES	0.00	69.66
TOTAL CHECK								0.00	76.13
1011	10107390	06/04/15	11160	OFFICE DEPOT	100211	8561	STAPLES	0.00	10.72
1011	10107394	06/04/15	11261	PORT SUPPLY	100255	8530	OUTBOARD LUBRICANTS	0.00	69.03

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107395	06/04/15	15808	PROMOVENTURES	100255	7160	LG UNIF SHIRTS & SW	0.00	1,901.92
1011	10107398	06/04/15	11301	QUILL CORPORATION	100251	8560	OFFICE SUPPPLIES	0.00	51.19
1011	10107398	06/04/15	11301	QUILL CORPORATION	100251	8560	OFFICE SUPPLIES	0.00	91.35
TOTAL CHECK								0.00	142.54
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	PERERIA-EXP ACADEMY	0.00	220.00
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	RHYS-EXP ACADEMY	0.00	220.00
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	STANGLE-EXP ACADEMY	0.00	220.00
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	MUNOZ-EXP ACADEMY	0.00	220.00
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	PGONZALEZ EXP ACADE	0.00	220.00
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	IGONZALEZ EXP ACADE	0.00	220.00
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	ROSE EXP ACADEMY	0.00	220.00
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	FLORES EXP ACADEMY	0.00	220.00
1011	10107403	06/04/15	11417	SAN DIEGO COUNTY LA	100212	8350	MANNELLO EXP ACADEM	0.00	220.00
TOTAL CHECK								0.00	1,980.00
1011	10107404	06/04/15	11441	SAN DIEGO MIRAMAR C	100211	8414	ROSE BASIC SUPER CO	0.00	138.00
1011	10107404	06/04/15	11441	SAN DIEGO MIRAMAR C	100211	8414	CEDENO BASIC SUPER	0.00	138.00
TOTAL CHECK								0.00	276.00
1011	10107407	06/04/15	11426	SDG&E-(FIRE SRV ACC	100251	8236	HQ GAS 2015-5	0.00	82.81
1011	10107407	06/04/15	11426	SDG&E-(FIRE SRV ACC	100251	8235	HQ ELEC 2015-5	0.00	1,759.06
TOTAL CHECK								0.00	1,841.87
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100315	8236	NG 4/14-5/14/15	0.00	32.05
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100311	8236	NG 4/14-5/14/15	0.00	36.05
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100316	8236	NG 4/14-5/14/15	0.00	40.06
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100314	8236	NG 4/14-5/14/15	0.00	44.07
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100313	8235	ELEC 3/27-4/28/15	0.00	48.28
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100313	8236	NG 4/14-5/14/15	0.00	76.11
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100312	8236	NG 4/14-5/14/15	0.00	84.13
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100313	8235	1651 STRAND WY	0.00	88.51
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100314	8530	CNG 4/14-5/14/15	0.00	149.60
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100313	8235	ELEC 2/20-3/23/15	0.00	158.60
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100316	8235	ELEC 2/20-3/23/15	0.00	201.52
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100313	8235	1124 ADELLA AVE	0.00	283.65
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100315	8235	ELEC 4/13-5/13/15	0.00	392.30
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100311	8235	ELEC 4/13-5/13/15	0.00	441.34
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100316	8235	ELEC 4/13-5/13/15	0.00	490.38
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100314	8235	ELEC 4/13-5/13/15	0.00	539.42
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100313	8235	ELEC 4/13-5/13/15	0.00	931.72
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100312	8235	ELEC 4/13-5/13/15	0.00	1,029.80
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	100312	8235	ELEC 2/20-3/23/15	0.00	5,786.59
TOTAL CHECK								0.00	10,854.18
1011	10107417	06/04/15	11640	TIME WARNER CABLE	100145	8320	HRTLND INTRNT	0.00	199.95
1011	10107417	06/04/15	11640	TIME WARNER CABLE	100145	8320	PUBLIC WIFI INTRNT-	0.00	349.00
1011	10107417	06/04/15	11640	TIME WARNER CABLE	100145	8320	LFGRD INTRNT	0.00	400.00
1011	10107417	06/04/15	11640	TIME WARNER CABLE	100145	8320	HQ-CAYS INTRNT	0.00	482.47
1011	10107417	06/04/15	11640	TIME WARNER CABLE	100145	8321	CNNCTVTY LOCAL LOOP	0.00	2,200.00
TOTAL CHECK								0.00	3,631.42

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	10107418	06/04/15	14846	TODD STANDS	100110	8560	TROLLEY CAR IMAGERY	0.00	250.00
1011	10107422	06/04/15	11673	UNDERGROUND SERVICE	100312	8255	MARKOUTS	0.00	156.00
1011	10107423	06/04/15	15068	UNITED FASTENER CO.	100314	8535	BOLTS	0.00	1.71
1011	10107423	06/04/15	15068	UNITED FASTENER CO.	100314	8560	BOTLS	0.00	29.02
1011	10107423	06/04/15	15068	UNITED FASTENER CO.	100315	8252	GLORIETTA LOADING D	0.00	258.26
TOTAL CHECK								0.00	288.99
1011	10107425	06/04/15	11700	UNIVERSITY BLANKET	100315	8252	CITY FLAGS	0.00	2,391.12
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	100316	8320	CELL PHONE 5/15	0.00	86.08
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	100315	8320	CELL PHONE 5/15	0.00	158.69
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	100311	8320	CELL PHONE 5/15	0.00	216.01
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	100312	8320	CELL PHONE 5/15	0.00	271.09
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	100313	8320	CELL PHONE 5/15	0.00	391.09
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	100314	8320	CELL PHONE 5/15	0.00	398.94
TOTAL CHECK								0.00	1,521.90
1011	10107428	06/04/15	10348	VULCAN MATERIALS CO	100312	8255	ASPHALT POTHOLES	0.00	88.56
1011	10107436	06/08/15	TUITION	FELICIANO, JONATHAN	100251	8415	LEADERSHIP BOOK	0.00	38.44
1011	10107437	06/08/15	TUITION	IHDE, BRANDON	100251	8415	COMMAND 1C	0.00	127.00
1011	10107437	06/08/15	TUITION	IHDE, BRANDON	100251	8415	COMMAND 1A	0.00	129.00
1011	10107437	06/08/15	TUITION	IHDE, BRANDON	100251	8415	COMMAND 1B	0.00	148.00
TOTAL CHECK								0.00	404.00
1011	10107439	06/08/15	TUITION	STANDING, BRIAN	100251	8415	FHW CONFERENCE 2015	0.00	299.00
1011	10107439	06/08/15	TUITION	STANDING, BRIAN	100251	8415	SUPERVISOR ACADEMY	0.00	550.00
TOTAL CHECK								0.00	849.00
TOTAL CASH ACCOUNT								0.00	202,699.18
TOTAL FUND								0.00	202,699.18

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 102 - PAYROLL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1012	10107435	06/08/15	11999	CALPERS LONG-TERM C	102	2027	DED:6650 PERS-LONG	0.00	364.58
1012	10107438	06/08/15	11986	ST OF CA - FRANCHIS	102	2028	DED:1500 WAGE ASSGN	0.00	100.00
1012	10107440	06/08/15	16884	THOMAS H BILLINGSLE	102	2028	DED:1202 WAGE ASSGN	0.00	189.22
TOTAL CASH ACCOUNT								0.00	653.80
TOTAL FUND								0.00	653.80

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 106 - RECREATION SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107177	05/28/15	99550000	ADRIENNE MCCULLOUGH	106	2050	ARMCHAIR TRAVEL REI	0.00	186.07
1011	10107180	05/28/15	11006	ALBERTSONS,INC SOUT	106512	8565	RETURNED LIGHTERS	0.00	-2.84
1011	10107180	05/28/15	11006	ALBERTSONS,INC SOUT	106512	8565	SKATE NIGHT BBQ	0.00	7.55
1011	10107180	05/28/15	11006	ALBERTSONS,INC SOUT	106512	8565	SKATE NIGHT BBQ	0.00	10.50
1011	10107180	05/28/15	11006	ALBERTSONS,INC SOUT	106512	8565	YOUTH CLASSES	0.00	36.85
1011	10107180	05/28/15	11006	ALBERTSONS,INC SOUT	106512	8565	KINDER EXPLORERS	0.00	40.93
1011	10107180	05/28/15	11006	ALBERTSONS,INC SOUT	106512	8565	SKATE NIGHT BBQ	0.00	70.81
TOTAL CHECK								0.00	163.80
1011	10107181	05/28/15	99550000	AMANDA MUNGER	106	2050	RENTAL REF 5/21/15	0.00	500.00
1011	10107189	05/28/15	11209	AT&T/MCI (CITY MGR)	106512	8320	435-1988	0.00	32.16
1011	10107189	05/28/15	11209	AT&T/MCI (CITY MGR)	106512	8320	435-2218	0.00	32.16
1011	10107189	05/28/15	11209	AT&T/MCI (CITY MGR)	106511	8320	435-0111	0.00	72.96
1011	10107189	05/28/15	11209	AT&T/MCI (CITY MGR)	106515	8030	4377716	0.00	89.86
TOTAL CHECK								0.00	227.14
1011	10107193	05/28/15	10171	BSN SPORTS	106515	8565	VOLLEYBALL NETS	0.00	87.24
1011	10107203	05/28/15	10753	COMPLETE OFFICE (GR	106512	8560	RETURNED PAPER	0.00	-126.75
1011	10107203	05/28/15	10753	COMPLETE OFFICE (GR	106511	8560	STAPLES	0.00	19.62
1011	10107203	05/28/15	10753	COMPLETE OFFICE (GR	106511	8560	POST IT NOTES	0.00	43.18
1011	10107203	05/28/15	10753	COMPLETE OFFICE (GR	106512	8565	CAMP C SUPPLIES	0.00	125.48
TOTAL CHECK								0.00	61.53
1011	10107223	05/28/15	99550000	GARCIA'S FIREWOOD	106516	8565	FIREWOOD	0.00	138.10
1011	10107228	05/28/15	16825	HEART2ART	106512	8067	H2A TECHNICQUE	0.00	300.00
1011	10107228	05/28/15	16825	HEART2ART	106512	8067	H2A REHEARSAL	0.00	300.00
1011	10107228	05/28/15	16825	HEART2ART	106512	8067	DANCE MASH UP	0.00	450.00
1011	10107228	05/28/15	16825	HEART2ART	106512	8067	TWIRL SPIN JUMP	0.00	450.00
1011	10107228	05/28/15	16825	HEART2ART	106512	8067	HIP HOP	0.00	450.00
1011	10107228	05/28/15	16825	HEART2ART	106512	8067	CHEER	0.00	450.00
TOTAL CHECK								0.00	2,400.00
1011	10107232	05/28/15	15587	IPMA-HR SAN DIEGO I	106511	8415	TRAINING	0.00	40.00
1011	10107235	05/28/15	10925	KNORR SYSTEMS INC	106513	8250	RUBBER WHEELS	0.00	217.61
1011	10107237	05/28/15	99550000	KRISTIN CLOWES	106	2050	RENTAL REF 5/21/15	0.00	320.00
1011	10107239	05/28/15	99550000	LEO KROONEN	106	2050	RENTAL REF 5/22/15	0.00	300.00
1011	10107242	05/28/15	10983	LINCOLN EQUIPMENT,I	106513	8535	WAVE FRONTRUNNER LA	0.00	2,267.97
1011	10107247	05/28/15	11101	MORGAN'S MONOGRAMS,	106511	7160	UNIFORMS	0.00	88.09
1011	10107268	05/28/15	16864	RENATE DAVERSA	106	2050	RENTAL REF 11023	0.00	500.00
1011	10107278	05/28/15	11428	SDG&E-(REC ACCT)	106515	8236	1019 7TH ST	0.00	18.43
1011	10107278	05/28/15	11428	SDG&E-(REC ACCT)	106514	8236	1501 GLORIETTA GAS	0.00	29.17

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 106 - RECREATION SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107278	05/28/15	11428	SDG&E-(REC ACCT)	106514	8235	1014 6TH ST	0.00	83.97
1011	10107278	05/28/15	11428	SDG&E-(REC ACCT)	106514	8235	HS TENNIS COURTS	0.00	318.05
1011	10107278	05/28/15	11428	SDG&E-(REC ACCT)	106514	8235	1501 GLORIETTA ELEC	0.00	1,376.62
TOTAL CHECK								0.00	1,826.24
1011	10107281	05/28/15	16057	SIERRA NATURAL CLEA	106513	8590	JANITORIAL SUPPLIES	0.00	27.00
1011	10107298	05/28/15	16889	TRUTH WINDOW CLEANI	106515	8030	C.C. PWR WASH 3/28/	0.00	500.00
1011	10107308	05/28/15	12703REC	VERIZON WIRELESS	106512	8320	CELL CHGS 4/11-5/10	0.00	43.55
1011	10107314	05/28/15	99550000	ZACH BABICH BROWN	106	2050	RENTAL REF 5/22/15	0.00	200.00
1011	10107317	06/04/15	10068	AGRICULTURAL PEST C	106515	8030	RAT/MICE-REC	0.00	60.00
1011	10107319	06/04/15	ADVANCE	ALBERTSON, ASHLEY	106	1421	ACT ADV ADMISSIONS	0.00	916.00
1011	10107320	06/04/15	ADVANCE	ALBERTSON, ASHLEY	106	1421	DISNEY TIX CAMP	0.00	2,271.00
1011	10107321	06/04/15	ADVANCE	ALBERTSON, ASHLEY	106	1421	CAMP ADMISSIONS	0.00	916.00
1011	10107322	06/04/15	ADVANCE	ALBERTSON, ASHLEY	106	1421	CAMP ADMISSIONHSH	0.00	2,271.00
1011	10107323	06/04/15	ADVANCE	ALBERTSON, ASHLEY	106	1421	SUN SALT SAND ADMIS	0.00	535.00
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	106514	8320	TENNIS CENTER	0.00	115.17
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	106511	8320	RECURR CHGS & TAXES	0.00	138.48
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	106513	8320	RECURR CHGS & TAXES	0.00	86.62
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	106511	8320	LOCAL TELEPHONE EXP	0.00	29.55
TOTAL CHECK								0.00	369.82
1011	10107328	06/04/15	13646	AT&T/MCI(ADMIN SRV)	106511	8320	800 MHZ T1 LINE 2.5	0.00	7.17
1011	10107330	06/04/15	10213	BLACKIE'S TROPHIES	106511	8415	RIBBONS	0.00	79.38
1011	10107331	06/04/15	99550000	BRITTANY SEVEREID	106	2050	RENTAL REF 5/27/15	0.00	355.00
1011	10107335	06/04/15	13535	CDW GOVERNMENT CENT	106511	8395	PRO DC 2015 MAC	0.00	752.76
1011	10107338	06/04/15	10753	COMPLETE OFFICE (GR	106511	8560	STAMPER	0.00	25.12
1011	10107338	06/04/15	10753	COMPLETE OFFICE (GR	106511	8560	ADMIN SUPPLIES	0.00	119.98
1011	10107338	06/04/15	10753	COMPLETE OFFICE (GR	106516	8560	BOATHOUSE SUPPLIES	0.00	128.56
1011	10107338	06/04/15	10753	COMPLETE OFFICE (GR	106512	8565	YOUTH REC SUPPLIES	0.00	188.58
TOTAL CHECK								0.00	462.24
1011	10107340	06/04/15	10457	CORONADO HARDWARE	106515	8555	SUPPLIES	0.00	28.53
1011	10107341	06/04/15	14523	CORONADO SURFING AC	106	1421	SURF LESSONS FOR CA	0.00	265.00
1011	10107343	06/04/15	10479	COSTCO WHOLESALE ME	106	1421	MEMBERSHIP	0.00	165.00
1011	10107348	06/04/15	99550000	DENISE DO	106	2050	APP REFUND	0.00	25.00

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 106 - RECREATION SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107360	06/04/15	16722	FUN EXPRESS LLC	106	1421	SHIPPING & HANDLING	0.00	9.95
1011	10107360	06/04/15	16722	FUN EXPRESS LLC	106	1421	CAMP SUPPLIES	0.00	103.55
1011	10107360	06/04/15	16722	FUN EXPRESS LLC	106	1421	CAMP SUPPLIES	0.00	697.98
TOTAL CHECK								0.00	811.48
1011	10107362	06/04/15	99550000	GINA SERNA	106	2050	RENTAL REF 5/28/15	0.00	400.00
1011	10107363	06/04/15	16410	GLIDE FITNESS PRODU	106515	8030	SVC CALL	0.00	352.67
1011	10107365	06/04/15	15658	HIKE BIKE KAYAK	106512	8565	SUMMER CAMP	0.00	619.00
1011	10107366	06/04/15	EE REIMB	HITES, SUE	106514	8565	REIMB ENTRY FEES	0.00	216.00
1011	10107375	06/04/15	99550000	JOHN POWELL	106	2050	RENTAL REF 5/28/15	0.00	100.00
1011	10107382	06/04/15	16661	MARK S. FERNANDO -	106512	8565	GOLF INSTRUCTION	0.00	800.00
1011	10107385	06/04/15	11101	MORGAN'S MONOGRAMS,	106512	7160	UNIFORMS	0.00	303.41
1011	10107387	06/04/15	13784	NRPA REGISTRATION	106512	8415	CONF REG.	0.00	485.00
1011	10107388	06/04/15	16662	NUCO2, LLC	106513	8575	POOL CHEMICALS	0.00	252.68
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES ALBERTSON	0.00	54.67
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8570	SUPPLIES KOVAL	0.00	56.00
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106513	8560	SUPPLIES STUCKI	0.00	72.91
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES ARLES	0.00	3.59
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES KLOSINSKI	0.00	4.80
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES ALBERTSON	0.00	4.86
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	PARKING ALBERTSON	0.00	10.00
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES ARLES	0.00	15.12
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES CARLSON	0.00	16.15
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES ARLES	0.00	17.28
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES ARLES	0.00	18.51
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106515	8555	SUPPLIES VALES	0.00	20.06
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES AGUIRRE	0.00	20.71
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106511	7160	UNIFORMS CHALITA	0.00	21.59
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES KLOSINSKI	0.00	21.77
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	ADMISSIONS CARLSON	0.00	22.00
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES CABRERA	0.00	23.28
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	7160	UNIFORMS BENZEL	0.00	25.92
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES ARLES	0.00	31.94
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES JURGIEWICZ	0.00	32.40
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8570	SUPPLIES ARLES	0.00	36.05
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES JURGIELEWI	0.00	38.34
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106512	8565	SUPPLIES KLOSINSKI	0.00	41.00
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106515	8415	MEETING VALES	0.00	42.00
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106511	7160	UNIFORM DRUMMOND	0.00	42.88
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106511	7160	UNIFORM HOLIAN	0.00	50.00
1011	10107392	06/04/15	10008	PETTY CASH - RECREA	106511	7160	UNIFORM BLOUNT	0.00	50.00
TOTAL CHECK								0.00	793.83

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 106 - RECREATION SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107399	06/04/15	15678	REI	106512	8565	REI ROCK CLIMBING	0.00	300.00
1011	10107400	06/04/15	13116	ROCKY MOUNTAIN SUNS	106512	8595	SUNSCREEN	0.00	501.87
1011	10107401	06/04/15	99550000	RYAN TSENG	106	2050	RENTAL REF 5/28/15	0.00	100.00
1011	10107402	06/04/15	11370	S&S WORLDWIDE	106	1421	CAMP SUPPLIES	0.00	195.25
1011	10107402	06/04/15	11370	S&S WORLDWIDE	106	1421	CAMP SUPPLIES	0.00	737.58
TOTAL CHECK								0.00	932.83
1011	10107405	06/04/15	99550000	SAN DIEGO PAINTBALL	106	1421	PAINTBALL CAMP	0.00	450.00
1011	10107411	06/04/15	11894	SEA WORLD	106	1421	GROUP TIX SEA WORLD	0.00	2,040.00
1011	10107412	06/04/15	11894	SEA WORLD	106512	8565	AQUATICA TIX	0.00	408.00
1011	10107416	06/04/15	99550000	SUE GILLINGHAM	106	2050	RENTAL REF 5/28/15	0.00	500.00
1011	10107420	06/04/15	99550000	TYLER BROWN	106512	8565	BMX BIKE THRILL & C	0.00	210.00
1011	10107426	06/04/15	11973	U.S. REGENTS	106	1421	ROPES COURSE CAMP	0.00	1,500.00
1011	10107429	06/04/15	14460	WCR WAKEBOARD SCHOO	106	1421	WAKEBOARDING CAMP	0.00	1,200.00
1011	10107430	06/04/15	16817	WESTWOOD SPORTS	106514	8565	BALLS	0.00	325.00
TOTAL CASH ACCOUNT								0.00	33,175.01
TOTAL FUND								0.00	33,175.01

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 108 - COMMUNITY DEVELOPMENT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107305	05/28/15	12703WW	VERIZON WIRELESS	108411	8320	CELL PH CHRGS-CD PL	0.00	27.25
1011	10107305	05/28/15	12703WW	VERIZON WIRELESS	108412	8320	CELL PH CHRGS-CD BL	0.00	54.94
TOTAL CHECK								0.00	82.19
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	108411	8320	LOCAL TELEPHONE EXP	0.00	10.38
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	108412	8320	LOCAL TELEPHONE EXP	0.00	10.40
TOTAL CHECK								0.00	20.78
1011	10107352	06/04/15	10630	ESGIL CORPORATION	108412	8060	BLDG IMSP AMBRUS SA	0.00	4,274.50
1011	10107352	06/04/15	10630	ESGIL CORPORATION	108412	8060	BLDG INSP WOOD	0.00	7,553.00
1011	10107352	06/04/15	10630	ESGIL CORPORATION	108412	8065	PLAN CK APR 2015	0.00	25,649.03
TOTAL CHECK								0.00	37,476.53
1011	10107371	06/04/15	10824	ICC-INTERNATIONAL C	108412	8415	CITY MBRSHP TO 03/1	0.00	135.00
1011	10107389	06/04/15	15137	OFFICE DEPOT (ACCT	108411	8560	OFFICE SUPPLIES CRE	0.00	-65.98
1011	10107389	06/04/15	15137	OFFICE DEPOT (ACCT	108412	8560	OFFICE SUPPLIES CRE	0.00	-44.00
1011	10107389	06/04/15	15137	OFFICE DEPOT (ACCT	108412	8560	OFFICE SUPPLIES	0.00	27.64
1011	10107389	06/04/15	15137	OFFICE DEPOT (ACCT	108411	8560	OFFICE SUPPLIES	0.00	41.47
1011	10107389	06/04/15	15137	OFFICE DEPOT (ACCT	108412	8560	OFFICE SUPPLIES	0.00	44.00
1011	10107389	06/04/15	15137	OFFICE DEPOT (ACCT	108411	8560	OFFICE SUPPLIES	0.00	65.98
TOTAL CHECK								0.00	69.11
TOTAL CASH ACCOUNT								0.00	37,783.61
TOTAL FUND								0.00	37,783.61

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 110 - INSURANCE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107373	06/04/15	15437	IRMI-INTERNATIONAL	110150	8415	CONTRACTUAL RISK TR	0.00	328.17
1011	10107377	06/04/15	99120000	KATHIE PARISH	110150	8310	CLAIM NO.15-12 PARI	0.00	40.00
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	110150	8046	88150-SETH MORALES	0.00	1,649.60
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	110150	8046	88140 CLAIM CAM LEW	0.00	91.91
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	110150	8046	88141 CLAIM SLATTER	0.00	124.00
1011	10107383	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	110150	8046	88143-SIMP/GRINNELL	0.00	131.75
TOTAL CHECK								0.00	1,997.26
TOTAL CASH ACCOUNT								0.00	2,365.43
TOTAL FUND								0.00	2,365.43

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 114 - WORKERS' COMPENSATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107421	06/04/15	14684	UCSD EMERGENCY PHYS	114160	8310	FIRST AID-C DITLER	0.00	252.40
TOTAL CASH ACCOUNT								0.00	252.40
TOTAL FUND								0.00	252.40

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 130 - SOLID WASTE AND RECYCLING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107206	05/28/15	11402	COUNTY OF SAN DIEGO	130320	8030	HAZMAT PERMIT PS YA	0.00	2,421.00
1011	10107215	05/28/15	10603	EDCO DISPOSAL CORPO	130320	8230	RATE NOTICE 4/15	0.00	1,182.59
1011	10107215	05/28/15	10603	EDCO DISPOSAL CORPO	130320	8225	RATE NOTICE 4/15	0.00	1,182.60
1011	10107215	05/28/15	10603	EDCO DISPOSAL CORPO	130320	8225	RECYCLE SVC 3/15	0.00	15,463.00
1011	10107215	05/28/15	10603	EDCO DISPOSAL CORPO	130320	8225	RECYCLE SVC 4/15	0.00	15,463.00
1011	10107215	05/28/15	10603	EDCO DISPOSAL CORPO	130320	8230	TRASH SVC 4/15	0.00	23,127.12
1011	10107215	05/28/15	10603	EDCO DISPOSAL CORPO	130320	8230	TRASH SVC 3/15	0.00	23,127.12
TOTAL CHECK								0.00	79,545.43
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	130320	8320	CELL PHONE 5/15	0.00	38.01
TOTAL CASH ACCOUNT								0.00	82,004.44
TOTAL FUND								0.00	82,004.44

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 135 - VEHICLE AND EQUIP REPLACE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107209	05/28/15	16507	DANNY'S AUTO BODY &	135330	9080	7-21 DECALS	0.00	540.80
1011	10107209	05/28/15	16507	DANNY'S AUTO BODY &	135330	9080	7-20 DECALS	0.00	540.80
TOTAL CHECK								0.00	1,081.60
1011	10107236	05/28/15	16429	KONICA MINOLTA (LEA	135330	8241	COPIER LSE-MAY 15	0.00	653.89
1011	10107316	06/04/15	16196	AEP CALIFORNIA LLC	135330	9080	UNIT 2-20 OUTFITTIN	0.00	4,684.32
1011	10107349	06/04/15	12169	DOWNTOWN FORD SALES	135330	9080	UNIT 6-3 2015 FORD	0.00	24,253.89
1011	10107349	06/04/15	12169	DOWNTOWN FORD SALES	135330	9080	UNIT 6-3 SE CONVENI	0.00	1,311.29
1011	10107349	06/04/15	12169	DOWNTOWN FORD SALES	135330	9080	UNIT 6-3 TRAILER TO	0.00	408.67
1011	10107349	06/04/15	12169	DOWNTOWN FORD SALES	135330	9080	UNIT 6-3 FORD ESP P	0.00	1,358.33
1011	10107349	06/04/15	12169	DOWNTOWN FORD SALES	135330	9080	UNIT 6-3 DOC FEE	0.00	78.40
1011	10107349	06/04/15	12169	DOWNTOWN FORD SALES	135330	9080	UNIT 6-3 SHIPPING C	0.00	392.01
1011	10107349	06/04/15	12169	DOWNTOWN FORD SALES	135330	9080	UNIT 6-3 SALES TAX	0.00	2,192.85
1011	10107349	06/04/15	12169	DOWNTOWN FORD SALES	135330	9080	UNIT 6-3 TIRE FEE	0.00	8.58
TOTAL CHECK								0.00	30,004.02
1011	10107367	06/04/15	10801	HOME DEPOT CREDIT S	135330	9080	5305 TRUCK RACK	0.00	321.84
1011	10107368	06/04/15	15981	HORIZON	135330	9080	UNIT 5-27 EXMARK 48	0.00	12,473.00
1011	10107368	06/04/15	15981	HORIZON	135330	9080	UNIT 5-27 EXMARK NA	0.00	151.00
1011	10107368	06/04/15	15981	HORIZON	135330	9080	UNIT 5-27 SALES TAX	0.00	1,009.92
TOTAL CHECK								0.00	13,633.92
1011	10107413	06/04/15	17062	SERMA SALES	135330	9080	7-23 NEW LIGHT BARS	0.00	324.00
1011	10107413	06/04/15	17062	SERMA SALES	135330	9080	7-24 NEW LIGHT BAR	0.00	324.00
TOTAL CHECK								0.00	648.00
TOTAL CASH ACCOUNT								0.00	51,027.59
TOTAL FUND								0.00	51,027.59

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 150 - CITIZENS DONATIONS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107217	05/28/15	12933	EVERGREEN DISTRIBUT	150555	8945	ARBOR DAY TREES	0.00	153.58
1011	10107292	05/28/15	15878	TERRA BELLA NURSERY	150555	8945	PARKWAY TREE	0.00	105.84
TOTAL CASH ACCOUNT								0.00	259.42
TOTAL FUND								0.00	259.42

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 151 - CULTURAL ARTS COMMISSION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107432	06/04/15	10213	BLACKIE'S TROPHIES	151551	8565	NAME PLATES	0.00	12.96
1011	10107433	06/04/15	16725	RAINDROP MARKETING,	151551	8405	WEBSITE UPDATE	0.00	350.00
1011	10107434	06/04/15	16893	SAN DIEGO REALTY AD	151551	8405	FLORALS-HOOKS	0.00	21.08
1011	10107434	06/04/15	16893	SAN DIEGO REALTY AD	151551	8570	CC125 STICKERS	0.00	23.50
1011	10107434	06/04/15	16893	SAN DIEGO REALTY AD	151551	8565	WORKSHOP-REFRESHMEN	0.00	32.95
1011	10107434	06/04/15	16893	SAN DIEGO REALTY AD	151551	8405	S. MARTINI-BOOKMARK	0.00	47.74
1011	10107434	06/04/15	16893	SAN DIEGO REALTY AD	151551	8405	WEBSITE PHOTOS	0.00	50.00
1011	10107434	06/04/15	16893	SAN DIEGO REALTY AD	151551	8405	FLORALS-SIGNAGE	0.00	79.76
1011	10107434	06/04/15	16893	SAN DIEGO REALTY AD	151551	8405	WEBSITE	0.00	102.00
1011	10107434	06/04/15	16893	SAN DIEGO REALTY AD	151551	8405	FLORALS - BROCHURES	0.00	405.00
TOTAL CHECK								0.00	762.03
TOTAL CASH ACCOUNT								0.00	1,124.99
TOTAL FUND								0.00	1,124.99

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 205 - HWY USERS (GAS) TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	205340	8385	UNIFORMS 4/15	0.00	51.10
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	205340	8030	TOWEL/MATS 4/15	0.00	73.07
TOTAL CHECK								0.00	124.17
TOTAL CASH ACCOUNT								0.00	124.17
TOTAL FUND								0.00	124.17

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 216 - TRANSPORTATION DEV ACT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107298	05/28/15	16889	TRUTH WINDOW CLEANI	216641	8030	BUSH SHELTERS 3/15	0.00	1,875.00
TOTAL CASH ACCOUNT								0.00	1,875.00
TOTAL FUND								0.00	1,875.00

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 220 - CORONADO TIDELANDS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107298	05/28/15	16889	TRUTH WINDOW CLEANI	220592	8390	RSTRNT PWR WASH 3/2	0.00	900.00
1011	10107317	06/04/15	10068	AGRICULTURAL PEST C	220591	8390	RAT/MICE GLORIETTA	0.00	225.00
1011	10107406	06/04/15	11260	SAN DIEGO UNIFIED P	220591	8245	LND&WATERLSE-JUNE '	0.00	968.00
TOTAL CASH ACCOUNT								0.00	2,093.00
TOTAL FUND								0.00	2,093.00

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 251 - LIBRARY AUDIO VISUAL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107182	05/28/15	17065	AMAZON.COM	251553	8505	GEN INTEREST DVD	0.00	23.99
TOTAL CASH ACCOUNT								0.00	23.99
TOTAL FUND								0.00	23.99

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 266 - AFFORDABLE HOUSING MGMT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107378	06/04/15	10911	KEYSER MARSTON ASSO	266490	8065	ORNGE/G AVE APR	0.00	908.75
TOTAL CASH ACCOUNT								0.00	908.75
TOTAL FUND								0.00	908.75

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 400 - GENERAL CAPITAL PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107229	05/28/15	10786	HILTI, INC	400710	9763	2 DRILL BITES BIKE	0.00	75.56
1011	10107313	05/28/15	16287	WURTS CARPET OUTLET	400710	9848	POOL RESURFACING	0.00	24,876.00
1011	10107361	06/04/15	16990	GHD INC	400710	9883	ASSET MGT	0.00	12,668.31
TOTAL CASH ACCOUNT								0.00	37,619.87
TOTAL FUND								0.00	37,619.87

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 510 - WASTEWATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	510010	8385	UNIFORMS 4/15	0.00	357.64
1011	10107185	05/28/15	10131	ARAMARK UNIFORM SER	510010	8030	TOWEL/MATS 4/15	0.00	548.00
TOTAL CHECK								0.00	905.64
1011	10107186	05/28/15	13209	ARROWHEAD MOUNTAIN	510010	8560	WATER-WWO-1477	0.00	28.39
1011	10107204	05/28/15	16877	CONSOLIDATED ELECTR	510010	8252	GOLF CLUBHOUSE MTRL	0.00	77.40
1011	10107204	05/28/15	16877	CONSOLIDATED ELECTR	510010	8252	LEVELING SYS	0.00	170.62
TOTAL CHECK								0.00	248.02
1011	10107210	05/28/15	16931	DARLING INTERNATION	510010	8030	TRAP SERVICE	0.00	270.50
1011	10107222	05/28/15	17073	FIRST CALL	510010	8250	6-1 DIESEL FLUID	0.00	194.27
1011	10107226	05/28/15	10759	HAAKER EQUIPMENT CO	510010	8250	6-1 LIGHTS	0.00	506.67
1011	10107226	05/28/15	10759	HAAKER EQUIPMENT CO	510010	8255	SEWER PLUGS	0.00	2,091.09
1011	10107226	05/28/15	10759	HAAKER EQUIPMENT CO	510010	8255	CREDIT	0.00	-1,469.81
TOTAL CHECK								0.00	1,127.95
1011	10107233	05/28/15	16627	IR BUILDERS	510010	8030	TRANSBAY PUMP 1,2	0.00	2,000.00
1011	10107233	05/28/15	16627	IR BUILDERS	510010	8255	TRANSBAY #4 MOTOR	0.00	1,100.00
TOTAL CHECK								0.00	3,100.00
1011	10107244	05/28/15	17061	MCR TECHNOLOGIES, I	510010	8252	LEVELING CONTROLLER	0.00	1,979.82
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	510010	8560	OFFICE SUPPLIES	0.00	25.91
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	510010	8560	WWO ORDER	0.00	97.62
1011	10107254	05/28/15	13718	OFFICE DEPOT (PUBLI	510010	8560	OFFICED SUPPLIES	0.00	47.61
TOTAL CHECK								0.00	171.14
1011	10107261	05/28/15	17020	SMC PINR HOLDINGS,	510010	9045	MONITOR	0.00	2,262.60
1011	10107264	05/28/15	16721	PRO-TECH INDUSTRIES	510010	8520	SILICONE	0.00	672.90
1011	10107265	05/28/15	15136	PSOMAS	510781	9841	ER GENERTR MAR/APR	0.00	700.00
1011	10107287	05/28/15	12132	SUPERCO SPECIALTY P	510010	8560	PPE	0.00	321.96
1011	10107287	05/28/15	12132	SUPERCO SPECIALTY P	510010	8252	STATIONS	0.00	383.88
TOTAL CHECK								0.00	705.84
1011	10107293	05/28/15	17038	THARSOS INC.	510781	9742	CAYS FORCE MAIN FIN	0.00	36,983.64
1011	10107305	05/28/15	12703WW	VERIZON WIRELESS	510781	8320	CELL PH CHRGS-ENG	0.00	42.90
1011	10107309	05/28/15	11725	VILLAGE HARDWARE	510010	8255	LG BLDG PUMP STATIO	0.00	61.27
1011	10107337	06/04/15	11393	CITY OF SAN DIEGO (	510010	8260	FY2015 3RD QTR TRAN	0.00	890.62
1011	10107345	06/04/15	14497	CPL-CABLE,PIPE & LE	510010	8030	CCTV SEWER LINES	0.00	625.00
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	510010	8030	COMMERCIAL INSPECTI	0.00	2,609.23

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 510 - WASTEWATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107393	06/04/15	17020	SMC PINR HOLDINGS,	510010	9055	GAS MONITOR	0.00	2,273.51
1011	10107397	06/04/15	14754	QUAL CHEM CORP	510010	8520	STATIONS	0.00	1,373.76
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	510010	8236	NG 4/14-5/14/15	0.00	76.11
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	510010	8235	1393 1ST ST	0.00	7.29
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	510010	8235	1111 GLORIETTA BLVD	0.00	19.62
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	510010	8235	ELEC 2/20-3/23/15	0.00	4,767.33
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	510010	8235	ELEC 4/13-5/13/15	0.00	931.72
TOTAL CHECK								0.00	5,802.07
1011	10107415	06/04/15	15496	SSD SYSTEMS	510010	8320	GB#2 6/1-8/31/15	0.00	78.75
1011	10107415	06/04/15	15496	SSD SYSTEMS	510010	8320	920 OCEAN 6/1-8/31/	0.00	82.50
TOTAL CHECK								0.00	161.25
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	510010	8320	CELL PHONE 5/15	0.00	570.97
1011	10107431	06/04/15	14966	WINZER CORPORATION	510010	8252	TRUCKS & STNS	0.00	1,497.17
TOTAL CASH ACCOUNT								0.00	65,258.46
TOTAL FUND								0.00	65,258.46

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 520 - GOLF COURSE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107176	05/28/15	15724	ACV SYSTEMS, LLC	520020	8030	CONTRACT SVC	0.00	1,108.68
1011	10107176	05/28/15	15724	ACV SYSTEMS, LLC	520020	8030	CONTRACT SVC	0.00	1,431.80
TOTAL CHECK								0.00	2,540.48
1011	10107187	05/28/15	13054	ART'S LAWNMOWER SHO	520020	8250	MISC EQMT	0.00	214.16
1011	10107188	05/28/15	10146	ASBURY ENVIRONMENTA	520020	8220	DUMPING FEE	0.00	35.00
1011	10107195	05/28/15	14625	BUSINESS PRODUCTS E	520020	8560	OFFICE SUPPLIES	0.00	783.46
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	7APR-5MAY15 WATER	0.00	45.81
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	6MAY-4JUN15 WATER	0.00	56.59
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	7APR-5MAY15 WATER	0.00	548.74
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	7APR-5MAY15 WATER	0.00	15,513.80
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	7APR-5MAY15 WATER	0.00	15,570.12
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	7APR-5MAY15 WATER	0.00	15,586.43
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	7APR-5MAY15 WATER	0.00	21,465.15
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	7APR-5MAY15 WATER	0.00	28,480.60
1011	10107196	05/28/15	10307	CAL-AM WATER (GOLF	520020	8237	7APR-5MAY15 WATER	0.00	29.50
TOTAL CHECK								0.00	97,296.74
1011	10107200	05/28/15	16871	CARQUEST AUTO PARTS	520020	8250	MISC EQMT	0.00	91.15
1011	10107201	05/28/15	15305	CINTAS CORPORATION	520020	8385	TOWEL SVC	0.00	43.39
1011	10107201	05/28/15	15305	CINTAS CORPORATION	520020	7161	UNIFORM SVC	0.00	96.28
TOTAL CHECK								0.00	139.67
1011	10107206	05/28/15	11402	COUNTY OF SAN DIEGO	520020	8395	30JUN15-30JUN16	0.00	894.00
1011	10107234	05/28/15	10877	JACOBSEN WEST - DIV	520020	8250	MISC EQMT	0.00	246.07
1011	10107257	05/28/15	13163	PBM SUPPLY & MANUFA	520020	8250	MISC EQMT	0.00	177.08
1011	10107270	05/28/15	16736	SAN DIEGO CONSTRUCT	520020	8252	KITCHEN RESTORATION	0.00	16,676.00
1011	10107276	05/28/15	11432	SDG&E-(GOLF ACCT)	520020	8235	14APR-14MAY15 ELECT	0.00	18.91
1011	10107279	05/28/15	11433	SDGCSA	520020	8415	1APR15-31MAR16 FITZ	0.00	150.00
1011	10107286	05/28/15	10597	STOTZ EQUIPMENT	520020	8525	EQMPT PRTS	0.00	1,087.93
1011	10107290	05/28/15	11626	TARGET SPECIALTY PR	520020	8535	FERTILIZER	0.00	179.93
1011	10107290	05/28/15	11626	TARGET SPECIALTY PR	520020	8535	FERTILIZER	0.00	493.52
TOTAL CHECK								0.00	673.45
1011	10107299	05/28/15	14620	TURF MAKER	520020	8535	FERTILIZER	0.00	1,959.12
1011	10107299	05/28/15	14620	TURF MAKER	520020	8535	FERTILIZER	0.00	1,959.12
TOTAL CHECK								0.00	3,918.24
1011	10107300	05/28/15	12935	TURF STAR, INC	520020	8250	MISC EQMT	0.00	121.12
1011	10107305	05/28/15	12703WW	VERIZON WIRELESS	520020	8320	CELL PH CHRGS-GOLF	0.00	117.58

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 520 - GOLF COURSE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107324	06/04/15	13054	ART'S LAWNMOWER SHO	520020	8530	LUBRICANTS	0.00	86.35
1011	10107326	06/04/15	15595	AT&T CALNET 2	520020	8320	13APR-12MAY15 SVC	0.00	166.85
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	520020	8320	LOCAL TELEPHONE EXP	0.00	2.31
1011	10107327	06/04/15	11209	AT&T/MCI (CITY MGR)	520020	8320	RECURR CHGS & TAXES	0.00	21.56
TOTAL CHECK								0.00	23.87
1011	10107332	06/04/15	14625	BUSINESS PRODUCTS E	520020	8560	OFFICE EQUPMT	0.00	874.09
1011	10107333	06/04/15	16336	CALIFORNIA UNITED B	520782	8252	#1166209728 RETENTI	0.00	367.00
1011	10107333	06/04/15	16336	CALIFORNIA UNITED B	520782	8252	#1166209728 RETENTI	0.00	11,814.60
TOTAL CHECK								0.00	12,181.60
1011	10107334	06/04/15	16871	CARQUEST AUTO PARTS	520020	8560	OFFICE SUPPLIES	0.00	4.30
1011	10107334	06/04/15	16871	CARQUEST AUTO PARTS	520020	8560	OFFICE SUPPLIES	0.00	9.04
TOTAL CHECK								0.00	13.34
1011	10107336	06/04/15	15305	CINTAS CORPORATION	520020	8385	TOWEL SVC	0.00	43.39
1011	10107336	06/04/15	15305	CINTAS CORPORATION	520020	8385	TOWEL SVC	0.00	43.39
1011	10107336	06/04/15	15305	CINTAS CORPORATION	520020	7161	UNIFORM SVC	0.00	96.28
1011	10107336	06/04/15	15305	CINTAS CORPORATION	520020	7161	UNIFORM SVC	0.00	96.28
TOTAL CHECK								0.00	279.34
1011	10107358	06/04/15	16335	FORDYCE CONSTRUCTIO	520782	8252	GC CART BARN PROG	0.00	6,973.00
1011	10107370	06/04/15	10817	HYDRO-SCAPE PRODUCT	520020	8254	PIPES & SUPPLIES	0.00	242.04
1011	10107374	06/04/15	10877	JACOBSEN WEST - DIV	520020	8030	CONTRACT SVC	0.00	525.00
1011	10107391	06/04/15	16351	OTAY HYDRAULICS LLC	520020	8250	REPAIRS	0.00	264.00
1011	10107410	06/04/15	11432	SDG&E-(GOLF ACCT)	520020	8236	14APR-14MAY15 GAS	0.00	137.99
1011	10107414	06/04/15	11539	THE SOCO GROUP, INC	520020	8530	FUEL	0.00	886.63
1011	10107419	06/04/15	14620	TURF MAKER	520020	8535	FERTILIZER	0.00	1,483.92
TOTAL CASH ACCOUNT								0.00	149,319.06
TOTAL FUND								0.00	149,319.06

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 530 - STORM DRAINAGE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107205	05/28/15	10463	CORONADO LOCK AND K	530030	8255	DEAD LOCKS STATIONS	0.00	706.52
1011	10107220	05/28/15	12208	FERGUSON ENTERPRISE	530031	8255	U.V . DISCHARGE	0.00	125.68
1011	10107226	05/28/15	10759	HAAKER EQUIPMENT CO	530030	8250	6-1R VACOTR	0.00	966.94
1011	10107233	05/28/15	16627	IR BUILDERS	530030	8030	STORM DRAIN COVERS	0.00	1,500.00
1011	10107233	05/28/15	16627	IR BUILDERS	530030	8030	PARKER STATION	0.00	1,625.00
1011	10107233	05/28/15	16627	IR BUILDERS	530030	8030	8" PUMP REPAIR	0.00	1,900.00
TOTAL CHECK								0.00	5,025.00
1011	10107329	06/04/15	13944	AT&T	530030	8320	HIWATER 5/15	0.00	32.29
1011	10107376	06/04/15	10900	KAMAN INDUSTRIAL TE	530030	8255	PARKER STATION PART	0.00	232.55
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	530031	8030	STORM WATER CONSTRU	0.00	3,140.80
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	530031	8030	PHASE 2 STORM WATER	0.00	5,783.80
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	530031	8030	STORM WATER PROGRAM	0.00	1,675.15
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	530	2079	1100 6TH ST SUSMP	0.00	188.20
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	530	2079	841 F AVE SUSMP	0.00	656.60
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	530031	8030	MS4 TRANSITIONAL MO	0.00	2,939.75
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	530031	8030	2014-2014 JURMP REP	0.00	7,707.21
1011	10107380	06/04/15	16414	LAROC ENVIRONMENTAL	530031	8030	SAN DIEGO BAY WATER	0.00	1,000.59
TOTAL CHECK								0.00	23,092.10
1011	10107396	06/04/15	15136	PSOMAS	530783	9871	CNTRY CLUB APR PROG	0.00	2,547.50
1011	10107396	06/04/15	15136	PSOMAS	530783	9766	STORM DR MP APR PRO	0.00	6,382.50
TOTAL CHECK								0.00	8,930.00
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	530030	8236	NG 4/14-5/14/15	0.00	12.02
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	530030	8235	ELEC 4/13-5/13/15	0.00	147.13
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	530030	8235	ELEC 3/27-4/28/15	0.00	290.88
1011	10107409	06/04/15	11430A	SDG&E (PUBLIC SERVI	530030	8235	ELEC 2/20-3/23/15	0.00	1,090.22
TOTAL CHECK								0.00	1,540.25
1011	10107423	06/04/15	15068	UNITED FASTENER CO.	530030	8255	PARKER STN BOLTS	0.00	43.55
1011	10107423	06/04/15	15068	UNITED FASTENER CO.	530031	8255	BOLTS	0.00	93.96
TOTAL CHECK								0.00	137.51
1011	10107424	06/04/15	14170	UNIVAR USA INC	530031	8535	SAND SNAKE	0.00	274.68
1011	10107427	06/04/15	12703PS	VERIZON WIRELESS	530030	8320	CELL PHONE 5/15	0.00	305.37
TOTAL CASH ACCOUNT								0.00	41,368.89
TOTAL FUND								0.00	41,368.89

SELECTION CRITERIA: transact.check_no between '10107176' and '10107440'
ACCOUNTING PERIOD: 12/15

FUND - 726 - PAULINE FRIEDMAN BEQUEST

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	10107182	05/28/15	17065	AMAZON.COM	726565	8505	GEN INT/TEEN/JUV BK	0.00	90.02
TOTAL CASH ACCOUNT								0.00	90.02
TOTAL FUND								0.00	90.02
TOTAL REPORT								0.00	710,027.08

SUNGARD FINANCE PLUS
DATE: 06/09/2015
TIME: 08:51:43

CITY OF CORONADO
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check_no between '90005575' and '90005576'
ACCOUNTING PERIOD: 12/15

FUND - 795 - REDEV.OBLIG.RET.FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	90005575	06/04/15	15940	FIVE STAR THEATRES,	795090	8460	ROPS14-15B-ADVALORE	0.00	860.00
1011	90005576	06/04/15	11048	MCDOUGAL,LOVE,ECKIS	795090	8046	ROPS 14-15B.50	0.00	1,126.20
TOTAL CASH ACCOUNT								0.00	1,986.20
TOTAL FUND								0.00	1,986.20
TOTAL REPORT								0.00	1,986.20

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007051	05/28/15	15108	AZTEC LANDSCAPING,	100313	8030	SMALL PARKS 4/15	0.00	5,933.00
1011	V4007052	05/28/15	10195	BEARCOM	100314	8525	RADIO BATTERIES	0.00	753.98
1011	V4007053	05/28/15	14181	CARLOS JANITORIAL S	100125	8205	RSTRM O/S-CH	0.00	2,180.00
1011	V4007054	05/28/15	14354	COFFEE AMBASSADOR,	100311	8560	COFFEE SVC 4/30/15	0.00	518.54
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-3,903.68
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-48.00
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-48.00
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-32.00
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-32.00
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-32.00
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-16.00
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-16.00
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-16.00
1011	V4007055	05/28/15	16690	DEREK KELLY	100	2098	KELLY-WTHLDG IRS LE	0.00	-768.00
TOTAL CHECK								0.00	-4,911.68
1011	V4007056	05/28/15	11824	GLOBAL DOOR & HARDW	100315	8030	REPAIR ROLL UP DOOR	0.00	225.00
1011	V4007056	05/28/15	11824	GLOBAL DOOR & HARDW	100315	8030	LG DOOR REPAIR	0.00	142.50
1011	V4007056	05/28/15	11824	GLOBAL DOOR & HARDW	100315	8030	FIRE ROLLUP DOOR	0.00	142.50
1011	V4007056	05/28/15	11824	GLOBAL DOOR & HARDW	100315	8030	PD ROLL UP DOOR	0.00	237.50
1011	V4007056	05/28/15	11824	GLOBAL DOOR & HARDW	100315	8030	FIRE ROLL UP DOOR	0.00	700.00
1011	V4007056	05/28/15	11824	GLOBAL DOOR & HARDW	100315	8030	FIRE DOOR REPAIR	0.00	5,800.00
TOTAL CHECK								0.00	7,247.50
1011	V4007058	05/28/15	10776	HAWTHORNE MACHINERY	100316	8250	14-5 OIL	0.00	300.18
1011	V4007058	05/28/15	10776	HAWTHORNE MACHINERY	100316	8241	LOADER 5/15	0.00	3,240.00
TOTAL CHECK								0.00	3,540.18
1011	V4007059	05/28/15	10875	JACKSON & BLANC, IN	100315	8030	HVAC REPAIR	0.00	219.50
1011	V4007059	05/28/15	10875	JACKSON & BLANC, IN	100315	8030	HVAC REPAIR	0.00	600.92
TOTAL CHECK								0.00	820.42
1011	V4007061	05/28/15	12917	NGS - NATURAL GAS S	100314	8030	APRIL 2015	0.00	600.00
1011	V4007062	05/28/15	11174	ONE SOURCE DISTRIBU	100315	8252	SHOP SUPPLIES	0.00	148.05
1011	V4007063	05/28/15	11217	PADRE JANITORIAL SU	100316	8560	HAND SANITIZER	0.00	133.95
1011	V4007063	05/28/15	11217	PADRE JANITORIAL SU	100316	8560	JANITORIAL SUPPLIES	0.00	492.31
1011	V4007063	05/28/15	11217	PADRE JANITORIAL SU	100313	8560	JANITORIAL SUPPLIES	0.00	492.32
1011	V4007063	05/28/15	11217	PADRE JANITORIAL SU	100315	8252	CITY RR	0.00	106.70
1011	V4007063	05/28/15	11217	PADRE JANITORIAL SU	100316	8560	TRASH BAGS	0.00	192.99
1011	V4007063	05/28/15	11217	PADRE JANITORIAL SU	100313	8560	TRASH BAGS	0.00	193.00
TOTAL CHECK								0.00	1,611.27
1011	V4007064	05/28/15	13752	PARTNERSHIPS WITH I	100313	8030	GRP3 AM 4/30	0.00	1,294.59
1011	V4007064	05/28/15	13752	PARTNERSHIPS WITH I	100313	8030	GRP4 PM 4/30	0.00	1,384.25
TOTAL CHECK								0.00	2,678.84

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007065	05/28/15	14462	PFM ASSET MANAGEMEN	100	4710	APR 15 INVSTMNT FEE	0.00	4,318.99
1011	V4007068	05/28/15	16211	SECTRAN SECURITY IN	100212	8030	APR 2015 COIN VERIF	0.00	286.50
1011	V4007069	05/28/15	10748	SIMPLEX GRINNELL	100315	8030	C.H. EXTNG	0.00	103.11
1011	V4007069	05/28/15	10748	SIMPLEX GRINNELL	100315	8030	FIRE EXTNG 1YR	0.00	103.11
1011	V4007069	05/28/15	10748	SIMPLEX GRINNELL	100315	8030	LIB EXTNG 1YR	0.00	134.18
1011	V4007069	05/28/15	10748	SIMPLEX GRINNELL	100315	8030	P.D. EXTNG	0.00	267.40
1011	V4007069	05/28/15	10748	SIMPLEX GRINNELL	100315	8030	PS BCKFLOW	0.00	419.98
1011	V4007069	05/28/15	10748	SIMPLEX GRINNELL	100315	8030	PS EXTNG 1YR	0.00	563.84
1011	V4007069	05/28/15	10748	SIMPLEX GRINNELL	100315	8030	6/1-8/31/15 FIRE SY	0.00	1,187.00
TOTAL CHECK								0.00	2,778.62
1011	V4007070	05/28/15	11451	UNITED ROTARY BRUSH	100312	8250	SWEEPER PARTS	0.00	232.98
1011	V4007070	05/28/15	11451	UNITED ROTARY BRUSH	100312	8250	SWEEPER PARTS	0.00	499.69
TOTAL CHECK								0.00	732.67
1011	V4007071	05/28/15	11714	VALLEY INDUSTRIAL S	100315	8252	OVERPAYMENT	0.00	-96.24
1011	V4007071	05/28/15	11714	VALLEY INDUSTRIAL S	100315	8252	SHOP STOCK	0.00	478.75
1011	V4007071	05/28/15	11714	VALLEY INDUSTRIAL S	100315	8252	C.B. SHWRS/DOG FNTN	0.00	880.76
1011	V4007071	05/28/15	11714	VALLEY INDUSTRIAL S	100315	8252	LIB R/R SINK	0.00	131.85
1011	V4007071	05/28/15	11714	VALLEY INDUSTRIAL S	100315	8252	R/R FAUCET	0.00	138.93
TOTAL CHECK								0.00	1,534.05
1011	V4007072	05/28/15	11753	WAXIE SANITARY SUPP	100316	8560	JANITORIAL/WASTE BA	0.00	946.80
1011	V4007072	05/28/15	11753	WAXIE SANITARY SUPP	100313	8560	JANITORIAL/WASTE BA	0.00	946.80
TOTAL CHECK								0.00	1,893.60
1011	V4007073	05/28/15	13641	WESTAIR GASES & EQU	100314	8560	PPE	0.00	134.44
1011	V4007075	06/04/15	10231	BRADFIELD, ALLISON	100115	8030	CC MTG MINS 5/19/15	0.00	400.00
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	100211	8205	JANITORIAL SVC MAY	0.00	3,007.60
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	100255	8205	MAY15 JANIT TWR	0.00	275.00
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	100255	8205	MAY15 JANIT SVC BLD	0.00	375.00
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	100251	8205	MAY15 JANIT FD	0.00	396.55
TOTAL CHECK								0.00	4,054.15
1011	V4007077	06/04/15	14354	COFFEE AMBASSADOR,	100125	8560	SMARTER FILTER - CH	0.00	254.88
1011	V4007077	06/04/15	14354	COFFEE AMBASSADOR,	100311	8560	COFFEE SVC 5/15	0.00	431.67
TOTAL CHECK								0.00	686.55
1011	V4007078	06/04/15	10460	CORONADO HISTORICAL	100110	8560	AVE HEROES-RECEPTIO	0.00	200.00
1011	V4007079	06/04/15	12894	DAY WIRELESS SYSTEM	100251	8250	STX5000 RADIO REPAI	0.00	393.00
TOTAL CASH ACCOUNT								0.00	38,532.67
TOTAL FUND								0.00	38,532.67

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 102 - PAYROLL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	102	2039	PPE050115 ER PR DED	0.00	5,236.19
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	102	2039	PPE051515 ER PR DED	0.00	5,309.47
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	102	2035	PPE050115 EE PR DED	0.00	12,303.65
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	102	2035	PPE051515 EE PR DED	0.00	12,443.55
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	102	2027	PPE010915 EE PR DED	0.00	-1.83
TOTAL CHECK								0.00	35,291.03
TOTAL CASH ACCOUNT								0.00	35,291.03
1012	V4007085	06/08/15	11992	AFSCME LOCAL 127	102	2028	DED:5100 AFSCME	0.00	800.68
1012	V4007087	06/08/15	11991	CORONADO FIREFIGHTE	102	2028	DED:5250 CFA	0.00	1,472.00
1012	V4007088	06/08/15	11988	CORONADO POLICE OFF	102	2028	DED:5300 CPOA	0.00	3,026.43
1012	V4007089	06/08/15	12000	EMPLOYEE SUNSHINE F	102	2028	DED:6700 SUNSHINE	0.00	110.00
1012	V4007090	06/08/15	16182	HALL, CARRIE	102	2028	DED:1302 WAGE ASSGN	0.00	331.00
1012	V4007091	06/08/15	11989	ICMA-RC : #300831-4	102	2028	DED:5504 IRA-ROTH	0.00	275.00
1012	V4007091	06/08/15	11989	ICMA-RC : #300831-4	102	2028	DED:5505 457-ROTH	0.00	407.75
1012	V4007091	06/08/15	11989	ICMA-RC : #300831-4	102	2028	DED:5501 457-PRETAX	0.00	1,089.94
1012	V4007091	06/08/15	11989	ICMA-RC : #300831-4	102	2028	DED:5503 457-ROTH	0.00	3,916.81
1012	V4007091	06/08/15	11989	ICMA-RC : #300831-4	102	2028	DED:5500 457-PRETAX	0.00	21,066.70
TOTAL CHECK								0.00	26,756.20
1012	V4007092	06/08/15	16882	ICMA-RC : RHS #8034	102	2028	DED:2852 RET HEALTH	0.00	236.32
1012	V4007092	06/08/15	16882	ICMA-RC : RHS #8034	102	2028	DED:2853 RET HEALTH	0.00	914.53
TOTAL CHECK								0.00	1,150.85
1012	V4007093	06/08/15	16305	LISA RENE PRICE	102	2028	DED:1303 WAGE ASSGN	0.00	1,061.53
1012	V4007094	06/08/15	11702	UNITED WAY OF SAN D	102	2028	DED:6900 UNITED WAY	0.00	166.00
TOTAL CASH ACCOUNT								0.00	34,874.69
TOTAL FUND								0.00	70,165.72

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 106 - RECREATION SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007050	05/28/15	10042	ABCANA INDUSTRIES,	106513	8575	POOL CHEMICALS	0.00	220.20
1011	V4007050	05/28/15	10042	ABCANA INDUSTRIES,	106513	8575	POOL CHEMICALS	0.00	1,112.54
TOTAL CHECK								0.00	1,332.74
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	16.00
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	16.00
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	16.00
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	32.00
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	32.00
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	32.00
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	48.00
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	48.00
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS PROGRAMS	0.00	3,903.68
1011	V4007055	05/28/15	16690	DEREK KELLY	106514	8067	TENNIS LESSONS	0.00	768.01
TOTAL CHECK								0.00	4,911.69
1011	V4007072	05/28/15	11753	WAXIE SANITARY SUPP	106513	8590	BLEACH	0.00	243.62
1011	V4007072	05/28/15	11753	WAXIE SANITARY SUPP	106515	8590	JANITORIAL SUPPLIES	0.00	374.85
TOTAL CHECK								0.00	618.47
1011	V4007074	06/04/15	10042	ABCANA INDUSTRIES,	106513	8575	POOL CHEMICALS	0.00	484.28
1011	V4007074	06/04/15	10042	ABCANA INDUSTRIES,	106513	8575	POOL CHEMICALS	0.00	553.14
TOTAL CHECK								0.00	1,037.42
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	106514	8067	TENNIS JANITORIAL	0.00	150.00
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	106515	8205	MENS & WOMENS LOCKE	0.00	420.00
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	106512	8205	JANITORIAL SVC	0.00	759.50
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	106515	8205	JANITORIAL SVC	0.00	779.50
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	106514	8067	TENNIS JAN	0.00	947.00
1011	V4007076	06/04/15	14181	CARLOS JANITORIAL S	106515	8205	COMM CTR JAN SVC	0.00	6,474.50
TOTAL CHECK								0.00	9,530.50
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	16.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	16.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	32.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	48.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	48.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	80.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	112.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	112.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	128.00
1011	V4007081	06/04/15	10804	HOPKINS, PHILIP DAV	106514	8067	TENNIS LESSONS	0.00	544.00
TOTAL CHECK								0.00	1,136.00
1011	V4007084	06/04/15	11753	WAXIE SANITARY SUPP	106515	8590	JAN. SUPPLIES	0.00	405.94
TOTAL CASH ACCOUNT								0.00	18,972.76
TOTAL FUND								0.00	18,972.76

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 112 - EMPLOYEE BENEFITS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	112155	8065	JUN-EAP EXCESS	0.00	61.87
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	112155	7165	JUN-OTHER FEES	0.00	150.00
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	112155	7165	JUN-ADMIN FEES	0.00	2,455.90
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	112155	7165	JUN-PLAN PREMS EXCE	0.00	2,683.72
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	112155	8352	JUN-CORE LTD CREDIT	0.00	-209.98
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	112155	8353	JUN-CORE STD CREDIT	0.00	-133.34
1011	V4007086	06/08/15	17023	BENEFIT & RISK MANA	112155	8354	JUN-GROUP LIFE CRED	0.00	-55.99
TOTAL CHECK								0.00	4,952.18
TOTAL CASH ACCOUNT								0.00	4,952.18
TOTAL FUND								0.00	4,952.18

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 130 - SOLID WASTE AND RECYCLING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007083	06/04/15	13675	PSC - PHILIP SERVIC	130320	8030	HZD WASTE 4/15	0.00	10,360.34
TOTAL CASH ACCOUNT								0.00	10,360.34
TOTAL FUND								0.00	10,360.34

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 215 - CORONADO BRIDGE TOLLS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007067	05/28/15	12791	RBF CONSULTING, INC	215636	9881	GATEWAY TO 3/29 SVC	0.00	3,500.00
1011	V4007067	05/28/15	12791	RBF CONSULTING, INC	215636	9881	GATEWAY TO 4/26 SVS	0.00	7,785.00
TOTAL CHECK								0.00	11,285.00
TOTAL CASH ACCOUNT								0.00	11,285.00
TOTAL FUND								0.00	11,285.00

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 220 - CORONADO TIDELANDS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007066	05/28/15	16600	PLACEWORKS	220591	9830	DOCK C APRIL SVCS	0.00	5,290.02
TOTAL CASH ACCOUNT								0.00	5,290.02
TOTAL FUND								0.00	5,290.02

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 400 - GENERAL CAPITAL PROJECTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007066	05/28/15	16600	PLACEWORKS	400710	9822	SOUTH BEACH APRIL P	0.00	5,922.99
1011	V4007080	06/04/15	14257	HARRIS & ASSOCIATES	400710	9724	ALLEY/SWR APR PROG	0.00	2,175.78
1011	V4007080	06/04/15	14257	HARRIS & ASSOCIATES	400710	9724	ALLEY/SWR APR PROG	0.00	879.08
TOTAL CHECK								0.00	3,054.86
1011	V4007082	06/04/15	16980	GATEWAY COMMERCIAL	400710	9846	15TH FAIRWAY APR PR	0.00	63,650.00
1011	V4007082	06/04/15	16980	GATEWAY COMMERCIAL	400710	9763	BICYCLE CORRAL PROG	0.00	26,885.47
TOTAL CHECK								0.00	90,535.47
TOTAL CASH ACCOUNT								0.00	99,513.32
TOTAL FUND								0.00	99,513.32

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 510 - WASTEWATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007057	05/28/15	14257	HARRIS & ASSOCIATES	510781	9742	CAYS FORCE MAIN MAR	0.00	370.00
1011	V4007057	05/28/15	14257	HARRIS & ASSOCIATES	510781	9852	GB WET WELL APRIL	0.00	4,360.00
1011	V4007057	05/28/15	14257	HARRIS & ASSOCIATES	510781	9852	GB WET WELL MARCH	0.00	14,628.50
TOTAL CHECK								0.00	19,358.50
1011	V4007060	05/28/15	13490	KIMBALL MIDWEST, IN	510010	8252	STATIONS	0.00	646.92
1011	V4007060	05/28/15	13490	KIMBALL MIDWEST, IN	510010	8560	PPE	0.00	206.71
TOTAL CHECK								0.00	853.63
1011	V4007062	05/28/15	11174	ONE SOURCE DISTRIBU	510010	8252	CIRCUIT BREAKER	0.00	30.24
1011	V4007080	06/04/15	14257	HARRIS & ASSOCIATES	510781	9724	ALLEY/SWR APR PROG	0.00	11,679.20
1011	V4007080	06/04/15	14257	HARRIS & ASSOCIATES	510781	9724	ALLEY/SWR APR PROG	0.00	28,906.72
TOTAL CHECK								0.00	40,585.92
TOTAL CASH ACCOUNT								0.00	60,828.29
TOTAL FUND								0.00	60,828.29

SELECTION CRITERIA: transact.check_no between 'V4007050' and 'V4007094'
ACCOUNTING PERIOD: 12/15

FUND - 520 - GOLF COURSE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
1011	V4007069	05/28/15	10748	SIMPLEX GRINNELL	520020	8030	CONTRACT SVC	0.00	1,035.50
TOTAL CASH ACCOUNT								0.00	1,035.50
TOTAL FUND								0.00	1,035.50
TOTAL REPORT								0.00	320,935.80

ACCEPT THE ELECTRIC VEHICLE CHARGING STATIONS PROJECT AND DIRECT THE CITY CLERK TO FILE A NOTICE OF COMPLETION

RECOMMENDATION: Accept the Electric Vehicle (EV) Charging Stations project and direct the City Clerk to file a Notice of Completion.

FISCAL IMPACT: On June 17, 2014, the City Council accepted a grant in the amount of $123,100 from the California Energy Commission (CEC) to install electrical vehicle charging stations at 511 Grande Caribe Causeway (Coronado Cays Homeowners Association site), and at the Coronado Golf Course. The cost to install the EV stations was $107,756 which is within the CEC grant amount. There is no fiscal impact other than administration and oversight.

CEQA: Not a project as defined in CEQA.

CITY COUNCIL AUTHORITY: Approving a Notice of Completion is a ministerial action. Ministerial decisions involve the use of fixed standards or objective measures, removing personal subjective judgment in deciding whether or how the project should be carried out.

PUBLIC NOTICE: None required.

BACKGROUND: Assembly Bill 118 created the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the Energy Commission to develop and deploy alternative renewable fuels and advanced transportation technologies to help attain the state's climate change policies. The City and its partners, OpConnect and Saturn Electric, submitted a grant application in January 2014 and were awarded the grant in May 2014. Construction was substantially completed on May 29, 2015.

The equipment ownership, its operation, maintenance, power, and meter will all be the responsibility of OpConnect. The City will not be involved in the day-to-day operation of the charging stations. The City, for its participation, is providing the land for the EV stations, as well as project management labor and permitting as an in-kind match.

ANALYSIS: The project, which installed five stations at the Golf Course and two at the Coronado Cays Homeowners Association parking lot, was completed in accordance with the project plans and specifications on the substantial completion date noted above. Recording of the Notice of Completion is an important step in finalizing the construction contract. It is a written notice issued by the owner of the project to notify concerned parties that all the work has been completed, and it triggers the time period for filing of mechanics' liens and stop notices to 30 days. Final retention payment is not made to the contractor until the 30-day period to file liens and stop notices has lapsed. This action will allow the contract between OpConnect and the City to be closed and retention to be paid.

Submitted by Engineering & Project Development/Cecil

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CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	LS	JNC	MLC	NA	EW	NA	NA	NA	CMM	RM

5c

6/16/15

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APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH MCKEE ASSET MANAGEMENT TO PROVIDE AFFORDABLE HOUSING PROPERTY MANAGEMENT SERVICES FOR THE CITY OF CORONADO ACTING AS THE SUCCESSOR HOUSING AGENCY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

RECOMMENDATION: Authorize the City Manager to execute the Agreement.

FISCAL IMPACT: Projected affordable housing operational costs, including property management service fees, are planned to be offset by the revenue generated by affordable housing property rents. The operation and maintenance cost of the affordable housing properties is incorporated as part of the annual FY 2015-16 budget.

CITY COUNCIL AUTHORITY: Awarding a contract implementing existing laws or policies is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right the courts will give greater weight to the City of Coronado in any challenge of the decision to award the contract.

BACKGROUND: Under the Dissolution Act (ABX1 26 and AB 1484), California redevelopment agencies, including the Community Development Agency of the City of Coronado (CDA), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former agencies. The City of Coronado elected to become the Successor Housing Agency of the former Redevelopment Agency and to retain the housing assets (other than any existing housing fund balance) and affordable housing functions of the former Redevelopment Agency. The housing properties and remaining rental revenue related to the properties were approved for transfer to the City by the State Department of Finance in August 2012.

Before the dissolution of redevelopment, the former CDA acquired these properties (560-566 G Avenue, 840 G Avenue, 406-430 Orange Avenue, and 445-451 Orange Avenue) to fulfill its obligations to provide affordable housing. Before ABX1 26 and AB 1484, State law required the Agency to produce affordable housing for specific income groups and to expend its resources on affordable housing in proportion to the needs of the community. Acquisition of these properties met the goals of providing affordable housing and to increasing the proportion of units created through construction and/or substantial rehabilitation.

ANALYSIS: The City, as Successor Housing Agency, owns and operates 35 affordable housing rental units on four sites that were acquired by the former CDA. The units are managed by professional, licensed property managers. Property management services consist of screening potential tenants; collecting rent; hiring and working with contractors to maintain properties; and performing the annual tenant certification. The existing contracts for property management services will expire at the end of June 2015.

The Successor Agency is in the process of selecting a developer to take over long-term operation and management of these properties. The process may take a year before the selected developer can take over these responsibilities. Staff is recommending entering into a one-year agreement

(with an option to extend for another year) with McKee Asset Management. McKee Asset Management will manage these four properties until responsibilities are moved over to the developer.

McKee has successfully performed every aspect of property management including financial record keeping, rent collection, accounts receivable and payables, dealing with tenant-related matters and maintaining the units on a 24-hour basis, seven days per week since 2002. During this 13-year period, their rates have remained the same. In order for them to continue to operating proficiently, they have proposed increasing their rates based on the San Diego Consumer Price Index (CPI) adjustments since 2002 (see Attachment).

Affordable housing rents for Coronado range from $664 for a studio to $1,025 for a two bedroom based on the income level of the tenant. The majority of the 35 units are two-bedroom apartments. The monthly rate McKee is proposing for all units is $78.00 per unit. The other proposed rates for New Tenant Placement and Certification which occurs sporadically (3-5 vacancies a year) is $340 per unit, and the proposed annual rate for the required annual tenant certification is $205 per unit.

ALTERNATIVE: Do not approve the agreement. Instruct City staff to negotiate month-to-month extensions of existing contracts or seek additional contract proposals.

Submitted by: Community Development/Huth

Attachment: McKee Proposal for Property Management Services

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CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	LS	JNC	MLC	RH	NA	NA	NA	NA	NA	NA

PROPOSAL FOR RENEWAL OF PROPERTY MANAGEMENT SERVICES
CITY OF CORONADO AFFORDABLE HOUSING UNITS

June 1, 2015

City of Coronado
Community Development
Rachel Hurst
Rhonda Huth
1825 Strand Way
Coronado, CA 92118

RE: **Property Management – City of Coronado Affordable Housing**
406-430 Orange Ave, 445-451 Orange, & 560-566 G Ave, 840 G Ave
Coronado, CA 92118

Dear Ms. Hurst & Ms. Huth:

It has been a pleasure doing business with you and managing the City of Coronado's affordable housing units since 2002. Thank you again for considering McKee Properties Property Management and Tenant Placement services program for your affordable housing portfolio. As Manager of the properties (with exception of 840 G Ave) for almost 13 years we take pride in having continuously kept the properties almost always fully occupied while simultaneously keeping expenses to a minimum. We have gained significant experience and have grown as a company since 2002 and I feel that we offer the City of Coronado an even better product now. Please consider the following services included in our Proposal For Renewal:

Our services have expanded and include the following plus all services in our previous contracts:

New tenant placement & certification	Eviction, legal, & collections assistance
Existing tenant annual certifications	Online owner accounting / reporting
Credit, eviction, & criminal record checks	Online tenant rent payments
All qualified applicants screened by owner	Online tenant maintenance requests
Scheduled regular property inspections	RE 1099 Portion of tax return preparation
Professional in-house maintenance	Vendor management, oversight, & payment
24/7 emergency maintenance	Rent collection & expense distribution
Fast turnovers of vacant units	Unsurpassed property knowledge & tenant rapport
Tenant Employment verification	Perform documented move in and move out inspections
Establishing household income	Verification of contractor's licenses and insurance
Local firm – Just minutes from all properties	Annual Health & Safety Inspections (reduces liability)

In-House Maintenance Department: We have a full team of skilled maintenance professionals that are able to respond quickly and perform the majority of maintenance services needed. Our staff knows their properties inside and out. The result is extremely fast turnovers which reduces loss of rent during vacancy, 24/7 maintenance emergency response which reduces property loss, quality workmanship to hold the value of your property, and most importantly your tenants remain satisfied. In addition, when an outside vendor is needed we typically receive a discount due to our large volume and we in turn pass these savings along to our clients.

Existing Management Fee Structure: Since 2002, our fees have remained the same however our costs have significantly increased over the years. With a "traditional" rental property, the management fee is based on the actual rents received and will naturally adjust with the economy as rents increase. However since affordable housing rental rates are below market and rarely adjusted upwards, the traditional formula for calculating the management fee does not apply which is why flat fees where set in place in 2002. Due to an increase in cost of living over the years the result is an obvious large gap now between our income and expenses.

In order for us to continue to operate proficiently it is critical that we adjust our fees with cost of living increases accordingly. The following table illustrates where our fees would have been if based on San Diego Consumer Price Index (CPI) since 2002:

Year	San Diego CPI	Monthly Management Fee Per Unit	New Tenant Placement & Certification	Existing Tenant Annual Certification
2002		$60.00	$250.00	$150.00
2003	3.7%	$62.22	$259.25	$155.55
2004	3.7%	$63.46	$268.84	$161.31
2005	3.7%	$64.73	$278.79	$167.27
2006	3.4%	$65.84	$288.27	$172.96
2007	2.3%	$66.44	$294.90	$176.94
2008	3.9%	$68.83	$306.40	$183.84
2009	0.0%	$67.57	$306.40	$183.84
2010	1.3%	$69.82	$310.38	$186.23
2011	3.0%	$72.41	$319.69	$191.82
2012	1.6%	$72.85	$324.81	$194.89
2013	1.3%	$74.09	$329.03	$197.41
2014	1.9%	$76.02	$335.28	$201.17
2015	**1.9% (estimated)**	**$77.54**	**$341.65**	**$204.99**
	2.44% Avg			

Source: U.S. Department of Labor, Bureau of Labor Statistics (see attached printout)

New Management Fee Structure: Begin services at the rates of above based on the increases in cost of living.

- **Monthly Management Fee per unit:** $78.00
- **New Tenant Placement & Certification:** $340.00
- **Existing Tenant Annual Certification:** $205.00
- **Annual Adjustments**: Based on San Diego CPI. Fees rounded to nearest whole number.

McKee Properties manages 400+ properties throughout San Diego and our average management fee is $135 per unit throughout all of San Diego, not just in Coronado where traditional rents are typically higher. In addition, these properties are typically not as management intensive as affordable housing. I believe that at the proposed rates above The City of Coronado is receiving an excellent value due to our long term relationship. I feel that we can also continue to operate efficiently as a company due to our familiarity with the assets, the processes required, and our nearby office location in relationship with the properties.

We know that you have choices and I want to thank you again for your consideration. I look forward to speaking with you and answering any questions that you may have.

Sincerely,

Keith Herbert, Manager
Email: kherbert@mckeecompany.com

U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS
Western Information Office, 90 7th St., Suite 14-100, San Francisco, CA 94103
Information Staff (415) 625-2270 / Fax (415) 625-2351

SAN DIEGO

02/25/15

Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

SEMI-ANNUAL AVERAGE

YEAR	1st Half	2nd Half	ANNUAL AVERAGE
1987	116.6	118.3	117.5
1988	121.9	125.0	123.4
1989	128.9	132.3	130.6
1990	136.5	140.3	138.4
1991	142.2	144.7	143.4
1992	147.0	147.7	147.4
1993	150.4	150.8	150.6
1994	154.3	154.6	154.5
1995	156.3	157.3	156.8
1996	159.8	161.9	160.9
1997	163.7	163.7	163.7
1998	166.0	167.8	166.9
1999	171.7	173.9	172.8
2000	179.8	185.8	182.8
2001	190.1	192.4	191.2
2002	195.7	200.0	197.9
2003	203.8	206.7	205.3
2004	211.4	214.3	212.8
2005	218.3	222.9	220.6
2006	226.7	229.6	228.1
2007	231.870	234.772	233.321
2008	242.440	242.185	242.313
2009	240.885	243.655	242.270
2010	244.242	246.686	245.464
2011	252.451	253.368	252.910
2012	256.637	257.285	256.961
2013	258.955	261.679	260.317
2014	265.251	265.039	265.145

OVER-THE-YEAR PERCENT CHANGE

YEAR	1st Half	2nd Half	ANNUAL AVERAGE
1987	3.4	3.6	3.5
1988	4.5	5.7	5.0
1989	5.7	5.8	5.8
1990	5.9	6.0	6.0
1991	4.2	3.1	3.6
1992	3.4	2.1	2.8
1993	2.3	2.1	2.2
1994	2.6	2.5	2.6
1995	1.3	1.7	1.5
1996	2.2	2.9	2.6
1997	2.4	1.1	1.7
1998	1.4	2.5	2.0
1999	3.4	3.6	3.5
2000	4.7	6.8	5.8
2001	5.7	3.6	4.6
2002	2.9	4.0	3.5
2003	4.1	3.4	3.7
2004	3.7	3.7	3.7
2005	3.3	4.0	3.7
2006	3.8	3.0	3.4
2007	2.3	2.3	2.3
2008	4.6	3.2	3.9
2009	-0.6	0.6	0.0
2010	1.4	1.2	1.3
2011	3.4	2.7	3.0
2012	1.7	1.5	1.6
2013	0.9	1.7	1.3
2014	2.4	1.3	1.9

Table of over-the-year percent increases. An entry for 2ndHalf 2005 indicates the percentage increase from 2ndHalf 2004 to 2ndHalf 2005 (in this example 4.0 percent).

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AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING DESIGN SERVICES CONTRACT WITH PSOMAS FOR A FEE OF $98,000 FOR THE FY 2014/15 STREET, CURB AND GUTTER IMPROVEMENTS ON PORTIONS OF SECOND STREET, ENCINO ROW, GLORIETTA PLACE, AND OCEAN COURT

RECOMMENDATION: Authorize the City Manager to execute an agreement with Psomas for a fee of $98,000 for the design of the FY 2014/15 Street, Curb, and Gutter Improvement project.

FISCAL IMPACT: The cost of the proposed contract will be paid from Capital Improvement Program funding from FY 2014/15 and FY 2015/16. There is currently a budget of $675,000 made up of the FY 2014-15 General Fund appropriation of $250,000 and the FY 2014-15 TransNet appropriation of $425,000. In FY 2015/16, an additional $600,000 will be appropriated from TransNet funds for total project budget of $1,275,000. The cost for the proposed streets was estimated based on actual construction costs from similar previously completed projects. The project account number is 400710-9863-15SCG.

CITY COUNCIL AUTHORITY: Entering into a professional services contract is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right the courts give greater deference to decision makers in administrative mandate actions. The court will inquire (a) whether the city has complied with the required procedures, and (b) whether the city's findings, if any, are supported by substantial evidence.

CEQA: The project is categorically exempt from the provisions of CEQA based on Article 19, Sections 15301 (existing facilities) and 15302 (replacement or reconstruction).

PUBLIC NOTICE: None required.

BACKGROUND: The City has utilized prequalified civil engineering firms to provide professional design services for a majority of capital improvement projects. Psomas is the only on-call consultant currently under contract with the City to provide as-needed civil engineering consulting services; however, the City is in the process of selecting a second on-call consultant. In accordance with Municipal Code Chapter 8.05, the City Manager may only execute contracts in excess of $30,000 if approval from the City Council has been given to do so.

As part of the Capital Improvements Program, the City generally contracts for an annual street improvement project which involves major repairs to the pavement, curbs, gutters, and/or cross gutters. Locations to be included in each year's project are identified through annual pavement condition inspections performed by Engineering staff as well as visual inspections of the current roadway surfaces. Using this process, it was determined that the streets requiring pavement rehabilitation through FY 2014/15 are Second Street (from A Avenue to the Port's jurisdiction just east of Prospect Place), Encino Row, Glorietta Place, and Ocean Court.

ANALYSIS: Psomas was asked to submit a proposal for civil engineering design work for paving rehabilitation of the following streets:

- Second Street from A Avenue to the Port District's jurisdiction (just east of Prospect Place)
- Encino Row (northern curb line replacement)
- Glorietta Place (cul-de-sac)
- Ocean Court

This scope was chosen based on an anticipated project budget of approximately $1 million and the existing condition of each street. Psomas has provided the City with a proposal for consultant services that includes drafting of engineering plans and construction specifications. As written, the proposal is similar in scope and cost to services provided on similar previously completed projects. Additional services from Psomas will likely be required during bidding and construction of the project, although these services will be negotiated and presented to the City Council when the design is nearing completion and a construction contract is being contemplated.

ALTERNATIVE: The Council may elect not to authorize the execution of a design contract at this time.

Submitted by Public Services & Engineering/Odiorne
Attachments: A) Street, Curb and Gutter Project Scope (map)
B) Psomas Proposal dated May 19, 2015

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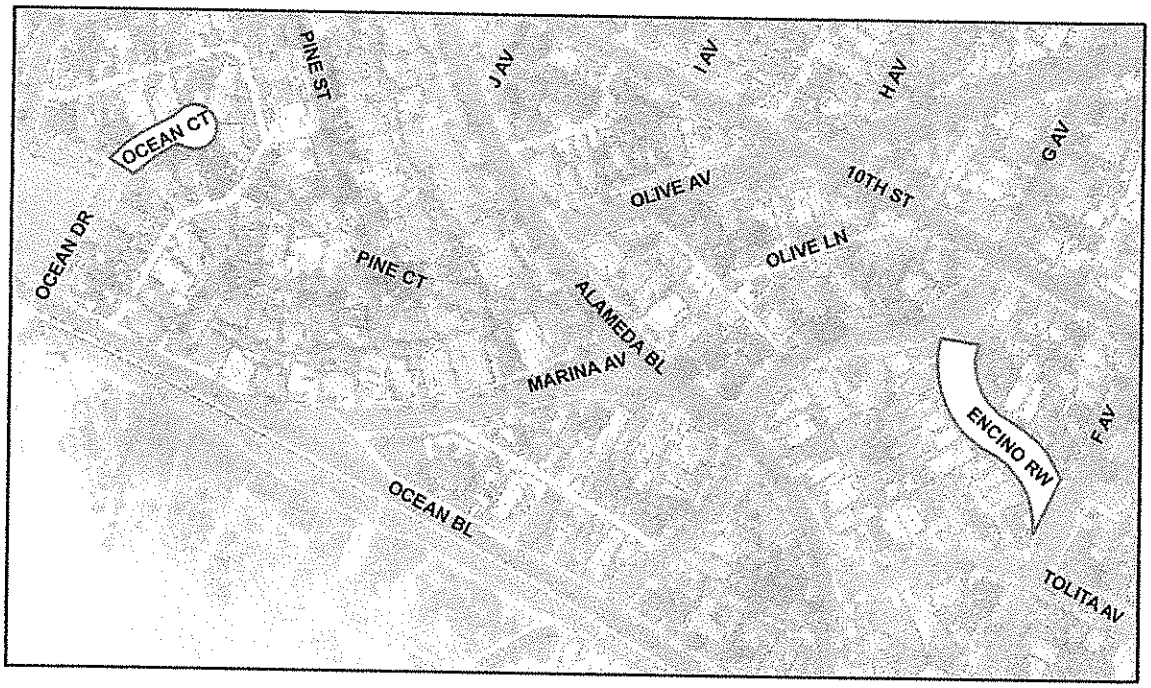
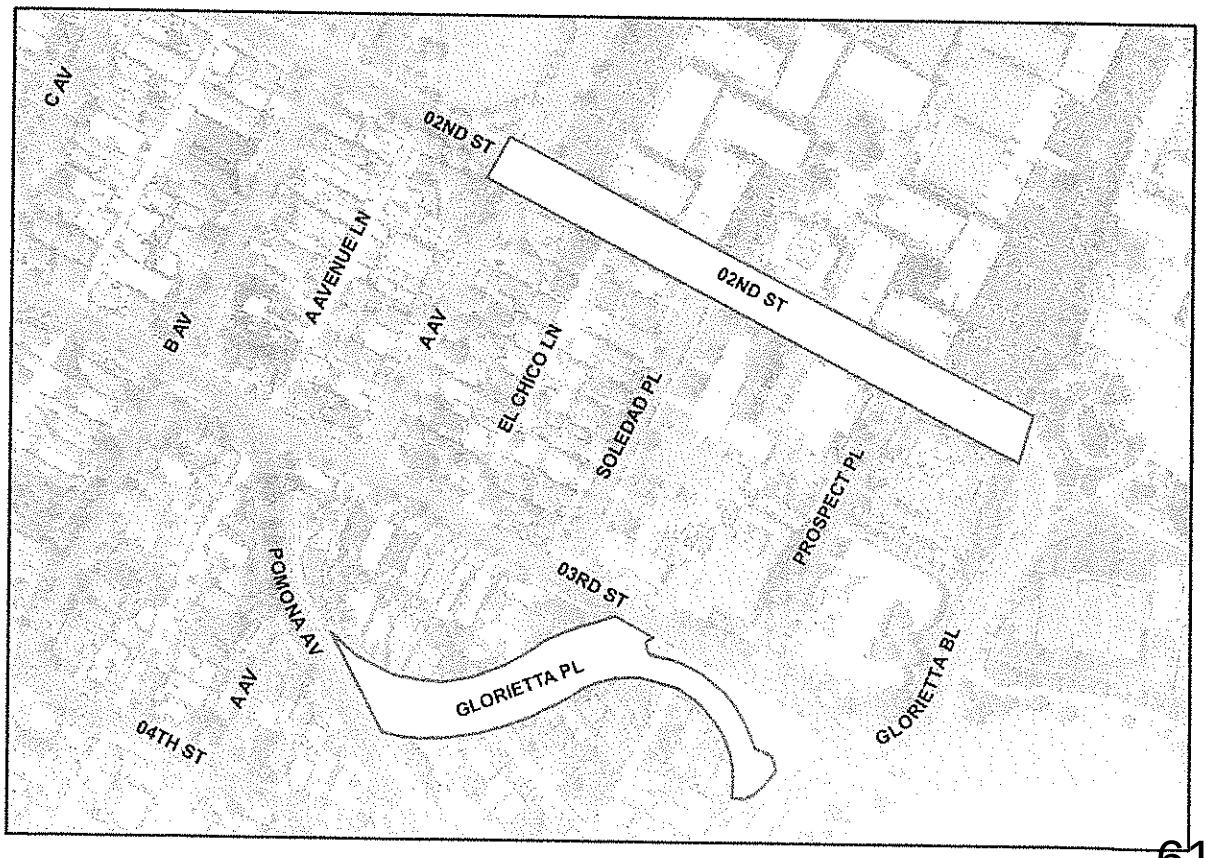
CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	G/R
BK	TR	LS	JNC	MLC	NA	EW	NA	NA	NA	CMM	NA

FY 2014/15 Street, Curb and Gutter Project Location Map

Ocean Court - cul de sac to Ocean Drive
Encino Row - G Avenue to F Avenue



Second Street - A Avenue to Port Jurisdiction
Glorietta Place - Pomona Avenue to cul de sac



PSOMAS

Balancing the Natural and Built Environment

ATTACHMENT B

May 19, 2015

Mr. Jim Newton
City of Coronado
1825 Strand Way
Coronado, CA 92118

Subject: City of Coronado As-Needed Contract - Psomas
FY 14/15 Street, Curb, and Gutter Improvement Project
(Second Avenue, Encino Row, Glorietta Place, Ocean Court)
WO 5COR010600

Dear Mr. Newton:

We are pleased to submit this proposal for the preparation of pavement, curb, gutter, and ramp rehabilitation/replacement plans along certain sections of Second Avenue (A Avenue to Port jurisdiction), Encino Row (F to G Avenues), Glorietta Place (cul-de-sac to the section of Glorietta Place that intersects with Third Street), and Ocean Court (cul-de-sac to Adler Street) within the City of Coronado. The limits of the project and anticipated scope of work is as described in your e-mail, dated 3-26-15, and subsequent field reconnaissance on 3-31-15.

Based on our discussions with you, we expect that our work plans will be as follows:

- Participate in Kick-off Meeting with City staff to review the goals and objectives of the project and collect any as-built plans available.
- Perform initial site investigation to review the existing conditions.
- Prepare base maps of the street segments from City GIS files. The existing conditions base maps will only include surface features. Underground utilities will not be included.
- Perform second site investigation (with City inspector) to identify and delineate areas of full pavement removal and replacement where the structural section is found to be failing; delineate limits of curb/gutter removal and replacement to correct drainage

3111 Camino Del Rio North
Suite 702
San Diego, CA 92108

Tel 619.961.2800
Fax 619.961.2392
www.Psomas.com

problems; and identify locations where curb ramps need to be replaced or modified to bring them up to current ADA standards. Only those ramps along a path of travel affected by the pavement rehab or curb/gutter replacement improvements will be included in this project.

- Perform pavement corings by our geotechnical engineer subconsultant for the purpose of evaluating the structural characteristics of the pavement sections and determining appropriate pavement rehabilitation options. See Ninyo & Moore proposal dated 4-30-15. We did discuss possibility of not investigating all of the sites. Please specify the sites you desire to have investigated and we will adjust their proposal accordingly.

- All curb ramp locations will be reviewed and the appropriate curb ramp standard drawing will be selected, based on the existing conditions, and referenced on the plans. The contractor will be responsible for constructing those ramps in conformance with the standard drawing. No field surveys of the ramps are anticipated and no special details will be provided on the plans.

- Prepare preliminary alternative pavement rehabilitation, curb/gutter replacement, and curb ramp plans, along with preliminary cost estimates for each alternative, and review with City staff. City will select the preferred pavement rehabilitation alternative and limits of the curb/gutter and ramp improvements to establish the scope of the final design for the project within the $1M budget for design and construction.

- Prepare and submit the plans, specifications (per Greenbook), and cost estimates for City review and approval at the 75%, 100%, and Final levels of completion. The plans will be prepared at 40 scale, plan view only, on City standard 24" x 36" title block. The plan set will include separate pavement restriping plans to replace the striping, markings, and markers removed as a result of the work. Technical specifications will be based on the 2012 version of the Greenbook. Plan check review meetings will be held at the completion of the 75% and 100% plan checks.

- Upon final submittal of the PS&E, we will provide a proposal for bid and construction support including construction staking.

Our total fee for the above-described work is $97,640, which includes reimbursables for printing, plotting, mileage, and other direct costs, and is broken down as follows:

Psomas (Engineering)	$66,700
Psomas (Surveying)	$ 7,020
Ninyo & Moore (Pavement corings and Report)	$23,920
TOTAL	$97,640

Thank you for the opportunity to submit our fee proposal. Please call me if you have any questions

PSOMAS

Augie Chang
Project Manager

AEC:cjc
Enclosure

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May 14, 2015
Proposal No. P02-00227

Mr. Augie Chang
PSOMAS
3111 Camino Del Rio North, Suite 702
San Diego, California 92108

Subject: Revised Proposal for Geotechnical Evaluation of Existing Pavements
Proposed Pavement Rehabilitation Project
2nd Street, Encino Row, Glorietta Place, and Ocean Court
Coronado, California

Dear Mr. Chang:

In accordance with your request, we are submitting this revised scope and cost to perform a geotechnical evaluation of existing pavements within the City of Coronado, California. The subject street areas consist of the portion of 2nd Street that is between A Street and Glorietta Boulevard, the entire length of Encino Row, the portion of Glorietta Place that extends from its intersection with Third Street to the cul-de-sac, and the portion of Ocean Court that extends from its intersection with Ocean Drive to the cul-de-sac. We understand that the subject street areas will be rehabilitated by the City of Coronado and that the City requests geotechnical information regarding the thicknesses of the existing pavement structural sections and the nature of the subgrade materials within the subject street areas. This revised proposal has been prepared in response to the comments received from the City of Coronado in the email dated May 12, 2015, which was forwarded by your office.

SCOPE OF SERVICES

Based on our understanding of the project and the City comments dated May 12, 2015, we propose the following scope of services:

- Reviewing background information including available geotechnical reports, geologic maps, and historical stereoscopic aerial photographs.
- Performing a site reconnaissance including siting and staking of proposed exploratory boring locations.

- Underground utilities in the vicinity of the proposed borings will be delineated using a geophysical utility locator. Underground Service Alert (USA) will also be contacted to clear the proposed boring locations.

- Obtaining a right-of-way permit from the City of Coronado. Preparation of traffic control plan for borings within and adjacent to the subject portions of 2nd Street, Encino Row, Glorietta Place, and Ocean Court.

- Coring the existing pavement section at the proposed boring locations.

- Performing a subsurface exploration consisting of drilling, logging, and sampling six soil borings manually excavated to depths up to 5 feet below existing ground surfaces (or refusal). A traffic control subcontractor will be utilized to set up and take down traffic control for the borings within and adjacent to the subject street areas.

- Performing geotechnical laboratory testing on selected soil samples to evaluate appropriate soil parameters. Our testing will include in-situ moisture content, grain size analyses, R-Value testing, and other tests, as appropriate.

- Compiling and performing an engineering analysis of the field and laboratory data obtained to help evaluate the existing pavement conditions.

- Preparing a report providing our findings, conclusions, and recommendations regarding suitable methods to rehabilitate the subject pavement areas.

FEE ESTIMATE

Our fees for our proposed services will be invoiced on a lump sum basis. Our fee to perform the proposed Scope of Services outlined above will be $20,800 (Twenty Thousand Eight Hundred Dollars). We understand that the project is subject to prevailing wage rates as defined by the Director of Industrial Relations determination 2014-2D.

ASSUMPTIONS

This proposal has been prepared in accordance with the following assumptions:

- The project is subject to prevailing wage requirements.

- Permission for site access will be granted for our personnel and equipment.

- A right-of-way permit will be required, as the work is being performed within the public right-of-way. The evaluation is being performed for the City of Coronado. Therefore, we assume that the fees associated with the right-of-way permit will be waived.

- It is assumed that no boring permits will be required by the County of San Diego Department of Environmental Health and that no other permits or fees will be required for the performance of our field exploration, except where specifically discussed herein.

- Environmental sampling and testing of the subsurface soils and groundwater is not included within the scope of this proposal. A detailed cost for these services, if needed, will be provided upon your request.

- Excess soil cuttings may be disposed of on-site. If cuttings are required to be drummed and disposed of off-site, additional storage, environmental testing, and disposal fees will be accrued.

SCHEDULING

We will begin our services immediately upon your authorization. We expect to begin background review and preparation of the encroachment permit application within one day of receipt of written authorization. We anticipate that we will begin our field exploration within one week of receipt of the approved encroachment permit and that our final report would be completed approximately four weeks after completion of the field exploration. Verbal progress reports and interim results may be provided during the course of our evaluation, if requested.

We appreciate the opportunity to submit this proposal and look forward to continue working with you on this project.

Respectfully submitted,
NINYO & MOORE

Gabriel Smith, PE
Senior Staff Engineer

Gregory T. Farrand, PG, CEG
Principal Geologist

GS/GTF/gg

Distribution: (1) Addressee (via e-mail)

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AUTHORIZATION FOR THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HIGHER GROUNDS ENTERPRISES LLC TO OPERATE THE COFFEE CART CONCESSION AT THE CORONADO PUBLIC LIBRARY AND ISSUE A PERMIT FOR USE OF CITY PROPERTY FOR COMMERCIAL ACTIVITY

RECOMMENDATION: Authorize the City Manager to execute the Agreement and issue the Permit.

FISCAL IMPACT: The City will be paid two percent (2%) of gross revenues each month as rent for the duration of the Agreement. Consistent with other Commercial Use Permits, the City will also receive $779.00 for FY 2016 with three percent (3%) increases each year thereafter. As the owner of the coffee cart concession, the City will expend an estimated $9,000 to reconfigure, repair and paint the concession. The concessionaire is sufficiently capitalized to sustain the business for the initial year.

PUBLIC NOTICE: None required.

CITY COUNCIL AUTHORITY: Approval of a Concession Agreement and Commercial Use Permit is an administrative decision on the part of the City Council, which does not implicate any fundamental vested right. In such a decision, a reviewing court will examine the administrative record to determine whether the City Council complied with any required procedures and whether the decision is supported by substantial evidence in the record.

BACKGROUND: In July 2007, the City Council approved the selection of a concessionaire to operate a coffee cart service at the Coronado Public Library. The concession (along with small café tables and chairs) is located at the entry plaza. In August 2009, the City Manager approved the transfer of the financial interest in the concession from the original owner to Ms. Cathy McKenna who operated the concession under the name of Oti's Place. In 2012, the City entered into a Personal Property Lien Agreement with Ms. McKenna whereby the City took a security interest in the coffee cart concession for failure of Ms. McKenna to pay rents and fees. The City is now the owner in interest of the concession. On March 11, 2015, the City issued a 30-Day Notice of Termination to Ms. McKenna for her continuing failure to operate the concession.

ANALYSIS: The coffee cart service was envisioned from the early planning stages of the Coronado Public Library Expansion Project. The purpose of the coffee cart service is to serve as an amenity for the public and library patrons. On March 16, the City published a Request for Proposals Notice to seek bid proposals from qualified vendors to operate the coffee cart concession and a Pre-Bid Conference was held on March 30. Five bids were received by the due date of April 6.

In anticipation of re-opening the coffee cart concession, an inspection was conducted, and it was determined that the concession area would need a new three-basin sink as required by the County Health Department for all mobile food facility operations. As a result, Public Services has issued an RFP to reconfigure, repair and paint the coffee cart. The estimated cost is $9,000.

An evaluation of the bids was conducted by City staff based on the criteria outlined in the RFP Notice. Higher Grounds Enterprises LLC was selected as the preferred vendor based on their responsiveness to the RFP in addition to their intent to partner with local restaurants and vendors for "to go" items, the variety of the beverage, food, and seasonal items, and emphasis on community marketing. Meetings were held with the vendor and City staff confirmed their capital assets, references, and viability of their proposed business plan for the concession.

The new Concession Agreement will be for an initial one-year term with four one-year extensions thereafter for a total of five years. The Concessionaire will be required to provide minor maintenance of the coffee cart and equipment. It is anticipated the Concessionaire will begin operations by July 1, 2015.

ALTERNATIVES: The City Council could decide to require different terms and conditions to the proposed Concession Agreement and request staff issue another Request for Proposal.

Submitted by City Manager's Office/Ritter/Torres and Library/Esquevin.

Attachments:
A – Agreement for Services
B – Commercial Use Permit

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	NA	RRS	MLC	NA	CE	NA	CE	NA	NA	NA

Attachment A
Concession Agreement

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AGREEMENT FOR SERVICES
CORONADO PUBLIC LIBRARY
COFFEE CART CONCESSION

THIS AGREEMENT, entered into by and between the CITY OF CORONADO (hereinafter "City"), a municipal corporation, and Higher Grounds Enterprises, LLC (hereinafter "Concessionaire"), is made in reference to the following facts:

A. The City desires the services of the Concessionaire to operate the coffee cart concession (hereinafter "Concession") at the Coronado Public Library.

B. Concessionaire holds itself out to the public, and in particular to the City of Coronado, as a skilled and well qualified food and beverage service operator with sufficient expertise and experience to carry out the activities as set forth herein.

C. This Agreement will be administered for the City by the Director of Library Services (hereinafter "Director"). The Concessionaire shall report to and be directly responsible to the Director.

THEREFORE IT IS AGREED AS FOLLOWS:

1. DESCRIPTION OF SERVICES

1.01 During the term of this Agreement, Concessionaire shall provide the services described herein.

1.02 Food and Beverage Dispensing. Concessionaire shall, upon commencement of the term of this Agreement as set forth herein, operate the Concession for the sale, handling, preparation, and dispensing of food and beverages for human consumption by patrons and visitors of the Coronado Public Library. Included within such responsibilities are the (1) clean-up, (2) removal of trash, (3) management of Concession activities, and (4) all other incidental services arising from operation of the Concession.

1.03 Service Provisions. Customer satisfaction is paramount. Concessionaire shall provide such service only at the Concession location hereinafter described. Concessionaire is to work cooperatively with the Director to ensure a pleasurable experience for all users.

1.04 Furnishing, Fixtures, and Equipment. The City shall provide, maintain, and replace, at its own expense, approximately eight (8) café tables and twenty-four (24) chairs to be provided within the Library courtyard.

1.05 Concession Coffee Cart. The City is the owner in interest of the Coffee Cart. The City shall be responsible, at its sole expense, for any and all major maintenance and/or repair of the coffee cart and other special equipment, or, if required, the replacement thereof. The Concessionaire shall be required, at its sole expense, to continue providing minor maintenance of the coffee cart and other special equipment of whatever nature required for the proper operation of the Concession to properly serve the patrons and visitors to the Coronado Public Library.

2. TERM OF AGREEMENT

2.01 Commencement. This Agreement shall be effective as of the date of execution by the City of Coronado.

2.02 Term. The term of this Agreement shall be for one year and shall begin on July 1, 2015 and expire on June 30, 2016, unless terminated earlier in accordance with other provisions of this Agreement.

2.03 Agreement Extension. At the expiration of the initial term of this Agreement the City, at its sole option, may extend the Agreement for up to four (4) additional one (1) year periods, for a total of five (5) years, provided:

A. At least ninety (90) calendar days prior to expiration, Concessionaire requests an extension in writing, and

B. At least sixty days (60) prior to expiration, both parties of this Agreement agree on any revised terms or conditions proposed by either party.

3. PREMISES

3.01 Description of Premises. Within the grounds of the Coronado Public Library, City shall provide a designated area for the purpose of operating the Concessionaire. Said area shall include portions of the courtyard of the Coronado Public Library, as described in Exhibit "A" attached hereto and incorporated by reference herein.

3.02 City Rights. The City reserves the right to use the premises of the Coronado Public Library for any purpose it deems fit. In the event City's use of the premises substantially interferes with the activities of the Concessionaire as described within this Agreement, and City and Concessionaire are unable to agree to alternative locations or arrangements for the conduct of Concessionaire's activities, Concessionaire shall have the right to terminate this Agreement in accordance with Section 8.04, herein. The City and the Concessionaire shall confer on such requests for use. Concessionaire shall not unreasonably withhold permission for such use.

4. CONDUCT OF OPERATION

4.01 General Requirements. Concessionaire shall maintain and keep all areas specified in Section 3.01 of this Agreement, including all areas in which food and beverages are served, in a presentable, clean, sanitary, and safe condition acceptable to the Director. Concessionaire shall comply with all rules and regulations of the San Diego County Environmental Health

Department including, but not limited to, obtaining an initial plan check and obtaining and maintaining thereafter an annual health permit and decal. Concessionaire shall provide the Director copies of all reports Concessionaire receives from the San Diego County Environmental Health Department.

4.02 Description of Service. Concessionaire shall furnish food and beverages including, but not limited to, regular, espresso, and flavored coffees, tea, flavored sodas, and/or juices, fresh fruit, pastries, bagels, and muffins. Concessionaire shall charge reasonable market prices for all food and beverages. A copy of the Concessionaire's menu selection and price sheet shall be provided to the Director for review and approval. Approval to raise prices will not unreasonably be withheld provided sufficient written justification is provided and is comparable to prices charged at other coffee carts within the San Diego area. Current pricing shall be displayed on menu boards or menus available for customer viewing.

4.03 Hours of Operation. Concessionaire shall keep the Concession open for business during hours that include all or part of the following weekly schedule, as approved by the Director. Additional open for business hours may be arranged for special events subject to prior notification of Director.

- Monday through Saturday: 9:30 a.m. – 6:00 p.m.
- Sunday: 12:30 p.m. – 5:00 p.m.

Set-up and tear-down time of one-half hour may be added at the beginning and end of the day.

4.04 Library Rules and Regulations. Concessionaire shall enforce and obey all rules and regulations adopted by the Coronado Public Library Board of Trustees addressing public conduct and the use of Coronado Public Library property and facilities. Concession equipment, furnishings, or operations shall not interfere with Library ingress or egress.

4.05 Legal Requirements. Concessionaire shall secure all federal, state, and local licenses and all permits required to operate the Concession. Concessionaire shall be in complete compliance with all laws, rules, and regulations as set forth by federal, state, and local authorities.

4.06 Employee Provisions. Concessionaire shall employ all of the staff necessary to carry out the terms and provisions of this Agreement and shall pay their salaries and such other expenses as may be required for tax and other purposes.

4.07 Staffing Requirements. Concessionaire shall maintain on duty sufficiently trained staff to deal with and properly conduct the services described herein. Concessionaire shall require employees to maintain appropriate grooming standards while on duty.

5. DIVISION OF REVENUE

5.01 Gross Income. "Gross Income" as used in this Agreement shall include all income to Concessionaire resulting from operation of the Concession under this Agreement from whatever source derived, including deposits; provided, however, gross income shall not include federal, state, or municipal sales taxes, if any, collected from the consumer and periodically paid by Concessionaire to a governmental agency as required by law. No other taxes shall be deducted by Concessionaire in computing gross income. Gross income shall not include refunds for goods returned, refunded deposits, or gratuities collected on behalf of and paid to employees. The amount of sales taxes, refunds, and gratuities shall be clearly shown on the books and records of Concessionaire.

5.02 Monetary Consideration. As consideration for this Agreement, beginning July 1, 2015, until the termination or expiration of this Agreement, Concessionaire shall pay rent to the City of Coronado in an amount equal to two percent (2%) of all monthly gross income.

On or before August 20th of each contract year, Concessionaire shall provide documentation to the satisfaction of the City's Director of Administrative Services showing the total gross income and the actual amount owed and paid to City for the Concessionaire's contract year ending the previous June 30. In addition, Concessionaire shall include a payment to City for the full amount of any underpayment.

5.03 Monthly Payment. All consideration paid by Concessionaire shall be paid monthly to the City of Coronado, located at 1825 Strand Way, Coronado, CA 92118, on or before the 15th day of each month for the prior month's rent. In the event that Concessionaire fails to make timely monthly rent payments for three months in any given six-month period during the term of this Agreement, such failure to make timely rents shall be considered a material breach of contract subject to termination pursuant to Section 8.03 of this Agreement.

5.04 Late Payment. Payments received after the due date will be charged a late fee of ten percent (10 %) per month of the amount owed to the City.

5.05 Concessionaire Deposit. City requires that Concessionaire pay One Thousand Dollars ($1,000.00) as a deposit in conjunction with the execution of this Agreement. The City agrees that the deposit shall, upon commencement of the term of this Agreement, constitute the deposit, which shall be held during the term of this Agreement by City as security for the performance by Concessionaire of its obligations under this Agreement.

A. The deposit shall be held by City, without obligation for interest, as security for the performance of Concessionaire's covenants and obligations under this Agreement, it being expressly understood and agreed that the deposit is not an advance monthly rent payment except to the extent City applies it as such after the notice required below, or a measure of City's damages in case of Concessionaire's default.

B. The deposit shall not be considered liquidated damages, and if claims of City exceed the deposit, Concessionaire shall remain liable for the balance of the claim.

C. On the occurrence of any event of default, and after the time for cure has elapsed without cure by Concessionaire, as stipulated in this Agreement, City may, from

time to time, without prejudice to any other remedy provided in this Agreement or provided by law, after five (5) business days prior written notice to Concessionaire of City's intent to do so, specifying the cause and the amount, use a portion of that fund, to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by the event of default specified in such notice.

D. If any portion of the deposit is so used or applied, Concessionaire shall, within ten (10) business days of written demand, deposit cash with City in an amount sufficient to restore the security deposit to its original amount, and Concessionaire's failure to do so shall constitute a default of this Agreement.

E. If Concessionaire is not then in default under this Agreement, any remaining balance of the deposit shall be returned by City to Concessionaire on demand, within thirty (30) days after the termination of this Agreement.

6. FINANCIAL

6.01 Sales Recordation System. The Concessionaire, at its sole expense, shall install and maintain a system to record the sale of all goods and services at the point of sale. The sales recording system shall include cash registers that print receipts for each point of sale. Concessionaire shall ensure that each transaction can result in a printed receipt provided to the customer. Concessionaire shall obtain the written approval of the City's Director of Administrative Services prior to installation or amendment of the sales recordation system.

6.02 Accounting. Concessionaire shall keep books and records accounting for all revenues received by Concessionaire from the operation of the Concession in accordance with generally accepted accounting principles (GAAP) and in a manner that is reasonable for the size and nature of the business contemplated by this Agreement, and which accurately reflects all sales, costs, and taxes.

6.03 Quarterly Report. Concessionaire shall file a quarterly report with the City's Director of Administrative Services setting forth gross income and all expenses. This report shall be in a format and detail acceptable to the City. The report shall be provided no later than the 20th day of the month following the end of the quarter as follows:

Quarter	Time Period	Reporting Deadline
First Quarter	July 1 – September 30	October 20
Second Quarter	October 1 – December 31	January 20
Third Quarter	January 1 – March 31	April 20
Fourth Quarter	April 1 – June 30	July 20

In addition to the quarterly report, Concessionaire shall also prepare and retain monthly reports in a manner acceptable to the Director of Administrative Services indicating the amount of revenue received pursuant to Section 6.01 for that month indicating the source from which such revenue was received. Monthly and quarterly financial reports shall also be made available to the Library Board of Trustees.

6.04 Audit. The books and records shall be the property of the Concessionaire. The City and/or its authorized representative or agent shall have the right to inspect and audit the records and books of account in the possession of the Concessionaire described herein at any reasonable time during normal business hours.

6.05 Commercial Use Permit. During the term of this Agreement, the Concessionaire shall maintain and adhere to the terms and conditions of the required Permit for Use of City Property for Commercial Activity issued to the Concessionaire.

7. FACILITIES

7.01 Maintenance. Throughout the term of the Agreement, City agrees to assume full responsibility and costs for the maintenance of the City's premises, including the replacement of City-owned property located thereon.

Concessionaire is responsible for keeping the City's premises neat, clean, sanitary, and in a safe condition. Concessionaire is also responsible for regularly bussing the seating area and immediately cleaning up spills and messes in that area. Concessionaire will ensure that trash receptacles do not become overfilled during business hours and will take all trash, appropriately bagged, to the dumpsters located on site, as needed and at the end of the business day. Concessionaire will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas. Concessionaire agrees to service, maintain, and replace Concessionaire's equipment, when necessary, at Concessionaire's own expense.

7.02 Coffee Cart. The Director shall approve the specific size and configuration of the coffee cart apparatus and any related or adjoining fixtures and furnishings.

7.03 Signs. Concessionaire shall not erect any sign, banner, or other advertising material on or about the premises without the prior written consent of the Director of Library Services. Concessionaire shall be solely responsible for obtaining all required permits and approvals for any sign that may be consented to by the Director of Library Services hereunder including, but not limited to, Chapter 86.60 of the Coronado Municipal Code.

7.04 Alterations. Concessionaire shall not make any alterations or additions to the coffee cart or to any equipment belonging to the City without first having written consent of the Director.

7.05 Renovation. In the event that the City remodels, expands, or otherwise renovates the City's premises, City shall use reasonable efforts to provide an area for Concessionaire to conduct its business operations. If the alternative location is unacceptable to Concessionaire, Concessionaire shall have the right to terminate this Agreement in accordance with Section 8.04, herein.

7.06 Repair of City Property. At its own expense, the City shall repair damages to City property covered in this Agreement not caused by the negligence or willful misconduct of Concessionaire or its officers, employees, agents or patrons.

7.07 Utilities. City shall pay charges for electricity, water, and other utilities used by or supplied to the Concession from and after the commencement of this Agreement. Concessionaire shall be responsible for disposing of any hazardous and non-hazardous waste created as a result of the operation, in accordance with City, county, state, and federal laws.

7.08 Taxes. Concessionaire recognizes and agrees that this Agreement may create a possessory interest, subject to property taxation under Section 107.6 of the Revenue and Taxation Code, and that Concessionaire may be subject to the payment of taxes levied on such interest. Concessionaire agrees to and shall pay all such possessory interest taxes when due and prior to delinquency, holding the City harmless from any such liability. Concessionaire further agrees that payment for such taxes, fees, and assessments will not reduce any rent due to the City.

7.09 Ownership of Personal Property.

A. Machines, appliances, equipment, and other items of personal property owned by Concessionaire shall be removed by Concessionaire by the date of the expiration or termination of this Agreement. Any such items which Concessionaire fails to remove will be considered abandoned and will become the City's property free of all claims and liens; or City may, at its option, remove said items at Concessionaire's expense. If any removal of such personal property by Concessionaire results in damage to the remaining improvements on the Concession, Concessionaire agrees to repair all such damage.

B. Any necessary removal by either City or Concessionaire which takes place beyond the expiration or termination of this Agreement shall require continued payment of rent by Concessionaire to City at the rate in effect immediately prior to said expiration or termination.

C. Notwithstanding any of the foregoing, in the event Concessionaire desires to dispose of any of its personal property used in the operation of Concession upon expiration or termination of this Agreement, City shall have the first right of refusal to acquire or purchase said personal property.

8. GENERAL PROVISIONS

8.01 Status of Concessionaire. Concessionaire shall perform the services provided herein as an independent contractor and in pursuit of Concessionaire's independent calling, and not as an employee of the City. Except as described in this Agreement, City shall not direct Concessionaire in the performance of its duties under this Agreement. Concessionaire shall be under control of the City only as to the result to be accomplished.

Neither Concessionaire nor Concessionaire's employees shall be entitled in any manner to any employment benefits including, but not limited to, employer paid payroll taxes, social security, retirement benefits, health benefits, or any other benefits, as a result of this Agreement. It is the intent of both parties that neither Concessionaire nor its employees are to be considered employees of City, whether "common law" or otherwise, and Concessionaire shall indemnify, defend and hold City harmless from any such obligations on the part of its officers, employees and agents. Concessionaire shall prepare all tax returns and pay all taxes, including employment taxes, as required in connection with the operation of the commercial activities.

8.02 Notices. Any notices to be given under this Agreement, or otherwise, shall be served by certified mail. For the purposes hereof, unless otherwise provided in writing by the parties hereto:

A. The address of the City, and the proper person to receive any notice on the City's behalf, is:

City of Coronado
Library Services Department
640 Orange Avenue
Coronado, CA 92118
Attn.: Christian Esquevin
Tel. No.: (619) 522-3795; Fax No.: (619) 435-4205

B. The address of the Concessionaire, and the proper person to receive any notice on the Concessionaire's behalf, is:

Lanny Boswell
Executive Manager
Higher Grounds Enterprises
437 Pomona Avenue
Coronado, CA 92118

8.03 Indemnity and Insurance.

A. Indemnity. To the extent permitted by law, City shall indemnify, defend, and hold harmless the Concessionaire from any claim, liability, loss, injury, or damage arising out of or in connection with the performance of this Agreement by the City, its elected and appointed officers, officials, agents, and employees, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of Concessionaire.

Concessionaire shall indemnify, defend, and hold harmless the City, its elected and appointed officers, officials, agents, and employees from any claim, liability, loss, injury, or damage arising out of or in connection with the performance of this Agreement by Concessionaire and/or its agents, employees, or subcontractors, excepting only loss, injury, or damage caused by the sole negligence or willful

misconduct of personnel employed by the City. Concessionaire shall reimburse the City for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Concessionaire is obligated to indemnity, defend, and hold harmless the City under this Agreement.

This provision shall not be limited by any provision of insurance coverage the Concessionaire may have in effect, or may be required to obtain and maintain, during the term of this Agreement. This provision shall survive expiration or termination of this Agreement.

B. Insurance. Concessionaire shall obtain, and during the term of this Agreement, maintain policies of comprehensive general liability and property damage insurance in an amount of not less than one million dollars ($1,000,000) per occurrence from an insurance carrier authorized to be in business of the State of California. The insurance policy must name the City and its elected and appointed officers, officials, agents, and employees as "additional insureds"; and prior to the commencement of the term of this Agreement, the City shall be provided with the Certificate of Insurance and policy endorsement naming the City and its elected and appointed officers, officials, agents, and employees as "additional insureds."

Concessionaire shall also carry Workers' Compensation Insurance in an insurable amount of not less than one million dollars ($1,000,000) or the statutory minimum amount, whichever is greater, evidence of which is to be furnished to the City in the form of Certificate of Insurance as described above.

C. Cancellation or Change. Insurance provided by this policy shall not be canceled or changed so that it would no longer meet the specific City insurance requirements as outlined above without thirty (30) days prior notice of such cancellation or change being delivered to the City at the address shown on the Certificate of Insurance.

8.04 Termination by City

A. Termination for Default. In addition to other contractual remedies available by law to the City, the City may terminate this Agreement and all rights and privileges conveyed to the Concessionaire pursuant to this Agreement, upon thirty (30) days written notice of termination, in the event of any of the following:

(1) The Concessionaire is physically or emotionally unfit to continue performing its obligations under this Agreement as determined solely by City; or

(2) If thirty (30) days after receiving written notice by Director to correct unsatisfactory performance, Concessionaire continues to perform obligations in an unsatisfactory manner constituting a material breach of this Agreement. Material breach includes but is not limited to failure to make timely payment pursuant to Section 5 of this Agreement.

B. Termination for Convenience. The City may at any time, upon sixty (60) days written notice, terminate this Agreement without specification of cause.

8.05 Termination by Concessionaire. Concessionaire may terminate this Agreement upon sixty (60) days written notice to the City.

8.06 Restoration of City's Premises. Upon the expiration of this Agreement or the early termination as provided herein, Concessionaire shall return the City's premises in as good a condition as it was found at the commencement of the term of this Agreement, ordinary wear and tear excepted. Concessionaire shall remove all inventory and equipment prior to the date of expiration or termination.

8.07 Transfer of Interest. Concessionaire shall not assign, delegate, sell, or otherwise transfer its stock/partnership interest or any of the rights, duties, licenses, or privileges under this Agreement without the prior written consent of the City of Coronado. The Agreement cannot be assigned involuntarily or by operation or process of law; and should the Concessionaire be adjudged bankrupt or become insolvent or make a general assignment for the benefit of creditors or fail to obtain the release of any levy of attachment or execution upon Concessionaire's payment within thirty (30) days after such levy is made, the City may terminate the Agreement upon forty-five (45) days written notice.

8.08 Third Party. It is the intention of the parties to this Agreement that the provisions herein are not to be construed to inure to the benefit of third parties.

8.09 Nondiscrimination. As a condition to this Agreement, Concessionaire shall do all things related to its activities under this Agreement pursuant to all applicable laws and shall not refuse to hire a prospective employee nor refuse service on the basis of sex, race, color, age, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation.

8.10 Annual Disclosure. At the request of the City of Coronado, Concessionaire shall file an annual disclosure statement setting forth all City-related financial interests, as that term is used in Chapter 1.20 of the Coronado Municipal Code, held by Concessionaire at the time of filing and those held at any time during the twelve (12) months preceding the filing.

8.11 Compliance with Law. Concessionaire shall at all times in the construction, maintenance, occupancy, and operation of the Concession comply with all applicable laws, statutes, ordinances, and regulations of City, county, state and federal governments at Concessionaire's sole cost and expense. In addition, Concessionaire shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

8.12 Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

8.13 Legal Fees. In the event of any litigation regarding this Agreement, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney fees.

8.14 Number and Gender. Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

8.15 Captions. The Agreement outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content or intent of any or all parts of this Agreement. The numbers of the paragraphs and pages of this Agreement may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this Agreement.

8.16 Warranty. The City does not warrant that said premises are suitable for the purpose for which they are intended as stated herein. No warranty, whether expressed or implied, is given as to the fitness of the premises for the particular use by Concessionaire.

8.17 Force Majeure. Subject to either party's compliance with the notice requirements set forth below, performance by either party hereunder shall not be deemed to be in default and all performance and other dates specified in this Agreement shall be extended where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials, or tools, acts or omissions of the other party, acts or failures to act of any public or governmental entity other than the City, or any other causes beyond the control and without the fault of the party claiming an extension of time to perform. An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.

8.18 Entire Understanding. This Agreement contains the entire understanding of the parties, and supersedes all previous understandings and agreements with respect to the Concession between the parties, whether oral or written. Concessionaire, by signing this Agreement, agrees that there is no other written or oral understanding between the parties with respect to the Concession. Each party has relied on advice from its own attorneys and the warranties, representations, and covenants of the Agreement itself. Each of the parties in this Agreement agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Agreement. The failure or refusal of any party to read the Agreement or other documents and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Agreement will be valid unless it is in writing and signed by all parties.

8.19 Business License and Operations Permit. Concessionaire shall obtain the required City Business License and Commercial Use Permit prior to beginning the operations of the Concession.

8.20 Waiver of Provisions. The City's failure, whether intentional or not, to strictly enforce any provision of this Agreement shall not constitute a waiver of any provision of this Agreement. Provisions of this Agreement shall not be waived by the City unless done so expressly in writing.

IN WITNESS WHEREOF, the City of Coronado and Concessionaire hereunto set their hands this 16th day of June 2015.

CITY OF CORONADO	**HIGHER GROUNDS ENTERPRISES**
By: _____	By: _____
Blair King City Manager	Lanny Boswell Executive Manager

APPROVED AS TO FORM:

_____
Johanna N. Canlas, City Attorney

Attachment B
Commercial Use Permit

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CITY OF CORONADO

PERMIT FOR USE OF CITY PROPERTY FOR COMMERCIAL ACTIVITY

In accordance with Title 20, Chapter 20.12 of the Coronado Municipal Code, this Permit for Use of City Property for Commercial Purposes is issued by the City of Coronado ("CITY") as follows:

1. **Permittee**: This permit is issued to Higher Grounds Enterprises LLC (hereinafter referred to as Permittee), operator of coffee cart concession located at Coronado Library, 640 Orange Avenue, Coronado, California, 92118.

2. **Property**: The Permittee may utilize no more than 130 square feet (13 ft. x 10 ft.) of surface space located within the courtyard area of the Coronado Library, hereinafter referred to as the "Seating Area" pursuant to the *Agreement for Services: Coronado Public Library Coffee Cart Concession* executed by the City Manager on June 16, 2015.

3. **Commercial Activity**: Permittee may use the above-described property only for the purposes of the sale of food and beverages from the coffee cart concession. The Permittee shall be allowed to use the coffee cart, eight (8) café tables and twenty-four (24) chairs located within the Library courtyard, all owned and provided by the CITY.

4. **Term of Permit**:

   4.1 Subject to the conditions herein, this permit shall commence on July 1, 2015, and shall expire on June 30, 2016.

   4.2 Subject to the conditions herein, the CITY shall have the sole right to exercise its discretion in extending the term for up to four additional one-year periods if it determines that the operation is in the best interest of the CITY and its residents.

   4.3 This permit may be terminated in accordance with Chapter 20.02 of the Coronado Municipal Code.

   4.4. The CITY may terminate this permit immediately if the Permittee fails to comply with any of the terms and conditions stated herein.

   4.5 In general, this permit may be terminated upon sixty (60) days written notice by the CITY if it is determined that the public health, welfare, safety or convenience requires that the property may be used for another purpose. However, in the case

of an emergency, the permit may be suspended or terminated without prior notice to the Permittee. In such case, the CITY will endeavor to provide as much notice as is reasonably possible under the circumstances.

5. **Waiver of Claims**: Permittee hereby waives the right to assert any claim or action against the CITY, is officers, agents or employees arising out of or resulting from the issuance or revocation of this permit or the restoration of the property or any other action taken in accordance with the terms of the permit by the CITY, its officers, agents or employees.

6. **Fee**: For each year or portion thereof in which the Permittee occupies the property, the Permittee shall pay in advance, on or before June 30 of each year, the following amounts:

   6.1 From July 1, 2015 to June 30, 2016 – seven hundred seventy-nine dollars ($779.00).

   6.2 From July 1, 2016 to June 30, 2017 – eight hundred two dollars ($802.00).

   6.3 From July 1, 2017 to June 30, 2018 – eight hundred twenty-six dollars ($826.00).

   6.4 From July 1, 2018 to June 30, 2019 – eight hundred fifty-one dollars ($851.00).

   6.5 From July 1, 2019 to June 30, 2020 – eight hundred seventy-seven dollars ($877.00).

   6.6 If the Permittee fails to pay the fees in advance as required, a late payment penalty of ten percent (10%) of the amount due may be assessed by the Director of Administrative Services. If full payment, including late fees, is not paid by July 31 of the appropriate year, the CITY may, in its discretion, immediately terminate the permit with no additional notice to the Permittee. In addition, the City may take appropriate steps to commence termination of the corresponding encroachment permit. This section shall not in any way limit the City's ability to pursue other legal recourse against the Permittee.

7. **General Conditions**:

   7.1 The general provisions of Chapter 20.02 of the Coronado Municipal Code shall apply to this permit to include, without limitation, the grounds for suspension of revocation provisions contained in Sections 20.02.170 through 20.02.190.

   7.2 By accepting the benefits herein, the Permittee acknowledges title to the property to be in the City of Coronado and waives all rights to contest that title.

8. **Additional Conditions**:

8.1 The Permittee agrees to indemnify and hold the CITY and CITY's officers, officials, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, the construction, encroachment, maintenance or activity to be done by the Permittee, his/her/its agents, employees or contractors on the CITY property.

Upon demand, Permittee shall, at its own expense, defend CITY and CITY's officers, officials, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

Permittee's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the CITY's intentional wrongful acts, violations of law, or negligence.

This provision shall not be limited by any provision of insurance coverage the Permittee may have in effect, or may be required to obtain and maintain, during the term of this Permit. This provision shall survive expiration or termination of this Permit.

8.2 At all times at which this permit is in effect the Permittee shall maintain a policy of liability insurance in an amount of not less than one million dollars ($1,000,000) per claim for personal injury and property damage. The Permittee shall also furnish a policy of Worker's Compensation Insurance as required by California law. The liability insurance policy shall name the City of Coronado, its officers, employees, agents and members of its City Council as additional insureds. The Permittee shall furnish evidence of such coverages at all times during the term of this permit. All of the coverages described above shall provide that the CITY be furnished at least 30 days written notice from the insurer before the policy is canceled, revoked or otherwise expires.

8.3 The Permittee shall not block or otherwise interfere with any established civic uses of CITY property.

8.4 The Permittee shall keep the CITY property clean from any litter, solid waste, or trash resulting from the Permittee's use of the CITY property. The Permittee shall maintain a trash container on the permit site that shall be emptied at least once per day.

8.5 The Permittee shall comply with all applicable federal, state and local, laws, regulations and ordinances, including but not limited to those related to consumption of alcoholic beverages on public property.

8.6 The exercise of any privileges granted by this permit constitutes the acceptance of all of the conditions of this permit.

8.7 The Permittee shall use the property only for the purposes specified above.

8.8 The property shall not be used to support oppose political candidates or causes.

9. **Restoration of Property**: Upon the abandonment, termination or expiration of this permit, the Permittee shall, at no cost to the CITY, return the property to the CITY in its pre-permit condition within the time specified in the notice of revocation or prior to the date of abandonment or expiration. If the Permittee fails to restore the CITY property in a timely manner, the CITY shall have the right to enter upon the property and restore the property to its pre-permit condition, including the destruction or removal of any improvements thereon. The CITY shall then mail written notice to the Permittee advising him/her/it that the CITY intends to restore the property and to recover its restoration costs from the Permittee. This notice shall advise the Permittee that he/she/it shall have an opportunity to appear before the City Council at a specified time to protest the intended action of the CITY.

10. **Possessory Interest**: The Permittee recognizes and acknowledges that this permit may create a possessory interest subject to property taxation and that he/he/it may be subject to the payment of property taxes levy on such interest.

11. **Change of Ownership**: The permit shall not, nor shall any interest therein or thereunder, be assigned, mortgaged, hypothecated, or transferred by the Permittee, whether voluntarily or involuntarily or by operation of law, nor shall the Permittee let, sublet or grant any license or permit with respect to the use or occupancy of the subject property, or any portion thereof without the written consent of the Coronado City Council. This provision shall not preclude the Permittee from having employees conducting the activities authorized by this permit.

This permit, together with each and every condition contained herein, is acceptable:

_____ _____

Lanny Boswell Date
Executive Manager

_____ _____

Tom Ritter Date
Assistant City Manager
City of Coronado

AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE PURCHASE AGREEMENTS FOR AN AMOUNT NOT TO EXCEED $264,500 THROUGH COOPERATIVE PURCHASING PROGRAMS FOR THE FOLLOWING VEHICLES AND EQUIPMENT: ONE FORD TRANSIT 12-PASSENGER WAGON; THREE CHEVROLET COLORADO TRUCKS; AND ONE PORTABLE PUMP

RECOMMENDATION: Authorize the City Manager to execute the purchase agreements for an amount not to exceed $264,500 in order to replace four vehicles and one portable pump which are programmed for replacement in the current FY 2014-15 and the adopted FY 2015-16 Vehicle and Equipment Replacement (VER) Fund 135 and the FY 2014-15 Wastewater Operations Fund 510.

FISCAL IMPACT: The average time between City Council's approval of a vehicle purchase and when it is "road ready" is approximately six months. Therefore, staff is requesting Council approval to purchase three Chevrolet Colorado trucks that are budgeted in the adopted FY 2015-16 Budget Vehicle and Equipment Replacement (VER) Fund 135. The Ford Transit 12-passenger van is budgeted in the current FY 2014-15 VER budget, and the pump is budgeted in the FY 2014-15 Wastewater Operations Fund 510. There are sufficient available funds in the respective VER Funds described above to support these purchases. The table below compares the amounts budgeted for the cost of the vehicles and equipment, as well as their outfitting costs.

VEHICLE AND EQUIPMENT REPLACEMENT (VER) FUND 135					
Description	**Budget**	**Cost of Vehicle and/or Equipment**	**Cost of Outfitting Vehicle**	**Total Cost**	**Cooperative Purchase Agreement Source and Number**
2015 Ford Transit 12-Passenger Wagon, Unit 2-9	$ 67,000	$ 37,400	$ 11,300	**$ 48,700**	State of California Contract #1-14-23-23A
2016 Three Chevrolet Colorado Trucks, Units 3-10, 8-3 & 11-3	$ 141,000	$ 105,400	$ 44,100	**$ 149,500**	National Joint Powers Alliance Contract (NJPA) #102811
Fund 135 Sub-Total	**$ 208,000**	**$ 142,800**	**$ 55,400**	**$ 198,200**	
WASTEWATER OPERATIONS FUND 510					
Portable Pump, Unit 6-6	$ 80,000	$ 66,300	$ -	**$ 66,300**	GSA Contract #GS-21F-0028T
Fund 510 Sub-Total	**$ 80,000**	**$ 66,300**	**$ -**	**$ 66,300**	
GRAND TOTAL	**$ 288,000**	**$ 209,100**	**$ 55,400**	**$ 264,500**	

CITY COUNCIL AUTHORITY: Awarding a contract is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right, the courts will give greater weight to the City Council in any challenge of the decision to award the contract.

PUBLIC NOTICE: No public notice is required.

BACKGROUND: Coronado Municipal Code Section 8.04.060 requires the approval of the City Council for the purchase of goods, supplies and/or equipment above $30,000. The Municipal Code has a provision for purchases of supplies and equipment to be accomplished through cooperative purchasing.

Cooperative purchasing is a national- and State-approved tool used by government agencies to join with other jurisdictions to buy similar products. When purchasing cooperatively, a "lead agency" is the central purchaser for several jurisdictions. Because these contracts tend to be for purchases of large quantities, the lead agencies are able to negotiate for lower unit costs. Staff will be able to purchase the proposed vehicles cooperatively, at competitive pricing, from existing contracts between the State of California, the National Joint Powers Alliance Contract (NJPA), and the General Services Administration (GSA) Cooperative Purchasing Program.

ANALYSIS: Ford Transit 12-Passenger Wagon (Unit 2-9): The FY 2014-15 VER Fund 135 includes $67,000 to replace a 2003 Ford F150 Pickup Truck that has been used in the Police Department for beach access and to transport equipment to and from the San Diego gun range. Staff recommend replacing the pickup truck with a van because a van is able to store police equipment more securely than a pickup truck. The proposed purchase price of this wagon is $48,700, including the cost of outfitting, which is $18,300 under the approved budget amount. This wagon is available for purchase though the State of California Contract #1-14-23-23A, which is a cooperative purchasing contract. (Attachment A).

Chevrolet Colorado 4X4 Trucks (Units 3-10, 8-3 & 11-3(4)): The adopted FY 2015-16 VER Fund 135 includes $141,000 to replace two 2011 Ford Ranger Pickup Trucks and two 2002 Think Neighbor Electric Cars assigned to the Public Services Department. Staff is proposing to replace the two Ford Ranger Trucks and the two electric cars with three Chevrolet Colorado 4X4 trucks for the following reasons; Ford has discontinued the Rangers and they are no longer available for purchase. Replacement parts for the electric cars are no longer available. The electric cars that are being replaced have been decommissioned and auctioned off because they were no longer reparable. These vehicles will initially be used in the Public Services Department and will eventually be rotated to the Beach Lifeguard Division for use on the beach. Therefore, vehicles with four-wheel-drive are required. The total purchase price for these vehicles is $149,500, including the cost of outfitting, which is over the approved FY 2015-16 budget amount by $8,500. Replacing these vehicles now will enable the Fleet Division to move the existing Ford Rangers, which are nearing the end of their service lives, to the Beach Lifeguard Division to replace the Subaru contract vehicles whose contracts are due to expire soon. The Chevrolet Colorado Pickups are available for purchase through an NJPA Contract #102811, which is a cooperative purchasing agency. (Attachment B).

Portable Pump (Unit 6-6): The Air Pollution Control District (APCD) will no longer permit the existing mobile pump because it no longer meets APCD specifications. The FY 2014-15 mid-year review approved the addition of $80,000 in the Wastewater Operations Fund 510 to replace the 1986 Gorman Rupp Portable Pump. The total purchase price for this equipment is

$66,300. There are sufficient available funds in the Wastewater Operations Fund to support the purchase of this equipment. This equipment is available for purchase through GSA Cooperative Purchasing Contract #GS-21F-0028T, which is a cooperative purchasing program agency. (Attachment C).

ALTERNATIVE: The City Council could choose to not authorize the purchase of the vehicles or equipment described above, and could recommend that staff use the Request for Bids (RFB) process instead.

Submitted by Public Services/Maurer
Attachments:

A. Downtown Ford Sales Quote #S0406151252 (Unit 2-9)
B. National Auto Fleet Group Quote (Units 3-10, 8-3 & 11-3(4))
C. Sunbelt Rentals Quote (Unit 6-6)

N:\Staff Reports\Vehicle & Equipment Purchases 06.16.15

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	LS	RRS	MLC	NA	NA	MB	NA	NA	CMM	NA

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ATTACHMENT A:

Downtown Ford Sales Quote #S0406151252 (Unit 2-9)

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THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

S040615 1252

QUOTATION

Customer

Name	MANNY GONZALEZ
Address	CITY OF CORONADO
City	
Phone	VIA EMAIL

Date	4/6/2015
REP	SANDRA
Phone	916-442-6931
FOB	

Qty	Description	Unit Price	TOTAL
1	2015 FORD TRANSIT 12-PASSENGER WAGON	$26,618.00	$26,618.00
	STATE OF CALIFORNIA 1-14-23-23A		
1	3.5 ECOBOOST ENGINE	$1,749.00	$1,749.00
1	AM/FM/CD/SYNC	$750.00	
1	CLOTH POWER DRIVER SEAT	$446.00	$446.00
1	CRUISE CONTROL	$305.00	$305.00
1	DAYTIME RUNNING LAMPS	$42.00	$42.00
1	DUAL BATTERIES	$278.00	$278.00
1	FRONT/REAR AIR CONFITIONING	$807.00	$807.00
1	HD TRAILER TOW PACKAGE	$438.00	$438.00
1	EXTRA KEY	$295.00	$295.00
1	POWER INVERTER	$95.00	$95.00
1	PRIVACY GLASS	$632.00	$632.00
1	REAR VIEW CAMERA	$442.00	$442.00
1	REVERSE SENSING SYSTEM	$278.00	$278.00
1	RUNNING BOARDS, PASSENGER SIDE ONLY	$151.00	$151.00
1	EXTRA CARE WARRANTY 5/100/0	$1,632.00	$1,632.00
1	DOC FEE	$80.00	$80.00
	SALES TAX CALCULATED AT 8.00%		

	Subtotal	$34,288.00
	Delivery	$400.00
Taxes	SAN DIEGO	$2,612.48
	CA Tire Tax	$8.75
	TOTAL	$37,309.23

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name
CC #
Expires

Office Use Only

$500 DISCOUNT WITH PAYMENT IN 20 DAYS

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ATTACHMENT B:

National Auto Fleet Group Quote (Units 3-10, 8-3 & 11-3(4))

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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) BUY-NJPA • (626) 457-5590

(855) 289-6572 • (831) 480-8497 Fax

04/21/2015

Manny Gonzalez
City of Coronado
Public Services
101 B Avenue
Coronado, California 92118

5pd6 4-27-15

4/27/15

Dear Manny Gonzalez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **Three (3) New/Unused (2016 Chevrolet Colorado (12M43) 4WD Crew Cab 128.3" WT with Extended Warranty 100k 5years 0 deductible)** delivered to your department yard, each for:

(1)One Unit			(3) Three Unit's	
Base Price	$	30,887.72	$	92,663.16
Tax (8.00%)	$	2,471.02	$	7,413.06
Ext. Warranty (100k/5yr/0)	$	1,750.00	$	5,250.00
Tire Fee	$	8.75	$	26.25
Total	$	35,117.49	$	105,352.47

-per the attached specifications.

This vehicle(s) is available under the **National Joint Powers Alliance Bid Number 102811**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,
Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497

CHEVROLET Ford NISSAN TOYOTA

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ATTACHMENT C:

Sunbelt Rentals Quote (Unit 6-6)

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SUNBELT RENTALS

To: City of Coronado
Attn: Manny Gonzalez
Date: May 04, 2015
Email: jgonzalez@coronado.ca.us

3860 Sherman Street
San Diego, Ca. 92110
619.574.1908 office
619.298.9732 fax

CONFIDENTIAL

Manny,

Thank you for the opportunity to present you with a quote on this Pump Package. Below you will see the Model and brand of the Pump Package. Please feel free to contact me with any questions you may have at 619-572-5772.

PIONEER PRIME DIESEL DRIVEN TRAILER MOUNTED PUMP PACKAGE:
Model: SAPP66S12L71-TD2.9L4
-Pioneer Heavy Duty Standard Centrifugal Solids Handling Vacuum Assisted Pump
-Standard Ductile Iron Construction with Run Dry Mechanical Seal and Cast Iron Wear Ring(s)
-11.0 Inch Trimmed Diameter CA6NM Stainless Steel Impeller
-Oil Lubricated Bearing Frame
-Deutz Model TD2.4L4 Tier 4 Diesel Engine Rated for 58 Continuous HP @ 1800 RPM
-Premium Trailer Mounted Package with 12 Volt
- 4D Heavy Duty Battery
-Auto Start/Stop Programmable Engine Control Panel
-Coated Galvanized Sound Attenuated Enclosure
-See Attached Specification Sheet for Complete Details
-Entire Package Completely Assembled, Primed & Painted Pioneer Green before Shipment

Net Price Each: $58,571.43 plus tax
(F.O.B. Canby, OR Estimated ship date is 8-10 weeks from receipt of order)

Transportation: 3,000.00

58,571.43x
8.%
4,685.71*+

Sincerely,

Tax 4,685.71+
63,257.14*

Jorge Marquez
Sales Representative
PC 146 Sunbelt Rentals Pump & Power
619.572.5772 cell

0.*

0.*

63,257.14+
Shipping 3,000.00+
Total→ 66,257.14*+

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AWARD OF CONTRACT FOR TENNIS COURT REPAIR PROJECT TO PACIFIC TENNIS COURTS, INC. IN THE AMOUNT OF $162,188 AND APPROPRIATION OF AN ADDITIONAL $52,000 FOR THE PROJECT

RECOMMENDATION: (1) Award a contract to Pacific Tennis Courts, Inc. in the amount of $162,188 for construction of the Tennis Court Repair project and (2) allocate an additional $52,000 to the project from the Capital Improvement Program's (CIP) General Fund.

FISCAL IMPACT: In FY 2014/15, $45,000 was appropriated for the repair and resurfacing of the Library tennis courts. Later, the project scope was changed to include the resurfacing of all City-owned tennis courts (Library, Cays, and Tennis Center); an additional $90,000 has been appropriated in the FY 2015/16 budget for the expanded tennis court resurfacing project. Bids were opened on May 20, 2015, and came in higher than expected. In order to complete the project, an additional appropriation of $52,000 would be required. This funding is recommended to be provided from General Fund available reserves.

It is recommended that the project be funded as follows:

Project Budget	
Contract Award	$162,188
Project Contingency (15%)	$24,812
Total Project Budget	$187,000

CEQA: The project is categorically exempt from the provisions of CEQA based on Article 19, Sections 15301 (existing facilities) and 15302 (replacement or reconstruction).

CITY COUNCIL AUTHORITY: Awarding a construction contract is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right the courts give greater deference to decision makers in administrative mandate actions. The court will inquire (a) whether the city has complied with the required procedures, and (b) whether the city's findings, if any, are supported by substantial evidence.

PUBLIC NOTICE: None required.

BACKGROUND: The tennis courts throughout the City are in need of resurfacing. Tennis court resurfacing manufacturers recommend that resurfacing be completed every four to six years. The most recent resurfacing project was completed on the Cays courts in May 2010. Therefore, it has been over five years for all City courts since their last resurfacing. The proposed project includes resurfacing 15 courts at the Tennis Center, Library, and the Cays. In addition, the tennis court adjacent to the Library at Sixth Street and D Avenue has been damaged from tree roots and has caused a significant difference (Lift) in the court surface levels near the net line. Root removal and concrete repairs will be required prior to resurfacing.

ANALYSIS: The project was advertised with a base bid and an alternate bid option. Contractors submitting bids were required to submit both the base bid and alternate bid option with the contract being awarded to the lowest responsive base bid.

The base bid includes removal and replacement of approximately one quarter of the concrete surface within the eastern tennis court at the Library. This option would result in a joint line within the playing surface of the court and the Recreation Department prefers to keep the court playing surface clear of any joint line, if possible. The courts are used for competition by the High School Team and for sanctioned United States Tennis Association events and, therefore, the playing surface should be free of construction joints that may potentially interfere with play. Although no playability issue is anticipated after construction, introducing a joint line in the playing surface may potentially pose a future maintenance and/or playability concern as the concrete expands, contracts, and/or settles over time. Joint lines are intentionally placed in concrete slabs to "focus" the cracking that naturally occurs when concrete contracts during the curing process, as well as, settlement and stress cracking that will occur over time. Therefore, there will be cracking along the joint line, the unknowns are, how much and will the cracking affect play? If the answer to the second is, yes, at that point, the court could not be used for completion play. In order to avoid a joint line within the playing surface of the court, an alternative bid option was developed below.

The alternative bid option would consist of removing and replacing approximately one half of the concrete surface. This option would relocate the joint lines outside of the playing surface and the replaced court would consist of one slab. Because the court is used for both competitive and recreational play, the alternative bid option is recommended. Common construction for new tennis courts also includes pre/post tensioned steel to prevent cracks within the court surface.

Bids were publicly opened on May 20, 2015 with the following results:

BIDDER	BASE BID TOTAL	ALTERNATE BID TOTAL
Pacific Tennis Courts, Inc.	$142,585	$162,188
NRG Building & Consulting, Inc.	$165,438	$183,846

The project was advertised using the base bid as the means of awarding the contract; therefore, the project needs to be awarded to the lowest responsible bidder for the base bid amount. To protect the field of play from joint lines, the Recreation Department supports the recommendation that the alternative bid option be selected for construction. It is recommended that the contract be awarded for the base bid with the alternate option.

It should be noted that Pacific Tennis Courts, Inc. did not include the required "Authorized Applicator" certificate from the resurfacing material manufacturer with their bid; however, it was provided shortly after the bid opening. In addition, the reference list provided by Pacific Tennis Courts, Inc. was incomplete and a revised list was provided shortly after the bid opening at the City's request. . In the original reference lists, there were projects that were included that were

undertaken by Malibu Pacific Tennis; principals from Pacific Tennis broke off from Malibu Pacific to form their own company. City staff requested and received the required references from Pacific Tennis Courts, Inc. for projects done under the new company. The City Council has the authority to waive these minor irregularities. Pacific Tennis Courts provided this information in a timely manner after the bid opening and Pacific Tennis Courts' omissions were minor in nature and did not impact the bidding process. Further, in accordance with applicable case law, the lack of the references and the installer certificate at the time bids were opened did not give Pacific Tennis Courts an unfair advantage because it did not (1) affect the bid amount; (2) give Pacific Tennis Courts an advantage over others; (3) act as a potential vehicle for favoritism; (4) influence others from bidding; or (5) affect the ability to make bid comparisons.

Staff reviewed the bid package, insurance, bonding and references for Pacific Tennis Courts, Inc. In accordance with the Standard Specifications for Public Works Construction, Pacific Tennis Courts, Inc. is the lowest responsible and responsive bidder. Public contracting laws require the City to award the contract to the lowest responsible and responsive bidder, in this case, Pacific Tennis Courts, Inc.

ALTERNATIVE: The Council may elect to award the project for only the base bid or reject all bids. Although not recommended, the City Council could reduce the number of courts to be resurfaced.

Submitted by Public Services & Engineering/Odiorne

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APPROVE THE RECOMMENDATION OF THE CULTURAL ARTS COMMISSION TO IMPLEMENT THE CC125 WRAPPED UTILITY BOX PUBLIC ART PROJECT AND DIRECT THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SDG&E FOR THE CITY TO MAINTAIN THE BOXES

RECOMMENDATION: Approve the recommendation of the CAC to implement the CC125 Wrapped Utility Box Public Art project and direct the City Manager to enter into an agreement with SDG&E for the City to maintain the wraps on the boxes utilized in this project, including replacement installation and/or reapplication/removal as necessary.

FISCAL IMPACT: Proposed cost of project is estimated at $10,800 - $15,000 (approximately $750 per box) which includes reserve funds to replace/repair three boxes, if necessary. Funds will be raised through sponsorships by local civic organizations and businesses.

PUBLIC NOTICE: None required.

CITY COUNCIL AUTHORITY: Whether to support the concept of providing "public art" is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right the courts give greater deference to decision makers in administrative mandate actions. The court will inquire (a) whether the city has complied with the required procedures, and (b) whether the city's findings, if any, (although not required) are supported by substantial evidence.

BACKGROUND: The Coronado Public Art Master Plan (adopted by the City Council on August 25, 2013) specifically identified the potential of creating public art on utility boxes. As defined in the plan, Public Art displays the importance of Coronado's historic and seaside character and enhances public spaces and properties. The CAC Public Art and Arts Education program areas developed a plan to implement a wrapped utility box project in 2015 in conjunction with the 125th Celebration of the incorporation of the City of Coronado. The CAC is modeling this project after the highly successful City of Sacramento **Capitol Box Art** project (www.capitolboxart.com). The Commission will select local artists (adults and students) to create artistic designs that will be transferred to vinyl and applied to utility boxes located in Coronado.

The CAC's goals for establishing this project are to create visible public art where plain utility boxes are sited and deter graffiti from appearing on utility boxes in Coronado. This project is about connecting local adult artists and student artists with a focus on student creative opportunities. The theme of this project is **Wheels, Wings and Water: Coronado 125 Years of Transportation** with artwork depicting the various modes of transportation used over the last 125 years.

ANALYSIS: The Cultural Arts Commission considered the Wrapped Utility Box Public Art Project and approved the proposal at its March 5, 2015 meeting. In approving the project, the consensus was that the wrapping process was critical to the adoption of this project. In addition, the CAC approved the proposal with 1-2 boxes designated from the Coronado Cays. This stipulation has been met.

Twenty utility boxes that are owned by SDG&E on City of Coronado public rights-of-way have been identified and approved for this project. Many of the selected boxes are near the schools that will participate in the student phase. SDG&E has agreed to allow the wrapping of the utility boxes if the City of Coronado will agree to maintain the wraps for the lifespan of the artwork. The artwork will be designed by artists, transferred to vinyl wraps, and then applied using a standard fabrication and installation method identical to the process used to wrap the portable Beach Restroom Trailer. Artists can use a variety of media: photography, painting, collage, and digital imagery, to develop their designs.

The wrap installation process was selected due to the durability of the product, the ability to repair and maintain the piece if necessary (wear and tear/vandalism/graffiti), and the ability to easily reissue or replace the piece after years of exposure to the elements. The average life cycle for wrapped installation is a minimum of 5-7 years. At that time, the City can choose to replace the wraps with new wraps of the same art, new art wraps, or remove the wrap film returning the box to the paint finish. If the CAC determines it wants to continue this project after the life-expectancy of the first round of wraps, it will raise additional funds to continue the project. The removal of the wraps is a relatively easy process and can be done by volunteers at little to no cost to the City.

The project will be implemented in two stages. Stage 1: Five boxes have been identified to be designed by local adult artists through a call to artists and juried by a panel selected by the CAC. The call to artists will be issued upon approval by the City Council of this project. One requirement for selection of adult artists will be a commitment to mentor Coronado student artists during this project. The first stage will be installed between August 9 and December 11, 2015. Stage 2: 13-15 boxes designed by student artists chosen by a jury approved by the CAC and installed during December 2015. See Attachment 1 for inventory of boxes including location and artist assignment. For more information on this project, see Attachment 2.

ALTERNATIVE: The City Council could decide to not accept the recommendation of the Cultural Arts Commission.

Submitted by the Contract Arts Administrator Kelly Purvis/Office of the City Manager
Attachment 1: Table of SDG&E approved utility boxes for wrap with cross streets and artist designation
Attachment 2: Informational Flyer about the Project
Attachment 3: CAC Definition of "Local" Artist (adopted 4/2/15)
Attachment 4: Proposed Draft Letter of Agreement between SDG&E and the City of Coronado

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	N/A	JNC	MLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Box #	SDG&E Box #	Cross St	Cross St	Student UB Artist	Adult UB Artist
18	D147807 150A	Fourth-Fifth	Alameda		Professional
19	D190787525 376-406	Orange	Eight	CHS Art	
20	D1899771447 376-405	Orange	Tenth-Panera		Professional
21	376	Orange	Tenth-Panera		Professional
33	D111847	Orange	Dana		Professional
34	D111366 373-55	First	Orange-C Alley	X	
36	D160772 377-179	C	First	X	
67	D1895671473	Ynez	B-Orange & Tenth (B of A)	X	
68	D1895571471	Ynez	B-Orange & Tenth (B of A)	X	
77	D170104 376-537	Ynez	Ynez & B Parking El Dorado Plaza	X	
105	D144304	Fifth	F-G Middle School	CMS	
107	D202158 74	Sixth	Tennis Courts	Christ Church	
109	D155728	Sixth	BBMC Pool	CHS-COSA	
114	D157188 376	Orange	Eighth	CHS COSA Media	
115	D157189 376	Orange	Eighth	CHS COSA VA	
116	D160862	Orange	Ninth	Sacred Heart	
123	Box 1-D158117, Box-2158117, Box-3 none	Park Pl	Liquor Store		Professional
123-a			Liquor Store		
123-b			Liquor Store		
135	D157914 374	Dana Pl	Orange-Ocean		Professional
136	D196381 374-332	Dana Pl	Orange-Ocean		Professional
137	D197390 374	Dana Pl	Orange-Ocean		Professional
152	D103535 377-66	Sewer lawn	Spiro's Giros	X	
155	D103536 377	Ferry Landing	Right of Peohe's	X	
157	D103537 377-65	First	B-A (Burger King)	X	
158	D103533 377-68	First	B-C (Bus stop)		Professional
78	D168478 377	Sixth	Balboa	Village Elementary	
336	D125881376-41,-40,-39,-38	S. Grande Caribe Bl	Coronado Cays Bl Fire Station	Silver Strand	
337	D16?0972790, 376	S. Grande Caribe Bl	Coronado Cays Bl Fire Station	Silver Strand	

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City of Coronado Cultural Arts Commission (CAC) CC125 Public Art

Art in an unexpected place.

Associate your name with art, support local professional and student artists and receive recognition when you become a sponsor of the Coronado Celebrates 125 (CC125) Public Art Utility Box Wrap Project.

The Coronado Public Art Master Plan includes a utility box public art project. The CAC has approved a plan to implement the project in 2015 in conjunction with the 125th Celebration of the incorporation of the City of Coronado. The Commission will seek artists (both adults/students) to participate in this innovative project.

Twenty utility boxes that are owned and operated by SDG&E on City of Coronado public right-a-ways have been identified for this project. The artwork will be designed by artists and then transferred digitally to vinyl material which will be applied using a standard fabrication and installation method. Artists can use a variety of media; photography, painting, collage, and digital imagery to develop their designs. The art will stay vibrant for up to five years at which time the wrap can be removed and the utility box is once again a pristine blank canvas to refresh with a new wrap or return to its original state.

The CAC's goals for establishing this project are to create visible public art where plain utility boxes are sited and deter graffiti tags from appearing on utility boxes in Coronado. The benefit of this project is connecting artists, with a focus on student artists, with creative opportunities in celebration of Coronado's 125 - become a sponsor today!

For more information visit: Coronado Cultural Arts Commission CORONADOARTS.COM

Coronado Public Art Utility Box Wrap Project

Platinum Sponsorship ($14,000 for 20 boxes)

Benefits

- Sponsor, artist & school logo recognition on all utility boxes
- Platinum Sponsor highlighted on CoronadoARTS website pages dedicated to this project
- Sponsor acknowledgement at Dedication
  - Inclusion in event printed material
  - Inclusion on media developed for the event
- Significant promotional and marketing exposure
- Inclusion of organization or company name for spokesperson quotes about Utility Box PA and the CC125 event
- Posting on CAC and/or event Facebook page and social media promotions
  - Inclusion of sponsor name in at least two Twitter posts during event

Premier Sponsorship for Student Boxes ($10,500 for 15 Boxes)

Premier Sponsorship for Artist Boxes ($3,500 for 5 Boxes)

Benefits

- Sponsor, artist & school logo recognition on all sponsored utility boxes and promotional and advertising materials
- Premier Sponsor highlighted on CoronadoARTS website pages dedicated to this project
- Promotional and marketing exposure
- Student Sponsorship includes logo recognition on School Arts Education materials
- Sponsor acknowledgements at Dedication
- Posting on CAC and/or event Facebook page and social media promotions
- Inclusion of sponsor name in at least two Twitter posts during event

Patron Sponsorships ($700 for each utility box)

Benefits

- Sponsor, artist & school logo recognition on respective utility boxes and promotional and advertising materials
- Patron Sponsor acknowledged on CoronadoARTS website pages dedicated to this project
- Sponsor acknowledgement at Dedication and event printed materials

www.CoronadoARTS.com Arts Administrator Kelly Purvis 619.522.2633 kpurvis@coronado.ca.us

DONATION FORM

Please fill-out the following form to confirm your donation.

Completed forms can be returned to Kelly Purvis, Arts Administrator, City of Coronado, 1825 Strand Way, Coronado, CA 92118.

Please contact us with any questions: **CAC Commissioner for Public Art Jeff Tyler**
jefftyler@msn.com 619.865.7153 (direct cell)
Arts Administrator Kelly Purvis
kpurvis@coronado.ca.us or 619.341.0137 (direct cell)

CONTACT INFORMATION:

_____ _____
Name of Donor Contact Person

_____ _____
Contact E-mail Address Contact Phone Number

_____ _____
Address City/State/Zip Code

SPONSORSHIP OPPORTUNITIES

- o **Platinum Sponsor Public Utility Box Wrap Project** _____ **$ 14,000 for 20 boxes**
- o **Premiere Sponsor Student Artist Public Utility Box Wrap Project** _____ **$ 10,500 for 13 boxes**
- o **Premiere Sponsor Professional Artist Public Utility Box Wrap Project** _____ **$ 3500 for 5 boxes**
- o **Patron Public Utility Box Wrap Sponsor (please indicate number of boxes here _____) $ 700 per box**

THANK YOU FOR SUPPORTING THE ARTS!

Once we receive your completed donation form, the Arts Administrator will contact you to discuss donation benefits and recognition.

PAYMENT INFORMATION:

☐ **Please send me an invoice.** ☐ **I have enclosed a check made payable to the City of Coronado for the selected sponsorship opportunities.**

$ _____ _____ _____
Total Sponsorship Cost **Signature** **Date**

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CITY OF CORONADO
CULTURAL ARTS COMMISSION

VISUAL ARTS DEFINITION:

LOCAL ARTIST: A local artist is anyone who meets one of the following criteria:

1) Lives in Coronado
2) Works a minimum of 20 hours per week in Coronado
3) Owns property in Coronado.

Local Artists are eligible to have a personal profile on the CoronadoArts.com website and are welcome to exhibit in CAC sponsored exhibitions.

ASSOCIATE ARTIST: An associate artist must meet two of the three following requirements:

1) Graduate of Coronado High School
2) Has a body of Coronado-themed work (minimum of 10 images)
3) Lived in Coronado for 7 years or more.

Associate Artists are eligible to have a personal profile on the CoronadoArts.com website and may show in CAC sponsored exhibitions by invitation.

Adopted by the CAC on 04.02.2015

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May 18, 2015

Re: Coronado SDG&E Utility Box Agreement

In commemoration of the City of Coronado's 125th Anniversary, the Coronado Cultural Arts Commission ("CAC") is initiating a public art project to wrap approximately 20 SDG&E utility boxes with a 3-M film printed with digitized artwork. As part of the approval process and per SDG&E's request, this letter shall serve as an agreement between SDG&E and the City of Coronado to proceed with this project.

The City of Coronado has provided SDG&E with a list of proposed boxes, and the list is attached hereto. SDG&E has safety checked and has approved all but one of the boxes for the wrap project. SDG&E has identified box D1670972790 for replacement and has assigned a construction supervisor to work on the replacement project (coordinate outage and allocate resource). Upon replacement SDG&E will notify the City that it is approved for the project.

The City of Coronado will accept any associated cost of the wrap project, including installation, repair of the artwork as needed, reapplication if needed, and removal upon notice from SDG&E that removal is required.

The parties outlined above hereby agree to the terms and conditions as outlined herein.

_____	_____
Blair King City Manager City of Coronado	Mahelet Dejene, P.E. Sr. Engineer SDG&E

DRAFT

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BRIEFING ON PLANS FOR 2015 FOURTH OF JULY CELEBRATION

RECOMMENDATION: Receive the operations plan for the Fourth of July and provide direction to staff as appropriate.

FISCAL IMPACT: The total cost of City services in 2014 was $86,601 in personnel and services support to the annual Fourth of July celebration. Additionally, the City Council approved a grant of $25,000 to the 4th of July Committee for FY 2014-15.

CITY COUNCIL AUTHORITY: This item is informational.

PUBLIC NOTICE: None required.

BACKGROUND: The annual Fourth of July celebration is a major community event that encompasses a 12K/5K run/walk; a rough water swim; parade; art in the park; concert in the park; fireworks; and the recent addition of a Coast Guard rescue demonstration in Glorietta Bay. To address public safety and quality of life concerns, staff works closely with the 4th of July Committee to prepare a detailed action plan.

Following the 2014 Fourth of July celebration, staff and members of the 4th of July Committee held a debriefing session to review the day's activities. A report was provided to the City Council on September 16, 2014, at which time staff noted that a presentation would be provided to the City Council prior to the 2015 event.

Staff from Police, Fire, Public Services, Recreation, Golf, Community Development, and the City Manager's office met with 4th of July Committee members on April 8 and May 20 to discuss all details of the 2015 event. Apart from those meetings, Police, Fire and Public Services staff develop departmental operations plans related to, among other things, staffing; parking restrictions and traffic control; placement of portable toilets; inspection of the fireworks barge; and impact of boats on Glorietta Bay leading up to and during the fireworks show. An additional briefing by Department Directors will be provided to the City Manager immediately prior to this year's event.

ANALYSIS: In 2011, the Police Department created a "safety zone" due to public safety and security concerns by prohibiting vehicles from parking within one block of the parade route, from Second Street to Churchill Place. This zone was established in subsequent years and it is the intention of the Department to create the same "safety zone" for 2015. The streets will be posted and A-frames will be positioned within one block on either side of the parade route along Orange Avenue and at C and D Avenues with the wording "Road Closed – Tow Away Zone 0430-1500." In 2014, the Police Department developed door hangers that were distributed to the residences in the vicinity of the no parking and tow away zones a few days before the Fourth of July. The door hangers were well received and the Police Department received feedback that the door hangers were helpful. The Police Department plans to distribute similar door hangers again for 2015 and inform the public about the no parking/tow away zones through extensive media outreach including a press release that will be posted to the City's website, Facebook and Twitter

pages, with reminder posts and tweets leading up to the holiday. Nixle alerts will also be used to notify the public.

The Police Department will be enforcing parking and traffic violations along SR 75, and particularly, any vehicles that are illegally stopped, standing or parked along the state highway. They will also be monitoring the exit and entranceways of the Silver Strand State Beach and the Coronado Cays to keep those roadways clear. The Police Department will work to ensure that the flow of traffic is maintained throughout the day, and as always, during the fireworks. The Police Department will be speaking at the upcoming Coronado Cays Homeowners Association meeting on Thursday, June 25, regarding the Fourth of July holiday and to receive any input or specific areas of concern from Cays residents.

The Police Department met with staff from Silver Strand State Beach and discussed opening the beach earlier than its standard time, 7 a.m. Silver Strand State Beach has agreed to open around 6 a.m. on July Fourth, which will allow vehicles to enter earlier. The State Beach gates will close at 8 p.m. on Friday, July 3.

The 15K Run-5K Run/Walk has been reduced to a 12K Run-5K Run/Walk by the event organizer for 2015. Prior to 2015, the run was managed by Kathy Loper Events. The Islander Sports Foundation hired a new race management company, Easy Day Sports, to organize and manage the 2015 run. Staff from the Police Department and the City Manager's Office have met with the new event organizer one-on-one and discussed the previously established parameters for the event, including the course setup timing; time by which volunteers are to be at assigned intersections, with a minimum of one adult at each intersection; "no parking" signs to be approved by the Police Department in advance; determination of how many signs are to be displayed and where; and a plan to assure that "right turn only" signs are in place and remain so at Glorietta Boulevard intersections during the entire run. Staff also discussed with the new organizer the issues and concerns from previous years, particularly the issues in 2013 with timing and setup. Easy Day Sports is a local business and the owner hopes that the distance reduction will help to address timing constraints that the Police Department experienced in previous years when maneuvering from the run to the parade staging area, as the run will conclude approximately 30-45 minutes earlier than previous years.

The Police Department will be enforcing the prohibition against any camping or staking out on the Orange Avenue medians overnight on the Fourth of July. They will be closely monitoring the medians and removing any property on the medians through 5 a.m. on July 4, which is when the medians will officially open. The parade will begin at 10 a.m. The Panamanian unit will be the "pre-start" unit, as discussed with the parade organizer in previous years. They will start at 9:30 a.m. and the unit's leaders will be holding a banner identifying their group as pre-parade entertainment; the leaders are also responsible for keeping the unit moving without delays and arriving at the grandstands on time. They are not to be stopped at Third and Fourth Streets to allow cross traffic through.

The Coast Guard demonstration is scheduled to occur during the afternoon, between the parade and the fireworks. Glorietta Bay will be closed at 2:30 p.m.; at 2:45 p.m. one parachutist will drop onto Stingray Point; from 3 to 3:20 p.m., the Coast Guard will conduct a rescue

demonstration display by dropping one rescue swimmer and recovering the swimmer from the water; and Glorietta Bay will reopen by 3:30 p.m. The Coronado Yacht Club will assist in clearing and monitoring the bay.

In 2014, a study recommended by the U.S. Fish and Wildlife Service (USFWS) to monitor the effects of the fireworks on the Least Tern concluded that the fireworks had little to no effect on the Least Tern and as such, it is not necessary to conduct this monitoring for 2015. In 2013, the fireworks display was modified so that the size of the largest fireworks was reduced to 8" from 10" and 12". The fireworks size will remain the same for 2015. Coronado Police will patrol SR 75, as in the past, to ensure no people are trespassing on nesting sites. The Police Department will appropriately distribute their patrol units around both fireworks displays, the City's display at Glorietta Bay and the Big Bay Boom at San Diego Bay, as there is a large amount of viewers for both shows. The Police Department has also confirmed with the California Department of Transportation that the bridge will be reconfigured with three outbound lanes to address traffic and congestion following the fireworks.

As in 2014, the Coast Guard's role relative to permitting the fireworks display is only related to waterside safety and providing the safety zone parameters; therefore, the City of Coronado will issue the permit to the fireworks vendor who has applied on behalf of the 4th of July Committee.

The Coronado Club Room and Boathouse and Boathouse office will be closed on July 4. There will be no boat rentals. The lifeguard tower at that location will be staffed. The Club Room and Boathouse parking lot will be reserved for Recreation staff and security patrolling between City Hall and the Community Center as well as stationed at the Boathouse. The Community Center will be open from 12 to 5 p.m. The restrooms in the north hallway will be accessible to the public from noon to 9 p.m.; and the main lobby will remain open until 9 p.m. The pool will not be open.

The City has purchased one-day Compass bus passes from the Metropolitan Transit System (MTS) for Coronado Cays residents. The one-day passes are good on the 901 route, which hooks up in the Village with the 904 route, currently the Free Summer Shuttle, which will also run on the Fourth of July, but will be diverted off of Orange Avenue and the one block perimeter during the parade and while the related street closures are in effect. The one-day passes can be used for the entire day on the Fourth of July. Cays residents can obtain these passes from the Cays Homeowners Association Office beginning the week of June 22.

Staff has developed a detailed map and Fourth of July Traffic Control Plan, which identifies the parking/no parking areas; traffic control; placement of portable toilets; and parade staging area. The map will be on display in the Council Chambers at the June 16 Council meeting.

As always, numerous City staff will be available throughout the July 4 holiday to respond to any requests or complaints that may need immediate attention.

Submitted by the City Manager's Office/Lang

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
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CONFIRMATION OF REQUEST FOR QUALIFICATIONS PROCESS USED FOR PROFESSIONAL CIVIL ENGINEERING CONSULTANTS AND AUTHORIZATION TO ENTER INTO AN AS-NEEDED CONTRACT WITH ATKINS NORTH AMERICA

RECOMMENDATION: Confirm the Request for Qualifications (RFQ) process utilized by staff and enter into an as-needed consultant contract with Atkins North America which will allow staff to negotiate fees based on the scope of services on individual projects for which they have demonstrated competence and professional qualifications.

FISCAL IMPACT: Fees will be negotiated and agreed upon based on the scope of services prior to work authorization. Fees for civil engineering services on capital projects typically range from 8% to 12% of the construction costs, but vary based on size, scope and complexity of the project.

CITY COUNCIL AUTHORITY: Selection of a professional civil engineering consultant is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right the courts will give greater weight to the City Council in any challenge of the selected design professional.

PUBLIC NOTICE: None required.

BACKGROUND: The Public Services and Engineering Department utilizes civil engineering consulting firms to complete the design of the majority of capital improvement projects. To expedite this process, annual as-needed contracts are signed with qualified engineering firms which allows staff to negotiate individual work orders based on the scope of work required for specific projects. Historically, two as-needed civil engineering consulting firms have been used to provide flexibility and alternatives depending on consultants' experience and availability.

Based on state law and City administrative procedures, professional services are selected on a competitive, qualifications-based process. The Public Services and Engineering Department issued a Request for Qualifications (RFQ) for civil engineering consulting firms in 2012 and ultimately entered into contracts with Harris & Associates, Inc. and Psomas in January 2013. Psomas continues to provide as-needed services for the City of Coronado via contract extensions approved by the City Council each year (most recently in January 2015). The contract with Harris & Associates was allowed to expire in February 2015. As a result, with the Council's authorization, an RFQ was advertised soliciting proposals from firms interested in providing professional consulting services to the City of Coronado.

ANALYSIS: In response to the RFQ issued in February 2015, eleven civil engineering firms submitted qualification packages for review. Three firms were short-listed based on the information submitted and subsequently interviewed. In their interviews, the short-listed firms were asked to present their qualifications and experience, and to respond to several questions developed by the City's selection committee. The selection committee rated each firm for the content of their presentation, their general understanding of the City's needs, and their overall ability to provide the types of services needed by the City. Table 1 provides a summary of the firms that submitted qualification packages, which firms were short-listed, and indicates that Atkins North America is recommended to provide services for upcoming projects for which they have demonstrated their competence and professional qualifications.

Table 1 – Summary of Responses to RFQ for As-Needed Consultant Services		
Submitted Qualifications	**Short-Listed**	**Recommended**
Atkins North America	X	X
BDS Engineering, Inc.		
Berger ABAM		
David Beckwith and Associates, Inc.		
Infrastructure Engineering Corp.		
Nasland Engineering	X	
NV5	X	
Onward Engineering		
RBF / Michael Baker		
Rick Engineering		
William A. Steen & Assoc.		

The procurement process used for the selection of professional civil engineering consultants conforms to requirements of the Municipal Code and state law. Based on the submitted qualification packages and interviews with key members of the short-listed consultant's staff, the selection committee ranked the qualifications of the top three firms in the following order:

1. Atkins North America
2. Nasland Engineering
3. NV5

Based on the results of the qualification process, staff intends to negotiate fees with Atkins North America on the scope of work for upcoming projects for which they have demonstrated their qualifications (this process is currently being used with Psomas under their on-call contract). It is important to note that the City may seek qualifications from other firms to provide professional services at any time. Some of the reasons that additional solicitations may be sought include unique or specialized scope of work; inability to negotiate a fair and reasonable fee; project is of sufficient size or interest that additional solicitation is warranted; etc.

Staff recommends that the qualification process for typical professional engineering services be valid for a period of one year and be re-evaluated to determine if the RFQ process and selection of the most qualified consultants should be undertaken again or if the top qualified consultants have performed to high standards and should be renewed for an additional year.

It should also be noted that in accordance with the City's purchasing ordinance, contracts in excess of $30,000 would be brought to the City Council for review and approval; contracts totaling less than $30,000 would be approved by the City Manager, assuming funds have already been appropriated for the work.

ALTERNATIVES:

1) The Council could direct staff to negotiate fees for upcoming work with an additional firm(s) in addition to Atkins North America and Psomas (under their current contract);
2) The Council could direct staff to continue to utilize only Psomas under their current contract.

Submitted by Public Services & Engineering/Newton

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BK	TR	LS	JNC	MLC	NA	EW	NA	NA	NA	CMM	NA

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ADOPTION OF A RESOLUTION APPROVING THE UPDATED PERSONNEL AUTHORIZATION AND COMPENSATION PLAN FOR FISCAL YEAR 2015-16 AND AUTHORIZING THE EXECUTION OF SUCCESSOR MEMORANDA OF UNDERSTANDING WITH THE CORONADO FIREFIGHTERS' ASSOCIATION AND THE CORONADO POLICE OFFICERS' ASSOCIATION

RECOMMENDATION: Adopt "A Resolution of the City Council of the City of Coronado Adopting its Personnel Authorization and Compensation Plan for Fiscal Year 2015-16 and Authorizing the Execution of Successor Memoranda of Understanding with the Coronado Firefighters' Association and the Coronado Police Officers' Association."

FISCAL IMPACT: The compensation plan includes the provision of a 3% general wage adjustment reflected in the salary schedule for the Self-Represented and Executive employees, employees represented by the Coronado Firefighters' Association (CFA), and the Coronado Police Officers' Association (CPOA) as well as other miscellaneous compensation and classification adjustments previously authorized by the City Council. The cost of the general wage adjustment for these employee groups is approximately $684,000. Of this amount, approximately $654,600 is within the General Fund, which will be paid from the approved contingency. The remaining amount will be distributed to other operating funds. The FY 2015-16 published budget document will be updated to reflect this compensation adjustment.

Approval of the plan document will also authorize the provision of paid sick leave for the City's Temporary Part-time and Seasonal employees as required by the State Healthy Workplace, Healthy Families Act of 2014, which goes into effect on July 1, 2015. The plan authorizes leave accrual up to the amount minimally required by law, which is 1 hour of paid leave for every 30 hours worked up to a maximum of 24 hours per year. In addition to the required provision of sick leave, the proposed plan includes a provision that would cash out unused leave at the time of separation. This provision would eliminate the requirement that the sick leave be carried forward season to the next season, a feature that the Act requires if otherwise not used of cashed out. The proposed cash out provision eliminates this obligation.

In the first year, the fiscal impact to the City for providing this leave time is uncertain but not expected to be material. Another impact will be the administrative burden of tracking and documenting the accrual of the leave, which is not consistent with how other leave times are accrued. The timekeeping system acquired earlier this fiscal year to assist with the timekeeping and record keeping associated with the Affordable Care Act has the capability of tracking this leave but is not yet fully operational.

CITY COUNCIL AUTHORITY: Approving non-negotiated compensation changes and establishing staffing levels are administrative decisions, which do not implicate any fundamental vested right. For administrative decisions not affecting a fundamental vested right a reviewing court will examine the administrative record to determine whether the City Council complied with any required procedures and whether findings, if any are required, are supported by substantial evidence in the record. The City Council has broad discretion to determine the terms

and conditions of employment through the process of meeting and conferring with represented employees groups in good faith as required by law.

PUBLIC NOTICE: None required.

BACKGROUND: The Personnel Authorization and Compensation Plan (PACP) documents the number of authorized positions and classifications, as well as the approved pay ranges, benefits, and terms and conditions of employment for all classifications. Adjustments are presented to the City Council from time to time when any compensation, benefit, or classification adjustments occur.

ANALYSIS: The updated PACP is attached as Exhibit A to the Resolution. Section 1 of the PACP contains a breakdown of the authorized number of positions by employee group and their corresponding authorized pay ranges. Section 3 lists the authorized positions categorized by department.

The general wage adjustment is discussed in Section 9 of the PACP. In addition to the general wage adjustment, there are several other adjustments for various classifications. One Accounting Technician position has been reclassified to Accounting Technician II over Payroll and one Administrative Secretary (Recreation Department) has been reclassified to a Management Assistant position.

The following Self-Represented positions have been identified for market adjustments based upon comparable positions in San Diego County. The compensation scales for Self-Represented employees in the classifications of Accountant, Building Inspection Supervisor, Senior Planner, Beach Lifeguard Captain, and Police Support Services Supervisor were assigned to salary schedules that best match the position to the approximate median of the market.

The salary bands for unclassified Executives are condensed from seven salary bands to four for which there is a minimum and maximum salary. The pay bands include market adjustments based upon comparable executive positions for the Director of Library Services, Police Chief and Assistant City Manager. There is also a new title reflected for the combined Director of Recreation and Golf Services, where before there were two job titles. The total number of Executive staff has decreased from 12 to 11.

The PACP implements a reorganization of staff in the Police and Administrative Services departments that was discussed and approved in the FY 2015-16 Budget. In the Police Department, the command structure will be modified, decreasing the number of Police Commanders from three to two, decreasing the number of Police Sergeants from eight to seven, and adding two Police Lieutenants. The reorganization does not change the total number of authorized positions.

In the Administrative Services Department, the PACP reflects the two new positions approved in the FY 2015-16 budget: one additional Information Technology Network Administrator and one Information Technology Technician, which is a newly created position.

The total number of positions authorized by the PACP is 234.25 (full-time equivalent), which is one position more than the number of authorized positions in FY 2014-15. It should be noted that some of the modifications described above will require review by the Civil Service Commission as it relates to amendments to classification descriptions.

In addition to approving the PACP, the Resolution includes authorization for the City Manager to execute successor labor agreements with the Coronado Firefighters' Association and Coronado Police Officers' Association. The City has reached agreement over wages, hours and working conditions with the groups, the terms of which are documented in the successor Memoranda of Understanding (MOU) and attached as Exhibits B and C to the resolution. The MOU information is repeated in the PACP but in less detail. Both of the agreements are for three-year terms, and the PACP only documents compensation information for FY 2015-16. Negotiated 2% base pay increases for years FY 2015-16 and FY 2017-18 will be incorporated into future PACP documents.

As of this writing, the City has not concluded its negotiations with the American Federation of State, County, and Municipal Employees, Local 127 (AFSCME) related to compensation and benefits for represented employees. Additionally, health benefits for all employee groups for calendar year 2016 have not been determined because health insurance premiums are unknown at this time. Staff will return at a subsequent meeting to seek additional authority for the cafeteria plan benefit program once insurance premium information becomes available. As the contract negotiations are concluded or any time there is any modification to staffing levels, compensation, or benefits, an amendment to the PACP will be brought to the City Council for approval as well as authority to execute negotiated pay and benefits for the AFSCME represented employees.

Submitted by: Administrative Services/Suelter, Director and Reeve, HR Manager
Attached: Adopting Resolution and Exhibits

I:/STFRPRT:final personnelauthorization&compensationplan update 06-16-15

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	LS	JNC	MLC	NA	NA	MB	NA	JF	NA	NA

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RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO ADOPTING ITS PERSONNEL AUTHORIZATION AND COMPENSATION PLAN FOR FISCAL YEAR 2015-16 AND AUTHORIZING THE EXECUTION OF SUCCESSOR MEMORANDA OF UNDERSTANDING WITH THE CORONADO FIREFIGHTERS' ASSOCIATION AND THE CORONADO POLICE OFFICERS'ASSOCIATION

WHEREAS, the City Council is desirous of fixing the salary schedule, together with authorizing positions and adjustments to Personnel Classifications authorized in City Departments; and

WHEREAS, the City has reached agreement with the Coronado Firefighters' Association and the Coronado Police Officers' Association over wages, hours and working conditions for a three-year term beginning July 2015 and ending June 2018.

NOW THEREFORE, **BE IT RESOLVED** that the authorized number of positions, compensation plan, and salary schedules assigned to establish classifications for the Fiscal Year 2015-16 are attached herewith in the City of Coronado Personnel Authorization and Compensation Plan, FY 2015-16, as Exhibit A.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute successor Memoranda of Understanding with the Coronado Firefighters' Association and Coronado Police Officers' Association as contained herewith as Exhibits B and C, respectively.

PASSED AND ADOPTED by the City Council of the City of Coronado, California, this 16th day of June 2015 by the following vote, to wit:

AYES:
NAYS:
ABSTAIN:
ABSENT:

_____
Casey Tanaka, Mayor
City of Coronado

Attest:

_____
Mary L. Clifford
City Clerk

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Exhibit A

Personnel Authorization and Compensation Plan

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CITY OF CORONADO

Personnel Authorization and Compensation Plan

Fiscal Year 2015-2016

July 1, 2015

Presented for Adoption June 16, 2015

PERSONNEL AUTHORIZATION AND COMPENSATION PLAN
FISCAL YEAR 2015-2016

Table of Contents

Section	Description	Page
1	Classified Regular Positions	1
2	Unclassified Positions	4
3	Authorized Regular Full-Time &Part-Time Positions Categorized by Function and Department	5
4	Executive and Exempt Classifications	9
5	Classification Represented by Employee Associations	9
6	Self-Represented Classifications	10
7	Part-Time Temporary Classifications (Non-Benefited)	11
8	Exceeding Authorized Number of Positions for a Classification	11
9	Salaries	11
10	Retirement	11
11	Leave	12
12	Health/Cafeteria Benefit Plan	15
13	Tuition Reimbursement	16
14	Holidays	17
15	Overtime	18
16	Use and Accrual of Compensatory Time	20
17	Stand-by and Emergency Stand-by Duty	20
18	Applicator's Differential	20
19	Acting Golf Leadworker	21
20	Back Flow Certification	21
21	Wastewater/Storm Water Certification Pay	21
22	Mechanic Certification Pay	21
23	Arborist Certification	22
24	Lead Lifeguard Assignment	22
25	Paramedic Assignment Pay for Engineers and Captains	22
26	Paramedic Recertification	22
27	Coronado Police Officer Association Premiums	23
28	Special Project Premium Pay	23
29	Out-of-Class Assignments	23
30	Uniform, Clothing and Safety Equipment	24
31	City Paid Life Insurance	25
32	City Paid Short-Term Disability Insurance	26
33	City Paid Long-Term Disability Insurance	26
34	Educational Incentives	26
35	Pay Rates for Temporary Employees	27
36	Rounding of Salaries	27
37	"Z" Rated Salaries	27
38	Vehicle Allowance	28
39	Conflict with Civil Services Rules and Memoranda of Understanding	28

PERSONNEL AUTHORIZATION AND COMPENSATION PLAN FISCAL YEAR 2015-2016

Section 1. Classified Regular Positions

A. Regular Full-Time Positions (Bi-Weekly Salary)

A1. AFSCME

No.	Job Class	Range	Description	A	B	C	D	E	F	G
1.00	A490	01	Electrician	2,061.06	2,164.11	2,272.32	2,385.93	2,505.23	2,630.49	2,762.02
1.00	A575	03	Heavy Equipment Operator	1,826.14	1,917.45	2,013.32	2,113.99	2,219.69	2,330.67	2,447.21
4.00	A600	04	Lead Maintenance Worker	1,826.14	1,917.45	2,013.32	2,113.99	2,219.69	2,330.67	2,447.21
1.00	A610	05	Lead Pump Mechanic	2,061.06	2,164.11	2,272.32	2,385.93	2,505.23	2,630.49	2,762.02
–	A700	06	Maintenance Worker I	1,360.96	1,429.00	1,500.45	1,575.48	1,654.25	1,736.96	1,823.81
25.00	A705	07	Maintenance Worker II	1,507.68	1,583.07	1,662.22	1,745.33	1,832.60	1,924.23	2,020.44
6.00	A710	08	Maintenance Worker III	1,656.78	1,739.62	1,826.60	1,917.93	2,013.83	2,114.52	2,220.24
1.00	A730	09	Master Mechanic	2,331.20	2,447.76	2,570.15	2,698.66	2,833.59	2,975.27	3,124.03
0.00	A735	10	Mechanic I	1,749.18	1,836.64	1,928.47	2,024.89	2,126.14	2,232.44	2,344.07
2.00	A740	11	Mechanic II	1,942.48	2,039.60	2,141.58	2,248.66	2,361.10	2,479.15	2,603.11
1.00	A750	12	Motor Sweeper Operator	1,718.76	1,804.70	1,894.93	1,989.68	2,089.16	2,193.62	2,303.30
1.00	A969	13	Special Equipment Mechanic I	1,573.34	1,652.01	1,734.61	1,821.34	1,912.40	2,008.02	2,108.43
1.00	A990	16	Tree Trimmer	1,656.78	1,739.62	1,826.60	1,917.93	2,013.83	2,114.52	2,220.24
46.00										

A2. FIREFIGHTERS' ASSOCIATION

No.	Job Class	Range	Description	A	B	C	D	E	F	G
6.00	F550	01	Fire Captain	2,914.42	3,060.14	3,213.15	3,373.80	3,542.49	3,719.62	3,905.60
6.00	F560	02	Fire Engineer	2,484.09	2,608.30	2,738.71	2,875.65	3,019.43	3,170.40	3,328.92
1.00	F565	03	Firefighter	2,166.96	2,275.31	2,389.07	2,508.53	2,633.95	2,765.65	2,903.93
14.00	F572	11	Firefighter/Paramedic	2,459.50	2,582.47	2,711.60	2,847.18	2,989.54	3,139.01	3,295.97
27.00										

A3. POLICE OFFICERS' ASSOCIATION

No.	Job Class	Range	Description	A	B	C	D	E	F	G
-	P150	08	Animal Services Officer	1,666.62	1,749.95	1,837.45	1,929.32	2,025.79	2,127.08	-
1.00	P505	01	Evidence and Property Technician	2,075.36	2,179.13	2,288.09	2,402.49	2,522.62	2,648.75	-
6.00	P807	12	Police Corporal	2,631.77	2,763.36	2,901.53	3,046.61	3,198.94	3,358.88	3,526.83
6.00	P810	02	Police Dispatch/Records Assistant	1,933.75	2,030.44	2,131.96	2,238.56	2,350.49	2,468.01	2,591.41
2.00	P815	03	Police Dispatcher	1,933.75	2,030.44	2,131.96	2,238.56	2,350.49	2,468.01	2,591.41
26.00	P825	04	Police Officer	2,448.16	2,570.57	2,699.10	2,834.05	2,975.76	3,124.54	3,280.77
0.00	P824	11	Police Officer Recruit	2,085.15	2,189.41	2,298.88	2,413.83	2,534.52	-	-
7.00	P830	05	Police Sergeant	3,042.75	3,194.89	3,354.63	3,522.36	3,698.48	3,883.40	4,077.57
–	P835	06	Police Services Officer I	1,475.66	1,549.44	1,626.91	1,708.26	1,793.67	1,883.36	-
4.00	P840	07	Police Services Officer II	1,666.62	1,749.95	1,837.45	1,929.32	2,025.79	2,127.08	-
52.00										

A4. SELF-REPRESENTED BENEFITED

No.	Job Class	Range	Description	A	B	C	D	E	F	G
2.00	S100	01	Accountant	2,558.30	2,686.22	2,820.53	2,961.56	3,109.64	3,265.12	-
3.00	S105	02	Accounting Technician I	1,638.08	1,719.98	1,805.98	1,896.28	1,991.10	2,090.65	-
1.00	S106	16	Accounting Technician II (Payroll)	1,794.88	1,884.62	1,978.85	2,077.80	2,181.69	2,290.77	-
1.00	S250	09	Active Transportation Planner	2,407.67	2,528.05	2,654.45	2,787.18	2,926.53	3,072.86	3,226.50
6.00	S135	04	Administrative Secretary	1,745.38	1,832.65	1,924.28	2,020.50	2,121.52	2,227.60	-
1.00	S170	05	Aquatics Supervisor	2,321.91	2,438.01	2,559.91	2,687.90	2,822.30	2,963.41	3,111.58
2.00	S210	06	Assistant Engineer	2,464.86	2,588.10	2,717.50	2,853.38	2,996.05	3,145.85	3,303.14
1.00	S220	07	Assistant Planner	2,184.33	2,293.55	2,408.22	2,528.64	2,655.07	2,787.82	2,927.21
1.00	S240	08	Associate Engineer	2,848.56	2,990.99	3,140.54	3,297.56	3,462.44	3,635.56	3,817.34
2.00	S250	09	Associate Planner	2,407.67	2,528.05	2,654.45	2,787.18	2,926.53	3,072.86	3,226.50
4.00	S300	47	Beach Lifeguard	1,254.05	1,316.75	1,382.59	1,451.72	1,524.30	1,600.52	-
1.00	S305	43	Beach Lifeguard Captain	3,060.14	3,213.15	3,373.80	3,542.49	3,719.62	3,905.60	-
2.00	S315	11	Beach Lifeguard Sergeant	1,923.97	2,020.17	2,121.18	2,227.23	2,338.60	2,455.53	2,578.30
1.00	S335	48	Building Inspection Supervisor	3,135.01	3,291.76	3,456.35	3,629.17	3,810.63	4,001.16	4,201.22
1.00	S330	12	Building Inspector	2,254.75	2,367.49	2,485.86	2,610.15	2,740.66	2,877.69	-
-	S350	13	Capital Projects Coordinator	2,984.72	3,133.95	3,290.65	3,455.18	3,627.94	3,809.34	3,999.80
1.00	S355	14	Capital Projects Manager	3,712.43	3,898.06	4,092.96	4,297.61	4,512.49	4,738.11	4,975.02
1.00	S360	49	Community Development Technician	1,691.04	1,775.59	1,864.37	1,957.59	2,055.47	2,158.25	-
1.00	S530	15	Finance Manager	3,510.81	3,686.35	3,870.67	4,064.21	4,267.42	4,480.79	4,704.83
3.00	S545	19	Fire Battalion Chief	3,636.68	3,818.52	4,009.44	4,209.92	4,420.41	4,641.43	4,873.50
1.00	S570	17	Golf Maintenance Supervisor	2,985.73	3,135.01	3,291.76	3,456.35	3,629.17	3,810.63	4,001.16
1.00	S580	18	Human Resources Manager	3,509.95	3,685.45	3,869.72	4,063.21	4,266.37	4,479.69	4,703.67
1.00	S585	19	Human Resources Technician	1,794.88	1,884.62	1,978.85	2,077.80	2,181.69	2,290.77	-
1.00	S590	20	Information Technology Manager	3,464.83	3,638.07	3,819.98	4,010.97	4,211.52	4,422.10	4,643.20
3.00	S591	45	Information Technology Network Admin.	2,464.86	2,588.10	2,717.50	2,853.38	2,996.05	3,145.85	3,400.65
1.00	S592	28	Information Technology Technician	1,794.88	1,884.62	1,978.85	2,077.80	2,181.69	2,290.77	-
1.00	S635	21	Librarian II	2,122.08	2,228.19	2,339.60	2,456.58	2,579.41	2,708.38	-
1.00	S645	22	Library Assistant II	1,580.74	1,659.78	1,742.77	1,829.91	1,921.40	2,017.47	-
1.00	S650	46	Library Assistant III	1,817.85	1,908.75	2,004.18	2,104.39	2,209.61	2,320.09	-
2.00	S690	23	Library Technician	2,042.45	2,144.57	2,251.80	2,364.39	2,482.61	2,606.74	2,737.07
2.00	S720	24	Management Analyst	2,436.48	2,558.30	2,686.22	2,820.53	2,961.56	3,109.64	3,265.12
4.00	S120	03	Management Assistant	2,070.82	2,174.36	2,283.08	2,397.23	2,517.10	2,642.95	2,775.10
–	S770	25	Office Assistant I	1,193.43	1,253.10	1,315.75	1,381.54	1,450.62	1,523.15	-
–	S775	26	Office Assistant II	1,326.09	1,392.40	1,462.02	1,535.12	1,611.87	1,692.47	-
9.00	S780	27	Office Specialist	1,462.13	1,535.24	1,612.00	1,692.60	1,777.23	1,866.09	-
1.00	S805	29	Police Com. Relations Coord.	1,841.68	1,933.77	2,030.45	2,131.98	2,238.58	2,350.50	2,468.03
2.00	S801	44	Police Commander (Captain)	4,003.27	4,203.43	4,413.60	4,634.28	4,866.00	5,109.29	5,364.76
2.00	S802	30	Police Lieutenant	3,636.68	3,818.52	4,009.44	4,209.92	4,420.41	4,641.43	4,873.50
1.00	S845	33	Police Support Services Supervisor	2,672.58	2,806.21	2,946.52	3,093.85	3,248.54	3,410.96	3,581.51
1.00	S865	32	Principal Engineer	3,766.50	3,954.82	4,152.56	4,360.19	4,578.20	4,807.11	5,047.47
1.00	S870	33	Principal Librarian	2,672.58	2,806.21	2,946.52	3,093.85	3,248.54	3,410.96	3,581.51
3.00	S875	34	Public Services Supervisor	3,135.01	3,291.76	3,456.35	3,629.17	3,810.63	4,001.16	4,201.22
1.00	S880	35	Public Services Technician	1,739.27	1,826.23	1,917.54	2,013.42	2,114.09	2,219.79	-
2.00	S915	36	Recreation Programs Supervisor	2,321.91	2,438.01	2,559.91	2,687.90	2,822.30	2,963.41	3,111.58
1.00	S940	37	Secretary to the City Manager	1,929.44	2,025.91	2,127.20	2,233.56	2,345.24	2,462.51	-
2.00	S955	40	Senior Librarian	2,324.05	2,440.26	2,562.27	2,690.38	2,824.90	2,966.15	3,114.45
3.00	S960	41	Senior Management Analyst	2,923.67	3,069.85	3,223.35	3,384.51	3,553.74	3,731.43	3,918.00
1.00	S965	42	Senior Planner	2,923.67	3,069.85	3,223.35	3,384.51	3,553.74	3,731.43	3,918.00
84.00										
209.00			Total Regular Full-Time Classified Positions							

B. SELF-REPRESENTED BENEFITED PART-TIME POSITIONS (Hourly Rate)

No.	Job Class	Range	Description	A	B	C	D	E	F
0.75	R105	02	Accounting Technician	20.48	21.50	22.57	23.70	24.89	26.13
-	R135	04	Administrative Secretary	20.39	21.41	22.48	23.60	24.78	26.02
2.25	R160	01	Aquatics Coordinator	19.70	20.68	21.71	22.80	23.94	25.14
2.25	R635	21	Librarian II	26.53	27.85	29.24	30.71	32.24	33.85
1.50	R645	22	Library Assistant II	19.76	20.75	21.78	22.87	24.02	25.22
1.25	R775	26	Office Assistant II	16.58	17.40	18.28	19.19	20.15	21.16
1.75	R780	27	Office Specialist	18.28	19.19	20.15	21.16	22.22	23.33
4.50	R905	03	Recreation Coordinator	19.70	20.68	21.71	22.80	23.94	25.14
14.25									
14.25			Total Benefited Part-Time Classified Positions						

C. TEMPORARY PART-TIME AND SEASONAL CLASSIFICATIONS (Hourly Rate)

No.	Job Class	Range	Description	A	B	C	D	E	F
	T130	01	Administrative Intern	13.62	14.30	15.02	15.77	16.56	17.38
	T165	02	Aquatics Instructor	14.22	14.93	15.68	16.46	17.28	18.15
	T300	03	Beach Lifeguard	15.22	15.98	16.78	17.62	18.50	19.42
	T630	05	Librarian I	22.31	23.43	24.60	25.83	27.12	28.48
	T640	06	Library Assistant I	15.85	16.65	17.48	18.35	19.27	20.23
	T665	07	Library Monitor	14.22	14.93	15.68	16.46	17.28	18.15
	T675	08	Library Page	10.95	11.50	12.08	12.68	13.31	13.98
	T695	09	Lifeguard Assistant (Beach)	9.74	10.23	10.74	11.28	11.84	12.43
	T850	10	Pool Lifeguard	11.78	12.36	12.98	13.63	14.31	15.03
	T900	11	Recreation Assistant	9.74	10.23	10.74	11.28	11.84	12.43
	T910	12	Recreation Leader	14.12	14.83	15.57	16.35	17.17	18.02
	T925	13	Recreation Specialist	15.54	16.31	17.13	17.99	18.89	19.83
	T930	24	Seasonal Assistant I	9.00	10.00				
	T935	14	Seasonal Assistant II	9.74	10.23	10.74	11.28	11.84	12.43

D. Z-Rated Positions

D1. BENEFITED POSITIONS (Bi-Weekly Salary)

Job Class	Range	Description	A	B	C	D	E	F	G
W940	13	Administrative Secretary	1,929.44	2,025.91	2,127.20	2,233.56	2,345.24	2,462.51	-
W250	04	Associate Planner	2,615.03	2,745.78	2,883.07	3,027.23	3,178.59	3,337.52	3,504.39
W720	06	Management Analyst	2,526.06	2,652.36	2,784.98	2,924.23	3,070.44	3,223.96	3,385.16
W740	07	Mechanic II	1,949.10	2,046.56	2,148.89	2,256.33	2,369.15	2,487.60	2,611.98
W955	11	Senior Librarian	2,345.15	2,462.41	2,585.53	2,714.81	2,850.55	2,993.07	3,142.73

D2. TEMPORARY PART-TIME AND SEASONAL CLASSIFICATIONS (Hourly Rate)

U300	03	Beach Lifeguard	15.73	16.51	17.34	18.20	19.11	20.07	-

Section 2. Unclassified Positions

A. EXECUTIVE POSITIONS (Monthly Rate)

No.	Job Class	Description	Min	Max	Band
1.00	E385	City Manager	Negotiated w/ City Council		
1.00	E375	City Clerk	6,600	9,300	1
0.00	E440	Director of Engineering/Project Development	9,100	12,500	2
0.00	E450	Director of Golf Course Operations	9,100	12,500	2
1.00	E455	Director of Library Services	9,100	12,500	2
0.00	E470	Director of Recreation	9,100	12,500	2
1.00	E425	Director of Administrative Services	11,900	14,200	3
1.00	E475	Director of Comm Devlp, Redevelopment/Housing Srvcs	11,900	14,200	3
1.00	E470	Director of Recreation & Golf	11,900	14,200	3
1.00	E200	Assistant City Manager	13,200	15,700	4
1.00	E445	Director of Fire Services	13,200	15,700	4
1.00	E460	Director of Police Services	13,200	15,700	4
1.00	E465	Director of Public Services	13,200	15,700	4

B. Y-RATED POSITIONS (Monthly)

1.00	Director of Engineering/Project Development	11,600	13,800
11.00	Total Unclassified Positions		
234.25	Total Regular Full-Time Classified, Regular Part-Time Classified and Unclassified Positions (full time equivalent)		

C. ELECTED POSITIONS (Monthly)

Council Member	435
Mayor	435
Mayor Expense Allowance	175
City Council Expense Allowance	75

Section 3. Authorized regular full-time and part-time positions categorized by function and department:

Function	Authorized Full-Time		Regular Part-Time	
Department	Unclassified	Classified	Unclassified	Classified
Position Title	Section 2	Section 1	Section 2	Section 1
General Government				
City Clerk				
City Clerk	1			
Administrative Secretary		0.75		
Total	1	0.75	0	0
City Manager				
City Manager	1			
Assistant City Manager	1			
Senior Management Analyst		2		
Secretary to the City Manager		1		
Administrative Secretary		0.25		
Total	2	3.25	0	0
Director of Administrative Services	1			
Accountant		2		
Accounting Technician I		1		
Accounting Technician II (payroll)		1		
Administrative Secretary		1		
Finance Manager		1		
Human Resources Manager		1		
Human Resources Technician		1		
Information Technology Manager		1		
Information Technology Network Administrator		3		
Information Technology Technician		1		
Management Analyst		1		
Office Specialist		1		
Total	1	15	0	0
Planning & Building Services				
Community Development, Redevelopment & Housing Services				
Director of Community Development, Redevelopment & Housing Services	1			
Administrative Secretary		1		
Assistant Planner		1		
Associate Planner		2		
Building Inspection Supervisor		1		
Building Inspector		1		
Community Development Technician		1		
Office Specialist		1		
Senior Management Analyst		0.6		
Senior Planner		1		
Total	1	9.6	0	0

Section 3. Authorized regular full-time and part-time positions categorized by function and department:

Function	Authorized Full-Time		Regular Part-Time	
Department	Unclassified	Classified	Unclassified	Classified
Position Title	Section 2	Section 1	Section 2	Section 1
Public Safety				
Fire & Beach Lifeguard Services				
Director of Fire Services	1			
Beach Lifeguard Captain		1		
Beach Lifeguard Sergeant		2		
Beach Lifeguard		4		
Fire Captain		6		
Fire Battalion Chief		3		
Fire Engineer		6		
Firefighter		2		
Firefighter/Paramedic		13		
Management Assistant		1		
Office Specialist		1		0.5
Total	1	39	0	0.5
Police Services				
Director of Police Services	1			
Administrative Secretary		1		
Evidence & Property Technician		1		
Management Assistant		1		
Office Specialist		3		0.75
Police Commander (Captain)		2		
Police Community Relations Coordinator		1		
Police Corporal		6		
Police Dispatcher		2		
Police Dispatch/Records Assistant		6		
Police Lieutenant		2		
Police Officer		26		
Police Officer Recruit		0		
Police Sergeant		7		
Police Services Officer I		0		
Police Services Officer II		4		
Police Support Services Supervisor		1		
Total	1	63	0	0.75

Section 3. Authorized regular full-time and part-time positions categorized by function and department:

Function	Authorized Full-Time		Regular Part-Time	
Department	Unclassified	Classified	Unclassified	Classified
Position Title	Section 2	Section 1	Section 2	Section 1
Culture & Leisure				
Library Services				
Director of Library Services	1			
Accounting Technician				0.75
Administrative Secretary		1		
Librarian II		1		2.25
Library Assistant II		1		1.5
Library Assistant III		1		
Library Technician		2		
Principal Librarian		1		
Senior Librarian		2		
Total	1	9	0	4.50
Recreation				
Director of Recreation & Golf	0.5			
Aquatics Coordinator				2.25
Aquatics Supervisor		1		
Management Assistant		1		
Office Assistant II				1.25
Office Specialist		2		
Recreation Coordinator				4.5
Recreation Services Supervisor		2		
Maintenance Worker I/II		1		
Total	0.5	7	0	8.00
Golf Course Operations				
Director of Recreation & Golf	0.5			
Golf Course Maintenance Supervisor		1		
Lead Maintenance Worker		1		
Maintenance Worker I		0		
Maintenance Worker II		8		
Maintenance Worker III		2		
Office Specialist				0.5
Special Equipment Mechanic II		1		
Total	0.5	13	0	0.5

Section 3. Authorized regular full-time and part-time positions categorized by function and department:

Function	Authorized Full-Time		Regular Part-Time	
Department	Unclassified	Classified	Unclassified	Classified
Position Title	Section 2	Section 1	Section 2	Section 1
Construction & Maintenance				
Public Services				
Director of Public Services	1			
Accounting Technician		1		
Electrician		1		
Heavy Equipment Operator		1		
Lead Maintenance Worker		3		
Lead Pump Mechanic		1		
Management Analyst		1		
Management Assistant		1		
Maintenance Worker II		16		
Maintenance Worker III		4		
Master Mechanic		1		
Mechanic I		0		
Mechanic II		2		
Motor Sweeper Operator		1		
Office Specialist		1		
Public Services Supervisor		3		
Public Services Technician		1		
Special Equipment Mechanic I		1		
Special Equipment Mechanic II		1		
Tree Trimmer		1		
Total	1	41	0	0
Engineering Services				
Director of Engineering and Project Development	1			
Accounting Technician		1		
Administrative Secretary		1		
Assistant Engineer		2		
Associate Engineer		1		
Associate Planner (Transportation)		1		
Capital Projects Manager		1		
Principal Engineer		1		
Senior Management Analyst		0.4		
Total	1	8.4	0	0
Total Full & Permanent Part Time Positions	**11**	**209**	**0**	**14.25**

Grand Total - Full-time Equivalent Authorized Positions **234.25**

Section 4. EXECUTIVE AND EXEMPT CLASSIFICATIONS

A. Unclassified/EXECUTIVE Classifications

The following classifications are Unclassified/EXECUTIVE (FLSA Exempt):

Assistant City Manager
City Clerk
City Manager
All Department Directors

B. Classified/EXEMPT Classifications

The following classifications are Classified/FLSA Exempt:

Accountant
Aquatics Supervisor
Associate Engineer
Associate Planner
Associate Planner (Transportation)
Beach Lifeguard Captain
Building Inspection Supervisor
Capital Projects Manager
Finance Manager
Fire Battalion Chief
Golf Course Maintenance Supervisor
Human Resources Manager
Information Technology Manager
Information Technology Network Administrator
Management Analyst
Police Commander (Captain)
Police Community Relations Coordinator
Police Lieutenant
Police Support Services Supervisor
Principal Engineer
Principal Librarian
Public Services Supervisor
Recreation Services Supervisor
Senior Librarian
Senior Management Analyst
Senior Planner

Section 5. CLASSIFICATIONS REPRESENTED BY EMPLOYEE ASSOCIATIONS (listed by Association)

A. The following classifications are represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 (AFSCME):

Electrician
Engineering Technician II
Heavy Equipment Operator
Lead Maintenance Worker
Lead Pump Mechanic
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Master Mechanic
Mechanic I
Mechanic II
Motor Sweeper Operator
Special Equipment Mechanic I
Special Equipment Mechanic II
Tree Trimmer

B. The following classifications are represented by the CORONADO FIREFIGHTERS' ASSOCIATION (CFA):

Firefighter
Fire Captain
Firefighter/Paramedic
Fire Engineer

C. The following classifications are represented by the CORONADO POLICE OFFICERS' ASSOCIATION (CPOA):

~~Animal Services Officer~~
Evidence & Property Technician
Police Corporal
Police Dispatcher
Police Dispatch/Records Assistant
Police Officer
Police Officer Recruit
Police Sergeant
Police Services Officer I/II

Section 6. SELF-REPRESENTED CLASSIFICATIONS

SELF-REPRESENTED classifications are those regular full time and regular part-time positions (defined as employees who work a fixed schedule greater than twenty (20) hours but fewer than forty (40) hours per week and identified in the Annual Budget as regular part-time), which are not classified as Executive and are not represented by an Association.

The following classifications are SELF-REPRESENTED:

Accountant
Accounting Technician I
Accounting Technician II (payroll)
Administrative Secretary
Aquatics Coordinator
Aquatics Supervisor
Assistant Engineer
Assistant Planner
Associate Engineer
Associate Planner
Associate Planner (Transportation)
Beach Lifeguard Captain
Beach Lifeguard Sergeant
Beach Lifeguard
Building Inspection Supervisor
Building Inspector
Capital Projects Manager
Community Development Technician
Finance Manager
Fire Battalion Chief
Golf Course Maintenance Supervisor
Human Resources Manager
Human Resources Technician
Information Technology Manager
Information Technology Network Administrator
Information Technology Technician
Librarian II
Library Assistant II
Library Assistant III
Library Technician
Management Analyst
Management Assistant
Office Assistant I
Office Assistant II
Office Specialist
Police Commander (Captain)
Police Community Relations Coordinator
Police Lieutenant
Police Support Services Supervisor
Principal Engineer
Principal Librarian
Public Services Supervisor
Public Services Technician
Recreation Coordinator
Recreation Services Supervisor
Secretary to the City Manager
Senior Librarian
Senior Management Analyst
Senior Planner

Section 7. TEMPORARY PART-TIME AND SEASONAL CLASSIFICATIONS (Non-Benefited)

A. TEMPORARY PART-TIME AND SEASONAL positions do not work regularly scheduled hours. These positions are non-regular, do not accrue benefits, and are exempt from provisions of the Civil Service Rules per Civil Service Rule II: Classification of Positions, Section 4, Page 4.

B. The following classifications and/or any other classifications listed in Section 3A, Section 4 A, B, and C, and Section 5A may be utilized when hiring TEMPORARY PART-TIME positions:

Administrative Intern	Library Page
Aquatics Instructor	Lifeguard Assistant (Beach)
Beach Lifeguard	Pool Lifeguard
~~Kennel Assistant~~	Recreation Assistant
Librarian I	Recreation Leader
Library Assistant I	Recreation Specialist
Library Assistant II	Seasonal Assistant II
Library Monitor	

Section 8. EXCEEDING AUTHORIZED NUMBER OF POSITIONS FOR A CLASSIFICATION

Departments shall be allowed to exceed the authorized number of positions in a classification for up to two (2) weeks to enable an employee who is vacating a position to participate in the training of his/her replacement. Longer periods of overlap may be approved by the City Council.

Section 9. SALARIES

A. All employees, except City Manager and Unclassified Executive employees shall receive salaries as shown in Section 1.

B. The salaries for all Unclassified Executive Employees are set by the City Manager within the salary bands as shown in Section 2A.

C. The City Manager's salary is set by the City Council.

Section 10. RETIREMENT

A. BENEFIT FORMULAS

1. The City shall provide retirement benefits through the California Public Employee Retirement System (CalPERS) to all classified regular full-time and part-time and all unclassified EXECUTIVE employees.

2. For all public safety employees (sworn police and fire positions) hired prior to January 1, 2013, and for all public safety employees that meet the

definition of a "classic" member as determined by CalPERS, the City will provide the "3% at 50" benefit formula.

In compliance with the Public Employee Pension Reform Act of 2012, the City will provide to all safety (sworn) employees hired after January 1, 2013, who do not meet the CalPERS definition of a "classic" member the "2.7% at age 57" retirement benefit. For all non-safety (non-sworn) employees hired after January 1, 2013, who do not meet the CalPERS definition of a "classic" member, the City will provide the "2% at age 62" retirement benefit.

3. For all miscellaneous, non-safety employees hired prior to January 1, 2013, and for all public safety employees that meet the definition of a "classic" member as determined by CalPERS, the City will provide the "3% at 60" benefit formula.

   In compliance with the Public Employee Pension Reform Act of 2012, the City will provide to all miscellaneous non-safety employees hired after January 1, 2013, who do not meet the CalPERS definition of a "classic" member the "2% at age 62" retirement benefit.

B. EMPLOYEE MEMBER CONTRIBUTION

All City employees shall be responsible for paying their respective required CalPERS member contribution. For "classic" members the contribution amount is 8% (miscellaneous non-safety) and 9% (safety). For employees who are not classified as "classic" members, the CalPERS member contribution will be determined annually based upon the CalPERS actuarial.

C. EMPLOYER CONTRIBUTION (ALL CATEGORIES)

The City will pay the actuarially determined CalPERS employer contribution for all regular positions.

Section 11. LEAVE

A. ADMINISTRATIVE LEAVE

1. Administrative Leave is in lieu of overtime and compensatory time as authorized by the City Manager.

2. Unclassified EXECUTIVE positions and those classified as FLSA/EXEMPT POLICE COMMANDER shall receive eighty (80) hours of Administrative Leave.

3. Those positions classified FLSA/EXEMPT, excluding FIRE BATTALION CHIEFS, shall receive sixty (60) hours of Administrative Leave.

4. Administrative Leave is accrued on July l and is to be used in the fiscal year in which it is earned in accordance with Civil Service Rule VI, Holidays and Leaves, Section 17. It has no cash value. Unused Administrative Leave shall expire on June 30.

5. Eligible employees hired after July 1 of a fiscal year will receive a pro-rated credit.

B. ANNUAL LEAVE (in lieu of sick leave and vacation)

1. All SELF-REPRESENTED employees, all employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION, and all employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127, shall accrue annual leave on a biweekly basis as follows:

YEARS	HOURS PER YEAR
0 – 5	144
6 – 10	192
11 – 19	216
20+	232

Maximum accumulation is 480 hours.

Employees working a 56-hour work week shall earn annual leave based upon the hours per year shown above but converted by a multiplier of 1.4.

2. Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 may convert up to forty (40) hours of annual leave to cash each fiscal year.

3. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION may convert up to forty (40) hours of annual leave to cash each fiscal year. After five (5) years of employment, employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION may convert up to eighty (80) hours to cash each fiscal year.

4. SELF-REPRESENTED NON-EXEMPT EMPLOYEES may convert up to forty (40) hours of annual leave to cash each fiscal year. After five (5) years of employment, SELF-REPRESENTED NON-EXEMPT EMPLOYEES

may convert up to eighty (80) hours to cash each fiscal year. After ten (10) years of employment, SELF-REPRESENTED NON-EXEMPT EMPLOYEES may convert up to one-hundred and twenty (120) hours of annual leave to cash each fiscal year.

5. SELF-REPRESENTED EXEMPT and unclassified EXECUTIVE employees may convert up to eighty (80) hours of annual leave to cash each fiscal year. After ten (10) years of employment, SELF-REPRESENTED EXEMPT and unclassified EXECUTIVE employees may convert up to one-hundred and twenty (120) hours of annual leave to cash each fiscal year.

6. Unclassified EXECUTIVES shall accrue annual leave on a biweekly basis as follows:

YEARS	HOURS PER YEAR
0 – 5	184
6+	224

Maximum accumulation is 480 hours.

C. VACATION

1. Employees represented by the CORONADO FIREFIGHTERS' ASSOCIATION accrue vacation leave on a biweekly basis as follows:

YEARS	HOURS PER YEAR
Upon completion of first year	138 hours
1 – 5	138
6 – 15	192
16+	216

Maximum accumulation shall be 450 hours (18.75 shifts). Each employee may convert up to 4 shifts of vacation to cash each year.

D. SICK LEAVE

1. Employees represented by the CORONADO FIREFIGHTERS' ASSOCIATION accrue, on a biweekly basis, 134.04 hours of sick leave per year. Maximum accumulation is 1,512 hours.

2. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION and the CORONADO FIREFIGHTERS'ASSOCIATION may elect to convert three (3) days of sick leave for one (1) day of vacation for

that portion of his/her sick leave balance that is in excess of 75% of the maximum allowed accrual. When the employee elects this conversion, one (1) day of vacation is added to the employee's accrual and three (3) days of sick leave are subtracted from the employee's accrual.

~~2.~~3. Temporary Part-Time and Seasonal Employees employed on or after July 1, 2015 and who work for 30 or more days within a year, and who do not accrue other paid leaves, will accrue paid sick leave in compliance with the Healthy Workplace, Healthy Families Act of 2014. Leave will accrue at a rate of one hour for every 30 hours worked beginning on the first day of employment or July 1, 2015, whichever is later. Subject to limitations, a Temporary Part-Time or Seasonal employee may use sick leave only after the 90th day of employment and up to 24 hours in one year. Upon termination of employment, any unused sick leave will be cashed out at the current rate of pay.

E. BEREAVEMENT LEAVE

1. Unclassified EXECUTIVE and SELF-REPRESENTED employees and employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 shall receive up to twenty-four (24) hours of leave without loss of base pay or deductions from other leave balances in order to attend customary obligations arising from the death of a relative who is a member of employee's immediate family.

2. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION and the CORONADO FIREFIGHTERS' ASSOCIATION shall receive up to twenty-four (24) hours of leave without loss of base pay or deductions from other leave balances in order to attend customary obligations arising from the death of a relative who is a member of employee's immediate family.

~~2.~~3. The "immediate family" shall be defined as: spouse, child, parent, sibling, grandparent; the aforementioned either natural, legally adopted, step or in-law, or any person over which the employee acts as legal guardian; or similar relationships as determined by the City Manager or designee.

Section 12. HEALTH/CAFETERIA BENEFIT PLAN

A. The annual allotment for Health/Cafeteria Benefit Plan for SELF-REPRESENTED employees, employees represented by the CORONADO FIREFIGHTERS' ASSOCIATION, CORONADO POLICE OFFICERS' ASSOCIATION, employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 shall be as follows

January 1 – December 31, 2015: $1,198/month

B. The annual allotment for Health/Cafeteria Benefit Plan for EXECUTIVE employees shall be as follows:

January 1 – December 31, 2015: $1,361/month

C. The annual allotment for Health/Cafeteria Benefit Plan for retired employees participating in CalPERS health plans shall be as follows:

~~January 1 – December 31, 2014: $119/month~~
January 1 – December 31, 2015: $122/month
January 1 – December 31, 2016: $125/month

D. The Health/Cafeteria Benefit Plan allotment is pro-rated on a calendar year basis.

Section 13. TUITION REIMBURSEMENT

A. SWORN and NON-SWORN employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION are eligible for reimbursement of up to a maximum of $1,000 tuition reimbursement per year for both college classes leading to a degree and non-graded classes or short-term seminars that benefit the employee in the performance of city work upon written verification of satisfactory coursework completion, per Administrative Procedure 131. Expenses approved in excess of One Thousand Dollars ($1,000) will roll forward to be paid in the following fiscal years, so long as the employee remains employed with the City.

B. SELF-REPRESENTED and unclassified EXECUTIVE employees are eligible to receive $1,000 tuition reimbursement for the directly related cost of tuition, school fees, books, and required materials for approved college courses leading to a degree upon written verification of satisfactory course work completion. Reimbursement may be requested, up to the annual maximum as specified in the approved salary resolution, for any eligible unreimbursed expenses incurred on or after July 1, 1995 per Administrative Procedure 131.

C. Employees represented by the CORONADO FIREFIGHTERS' ASSOCIATION are eligible to receive $1,000 tuition reimbursement per year for both college classes leading to a degree and non-graded classes or short-term seminars that benefit the employee in the performance of city work upon written verification of satisfactory coursework completion, per Administrative Procedure 131 and current MOU. Reimbursement may be requested, up to the annual maximum as specified in the approved salary resolution, for any eligible unreimbursed expenses incurred on or after July 1, 1999 per Administrative Procedure 131.

D. Employees represented by the AMERICAN FEDERATION OF STATE LOCAL AND MUNICIPAL EMPLOYEES LOCAL 127 are eligible to receive $1,000

tuition reimbursement per year for both college classes leading to a degree and non-graded classes or short-term seminars that benefit the employee in the performance of city work upon written verification of satisfactory coursework completion, per Administrative Procedure 131. Reimbursement may be requested, up to the annual maximum as specified in the approved salary resolution, for any eligible unreimbursed expenses incurred on or after February 1, 2000.

Section 14. HOLIDAYS

A. Unclassified EXECUTIVE and SELF-REPRESENTED employees, and employees represented by AMERICAN FEDERATION OF STATE LOCAL AND MUNICIPAL EMPLOYEES LOCAL 127 receive eleven (11) paid holidays per year.

B. Unclassified EXECUTIVE and SELF-REPRESENTED employees and employees represented by the AMERICAN FEDERATION OF STATE LOCAL AND MUNICIPAL EMPLOYEES LOCAL 127 are given eight (8) hours credit on July 1 of each year for Lincoln's Birthday to be used as FLOATING HOLIDAYS. In order to accrue this time, an employee must be employed by the City on July 1 of the fiscal year.

C. SELF-REPRESENTED employees and employees represented by the AMERICAN FEDERATION OF STATE LOCAL AND MUNICIPAL EMPLOYEES LOCAL 127 are given eight (8) hours credit on July 1 of each year in recognition of Caesar Chavez' Birthday to be used as a FLOATING HOLIDAY. In order to accrue this time, an employee must be employed by the City on July 1 of the fiscal year.

D. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION are given two "floating" holidays, not to exceed nine (9) hours each, one of which is in recognition of Cesar Chavez Holiday. The floating holidays will be credited on July 1 of each year and may be used by each employee at his or her discretion.

E. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION receive "holiday in-lieu" pay equal to 5.0% of the regular rate of pay in lieu of a day off with pay for the observed holidays.

Essential personnel, primarily those employees working in Dispatch or Patrol, but defined more specifically as those employees who are required to be at work on one of the observed holidays, shall be paid a holiday premium of 1/2 their regular rate of pay for all hours worked on the holiday. Non-essential personnel who work on an observed holiday will not receive the holiday premium.

F. All CORONADO FIREFIGHTERS' ASSOCIATION and FIRE BATTALION CHIEF Classifications who are assigned to and work on a twenty-four (24) hour shift basis shall receive a ~~4.8~~5.0% premium in lieu of having holidays off. The HOLIDAY IN LIEU premium shall be paid as a percentage of base pay for each classification. The "in lieu" pay includes the conversion of twelve (12) hours of compensatory time (CTO), for the Martin Luther King holiday.

G. Unclassified EXECUTIVE and SELF-REPRESENTED employees and employees represented by the AMERICAN FEDERATION OF STATE LOCAL AND MUNICIPAL EMPLOYEES LOCAL 127 who are expected to work on a recognized holiday or whose normal day off falls on a holiday will receive a FLOATING HOLIDAY added to their leave bank in lieu of time off. If a non-exempt employee is required to work on a holiday, time worked will be paid at the rate of one and one-half times the forty (40) hour work week rate.

H. All FLOATING HOLIDAY leave time must be used in the fiscal year in which it is accrued. Employees who terminate on or before June 30 will be paid eight (8) hours straight-time for an unused floating holiday.

Section 15. OVERTIME

A. All earned overtime shall be payable in overtime wages or Compensatory Time Off (CTO), except as limited by FLSA and on CTO accrual and usage limits described below.

B. Employees represented by the CORONADO FIREFIGHTERS' ASSOCIATION shall receive emergency overtime to be paid at the rate of one and one-half times the forty (40) hour work week rate. Emergency overtime shall be a two-hour minimum from portal to portal. Emergency overtime shall be defined as those instances of overtime where the employee is on a strike team assignment at the end of his/her normal shift or when "ordered" to return to work or to remain at work beyond their normal shift due to an emergency. Employees held over at the end of their normal shift due to an emergency call or other circumstances not listed above shall be paid at the normal overtime rate. The two-hour minimum shall not apply when employees are held over at the conclusion of their shift.

C. During any work cycle in which an employee represented by the CORONADO FIREFIGHTERS' ASSOCIATION has paid leave hours, said hours shall be counted as work hours for the purpose of calculating entitlement to non-FLSA overtime.

D. The City has established a twenty-eight (28) day, 212 hour work period for Fire shift personnel, identified those elements of pay making up the "regular rate", and clarified that for purposes of FLSA mandated overtime, all hours of approved leave, with the exception of sick leave, will be counted as hours worked.

E. The City has established a twenty-eight (28) day, 212 hour work period for FIRE BATTALION CHIEFS. Any hours worked in excess of this schedule shall be paid at straight-time

F. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION shall receive one and one-half times the regular rate of pay for all overtime performed in excess of the normally established work week.

G. Police personnel assigned to duty during a commercial activity special event wherein a condition of the event permit is that the City be reimbursed for the cost of police services will be compensated at double time (two (2) times the regular rate of pay) for the overtime worked at the event.

H. Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 shall receive one and one-half times the regular rate of pay for overtime worked in excess of eight (8) hours per day or forty (40) hours per week. In a 9-80 work schedule overtime will be hours in excess of nine (9) hours per day or forty (40) hour per week. Holidays, annual leave, sick leave, floating holiday leave, or compensatory time off will be included in any time calculated for overtime purposes.

I. SELF-REPRESENTED employees shall receive one and one-half times the regular rate of pay for overtime worked in excess of 40 hours in a week. During any work cycle in which an employee has paid annual leave or comp time off, said leave hours will not be counted as work hours for the purpose of calculating entitlement to overtime during any work cycle. Scheduled holidays and float holiday time will be counted as hours worked.

J. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION who have been called back to duty after the completion of a regular work shift shall be paid at one and one-half times the regular hourly rate for a minimum of three (3) hours. Callback overtime is defined as any overtime separated by at least ½ hour. The three (3) hour minimum will not apply where overtime is performed as an extension either at the beginning or at the end of a regular work shift or as telephone stand-by described below.

K. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION who are scheduled by the court or the Department of Motor Vehicles (DMV) for telephone stand-by will be paid for actual hours worked with one (1) hour minimum. The starting time for computing telephone stand-by pay will be the time scheduled by the court or the DMV.

L. Employees represented by the AMERICAN FEDERATION OF STATE LOCAL AND MUNICIPAL EMPLOYEES LOCAL 127 will be compensated for callback overtime at a rate of one and one-half times the regular hourly rate, with a minimum of three (3) hours.

Section 16. USE AND ACCRUAL OF COMPENSATORY TIME

A. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION may not accumulate in excess of one hundred and forty (140) hours of compensatory time.

B. Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 have a maximum accumulation of 180 hours. An employee shall take no more than three (3) consecutive days off using compensatory time. An employee may take three (3) consecutive days off when satisfying the three (3) day waiting period for workers' compensation benefits, or for any other documented illness or injury.

C. SELF-REPRESENTED employees may not accumulate in excess of two hundred and forty (240) hours of compensatory time.

D. Employees represented by the CORONADO FIREFIGHTERS'ASSOCIATION may not accumulate in excess of one hundred and sixty eight (168) hours of compensatory time. Maximum usage of compensatory time in any fiscal year shall be 240 hours.

E. Prior to an appointment to a position in an EXEMPT classification, a non-exempt employee shall be paid for any accrued compensatory time earned.

Section 17. STAND-BY AND EMERGENCY STAND-BY DUTY

A. Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 designated for standby duty are subject to emergency callback on evenings, weekends and holidays and compensated according to the following schedule.

1. Wastewater/Stormwater standby duty $480 per 14 day assignment
2. Parks/Beach/Streets/Facilities standby duty $480 per 14 day assignment

B. Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 may be assigned to emergency stand-by duty for known emergencies (e.g. winter storms) or planned outages. Any employee assigned to emergency stand-by duty (as distinguished from the normal weekly assignment) shall be compensated at 10% of their hourly rate of pay for each hour in a (12 hour) period.

Section 18. APPLICATOR'S DIFFERENTIAL

Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 who are required to maintain a Qualified Applicator's Certificate and are assigned to apply those substances requiring possession of

a Qualified Applicator's Certificate shall receive a 2.5% differential for the pay period in which this assignment is in effect.

Section 19. ACTING GOLF LEADWORKER

The Acting Golf Lead person assigned to an eight (8) hour per day weekend assignment will be paid $120.00 (One Hundred Twenty Dollars) differential per pay period during which such assignment is in effect. This differential is limited to one position in the Golf Unit per weekend assignment.

A Golf employee assigned to the four (4) four hour weekend (one person) shift will be paid a $60.00 (Sixty Dollar) differential for the pay period during which such assignment is in effect. This differential is limited to employees in the Golf unit per weekend assignment.

Section 20. BACK FLOW CERTIFICATION

Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 who possesses a Backflow Prevention Tester Certificate and performs all back flow testing for the City (one person) will receive $1,088 (One Thousand Eighty Eight Dollars) per year paid on the first pay day in December.

Section 21. WASTEWATER/STORM WATER CERTIFICATION PAY

Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 who work in Waste Water or Storm Water and possess a certification from the California Water Environment Association (CWEA) at the level established as the minimum qualification for their classification, will receive 1% of their base salary in certification pay. Employees in Waste Water and Storm Water who exceed the level of certification established as the minimum qualification will be eligible to receive an additional 1.5% of their base pay for a total certification pay amount of up to 2.5% for designated certifications.

Section 22. MECHANIC CERTIFICATION PAY

Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 who work in the Mechanic series and possess certification from the California State Fire Training Academy and/or ASE Certifications at the level established as the minimum qualification for their classification, will receive 1% of their base salary in certification pay. Employees in the Mechanic series who exceed the level of certification established as the minimum qualification will be eligible to receive an additional 1.5% of their base pay for a total certification pay of up to 2.5% for designated certifications.

Section 23. ARBORIST CERTIFICATION

Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 who possesses a certified Arborist Certificate from the International Society of Arboriculture and performs corresponding assigned duties (one person) will receive $1,088 (One Thousand Eighty Eight Dollars) per year paid on the first payday in December.

Section 24. LEAD LIFEGUARD ASSIGNMENT

Employees in the Pool Lifeguard classification who have been designated as on-duty Lead Pool Lifeguard shall be compensated an additional 5% of base pay for the hours worked in this assignment.

~~Employees in the Beach Lifeguard classification who have been designated as on-duty Lead Beach Lifeguards shall be compensated an additional 5% of base pay for the hours worked in this assignment.~~

Section 25. PARAMEDIC ASSIGNMENT PAY FOR ENGINEERS AND CAPTAINS

A. Engineers who maintain a paramedic license (Engineer Paramedics) will receive a Paramedic Assignment Differential equal to 4% of regular bi-weekly base pay. Engineers who choose to relinquish their paramedic license will no longer receive the 4% Paramedic Assignment Pay.

B. If an Engineer who receives this assignment pay is considered for promotion to the rank of Captain, than the City will include the assignment pay in determining the appropriate promotion increase into the Captain's salary range.

C. If an Engineer Paramedic is assigned to the Primary Paramedic Position, he/she would receive Out-of-Class pay pursuant to Article 8 of the CFA's Memorandum of Understanding. The Out-of-Class pay for this assignment would begin after four hours. The out-of class pay will be computed from the first hour worked once the 4 hour threshold has been reached.

D. Captains who maintain a paramedic license (Captain Paramedics) will receive Paramedic Assignment Pay of $80.00 (Eighty Dollars) per pay period. Captains who choose to relinquish their paramedic license will no longer receive the Paramedic Assignment Pay.

Section 26. PARAMEDIC RECERTIFICATION

Firefighter/Paramedics will be compensated $412.50 annually to recertify their paramedic license. As an incentive to maintain paramedic skills and recertification, paramedic-certified Fire Engineers and Captains will also receive the annual recertification payment

of $412.50. New employees assigned as paramedics will receive their first incentive at the completion of probation and annually thereafter in July following that date.

Section 27. CORONADO POLICE OFFICER ASSOCIATION PREMIUM PAY

Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION are eligible for premium pay, as appropriate:

A. All Police Dispatchers and Dispatch/Records Assistant assigned to the duties of Field Training Officer shall receive one dollar ($1.00) per hour while assigned one or more trainees.

B. Police Officers assigned to motorcycle duty may elect to take their assigned motorcycles home or receive a five percent (5%) specialty pay.

C. Police Officers and Police Sergeants shall receive five percent (5%) above their base pay while assigned to work as an investigator as a regular assignment.

D. Employees represented by the Coronado Police Officers' Association and designated as "Assigned Translator" shall receive fifty cents ($0.50) per hour worked.

E. The Police Sergeants designated as "traffic" Sergeant" shall receive five percent (5%) above their base pay while assigned this duty as a regular assignment.

Section 28. SPECIAL PROJECT PREMIUM PAY

Upon written assignment by the Director of Public Services or Director of Golf Course Operations to an identified Special Project, the assigned employee will receive up to a 5% special project premium pay.

Section 29. OUT-OF-CLASS ASSIGNMENTS

A. SELF-REPRESENTED employees shall be compensated for out-of-class assignments when temporarily assigned to the same higher level class for more than 80 consecutive working hours. Higher level class is defined as a class with a higher salary range. Employees who meet this criterion shall be compensated by an additional five (5) percent of base salary for each consecutive hour worked in the out-of-class assignment from the 81st hour to the end of the out-of-class assignment.

B. Employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 shall be compensated for out-of-class assignments when temporarily assigned to the same higher level class for more than 80 consecutive working hours. Higher level class is defined as a class with a higher salary range. Employees who meet this criterion shall be

compensated by an additional five (5) percent of base salary for each consecutive hour worked in the out-of-class assignment from the 81st hour to the end of the out-of-class assignment.

C. Employees represented by the CORONADO POLICE OFFICERS' ASSOCIATION assigned to work out-of-class for a period of less than a full two week pay period shall be compensated at their regular rate of pay plus a premium equivalent to five (5) percent of the top step for their normal classification for each hour worked in the out-of-class assignment.

Employees who work in an out-of-class assignment for a full two-week pay period or more shall be compensated at a rate of 5% above their current pay step.

D. Employees represented by CORONADO FIREFIGHTERS' ASSOCIATION shall be compensated by an additional five (5) percent of base salary for working out-of-class when an employee works in the assignment for nine (9) or more hours on a shift. Out-of-class pay will be computed from the first hour worked once the nine-hour threshold has been reached on each occasion.

Section 30. UNIFORM, CLOTHING AND SAFETY EQUIPMENT

A. All current sworn Police personnel shall receive an annual uniform allowance of $850.00 paid to the employee in a lump sum with the second pay period in August. Newly hired sworn police personnel shall receive a uniform allowance of $800.00 in the form of a credit at one or more area uniform stores. The store credit will become available prior to the first day of employment to pay for the initial purchase of uniforms.

Police Services Officers I/II (PSOs) and the Animal Services Officer (ASO) required to wear a department specified uniform as part of their regular assignment will receive $700.00 in the form of a credit at one or more area uniform stores. Newly hired PSOs and ASOs will receive a uniform allowance of $600.00 in the form of a store credit. The store credit will become available prior to the first day of employment to pay for the initial purchase of uniforms.

B. The DIRECTOR OF POLICE SERVICES AND POLICE COMMANDER classification shall receive a uniform allowance at the same time and equal to the amount provided to other sworn police officers.

C. All current employees represented by the CORONADO FIREFIGHTERS' ASSOCIATION, a uniform allowance shall be provided in the amount of $825.00 per year, paid in August of each year.

All new hires (not including temporary employees) shall receive a $900 uniform allowance as a store credit to pay for initial clothing purchase. Only one clothing allowance is to be received in a given fiscal year.

This uniform allowance covers boot purchase (regulation safety type), boot repairs (including zippers), pants, shirts, and a coat. T-shirts, jackets, and workout clothing are included if the person elects to purchase them.

D. The DIRECTOR OF FIRE SERVICES AND FIRE BATTALION CHIEF classification shall receive a uniform allowance at the same time and equal to the amount provided to other sworn fire personnel.

E All current employees represented by the AMERICAN FEDERATION OF STATE LOCAL AND MUNICIPAL EMPLOYEES LOCAL 127 shall be provided work shoes.

1. Each covered employee shall be entitled to replacement of his/her work shoes whenever they become unserviceable. This determination shall be made by the Department Director or his/her designee.

2. The maximum amount available for any one pair of shoes shall be $175.00.

3. The City and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127 shall jointly develop and implement a work shoe credit program with a local vendor.

4. Work shoes shall be considered an item of work clothing.

5. Specialty work shoes for the Tree Trimmer to be provided by the department if determined to be necessary by the Director.

Section 31. CITY PAID LIFE INSURANCE

A. All SELF-REPRESENTED and CORONADO FIREFIGHTERS' ASSOCIATION employees shall receive City paid group term life and Accidental Death and Dismemberment (AD&D) insurance in an amount equal to one times annual salary or $50,000, whichever is greater.

B. All AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LOCAL 127 and CORONADO POLICE OFFICERS' ASSOCIATION employees shall receive City paid group term life and AD&D insurance equal to $25,000.

C. All unclassified EXECUTIVE employees shall receive City paid group term life and AD&D insurance in an amount equal to one times annual salary plus $25,000.

Section 32. CITY PAID SHORT-TERM DISABILITY INSURANCE

Unclassified EXECUTIVE, SELF REPRESENTED employees, employees represented by the AMERICAN FEDERATION OF STATE LOCAL AND MUNICIPAL EMPLOYEES LOCAL 127, and all NON-SWORN employees in the CORONADO POLICE OFFICERS' ASSOCIATION shall receive City paid group short term disability insurance for a maximum period of twelve (12) weeks.

Section 33. CITY PAID LONG TERM DISABILITY INSURANCE

Unclassified EXECUTIVE, SELF-REPRESENTED employees, employees represented by the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 127, and all NON-SWORN employees in the CORONADO POLICE OFFICERS' ASSOCIATION shall receive City paid long term disability insurance at 66 2/3% of the first $1,500 of monthly earnings to age 65. Effective January 1, 2015, City paid long term disability insurance will be at 66 2/3% of the first $5,000 of monthly earnings to age 65.

Section 34. EDUCATIONAL INCENTIVES

A. P.O.S.T. Certificate incentive pay shall be available to all Police Sergeants and Police Officers represented by the CORONADO POLICE OFFICERS' ASSOCIATION who have attained the necessary P.O.S.T. certification in one of the following categories:

1. Intermediate P.O.S.T. Certificate incentive at a rate of one hundred and fifty dollars ($150) per month; or

2. Advanced P.O.S.T. Certificate incentive at a rate of one hundred ninety dollars ($190) per month; or

3. Advanced P.O.S.T. Certificate incentive at a rate of two hundred and seventy dollars ($270) per month if the employee also has an Associate's Degree (AA); or

4. Advanced P.O.S.T. Certificate incentive at a rate of three hundred and thirty ($330) per month if the employee has a Bachelor's Degree or completes a minimum of three (3) units each fiscal year until the employee obtains a Bachelor's Degree.

B. Employees in the classification of DISPATCHER or DISPATCH/RECORDS ASSISANT, who have attained the necessary P.O.S.T. certification in one of the following dispatch categories:

1. Intermediate P.O.S.T. Certificate incentive at a rate of seventy-five dollars ($75) per month; or

2. Advanced P.O.S.T. Certificate incentive at a rate of one-hundred dollars ($100) per month; or

3. Advanced P.O.S.T. Certificate incentive with an accompanying Associate's or Bachelor's Degree at a rate of Certificate incentive at a rate of one hundred fifty dollars ($150) per month.

C. For purposes of this provision, P.O.S.T. courses shall qualify for continuing education units. Nothing in this article allows an employee to receive both Intermediate and Advanced P.O.S.T. Incentive pay concurrently

D. Employees in the classification of POLICE COMMANDER, holding an Advanced P.O.S.T Certificate and having received a Bachelor's Degree, shall receive the equal amount paid to other sworn police officers for this education level.

E. All employees represented by the CORONADO FIREFIGHTERS' ASSOCIATION who have completed the degree requirements from an accredited secondary institution shall receive an educational incentive of $50 per month for an Associate's degree. The educational incentive increases to $100 per month if the employee has a Bachelor of Arts or Bachelor of Science degree.

Section 35. PAY RATES FOR TEMPORARY EMPLOYEES

Temporary and seasonal employees who are employed by the City and enrolled in CalPERS as of September 10, 2011 will receive a premium equal to the increase received by Self-Represented employees on September 10, 2011. Future increases to pay ranges for employees in temporary positions shall reduce the amount of this premium until it is eliminated. After September 10, 2011, any person hired by the City on a temporary or seasonal basis who is enrolled in CalPERS is not eligible for this premium. Any employee, who is receiving this premium that has a break in service, is inactivated, changes classification or has any other change in status will no longer be eligible for this premium. For FY 12-13 this shall equal 7%.

Section 36. ROUNDING OF SALARIES

All salaries shown in Sections 1 and 2 have been rounded to the nearest two (2) decimal places. Payroll calculations are made to six (6) decimal places.

Section 37. "Z" RATED SALARIES

A. The "Z" rate for any classification is hereby defined as any rate of pay for a specific salary step in excess of the corresponding step of the regular range for the class. An employee shall be paid the "Z" rate solely under one of the following two conditions:

1. Upon the reduction of the salary range for a class, an employee having other than provisional status who, immediately prior to the reduction of the salary range, was paid at a higher rate for such class, than the new maximum rate shall, in the absence of any contrary orders by the City Council for economic reasons, continue to be paid at the former rate.

2. Any employee whose position is reallocated from a class in which the employee has acquired permanent status to a class with a lower range shall, in the absence of any contrary orders by the City Council for economic reasons, continue to be paid at the former rate.

B. In the event an across-the-board salary increase is granted to a class held by an employee being paid at the "Z" rate, the employee shall receive the across the board increase. Once a position held by a "Z" rated employee is vacated, the position shall be paid at the regular rate.

Section 38. VEHICLE ALLOWANCE

EXECUTIVE positions identified by the City Manager shall receive an auto allowance of up to $350.00 per month.

Section 39. CONFLICT WITH CIVIL SERVICES RULES AND MEMORANDA OF UNDERSTANDING

In case of conflict, this Compensation Plan supersedes Civil Service Rules. Memoranda of Understanding contain additional detail and supersede this Compensation Plan if there is conflict.

Exhibit B

Memorandum of Understanding

Coronado Firefighters' Association

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MEMORANDUM OF UNDERSTANDING

between

The City of Coronado

and

Coronado Firefighters' Association

Fiscal Years 2015-2016 through 2017-2018

Table of Contents

Section		Page
Introduction		1
Article 1.	Work Schedule	2
Article 2.	Payroll Deduction	2
Article 3.	Uniform Allowance	3
Article 4.	Employee Evaluations	3
Article 5.	Wages	4
Article 6.	Holiday Pay	5
Article 7.	Overtime	5
Article 8.	Out-of-Class Pay	6
Article 9.	Educational Incentive	6
Article 10.	Paramedic Program	7
Article 11.	Staffing Level	8
Article 12.	Vacation	9
Article 13.	Sick Leave	9
Article 14.	Bereavement Leave	10
Article 15.	Family Medical Leave	10
Article 16.	Transitional Duty	11
Article 17.	Conversion of Leave Balances Upon Change of Schedule	11
Article 18.	Retirement and Survivors' Benefits	11
Article 19.	Health Savings Account	11
Article 20.	Medicare Allotment for Employees Hired Prior to March 31, 1986	12
Article 21.	Cafeteria Benefit Plan	12
Article 22.	Group Term Life Insurance	13
Article 23.	Employer/Employee Relations	13
Article 24.	Management Rights – City Rights Clause	14
Article 25.	Personal Appearance	15
Article 26.	Tuition Reimbursement	15
Article 27.	DMV Fire Apparatus Endorsement and State Fire Marshal Driver Operator 1A Certification	16
Article 28.	Association Representation	16
Article 29.	Background and Department of Motor Vehicle Checks	16
Article 30.	Hepatitis B Inoculations	16
Article 31.	Mandatory Mess, Cooking Policy and Back Phones	17

Article 32. Deferred Compensation 17
Article 33. Opportunities for Additional Work Experience …… 17
Article 34. Americans with Disabilities Act …….. 17
Article 35. Drug Free Workplace …… 18
Article 36. Association Leave Bank ……. 18
Article 37. Savings Clause …….. 18
Article 38. Revisions to Civil Service Rules …….. 18
Appendix A Transitional Duty Policy …….. 19
Appendix B. Reserve Firefighter Program ……... 21
Appendix C. Salary Schedule …… 22

INTRODUCTION

The City of Coronado and the Coronado Firefighters' Association (CFA) have reached this Memorandum of Understanding, hereinafter referred to as MOU, pursuant to meeting and conferring in good faith, and in accordance with the provisions contained in California Governmental Codes (Section 3500 seq.).

This agreement is entered into by and between the City of Coronado, hereinafter referred to as the CITY, and the Coronado Firefighters' Association, hereinafter referred to as the ASSOCIATION.

It is the purpose of this agreement to achieve and maintain harmonious relations and full communications between the CITY and the employees represented by the ASSOCIATION and to establish proper standards of wages, hours and other conditions of employment.

The parties mutually agree to the following salary, supplemental benefits, and other terms and conditions of employment with an effective date of June 27, 2015 through the end of Fiscal Year 2017-2018. The term "year" when used in this MOU shall mean "fiscal year" unless otherwise specified. This is a comprehensive MOU containing all active provisions of previous MOUs.

It is understood that the provisions of this MOU do not apply to newly hired personnel who receive a temporary appointment as defined in Rule I, Section 2 and Rule V, Section 7 of the Civil Service Rules.

Article 1. Work Schedule

Those employees in the unit that are assigned to a twenty-four (24) hour shift shall work a three-platoon system titled A, B, or C. Each platoon is scheduled for duty on a twenty-four (24) hour shift basis, to commence at 0730 hours of any given day. Each platoon shift calendar cycles on a twenty-four (24) day period; specifically, four (4) shifts on duty with one (1) shift off-duty between each day worked and followed by four (4) consecutive off-duty shifts, and four (4) shifts on duty with one (1) shift off-duty between each and followed by six (6) consecutive off-duty shifts. The schedule is so arranged that one of the platoons (A, B, C) is always on duty and each platoon is scheduled for eight (8) shifts on duty in every twenty-four (24) day period for a fifty-six (56) hour average work week.

Notwithstanding the above, employees may relieve each other, by mutual agreement, up to two (2) hours prior to the regularly scheduled start of a shift. Employees shall make up relief shifts (or "trades") on a one-for-one basis.

All new firefighter/paramedic hires with a cumulative fire service experience of less than one year will receive two weeks of intensified training. The training will be provided as follows: Monday through Saturday (five [5] ten-hour [10-hour] days and one [1] six-hour [6-hour] day). Upon completion of this two week (2-week) training period, new firefighters will be assigned to a platoon.

All new firefighter/paramedic hires with a cumulative fire service experience of more than one year of cumulative fire service experience (i.e., “lateral hires”) will be provided with an eight-shift evaluation period (four shifts serving as a firefighter and four shifts serving as a paramedic). During this evaluation period, the lateral hire will serve as an additional staff member on the designated engine or ambulance. During this time, the training captain for the shift will recommend to the Fire Chief whether the full two week intensified training is necessary. If it is deemed necessary, the lateral hire will be required to complete the intensified training at the completion of his/her eight-shift evaluation period.

The Fire Chief retains the right to require any new firefighter/paramedic or lateral hire to complete the two week intensified training.

Article 2. Payroll Deduction

The CITY agrees to deduct to the extent required by law, once each pay period, dues and lawful deductions in an amount certified to be current by the Secretary-Treasurer of the ASSOCIATION from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the CITY to the ASSOCIATION Treasurer. This authorization shall remain in full force and effect during the term of this agreement.

Article 3. Uniform Allowance

A uniform allowance shall be provided in the amount of $825 per year, paid in August of each year.

All new hires (not including temporaries) shall receive a $900 uniform allowance as a store credit to pay for initial clothing purchase. Any ASSOCIATION Uniform Store purchases will be made on a cash basis. Only one clothing allowance is to be received in a given fiscal year.

This uniform allowance covers boot purchase (regulation safety type), boot repairs (including zippers), pants and shirts, and a coat. T-shirts, jackets, and workout clothing are included if the person elects to purchase them.

Uniforms worn while on duty will be those approved by the Uniform Committee and the Fire Chief.

Maintenance of an acceptable uniform is the responsibility of each individual without additional remuneration from the CITY.

Article 4. Employee Evaluations

A. Employee evaluations shall be conducted in accordance with Civil Service Rule II, "Employee Performance Reports."

B. Physical Training Program and Annual Professional Proficiency Test

1) In order for employees represented by the ASSOCIATION to achieve a competent rating on performance evaluations, individuals will have to pass an annual professional proficiency test. The annual professional proficiency test will include, but not be limited to: Minimum Company Standards, Self-Contained Breathing Apparatus, EMT 1-A, EMT-D, Personal Performance Standards (physical agility test).

2) Any employee who meets the minimum standards for the Annual Professional Proficiency Test shall receive at least a "satisfactory" or "adequate" rating. The physical agility portion of the annual Professional Proficiency Test shall be scored on a "Pass/Fail" basis.

3) There will be no significant substantive changes in the contents of the current personal physical training program or the Annual Professional Proficiency Test during the term of this agreement without prior notice to the ASSOCIATION and an opportunity to meet and confer.

4) The category "Professional Proficiency Test" shall be on the employee evaluation form under the sub-heading Job Knowledge. The category "Physical Training Program" shall be on the employee evaluation form under the sub-heading Work Habits. Participation in the Physical Training Program shall be evaluated and scored in the same manner as other categories.

Article 5. Wages

A. Effective July 1, 1989, the former EMT incentive program was incorporated into the base salary schedule. It is understood that EMT certification and all Medical EMT standards, policies and procedures approved by the County EMS Director and adopted by the Department are a job requirement for all classifications covered by this MOU. There will be no further grandfathering as to this job requirement. The CITY shall continue to pay for the cost of the instructor and testing for recertification.

B. In June 2008 the former Paramedic incentive pay for firefighters was incorporated into the base salary schedule and the classification Firefighter/Paramedic was added to the list of classifications in the CITY's Personnel Authorization and Compensation Plan. All Firefighters, as of the effective date of this agreement, who have a current paramedic license will automatically be reclassified into the Firefighter/Paramedic classification.

The Firefighter classification will remain in effect at least until the remaining single-role Firefighters (as of July, 2008) promote, resign, or retire from the Department. At that time, the CITY may eliminate the Firefighter classification.

C. Effective Fiscal Year 2015-2016, the salary schedule and base pay of CFA employees shall be increased by three percent (3%). The salary schedule and base pay of CFA employees shall be increased by two percent (2%) the first pay period in Fiscal Year 2017 and two percent (2%) the first pay period of Fiscal Year 2018. The salary schedule is listed in Appendix C.

Note: Salaries shall be adjusted at beginning of pay period nearest July 1 of each year. For clarification purposes, in no case will the base pay for any employee exceed the maximum pay stated in the CITY's Personnel Authorization and Compensation Plan.

Article 6. Holiday Pay

Employees in the unit who are assigned to and work on a twenty-four (24) hour shift basis shall receive a premium in lieu of having holidays off. The holiday in lieu premium shall be paid as a percentage of base pay for each classification as shown below:

Firefighter	~~4.8~~5.0%
Firefighter/Paramedic	~~4.8~~5.0%
Fire Engineer	~~4.8~~5.0%
Fire Captain	~~4.8~~5.0%

The "in lieu" pay shown above includes the conversion of twelve (12) hours of compensatory time off (CTO) for the Martin Luther King holiday.

Article 7. Overtime

Employees in the unit have agreed to work overtime. It is the responsibility of all employees in the unit to cooperate with the CITY to help ensure the availability of employees to work overtime. Overtime and compensatory time off shall be paid in accordance with the Fair Labor Standards Act (FLSA). Employees shall receive one and one-half times the "regular rate of pay" for overtime worked as described in the FLSA except in the following circumstances:

A. **Emergency overtime** shall cover those times when an employee is required to either remain at or return to work due to:

1) his/her participation in an ongoing strike team operation
2) his/her participation in a response to a civil emergency such as an earthquake, fire, natural disaster, major vehicle accident, etc.

If an employee is required to *return* to work from off-duty status for emergency overtime, he/she shall be paid a minimum of two hours, which shall constitute full compensation to the employee for the time commuting to and from the work site.

If an employee is required to *remain* at work for emergency overtime, he/she shall be paid the emergency overtime rate only if the overtime extends more than two hours beyond the end of the employee's normal shift.

Emergency overtime shall be paid at 1.5 times the employee's 40 hour work week rate.

B. **Normal overtime** shall apply in those cases in which an employee is required to remain at or return to work to maintain the minimum staffing requirements and no "emergency" as defined above, exists. Effective with the deployment of the Quint Tiller truck and the initiation of constant staffing, normal overtime shall apply to maintain constant staffing requirements and no "emergency" as defined above exists. It shall also apply in those instances in which an employee is required to *remain* at work for an emergency as defined above if the overtime does not extend more than two hours beyond the end of the employee's normal shift.

Normal overtime shall be paid at one and one-half times the employee's 56 hour work week rate.

C. During any work cycle in which an employee has paid leave hours, said hours shall be counted as work hours for the purpose of calculating entitlement to non-FLSA overtime, in accordance with the past practice of the parties.

D. The parties have agreed that overtime worked may be compensated by compensatory time off (CTO) at the rate of one and one-half times the overtime hours worked, subject to the limitations of the FLSA. Maximum accrual of CTO is 168 hours. Maximum usage of CTO in any fiscal year shall be 240 hours.

E. The CITY has established a twenty-eight (28) day, 212 hour work period for Fire shift personnel, identified those elements of pay making up the "regular rate," and clarified that for purposes of FLSA mandated overtime, all hours of approved leave, with the exception of sick leave, will be counted as hours worked.

F. Fire shift personnel are on a work period that matches the established two-week payroll period. FLSA mandated overtime shall be paid in the next available payroll closing after the completion of the twenty-eight (28) day work period.

Article 8. Out-of-Class Pay

Employees assigned to work out-of-class shall be compensated at their regular rate of pay plus an additional five (5) percent of base pay for each hour worked in the out-of-class assignment for nine (9) or more hours on a shift. Out-of-class pay will be computed from the first hour worked once the nine-hour threshold has been reached on each occasion. Out-of-class assignments may be offered to personnel on a current, active eligibility list if no permanent employee of the rank being filled is available.

Article 9. Educational Incentive

Each employee who completes the degree requirements from an accredited secondary institution shall receive an educational incentive of $50 per month (paid biweekly at $23.08 per pay period) for an Associate's degree. The educational incentive increases to $100 per month (paid biweekly at $46.15 per pay period) if the employee has a Bachelor of Arts or Bachelor of Science degree.

Article 10. Paramedic Program

A. **Classification:** Effective in June 2011, the former Paramedic incentive pay for firefighters is incorporated into the base salary schedule and the classification Firefighter/Paramedic is added to the list of classifications in the CITY's Personnel Authorization and Compensation Plan. All Firefighters who have a current paramedic license were automatically reclassified into the Firefighter/Paramedic classification.

B. **Primary Paramedic:** The Primary Paramedic shall be defined as the employee assigned by the Department to functionally ride in the Firefighter/Paramedic position and whose designated primary responsibility is patient care.

C. **Paramedic Assignment Pay for Engineer:** Engineers who maintain a paramedic license (Engineer Paramedics) will receive a Paramedic Assignment Differential equal to 4% of regular bi-weekly base pay. Engineers who choose to relinquish their paramedic licenses will no longer receive the 4% Paramedic Assignment Pay.

If an Engineer who receives this assignment pay is considered for promotion to the rank of Captain, then the CITY will include the assignment pay in determining the appropriate promotion increase into the Captain's salary range.

D. If an Engineer Paramedic is assigned to the Primary Paramedic Position, he/she would receive Out-of-Class pay pursuant to Article 8. The Out-of-Class pay for this assignment would begin after four hours. The out-of class pay will be computed from the first hour worked once the 4 hour threshold has been reached.

E. **Paramedic Assignment Pay for Captain**: Beginning on the pay period ending July 11, 2014, Captains who maintain a paramedic license (Captain Paramedics) will receive a Paramedic Assignment Differential equal to a flat amount per pay period of $80.00. Captains who choose to relinquish their paramedic licenses will no longer receive the Paramedic Assignment Pay.

F. **Paramedic Recertification:** Firefighter/Paramedics will be compensated $412.50 annually to recertify their paramedic license. As an incentive to maintain paramedic skills and recertification, paramedic-certified Fire Engineers and Captains will also receive the annual recertification payment of $412.50.

New employees assigned as paramedics will receive their first incentive at the completion of probation and annually thereafter in July following that date.

G. **Continuing Education:** The Department will be responsible for maintaining the Continuing Education requirements for all members who maintain paramedic certification regardless of rank. This will be accomplished through the use of overtime (to include FLSA mandated travel time), on-duty training and/or in-house training. The department will be responsible for appropriate related costs associated with maintaining the Paramedic Continuing Education Program and Paramedic License.

H. **Retreat Rights:** Any Firefighter employed by the City of Coronado as of May 1, 2001 who accepts an assignment to a Paramedic slot will be able to "retreat" to a "regular" Firefighter slot once the Paramedic program reaches a minimum of nine (9) Paramedics and a "regular" position becomes available. Requests to "retreat" to a Firefighter position are to be made to the Fire Chief in writing. All reasonable requests will be considered.

Article 11. Staffing Level

A. **Constant Staffing:** Effective FY 2009-10, the City converted from "minimum" staffing of eight to "constant" staffing of nine (9), wherein nine persons are on duty at all times. Normal staffing for the Department will be nine (9) personel assigned to frontline emergency response apparatus. The Battalion Chief will not be included as fire operations personnel to meet minimum staffing.

B. **Specific Staffing of Apparatus**

Truck: The minimum staffing level will be four (4) personnel. Normal staffing of the apparatus will consist of one Captain position, one Engineer position, one Firefighter/Paramedic position, and a fourth position assigned from among any rank at the discretion of the Department.

In the event that the truck is placed out-of-service, as long as constant staffing of nine (9) is met, the replacement apparatus may be staffed with the appropriate minimum staffing for that apparatus as long as the remaining personnel are assigned to another frontline, emergency apparatus. This alternate staffing intended to best utilize personnel for emergency operations in unusual circumstances.

Engines: The minimum staffing level will be three (3) personnel. Normal staffing of the apparatus will consist of one Captain position, one Engineer position, and one Firefighter/Paramedic position.

Ambulance: The minimum staffing level will be two (2) personnel. Normal staffing of the apparatus will consist of at least one Firefighter/Paramedic and one additional employee assigned from among any rank at the discretion of the Department.

C. The Fire Chief reserves the right to determine the necessity of backfilling positions that are vacant during a shift. All circumstances relating to the need to fill the position will be considered, regardless of the reason for the vacancy. Department policy will address backfilling decision criteria as described in Article 22.

Article 12. Vacation

As reflected in Rule VI, Section 4, of the Civil Service Rules relating to credit for vacation with pay, the following is provided:

A. Following the completion of twelve (12) months of continuous service, each employee who is employed on a full time basis shall be allowed 138 hours of credit for vacation with pay. For the succeeding forty-eight (48) months, for each calendar month of service, he/she shall be allowed 11.5 hours of credit for vacation with pay. For the succeeding one hundred twenty months (120) [ten years], for each calendar month of service, he/she shall be allowed sixteen (16) hours of credit. Thereafter, for each calendar month of service, he/she shall be allowed eighteen (18) hours of credit for vacation with pay.

B. Maximum vacation accumulation for all employees in the unit shall be 450 hours. Accumulated hours may be used in any year without limitation, other than said maximum.

C. Employees in the unit may sell back to the CITY up to four shifts of earned vacation time per year subject to sign up procedure during the budget process.

D. Employees in the unit will have the ability to schedule vacation shifts with no days blacked out during vacation sign-up. Additional rounds will be circulated until all selections are made.

E. One person will be allowed to schedule vacation leave per shift. An additional person will be allowed to use vacation leave on the same shift provided that this does not require a force hire.

Article 13. Sick Leave

A. Employees in the unit shall earn 11.17 hours of sick leave for each calendar month worked.

B. Maximum sick leave accumulation for all classifications represented by the ASSOCIATION shall be 1,512 hours.

C. Employees in the unit shall be eligible to convert three (3) days of sick leave for one day of vacation after having reached 75% of the maximum allowable accumulation (75% of 1,512 hours is 1,134 hours).

D. Under Civil Service Rule VI, Section 5(e), a Physician's Statement is required under the following circumstances:

1) Absence for a period of more than two consecutive 24-hour shifts.

When absent for a period of more than two consecutive 24-hour shifts, the employee shall be required to furnish a physician's statement on a form provided by the CITY indicating the nature and the duration of incapacity in order to be eligible for sick leave benefits.

2) Suspected abuse of sick leave.

The Personnel Officer or the appointing authority may require a physician's statement to be completed on a form provided by the CITY at any time if an employee is suspected of abusing sick leave benefits.

Excused sick leave is sick leave that has been documented by a physician's statement or authorized by the Department Head. The third incident of unexcused use of sick leave in a twelve-month period will be cause for suspected sick leave abuse. After the third unexcused use, an employee shall be required to provide a physician's statement for any use of sick leave during the next twelve-month period.

E. Any sick leave certificate shall be completed/signed by a doctor licensed to practice in California.

F. The CITY may require a "second opinion" from a doctor selected by the employee from a panel supplied by the CITY.

G. Sick leave with pay shall be authorized by the appointing authority subject to verification of the employee's eligibility by the Personnel Officer.

H. The membership and officers of the ASSOCIATION agree to assist the CITY and to cooperate to reduce costs associated with Workers' Compensation and sick leave.

Article 14. Family Medical Leave

The CITY will grant the use of family or medical leave for CITY employees as required by law and per the guidelines established in the Civil Service Rules. Leaves may be used to care for the employee, or the employee's immediate family member and in special circumstances as allowed by law, such as military exigency leave.

Article 15. Bereavement Leave

A. An employee may use up to twenty-four (24) hours of bereavement leave if he/she is required to be absent from duty due to the death of a member of the employee's immediate family, without loss of base pay or deductions from other leave balances.

B. Additional leave utilizing the employee's leave balances, may be authorized by the Department Director or designee.

C. The "immediate family" shall be defined as: spouse, child, parent, sibling, grandparent; the aforementioned either natural, legally adopted, step or in-law, or any person over which the employee acts as legal guardian; or similar relationships as determined by the City Manager or designee.

D. The employee may be required to submit proof of the relative's death, such as an obituary or funeral program.

E. The employee shall provide as much notice to his/her supervisor of the necessity to use this leave as is reasonable under the circumstances.

F. The employee's use of bereavement leave in full compliance with this provision shall not be reflected his/her performance evaluation nor shall it result in discipline.

Article 16. Transitional Duty

The policy shown in Appendix A, and incorporated herein by reference, shall address short-term, transitional duty assignments based on medical opinion that an injured employee is physically capable to work in a limited capacity while recovering from an injury.

Article 17. Conversion of Leave Balances Upon Change of Schedule

The payroll manual will be revised to incorporate converting leave balances upon change of schedule.

Article 18. Retirement and Survivors' Benefits

A. The CITY contracts with the California Public Employees' Retirement System (CalPERS) to provide the "3% at age 50" retirement benefit for all fire safety members.

B. Effective with the first pay period of this agreement, employees shall be responsible, through payroll deduction, for paying the 9.0% member contribution to CalPERS. This contribution will be made on a pre-tax basis.

C. The CITY shall provide the 1959 Survivors' Benefit with the 1977 amendment providing for a 25% increase in benefits.

D. In October 1988, the CITY implemented the following: One-Year Highest Compensation, Increase in Non-Job Related Disability Retirement Allowances, and Pre-Retirement Optional Settlement 2 Death Benefit.

E. Prior to commencement of negotiations for a successor MOU, the City agrees to obtain actuarial information on the cost of mutually selected survivors' benefits options. Any CalPERS fees for obtaining additional actuarial studies will be shared equally by the City and Association.

Article 19. Health Savings Account

The CITY will continue to pay a percentage of the CFA member's salary directly into the Coronado Firefighters' Association Local 1475 VEBA Health Savings Trust (VEBA). The percentage of the employee's salary is tiered based on age as follows:

Age	Deduction/Contribution Amount
19-30	3%
31-40	4%
41-50	5%
over 50	6%

Upon separation from service with the CITY the participant's Vacation and CTO balances will be converted to cash on a dollar for dollar basis and deposited in their account as stipulated in the plan document.

The CITY will continue to administer the VEBA including the payment of administrative costs. The Trust's administrative costs will be paid by the participants in the plan.

Article 20. Medicare Allotment for Employees Hired Prior to March 31, 1986

In 2008, the CITY and the ASSOCIATION agreed to proceed with enrolling all members in Medicare. At that time, there were six members were not enrolled. After exploring this issue, the CITY and the effected members have come to an agreement not to enroll the affected members in Medicare. No further action will be taken unless dictated by a change in legislation or Federal Guidelines.

Article 21. Cafeteria Benefit Plan

A. The CITY shall make available a cafeteria benefit program. The CITY shall provide the number in dollars in the Cafeteria Benefit Plan to be benchmarked and maintained at the same level of the "Self-Represented Employees." Options available under the program shall be as set forth in the Annual Open Enrollment and Cafeteria Benefit Plan information booklet.

B. The Cafeteria Plan makes available alternate health insurance plans from which eligible employees may select health insurance coverage. Any insurance coverage selected which costs more than the Annual Benefit Allotment provided by the CITY will be paid for by the employee through deductions withheld from the bi-weekly paycheck.

C. The Cafeteria Plan offers reimbursement for certain expenses in addition to the health coverage, and the voluntary vision and dental coverage. Reimbursement may be made by a Third Party Administrator.

D. The health insurance plans provided by the CITY shall include benefits at least equal to the benefits contained in the health insurance plans available on the effective date of this MOU. Nothing herein shall prevent the CITY and the ASSOCIATION from mutually agreeing to the provision for different health insurance benefits to employees covered by this MOU, during the term of this MOU, so long as the benefit levels remain approximately the same.

E. To the extent that Congress enacts tax reform legislation which impacts the Cafeteria Plan, the CITY and the ASSOCIATION agree to meet and confer on the implementation of any mandatory changes.

F. The CITY reserves the right at any time during the term of this MOU to change its insurance carriers. In the event such a change materially affects coverage or

benefits, the CITY agrees to meet and confer in advance of such change, provided however, that if such a change results in comparable coverage and benefits, no obligation to meet and confer shall arise hereunder.

G. The CITY and the ASSOCIATION agree to negotiate over health care during the term of this agreement, without having to re-negotiate the entire agreement. This re-opener allows the parties to address any changes to health care reform legislation, including but not limited to the Cadillac Tax provisions of 2018. The CITY will meet and confer to determine the best way to limit the potential liability of these changes and will work with the ASSOCIATION to determine how a set of similar benefits may be offered if changes are necessary during the term of the agreement.

If a change to the plan structure is warranted and the CITY determines it is best to offer benefits outside of the cafeteria style plan, the CITY will invite members of the ASSOCIATION to participate in a Joint Labor Management Benefits Committee. The purpose of the Committee will be to examine cost containment strategies for the management of employee benefits while maintaining the quality of the benefits offered to employees.

All other provisions of the contract will remain in effect during the re-opener with no labor disruptions as a result of the re-opener negotiations.

Article 22. Group Term Life Insurance

The CITY shall provide and pay premiums for group term life insurance for each employee in the unit for coverage in the amount of $50,000 or the employee's annual salary, whichever is greater.

Article 23. Employer/Employee Relations

A. The ASSOCIATION shall be entitled to conduct monthly meetings in the Fire Station after the end of the regular work day, provided such meetings shall not interfere in the normal operations of the Department.

B. The ASSOCIATION shall encourage member employees to maintain their physical condition sufficiently to adequately perform the tasks of their classification.

C. The ASSOCIATION shall encourage the members to develop skills and use them in the workplace and support participation in Departmental programs and projects.

D. Neither the CITY nor the ASSOCIATION shall be responsible for providing or maintaining linens, sheets, pillowcases, or providing the maintenance and supplies relating to all televisions and coffee makers at both fire stations.

Article 24. Management Rights - City Rights Clause

The CITY reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law, to manage the CITY, as such rights existed prior to the execution of the MOU. The sole and exclusive rights of Management, as they are not abridged by this agreement or by law, shall include, but not be limited to, the following rights:

A. To manage the CITY generally and to determine the issues of policy.

B. To determine the existence or non-existence of facts which are the basis of the Management decision.

C. To determine the necessity of organization or any service or activity conducted by the CITY and expand or diminish services.

D. To determine the nature, manner, means, and technology, and the extent of services to be provided to the public.

E. To determine methods of financing.

F. To determine types of equipment or technology to be used.

G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the CITY operations are to be conducted.

H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all CITY functions including but not limited to the right to contract for or subcontract any work or operation of the CITY.

I. To assign work to and schedule employees in accordance with requirements as determined by the CITY, and to establish and change work schedules and assignments.

J. To relieve employees from duties for lack of work or other legal non-disciplinary reasons.

K. To establish and modify productivity and performance programs and standards.

L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in CITY disciplinary procedures.

M. To determine job classifications and to reclassify employees.

N. To hire, transfer, promote, and demote employees for legal non-disciplinary reasons in accordance with this MOU.

O. To determine policies, procedures, and standards for selection, training, and promotion of employees.

P. To establish employee performance standards including but not limited to quality and quantity standards; and to require compliance therewith.

Q. To maintain order and efficiency in its facilities and operations.

R. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the CITY, which are not in contravention with this MOU.

S. To take any and all necessary action to carry out the mission of the CITY in emergencies.

Except in emergencies, or where the CITY is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of the CITY's rights shall impact the working conditions, hours, or wages of one or more individuals represented by the employee organization, the CITY will in good faith, contact the employee organization to schedule a meeting to enable the employee organization to put forth input or alternatives prior to the action being taken, unless the matter of the exercise of such rights is provided for elsewhere in this MOU. Any discussion between the CITY and the employee organization shall be held in good faith in an attempt to reach mutual agreement.

Article 25. Personal Appearance

Personal Appearance Standards have been incorporated into the Fire Department's Operations Manual.

Any violations of these Personal Appearance Standards shall be immediately corrected or reported to the Fire Chief. The Fire Chief shall have final authority in these standards.

Employees in the unit can be ordered to report for work in a uniform for the day.

Article 26. Tuition Reimbursement

Employees represented by the ASSOCIATION shall be eligible to receive a maximum of $1,000 each tuition reimbursement per fiscal year upon written verification of satisfactory course work completion. Expenses approved in excess of $1000 will roll forward to be paid in the following fiscal year. The aggregate amount of tuition reimbursement for ASSOCIATION members shall not exceed the amount appropriated for ASSOCIATION members in the Departmental budget.

Both regular college classes leading to a degree and non-graded classes or short-term seminars that benefit the employee in performance of CITY work are eligible for reimbursement, per Administrative Procedure #131.

Employees in the unit shall be allowed to receive reimbursement under this program for the costs of certifications for having met State Board of Fire Services professional standards by the completion of a specific SBFS accredited course of study. The cost of the certification should be included with the request for Tuition Reimbursement for the course per Administrative Procedure #131.

Article 27. DMV Fire Apparatus Endorsement and State Fire Marshal Driver Operator 1A Certification

Members required to obtain or maintain the ability to drive fire apparatus shall be paid for any time required to attend a Fire Apparatus Driver/Operator 1A certification course administered by an instructor registered with the Office of the State Fire Marshal as well as any time to attend any required course necessary to obtain the proper endorsement, or specialty license from the California Department of Motor Vehicles. The City will pay the cost of tuition for required courses and/or certifications to maintain the Fire Apparatus Endorsement.

Article 28. Association Representation

Nothing in this MOU is intended to remove any of the classifications presently represented by the ASSOCIATION from the Fire ASSOCIATION.

Article 29. Background and Department of Motor Vehicle Checks

The CITY may conduct background and DMV checks for all new employees and prior to any promotion.

The City of Coronado participates in the DMV pull program that includes all employees of the department. The CITY will only release information to the department indicating license revocation or suspension or other loss of driving privileges.

Article 30. Hepatitis B Inoculations

Employees shall make a good faith effort to get Hepatitis B inoculations that are covered as a benefit of the employee's health plan. To the extent that Hepatitis B inoculations are not fully covered under the employee's health plan, the CITY will reimburse any required co-payment and/or deductible amount actually paid by the employee.

Article 31. Mandatory Mess, Cooking Policy, and Back Phones

All members of the fire suppression unit on shift shall participate in a mandatory mess. Exceptions to this article shall only be allowed for religious, dietary, or medical reasons. Except for unusual circumstances and emergencies, one member of the crew shall be allowed to cook and prepare meals during normal work hours.

Phones for the residential portion of each station (back phones) shall be maintained by the ASSOCIATION rather than the CITY. Bills for these phones will be forwarded to the ASSOCIATION Treasurer for verification and payment.

Article 32. Deferred Compensation

The CITY agrees to make available a 457 deferred compensation program to all employees represented by the ASSOCIATION. The CITY and ASSOCIATION agree to explore providing alternate 457 plan(s) during the first year of this agreement.

Article 33. Opportunities for Additional Work Experience

The parties have agreed to continue the practice of staffing absences of more than thirty (30) days expected duration with temporary Firefighter/Paramedics.
Special assignments will be prominently posted to allow maximum participation/competition within the Department. The Department reserves discretion for final selection.

Article 34. Americans with Disabilities Act

Because the Americans with Disabilities Act (hereinafter called ADA) requires accommodations for individuals protected under the Act and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may require modification in order for the CITY to avoid discrimination relative to hiring, promotion, granting regular status, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work, or other terms and conditions of employment.

The ASSOCIATION recognizes that the CITY has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Any accommodation provided to an individual protected by ADA shall not establish a past practice in the grievance procedure.

Prior to implementation of any ADA accommodation that would modify any provision of the MOU in order to undertake required accommodation for an individual protected by ADA, the CITY will provide the ASSOCIATION with written notice of the intended

modification and, if requested, will allow the ASSOCIATION the opportunity to meet and confer on the CITY'S proposal.

Article 35. Drug Free Workplace

The CITY has adopted a Drug Free Workplace Policy in compliance with the Drug Free Workplace Act of l988, which applies to all CITY employees.

Article 36. Association Leave Bank

The CITY and ASSOCIATION agree to establish a mechanism for unit members to donate paid leave into a bank to be utilized by Association members for Association business.

Article 37. Savings Clause

This MOU is superseded by State and Federal Law. If any provision, section, subsection, sentence, clause or phrase of this MOU is for any reason held by a court of competent jurisdiction to be illegal or unconstitutional, the remaining portion of the MOU shall not be affected and shall remain in full force and effect.

Article 38. Revisions to Civil Service Rules

The parties agree to amend Civil Service Rule VIII, Section 8, to allow extensions of time for hearings before the Civil Service Commission on disciplinary appeals.

For the Coronado Firefighters' Association	For the City of Coronado
_____	_____
_____	_____
_____	Dated_____
_____	
Dated_____	

Appendix A

Coronado Fire Department
Transitional Duty Policy

DEFINITION: Transitional duty is defined as a temporary work assignment of specified duration, not to exceed six (6) months, which is made as a result of an industrial or non-industrial physical or emotional condition that has resulted in the employee being unable to perform the essential job duties specified in the employee's job description. Transitional duty assignments are limited to short-term needs of the department as determined by the Fire Chief.

ELIGIBILITY:
The employee must inform the department of the industrial or non-industrial injury as soon as possible or no later than the first regular workday following the injury. If the injury is work-related, the employee has 24 hours to complete the required injury forms and return them to Administrative Services.

To be eligible for transitional duty, the employee must provide a physician's statement on the required CITY form, available from the Administrative Services Department that indicates the general nature of the injury or illness and all required work restrictions.

The employee must comply with work restrictions that the physician specifies. The Fire Chief may request clarification of work restrictions from the physician. Unless otherwise specified by the Department, the employee shall provide an updated physician's statement after each doctor's appointment.

The Department may require a separate medical evaluation performed by a CITY physician at CITY expense. Such evaluations shall be the final determination as to duration and duties of all limited duty work assignments.

When more than one employee at any given time is requesting light duty work, employees injured as a result of work-related incidents or activities will be given priority over those not cleared for full duty due to non-work related injuries or illness. The Department will comply with the law to provide a "reasonable accommodation" for "qualified individuals" under the ADA who have non-industrially related injuries or illnesses.

ASSIGNMENT:

Transitional duty assignments for all employees will be available only when there is a specific short-term need, not to exceed six (6) months.

An assignment will be considered transitional duty when it is temporary 'medically suitable' and it is within a classification for which the employee meets the minimum requirements.

Transitional duty employees will not work overtime assignments or holidays without the express permission of the employee's Division Chief.

An injured worker's position will not be kept open indefinitely. However, the department will first exhaust all reasonable alternatives to hiring permanent replacements.

SALARY:

Employees performing in a transitional duty capacity shall continue to receive the regular pay of their regular assignment. Therefore, they shall not be eligible for workers' compensation, temporary disability benefits, industrial leave pay, or specialty pay during this period. Specialty pay is pay as defined in the CFA Memorandum of Understanding.

APPROVAL OF TRANSITIONAL DUTY:

Upon approval for limited capacity assignment by a physician, the employee's Division Chief shall determine if a specific short term need exists in an appropriate assignment which complies with the eligibility requirements of this policy. If eligibility requirements can be met, the Fire Chief may permit a temporary assignment to transitional duty. If so, a written recommendation will be made to the Fire Chief. Fire Chief may, in his sole discretion, approve those transitional duty assignments deemed to be in the best interest of the CITY.

RETURN TO REGULAR WORK ASSIGNMENT:

Employees assigned to transitional duty will be returned to their regular work assignment on the date that their treating physician returns them to full duty without restrictions.

If the employee's physician releases the employee to work with permanent limitations and the employee is not a "qualified individual with a disability" under state or federal law, the department will determine on a case-by-case basis whether there exists a CITY position which the employee can perform with his or her restriction(s).

PERMANENTLY DISABLED:

The appointing authority and the Human Resources Manager in the Administrative Services Department shall have the responsibility of reviewing, determining and documenting who is a "qualified individual with a disability" under state or federal law.

Whenever a "qualified individual with a disability", who is returning to full duty after a transitional duty assignment, requests a transfer, the appointing authority and the Human Resources Manager in the Administrative Services Department shall have the responsibility of responding to the request.

Appendix B

Coronado Fire Department
Volunteer Reserve Firefighter Program

The purpose of the Volunteer Reserve Firefighter program is to develop, prepare, and evaluate reserve firefighters for possible future employment with the City of Coronado Fire Department, and to provide training opportunities for Firefighter/Paramedic candidates. Secondarily, the Volunteer Reserve Firefighter program provides supplement City staffing in both emergency and non-emergency operations. Volunteer Reserve Firefighters will not be used to replace regular full time personnel to meet constant staffing or apparatus staffing requirements as described in Article 11 of this Memorandum of Understanding. A Volunteer Reserve Firefighter will not be permitted to operate as the second person on the ambulance or as the third person on the engine.

The following list identifies the minimum requirements for participants in the Volunteer Reserve Firefighter program:

- Age: 18 years of age at time of application.
- Education: High school graduate or equivalent (GED).
- Certifications: Possession of a valid San Diego County EMT-1A.
- Paramedic: San Diego County Paramedic Accreditation Highly Desirable.
- License: Must have and maintain a valid, unrestricted Class C California driver's license.
- Residence: Shall reside within San Diego County.
- Telephone: Must have a working telephone in their residence and keep current number updated with the Fire Department.
- Occupation: Employment or involvement with occupations that may be considered a conflict of interest or which may impair performance or discredit either the City or Department are unacceptable.
- Certification of ability to work in the United States: Prior to employment, applicants must demonstrate, as required by law that they are legally able to work in the United States.
- Uniforms and Safety Shoes: Volunteer Reserve Firefighters are responsible for purchasing their own uniform and safety shoes. Approximate cost totaling $500.

Appendix C

Coronado Firefighter's Association
Salary Schedule

Effective Fiscal Year 2015-2016

	A	B	C	D	E	F	G
Fire Captain	$2,914.42	$3,060.14	$3,213.15	$3,373.81	$3,542.49	$3,719.62	$3,905.60
Fire Engineer	$2,484.09	$2,608.30	$2,738.72	$2,875.65	$3,019.43	$3,170.40	$3,328.92
Firefighter	$2,166.97	$2,275.31	$2,389.07	$2,508.52	$2,633.96	$2,765.65	$2,903.93
Firefighter/Paramedic	$2,459.50	$2,582.48	$2,711.60	$2,847.18	$2,989.53	$3,139.02	$3,295.97

Effective Fiscal Year 2016-2017

	A	B	C	D	E	F	G
Fire Captain	$2,972.70	$3,121.34	$3,277.41	$3,441.28	$3,613.34	$3,794.01	$3,983.71
Fire Engineer	$2,533.77	$2,660.47	$2,793.49	$2,933.16	$3,079.82	$3,233.81	$3,395.50
Firefighter	$2,210.30	$2,320.82	$2,436.86	$2,558.69	$2,686.64	$2,820.97	$2,962.01
Firefighter/Paramedic	$2,508.69	$2,634.13	$2,765.83	$2,904.12	$3,049.32	$3,201.80	$3,361.89

Effective Fiscal Year 2017-2018

	A	B	C	D	E	F	G
Fire Captain	$3,032.15	$3,183.77	$3,342.96	$3,510.11	$3,685.61	$3,869.89	$4,063.38
Fire Engineer	$2,584.45	$2,713.68	$2,849.36	$2,991.82	$3,141.42	$3,298.49	$3,463.41
Firefighter	$2,254.51	$2,367.24	$2,485.60	$2,609.87	$2,740.37	$2,877.39	$3,021.25
Firefighter/Paramedic	$2,558.86	$2,686.81	$2,821.15	$2,962.20	$3,110.31	$3,265.84	$3,429.13

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Exhibit C

Memorandum of Understanding

Coronado Police Officers' Association

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Memorandum of Understanding

CORONADO POLICE OFFICERS' ASSOCIATION

&

THE CITY OF CORONADO

Fiscal Years 2015-16 through 2017-18

MEMORANDUM OF UNDERSTANDING

CORONADO POLICE OFFICERS' ASSOCIATION

Table of Contents

Article	Description	Page
1	Parties to Memorandum of Understanding	3
2	Recognition (classifications represented)	3
3	Implementation	3
4	Terms of Memorandum of Understanding	4
5	Severability	4
6	City Rights Clause	4
7	Nondiscrimination	5
8	Work Week/Work Day	6
9	Overtime	7
10	Holidays	9
11	Cafeteria Benefits	10
12	Educational Incentives	10
13	Uniform, Clothing and Safety Equipment	12
14	Special Assignments and Special Assignments Pay	12
15	Out-of-Class Pay	14
16	Annual Leave (effective July 8, 1995)	14
17	Bereavement Leave	16
18	Court Leave	17
19	Military Leave	17
20	Retirement Benefits	18
21	Salaries	19
22	Grievance Procedure	19
23	Performance Evaluations and Appeals	21
24	Payroll Deduction	22
25	Employee Rights	22
26	Continuation of Wages, Hours and Fringe Benefits	23
27	Employee Assistance Program	23
28	Revisions to Civil Service Rules and Administrative Procedure	23
29	Background, DMV Checks and Citizen Complaints	24
30	Scheduling	24
31	Workers Compensation - 4850	24
32	Renegotiation	25
33	Per Diem Expenses	25
34	Fitness For Duty Examinations	25
35	Family Leave	26
36	Americans with Disabilities Act	26
37	Drug-Free Workplace Statement	27

ARTICLE 1

PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Authorized Management Representatives (hereinafter referred to as "Employer") of the City of Coronado (hereinafter referred to as the "City"), and the Coronado Police Officers' Association (hereinafter referred to as "CPOA" or the "Association").

ARTICLE 2

RECOGNITION

The CORONADO POLICE OFFICERS' ASSOCIATION is hereby recognized as the representative for employees of the Police Department of the City of Coronado employed in the following classifications:

Animal Services Officer
Evidence and Property Technician
Police Dispatcher
Police Dispatch/Records Assistant
Police Services Officer (PSO) I/II
Police Officer
Police Sergeant
Police Corporal

It is understood that provisions of this MOU do not apply to temporary personnel.

ARTICLE 3

IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties hereto to the City Council, and this MOU shall be of no force or effect until ratified and approved as appropriate by the City Council and ratified by the CPOA. Subsequent to the ratification of this MOU by the City Council, the City Council shall amend all ordinances, rules, policies and procedures necessary to conform the said ordinances, rules policies and procedures to the terms of this MOU. Should there be any conflicts between the terms of this MOU and the ordinances, rules, policies and procedures for the City, this MOU shall be controlling.

ARTICLE 4

TERMS OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be effective beginning July 1, 2015 or the first full pay period following ratification by both the City and the CPOA, whichever is later and continue through June 30, 2018. The parties have agreed to the concept of having the financial terms of Memoranda of Understanding run concurrently with City pay periods.

For purposes of this MOU, the word "year" shall mean "fiscal year" unless specifically stated as "calendar year."

ARTICLE 5

SEVERABILITY

If any section, sub-section, subdivision, sentence, clause or phrase of this MOU is, for any reason, held by a court of competent jurisdiction to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of the MOU. The City and Association shall initiate meet and confer within thirty (30) days to rewrite said section.

ARTICLE 6

CITY RIGHTS CLAUSE

1. The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of the MOUs or by law to manage the City, as such rights existed prior to the execution of the MOU. The sole and exclusive rights of Management, as they are not abridged by the Agreements or by law, shall include but not be limited to the following rights:

    a. To manage the City generally and to determine the issues of policy.

    b. To determine the existence or non-existence of facts which are the basis of the Management decision.

    c. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services.

    d. To determine the nature, manner, means, and technology, and extent of services to be provided to the public.

    e. Methods of financing.

    f. Types of equipment or technology to be used.

    g. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.

h. To determine and change the number of locations, and types of operations, processes, and materials to be used in carrying out all City functions including but not limited to the right to contract for or subcontract any work or operation for the City.

i. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.

j. To relieve employees from duties for lack of work or other legal non-disciplinary reasons.

k. To establish and modify productivity and performance programs and standards.

l. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City disciplinary procedures.

m. To determine job classifications and to reclassify employees.

n. To hire transfer, promote, and demote employees for legal non-disciplinary reasons in accordance with the MOUs.

o. To determine policies, procedures, and standards for selection, training, and promotion of employees.

p. To establish employee performance standards including but not limited to quality and quantity standards; and to require compliance therewith.

q. To maintain order and efficiency in its facilities and operations.

r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.

s. To take any and all necessary actions to carry out the mission of the City in emergencies.

2. Nothing in Section 1 is intended to abrogate or to conflict with the Civil Service Rules as approved by the Civil Service Commission and adopted by the City Council.

ARTICLE 7

NONDISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, disability, religion or Association membership or lawful Association activity. It is further agreed that no employee will be discriminated against

because of exercising his/her rights specified in the Employer-Employee Relations Policies of the City, rights specified in this MOU and rights granted by the laws of the State of California or the Constitutions of the State of California or the United States.

ARTICLE 8

WORK WEEK/WORK DAY

1. At the discretion of the Chief of Police, any of the represented classifications may be allowed to work the alternate work schedules listed below:

   (a) **Traditional:** Five (5) eight (8) hour shifts during a seven day period, including two (2) fifteen-minute paid rest periods and one half-hour paid meal break;

   (b) **Nine/Eighty:** Eight (8) nine (9) hour days and one (1) eight (8) hour day during a fourteen (14) day period with the work week ending at noon on the eight hour day, including two (2) fifteen-minute paid rest periods and one half-hour paid meal break;

   (c) **Four/Ten:** Four (4) ten (10) hour shifts during a seven day period, including two (2) fifteen-minute paid rest periods and one half-hour paid meal break;

   (d) **Three/Twelve:** Eighty (80) hours during each two week pay period with six (6) twelve and one-quarter (12.25) hour days and one (1) six and one-half (6.5) hour day during the pay period and including two (2) fifteen-minute paid rest periods and one half-hour paid meal break; or

   (e) **Twenty Eight Day (Sworn only):** For sworn employees only, one hundred and sixty (160) hours in a 28 day work schedule with twelve (12), twelve and one-half hour (12.5) hour days and one (1) ten (10) hour day during the pay period (commonly referred to as a "3/12" work schedule), including two (2) fifteen-minute paid rest periods and one half-hour paid meal break.

2. All sworn employees shall receive a paid "roll call" period.

3. The work schedules described above are in no way intended to set forth the "work period" as defined under the Fair Labor Standards Act.

4. Once assigned to a work schedule, employees may be reassigned to the original or alternate work schedule with 60 days notice, except in the case of an emergency. In the case of an emergency, the Chief shall provide as much notice as is reasonably possible of the work schedule change.

5. For purposes of this MOU, employees receiving paid rest and meal breaks shall have the right to uninterrupted rest and meal breaks except in the following circumstances.

(a) Employees engaged in meal or rest breaks shall take appropriate action when made aware of any actual crime in progress or incident which, unless appropriate action is taken, would jeopardize the health or safety of any member of the public.

(b) Employees engaged in meal or rest breaks may also be required to interrupt such breaks to respond to any incident (such as medical aid or accident calls) where health/safety may be in jeopardy.

(c) Normally employees on said breaks will not be called upon to respond if other unit(s)/personnel are available. However, even if other unit(s)/personnel are available they may be called upon to respond on "back up" or "cover" units if, in the opinion of the Department, such a response is necessary to employee safety.

6. Based upon the requirements of items 5(a) through (c) above, it will be necessary for employees on breaks/meals to confine such breaks/meals to the geographical areas defined in current Department procedures and remain available by radio or telephone.

7. For the purposes of compliance with the Fair Labor Standards Act (FLSA), a "7K exemption" is declared and a work period of fourteen (14) days is established for sworn personnel. Non-sworn personnel are on a seven day work period schedule.

ARTICLE 9

OVERTIME

Overtime shall be paid at the rate of 1.5 times the normal rate for all hours worked in a single day in excess of the normally scheduled work day described in Article 8 above.

The smallest unit of time credited as overtime shall be one-quarter (1/4) of an hour. Overtime worked that is less than one-quarter (1/4) of an hour shall be credited as one-quarter (1/4) of an hour. All overtime worked shall be rounded upward to the nearest one-quarter (1/4) of an hour. The overtime credit must be for work definitely ordered or approved by the appointing authority or his/her designated representative.

All employees in classifications represented by the Coronado Police Officers' Association shall be compensated for all overtime required to be performed in excess of the established work period at the rate of time and one-half.

Overtime shall be paid based on the “regular rate” to the extent required by the FLSA which includes investigative pay, assigned translator pay (AT), education pay, holiday-in-lieu pay, Traffic Sergeant pay, Senior Officer pay and eligible Motor Officers receiving specialty pay in lieu of a take home motorcycle.

All overtime shall be payable in cash or compensatory time, except as limited by the FLSA. Employees will be allowed to accumulate no more than one hundred and forty (140) hours of compensatory time. If assigned overtime worked is associated with a grant or task force the overtime shall be paid in cash only.

The final determination regarding whether an employee earns compensatory time or pay will be retained by the City. Consideration will be given to employee preference, accumulated compensatory time balance, and availability of overtime funds. Use of compensatory time will be in accordance with department service needs, rules for scheduling, and FLSA.

Commercial Activity/Special Events

Police personnel assigned to duty during a commercial activity special event wherein a condition of the event permit is that the City be reimbursed for the cost of police services, will be compensated at double time (2 times regular rate of pay) for the overtime worked on the event. Commercial activity special event shall mean all events not sponsored by either the City or a bona fide nonprofit organization, as defined by IRS Code Section 501c_(3). Commercial activity/special event shall mean all events not sponsored by either the City or a bona fide nonprofit organization, as defined by IRS Code Section 501c (3).

Call Back Overtime and Off-Duty Court Appearance

The appointing authority may order an employee to perform overtime work at the beginning or following completion of a regular shift. Call-back overtime is defined as any overtime separated by at least l/2 hour from any other time actually worked. All employees who are so ordered to perform overtime work and who have been called back to duty after the completion of a regular work shift shall be paid at one and one-half times the regular hourly rate for a minimum of three (3) hours, provided that there does not exist a state of emergency proclaimed by the City Council or the Mayor. The three hour minimum will not apply where overtime is performed as an extension either at the beginning or at the end of a regular work shift or as Telephone Stand-by as described in the section below:

Court "Dead Time" Pay

Employees will be paid at one and one-half times the hourly rate for a minimum of four (4) hours when required to appear in person, at court, in the morning immediately following a night shift.

Telephone Stand-By

An employee who is scheduled by the court or the Department of Motor Vehicles (DMV) for telephone stand-by will be paid for actual hours worked with a one (1) hour minimum. The starting time for computing telephone stand-by pay will be the time scheduled by the court or the DMV.

ARTICLE 10

HOLIDAYS

The City observes the following days as paid holidays:

Recognized Holiday	When Observed
New Year's Day	January 1
Martin Luther King Birthday	January 15
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving	Friday Following Thanksgiving Day
Christmas Day	December 25

In lieu of a day off with pay for the aforementioned holidays, the City will provide pay to all represented personnel equal to 5.0% of the regular rate of pay, referred to hereafter as "holiday-in-lieu" pay.

Essential personnel, primarily those employees working in Dispatch or Patrol, but defined more specifically as those employees who are required to be at work on one of the recognized holidays listed above, shall be paid a holiday premium of 1/2 their regular rate of pay for all hours worked on the holiday (Effective September 10, 2011, the recognized holiday is observed on the actual day of the holiday, shown in the right column in the above chart)). Non-essential personnel who work on a holiday will not receive the holiday premium.

In addition to holiday-in-lieu pay, all represented personnel will be provided two "floating" holidays, not to exceed nine (9) hours each, one of which is in recognition of Cesar Chavez Holiday. The floating holidays will be credited on the first pay period of each fiscal year and may be used by each employee at his or her discretion subject to the following conditions:

1. To be used within the fiscal year in which it is earned (not cumulative).

2. To not interfere with normal department or City operations.

3. Date to be approved by the employee's supervisor in advance.

Employees whose scheduled work day falls on a holiday who wish to take the holiday off or who wish to attend religious services must request the time off in advance (annual leave, compensatory leave, or floating holiday), in compliance with Department leave request procedures. Employees will not be required to take the day off on a holiday.

ARTICLE 11

CAFETERIA AND OTHER BENEFITS

For the 2015 plan year, the City is providing a cafeteria benefit program. CPOA members receive funds totaling $1,198 per month, equal to that which is provided to Self-Represented Employees, with which to purchase health and related benefits and which are further described below. Beginning with the plan years 2016, 2017, and 2018, the City will provide plan benefits to the CPOA membership which are equal to those provided to Self-Represented Employees.

The City shall make available the CalPERS Health Plan from which eligible employees may select health insurance coverage. Any insurance coverage selected which cost more than the Annual Benefit Allotment provided by the City will be paid for by the employee. At the discretion of the employee, payment shall be accomplished either through deductions withheld from the bi-weekly paycheck or as a lump-sum deduction from gross salary prior to tax withholding.

The City will provide short term disability and long term disability policies for non-sworn employees (Animal Services Officer, Dispatch/Records Assistant, Police Dispatcher, Police Services Officer I/II, and Property and Evidence Technician) with an option for individuals to purchase enhanced long term disability insurance through the Cafeteria Plan (based on medical history).

The Cafeteria Plan offers reimbursement for certain expenses as explained in the annual Open Enrollment and Cafeteria Benefit Plan memorandum from the Director of Administrative Services. Only the remaining balance of the Annual Benefit Allotment will be available for reimbursement of IRS eligible expenses.

In anticipation of changes brought about by the Affordable Care Act and particularly by the anticipated Cadillac Tax expected in 2018, the City is evaluating alternative methods for delivering health benefits to its employees. Nothing herein shall prevent the City and the CPOA from mutually agreeing to the provision for different health insurance benefits to employees covered by this MOU, during the term of this MOU, so long as the benefit levels remain approximately equal.

ARTICLE 12

EDUCATIONAL INCENTIVES

All employees covered by this MOU shall be allowed to receive Tuition Reimbursement as set forth in Administrative Procedure #131. Employees represented by the Association shall be eligible for reimbursement of up to a maximum of $1,000 per year. Expenses approved in excess of One Thousand Dollars ($1,000) will roll forward to be paid in the following fiscal years, so long as the employee remains employed with the City. Both regular college courses leading to a degree and non-graded classes or short-term seminars that benefit the employee in performance of City work are eligible for reimbursement per Administrative Procedure #131. It is understood that the aggregate amount of tuition reimbursement is subject to departmental budget limitations.

The following P.O.S.T. Certificate incentive pay amounts, effective September 11, 2011, shall be available to Police Sergeants, Police Corporals, and Police Officers who have attained the necessary P.O.S.T. certification in one of the following categories:

1. Intermediate P.O.S.T. Certificate Incentive Pay: This incentive pay amount is set at one-hundred fifty dollars ($150) per month. The eligibility for this incentive will continue after the attainment of the certificate provided the employee completes a minimum of three (3) units of continuing education each fiscal year until the employee obtains an Associate's degree (AA) or Bachelor's Degree; or

2. Advanced P.O.S.T. Certificate Incentive Pay: This incentive pay amount is one-hundred ninety dollars ($190) per month; or

3. Advanced P.O.S.T. Certificate Incentive Pay with Associates Degree: This incentive pay amount is two-hundred seventy dollars ($270) per month if the employee also has an Associate's Degree (AA).

4. Advanced P.O.S.T. Incentive Pay with Bachelor's Degree: This incentive pay amount is three-hundred thirty dollars ($330) per month if the employee has a Bachelor's Degree or completes a minimum of three (3) units each fiscal year until the employee obtains a Bachelor's Degree.

Effective September 10, 2011, P.O.S.T. Certificate incentive pay shall be available to employees classified as Dispatcher and Dispatch/Records Assistant who have attained the necessary P.O.S.T. dispatching certification in one of the following categories:

1. Intermediate P.O.S.T. Certificate incentive pay at a rate of seventy-five dollars ($75) per month; or

2. Advanced P.O.S.T. Certificate incentive at a rate of one hundred dollars ($100) per month; or

3. Advanced P.O.S.T. Certificate incentive at a rate of one hundred fifty dollars ($150) per month if the employee also has an Associate's Degree (AA) or Bachelor's (BA) degree.

For purposes of this provision, P.O.S.T. courses shall qualify for continuing education units. Nothing in this article allows an employee to receive both Intermediate and Advanced P.O.S.T. Incentive pay concurrently.

All eligible employees are responsible for seeking P.O.S.T. Certificates in a timely manner and to ensure follow-up for application to P.O.S.T. Payment of incentive will commence on the second full pay period following the department's receipt of proof of award of certificate.

ARTICLE 13

UNIFORM, CLOTHING AND SAFETY EQUIPMENT

For newly-hired, sworn employees, uniform allowance will be "paid" as a credit at one or more area uniform stores for use to acquire uniform items specified in Department Uniform requirements except safety items provided by the Department (e.g. weapon, baton, raincoat, etc.). Effective July 1, 2007, the dollar amount of credit available to newly-hired, sworn employees for uniform purposes will be eight-hundred dollars ($800).

All current, sworn employees will receive eight-hundred and fifty dollars ($850) as an annual cash payment during the second pay period in August.

Police Services Officers (PSOs) and the Animal Services Officer (ASO) will receive seven-hundred Dollars ($700) as an annual cash payment during the second pay period in August. Newly hired PSOs and the ASO will receive a six-hundred dollars ($600) uniform and safety allowance as a store credit prior to the beginning of the first day of employment to pay for the initial purchase of uniforms.

If a new employee terminates his or her position or is terminated by the City prior to the completion of probation, all uniforms, clothing and safety equipment acquired through the Uniform Store Credit program shall become the property of the City. Included in the equipment returned to the City shall be any city-owned firearm and safety equipment.

The department will provide one pair of gloves and two pairs of glasses (one clear, one dark) to motorcycle officers as part of the motorcycle duty uniform. The department will provide motorcycle uniforms for motorcycle officers and replace, as necessary, subject to inspection and decision by the department management. Replacement of uniform items shall be subject to reasonable cost limitations.

The City will supply the Evidence Technician with a clean lab coat and/or overalls. Dispatchers will be required to follow appropriate business dress code standard developed by police administration.

ARTICLE 14

SPECIAL ASSIGNMENTS AND SPECIAL ASSIGNMENTS PAY

~~1. The Police Chief shall designate up to five (5) sworn Police Officers as "Senior Officers." These Senior Officers shall serve as training officers for assigned department personnel. They shall also serve as Acting Watch Commanders when necessary. Senior Officers shall receive an additional five percent (5%) in salary for the duration of their assignment. The department shall determine the criteria for selection and the duration of the assignment(s).~~

1. All Police Dispatchers and Dispatch/Records Assistants assigned to the duties of Field Training Officer shall receive one dollar ($1.00) per hour while assigned one or more trainees.

2. Motorcycle Duty Assignments:

   a. Police Officers assigned to motorcycle duty may elect to take their assigned motorcycles home or receive a five percent (5%) specialty pay.

      Those who elect to take their motorcycle home, shall receive three (3) hours within each full pay period worked, in recognition of care and maintenance time given the equipment on a routine basis. This credit can be implemented by release from work hours three (3) hours early on one day within the pay period or distributed within the pay period at the discretion of the unit supervisor.

      The parties have discussed and agreed that the three (3) hours of on-duty time credit per pay period allowed approximates the actual time spent by officers, who take the equipment home, on routine care and maintenance. As described below, primary care and maintenance practices on site during work hours will be determined by the Chief of Police in consultation with the advisory group.

   b. Currently assigned motor officers who desire to take assigned motorcycle home will sign a statement to the Police Chief confirming that such take home use is for the personal benefit and convenience of the Officer. Take home motorcycles will only be allowed to be stored within the County of San Diego.

      Motorcycle officer appointments with no take-home motorcycle privileges will receive specialty pay at the rate of 5% above the officer's base pay while assigned to work as a motorcycle officer as a regular assignment.

      The election to take the motorcycle home or receive the specialty pay shall be made within 15 days of notification of the assignment or between June 15 and 30 of each fiscal year. No changes will be permitted at other times.

      Motorcycles shall not be used for non-work-related activities.

3. Police Officers, Police Corporals, and Police Sergeants shall receive five percent (5%) above their regular pay while assigned to work as an investigator as a regular assignment.

5. The City shall designate qualified Police personnel as "Assigned Translators" (AT). An employee so designated shall receive a premium of fifty cents ($.50) per hour worked. Any employee designated by the department as an AT after the effective date of this MOU must pass a proficiency test approved by the department. The department will create a procedure within 90 days of the execution of this MOU. The department will determine the need for the foreign or sign language.

   The criteria for AT assignment shall be determined by the Police Chief.

6. The Police Sergeants designated as "Traffic Sergeant" shall receive five percent (5%) above their base pay while assigned this duty as a regular assignment.

7. Police Officers, Police Corporals, and Police Sergeants shall not receive special assignment premium pay while working a light duty assignment.

8. All specialty pay provisions are only for the duration of the specialty assignment to which they apply. It is understood that such specialty pay will terminate upon rotation out of the specialty assignment and that termination of specialty pay or assignment is not punitive.

ARTICLE 15

OUT-OF-CLASS PAY

Out-of-class assignments are defined as temporary assignments to a "higher level classification". A "higher level classification" is a classification with a higher salary range.

Employees who are assigned to work out-of-class for a period of less than a full two week pay period shall be compensated at their regular rate of pay plus a premium equivalent to 5% of the top step for their normal classification for each hour worked in the out-of-class assignment.

Employees who work in an out-of-class assignment for a full two week pay period or more shall be compensated at a rate of 5% above their current pay step.

After each new MOU the hourly rate of compensation for working out-of-class will be reviewed and any necessary adjustments due to pay increases shall be made.

ARTICLE 16

ANNUAL LEAVE

It is agreed that leave shall be earned under a program which replaced annual vacation and sick leave in July, l995. An employee with a sick leave balance accrued at that time will be able to use that accrual for eligible absences. The provisions of annual leave are set out in Rule VI, Section 15, of the Civil Service Rules.

The accrual rate for annual leave shall be:

Equivalent Years of Service	Equivalent Biweekly Accrual	Hours Per Year
Hire to 5	5.54	144
6-10	7.38	192
11-19	8.31	216
20 +	8.92	232

An employee may be allowed to accumulate a maximum of 480 hours of annual leave. No employee shall suffer a loss of annual leave or have his/her annual leave accumulation capped without having been provided a reasonable opportunity to take annual leave in order to reduce the accumulation.

Employees may request annual leave for times convenient to the employee but shall only be granted if the needs of the Department allow the employee to be off during the requested time.

1. Notification for Usage of Annual Leave for Sick Leave Purposes:

Leave may only be used in quarter hour increments. No paid leave shall be granted in excess of the employee's sick leave and/or annual leave credit. An employee may be granted sick leave with pay only for illness, injury or exposure to contagious disease which incapacitates him or her for work. Employees represented by CPOA, who are assigned to the day shift, may use a maximum of two (2) hours of sick leave per appointment for routine medical and dental care. Any time used in excess of two (2) hours shall be taken in annual leave, compensatory time or leave without pay.

In order to receive compensation while on sick leave, the employee shall notify his/her immediate supervisor or the Police Chief, or in the event of the unavailability of either, the senior representative available, prior to or not later than the beginning of the employee's work shift. An employee in the public safety activities shall notify as above at least two (2) hours prior to the time set for the beginning of his/her daily duties. The Police Chief may waive the above requirement if in his/her opinion an emergency or other exceptional circumstance so warrants.

When absence is for more than three (3) consecutive work shifts, the employee shall be required to furnish a physician's statement on a form provided by the employer indicating the nature and the duration of incapacity in order to be eligible for sick leave benefits. The Director of Administrative Services or the Police Chief may require a physician's statement to be completed on a form provided by the City at any time if an employee is suspected of abusing sick leave privileges. Sick leave with pay shall be authorized by the Police Chief subject to verification of the employee's eligibility by the Director of Administrative Services.

Any sick leave certificate shall be completed and signed by a doctor licensed to practice in California. In the event an employee becomes ill or injured out of state and a sick leave certificate is required, the doctor must be licensed in the state/county in which the accident/illness occurred.

The City may require a "second opinion" from a doctor selected by the employee from a panel supplied by the City. This second opinion would be at the City's expense and requested only upon reasonable justification by the Chief of Police.

2. Eligibility for use of Remaining Sick Leave Balances

All eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service; provided that if such separation is by layoff, his/her accumulated

eligibility may be restored to him/her in whole or in part by the Civil Service Commission upon re-employment.

An employee who becomes incapacitated for work due to his/her illness or injury for more than three (3) consecutive calendar days while on paid annual leave for vacation purposes may substitute his/her sick leave credits for annual leave provided his/her request for sick leave substitution is accompanied by a doctor's statement or other evidence satisfactory to the Director of Administrative Services verifying the incapacity.

3. Sick Leave Conversion

After an employee has accumulated seventy-five percent (75%) of the maximum amount of sick leave allowed, he/she may elect to trade in three (3) days of sick leave for one (1) day of vacation only for that portion of his/her sick leave balance that is in excess of the 75% of the maximum allowed accrual.

4. Holidays During Annual Leave Usage

Except in the case of terminal annual leave, paid holidays immediately preceding, immediately following or wholly within the leave period shall not be regarded as part of annual leave.

5. Annual Leave Conversion

An employee may convert up to forty (40) hours of accumulated annual leave to cash each fiscal year. After five (5) years of service, may convert up to eighty (80) hours of annual leave to cash each fiscal year. Any conversion is subject to budget allocation.

6. Terminal Annual Leave Pay

Upon separation from service for any cause, an employee shall be entitled to pay in lieu for the number of accumulated annual leave hours credited to his/her account under the provisions of this rule. All annual leave granted upon completion of an employee's last day of work shall be a lump sum payment termed "terminal annual leave pay."

If, in the case of retirement, the employee elects to place himself/herself on terminal annual leave, the period of terminal annual leave shall be considered in computing currently earned annual leave. The right to elect to be placed on terminal annual leave is restricted to those employees separating from City service through service retirement.

ARTICLE 17

BEREAVEMENT LEAVE

Effective July 1, 2015, represented employees may receive bereavement leave equal to that which is provided to Self-Represented employees, which is as follows:

a. The City of Coronado will provide up to twenty-four (24) hours of bereavement leave if he/she is required to be absent from duty due to the death of a member of the

employee's immediate family, without loss of base pay or deductions from other leave balances.

b. Additional leave, utilizing the employee's leave balances, may be authorized by the Department Director or designee.

c. The term "immediate family" shall be defined as: spouse, child, parent, sibling, grandparent; the aforementioned either natural, legally adopted, step or in-law, or any person over which the employee acts as legal guardian; or similar relationships as determined by the City Manager or designee.

d. The employee may be required to submit proof of the relative's death, such as an obituary or funeral program.

e. The employee shall provide as much notice to his/her supervisor of the necessity to use this leave as is reasonable under the circumstances.

f. The employee's use of bereavement leave in full compliance with this provision shall not be reflected in his/her performance evaluation nor shall it result in disciplinary action.

ARTICLE 18

COURT LEAVE

An employee, other than one paid on an hourly or daily basis, who is required to serve as a juror, or as a witness who is not a party to a court action, shall be granted leave for such purpose upon presentation of proof of the period of his/her required attendance to the Police Chief and the Personnel Officer. The employee shall receive full pay for the time he/she serves on court duty. Request for such leave shall be made upon leave forms. This provision shall not include persons who serve in the capacity as a paid professional or paid expert witness.

ARTICLE 19

MILITARY LEAVE

City officers or employees who are also members of the armed services or militia or organized reserves of this state or nation, shall be entitled to the leaves of absence and the employment rights and privileges required by the Military and Veterans Code of the State of California, Attorney General Opinions, and court decisions.

ARTICLE 20

RETIREMENT BENEFITS

A. The City will comply with the Public Employees' Pension Reform Act of 2012.

B. The CITY contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits to all members of the CPOA. The City agrees to provide the CalPERS "3% at age 50" retirement benefit for all police safety members (sworn) hired prior to January 1, 2013 and to all members hired after January 1, 2013 that meet the definition of a "classic" member as determined by CalPERS. The City agrees to provide the CalPERS "3% at age 60" retirement benefit for all miscellaneous non-safety (non-sworn) members hired prior to January 1, 2013 and to all members hired after January 1, 2013 that meet the definition of a "classic" member as determined by CalPERS.

In compliance with the Public Employee Pension Reform Act of 2012, the City will provide to all safety (sworn) employees hired after January 1, 2013, who do not meet the CalPERS definition of a "classic" member the "2.7% at age 57" retirement benefit. For all non-safety (non-sworn) employees hired after January 1, 2013, who do not meet the CalPERS definition of a "classic" member, the City will provide the "2% at age 62" retirement benefit.

C. Effective September 10, 2011 employees shall be responsible, through payroll deduction, for paying the member contribution to CalPERS. For police safety members hired prior to January 1, 2013 and members defined as classic members, this amount is 9% of wages. For miscellaneous non-safety members hired prior to January 1, 2013 and members defined as classic members this amount is 8% of wages. This contribution will be made on a pre-tax basis.

Employees hired after January 1, 2013 and who are not classic members, will pay the required cost sharing member contribution established by CalPERS.

The City shall pay for the employer's contribution required by the CalPERS to maintain enrollment of all non-sworn employees in the CalPERS 3%@60 program and to continue these contributions.

The City agrees to pay for the employer's contribution required by CalPERS to enroll all employees in their respective retirement plan and to continue these contributions.

The City provides the retirement benefit which allows CalPERS safety members represented by the CPOA the option to purchase Military Service Credit as public service under Government Code Section 20930.3. Employees will pay both the employer's and the employee's portion of any Military Service Credit purchase.

As the City historically paid the member contributions required by CalPERS, effective on or about July 1, 2009, as a benefit to all sworn employees, the City began reporting the Employer Paid Member Contribution ("EPMC") as compensation for retirement purposes. Effective September 10, 2011, employees began paying the member contributions, which will cause the City to suspend reporting of EPMC as compensation, pending any future changes to the payment of the member contribution.

ARTICLE 21

SALARIES

Effective the first pay period after July 1, 2015, (pay period beginning June 27, 2015) represented employees shall receive a three percent (3%) base salary increase. For each of the next two fiscal years, effective in the first pay period of the fiscal year, all represented employees shall receive base salary increases of two percent (2%).

ARTICLE 22

GRIEVANCE PROCEDURE

Reviewable and Non-Reviewable Grievances

1. To be reviewable under this procedure, a grievance must:

    a. Concern matters or incidents that have occurred.

    b. Result from an act of or omission by management regarding working conditions or other aspects of employer/employee relations over which the head of the department has control.

    c. Arise out of specific situation, act or acts complained of as being unfair which result in inequity or damage to the employee.

    d. Result from an interpretation of or the implementation of a provision or provisions of this MOU other than any item specially excluded under Section (2) below.

    e. Specify the relief sought, which relief must be within the power of the Police Chief or City Manager to grant in whole or in part.

2. A grievance is not reviewable under this procedure if it is a matter which would require the modification of a policy established by the City Council or by law, or is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:

    a. Applications or changes in title, job classification or salary;

    b. Appeals from formal disciplinary proceedings;

    c. Appeals arising from work performance evaluations;

    d. Appeals arising out of Civil Service examinations.

Special Provisions of the Grievance Procedure

1. In presenting his/her grievance, the employee shall follow the sequence and the procedure outlined in this article.

2. The employee shall discuss his/her grievance with his/her immediate supervisor as soon as reasonable after the act or omission of management causing the grievance.

3. The written grievance shall be submitted on a form to be supplied by the Personnel Officer for this purpose.

4. The grievance shall contain a statement of:

   a. The specific situation, act or acts complained of as being unfair;
   b. The inequity or damage suffered by the employee;
   c. The provision or provisions of this MOU alleged to be breached or misinterpreted, if any; and
   d. The relief sought.

5. The employee may choose someone to represent him/her at any step in the procedure. No person hearing a grievance need recognize more than one (1) representative for any employee at any one time, unless he/she so desires.

6. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.

7. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended. Working days as used in the grievance procedure, shall apply to the work days of the person responsible for an applicable action. In the instance of a conflict with days off, the first applicable working day thereafter for the grievant and respondent, will be deemed timely.

8. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, their grievances shall be handled as a single grievance. The CPOA shall have standing to raise grievances concerning the implementation and interpretation of this MOU on its behalf or on behalf of its members.

9. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed time.

10. The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor, superior or Police Chief, provided he/she observes the provisions of this grievance procedure.

Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance pursuant to this article:

1. The employee shall discuss his/her grievance with his/her immediate supervisor informally. Within two (2) working days, the supervisor shall give his/her decision to the employee verbally.

2. If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the two (2) working days' limit, the employee may within two (2) working days present his/her grievance in writing to his/her supervisor, who shall endorse his/her comments thereon and present it to his/her superior within two (2) working days. The superior shall hear the grievance and give his/her written decision to the employee within five (5) working days after receiving the grievance.

3. If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the five (5) working days' limit, the employee may within five (5) working days present his/her grievance in writing to his/her Police Chief. The Police Chief shall hear the grievance and give his/her written decision to the employee within five (5) working days after receiving the grievance.

4. If the employee and Police Chief cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within five (5) working days' limit, the employee may within five (5) working days present his/her grievance in writing to the City Manager. The City Manager shall within ten (10) working days after receipt of the grievance hear the grievance and render a written decision.

5. If the employee is not satisfied with the decision or recommendation of the City Manager, he/she may within ten (10) working days appeal in writing to the Civil Service Commission. The Commission shall within thirty (30) days after receipt of the appeal hear the appeal and render a final decision.

ARTICLE 23

PERFORMANCE EVALUATIONS & APPEALS

Employees covered by this MOU shall be allowed to appeal performance evaluations to the Police Chief.

The abbreviated semi-annual performance report for employees shall continue to be used as prescribed by the cover sheet to the report.

The Police Chief will not participate in the formal employee evaluation process prior to the review and discussion of the evaluation between the employee and his/her supervisor. The Police Chief will hear appeals of evaluations.

ARTICLE 24

PAYROLL DEDUCTION

It is mutually agreed that the City will, during the term of this MOU, continue to deduct CPOA dues from the salary of each employee covered hereby who files with the City a written Employee Payroll Deduction Authorization requesting that such deduction be made. Remittance of the aggregate amount of all such dues shall be made to the CPOA by the City as soon as possible after the dues have been deducted from the salaries of employees.

Employees covered by this MOU may participate in the City's deferred compensation program.

ARTICLE 25

EMPLOYEE RIGHTS

It is recognized that all employees covered by this MOU have all of the rights, privileges and protections, pertaining to their employee-employer relations, granted to them by the Constitution of the United States and the State of California, the laws of the State of California (including but not limited to the Meyers-Milias-Brown Act), the ordinances, Civil Service Rules and other enactments of the City of Coronado.

It is specifically recognized that the sworn peace officers, subject to this MOU, are entitled to the rights, privileges and protections of the Peace Officer Procedural Bill of Rights (California Government Code Section 3300, et seq.).

Employee Files

The City shall maintain only one (1) employee personnel file, with a duplicate copy maintained in the Police Department. The copy at the Police Department shall include all training records.

All employees shall have the right to review their personnel file at reasonable times by requesting in writing to the Director of Administrative Services.

Employee Representation

An employee shall be allowed to designate a representative to assist said employee in:

1. Preparing and processing of grievances;

2. Preparing and presenting material for disciplinary hearing;

3. Preparing and presenting material for any matter for which representation is granted, pursuant to the Gov. Code Section 3300 et seq. (Public Safety Officers Procedural Bill of Rights).

If said designated representative is an employee, said employee may be allowed reasonable time off without loss of pay. The representative shall not be a person subject to the same investigation.

Conducting of CPOA Activities and Business

Officers or board members will be allowed a reasonable amount of time during work hours for representing bargaining unit grievances, discipline, investigation of an employee's conduct, CPOA Board Meetings and meet-and-confer. Any of these activities conducted outside an employee's normal work hours shall not be considered work time.

The CPOA President, board members and members of the association shall make all requests for information, records, documents or work to be performed on behalf of the CPOA or its members through the Police Chief or in the same manner provided to the public.

ARTICLE 26

CONTINUATION OF WAGES, HOURS AND FRINGE BENEFITS

The parties agree that during the term of this Agreement there will be no change in any matter contained in this contract without the mutual consent of the parties.

The parties further agree that there will be no change made by the City in any matter outside this contract but within the scope of representation (as defined by Government Code Section 3500, et seq.) unless and until the Association has been given advance notice and an opportunity to meet and confer; provided, however, in the event of an emergency (as defined by said statute) such meeting and conferring may occur within a reasonable time after such change.

ARTICLE 27

EMPLOYEE ASSISTANCE PROGRAM

All employees and the City agree that an Employee Assistance Program (EAP) can be of mutual benefit to the City and employees. It is recognized that the City maintains an Employee Assistant Program, which was first implemented in the fiscal year 1986-87.

ARTICLE 28

REVISIONS TO CIVIL SERVICE RULES AND ADMINISTRATIVE PROCEDURE

Changes to Civil Service Rules require approval by the Civil Service Commission prior to implementation. The following proposed changes were agreed to by the CPOA in 2011.

Amend Civil Service Rule IV, Section 12 to provide promotional credit for temporary employees.

ARTICLE 29

BACKGROUND, DEPARTMENT OF MOTOR VEHICLE CHECKS, AND CITIZEN COMPLAINTS

The Association acknowledges that the City has a requirement for background and DMV checks for all new employees. DMV checks for persons selected for promotion shall also be conducted. The Department shall not be limited in its ability to investigate citizens' complaints, even if complaint is unsigned.

ARTICLE 30

SCHEDULING

The Department agrees to make every reasonable effort to avoid scheduling a represented employee more than six (6) consecutive work days at shift change. The Department will entertain suggestions as to schedules that will address this issue in the event that the problem arises. Due consideration will be given to the desires of the individual employee and the needs of the Department.

Shifts may rotate "forward" and the Department management will make every reasonable effort to provide two weeks' notice of shift changes, notwithstanding emergencies or unanticipated circumstances. If the Department has more than two weeks' notice but fails to provide two weeks' notice to the employee, then Department shall pay a ten dollar ($10.00) stipend to the affected employee.

The Department will consider all requests for shift trades, including (if submitted) the reasons for the request and will deny such requests only if for operational reasons (e.g., too many training officers, rookies, or senior officers on one shift, an individual with too much time on one shift or with the same supervisor, etc.). The decision of the Department regarding such requests will be final and not grievable.

ARTICLE 31

WORKERS COMPENSATION - 4850

When a safety employee files a workers compensation claim applicable to Section 4850, the following provisions shall apply when 4850 exceeds thirty (30) calendar days:

1. The Uniform Allowance provided annually on the second pay period in August, will be suspended until such time as the employee returns to full duty and prorated to the nearest month.

2. Earnings from outside employment shall be considered as an offset to 4850 benefits, only to the extent that such earnings exceed those prior to injury pursuant to Outside Employment Statement (Administrative Procedure No. 209). The City shall have discretion to impose this offset in such situations.

Employees on workers compensation 4850 pay will report daily or as determined by the Police Chief by telephone to the Department.

ARTICLE 32

RENEGOTIATION

Should either of the parties to this MOU desire to meet and confer in good faith on the provisions of a successor MOU to this MOU that party shall serve upon the other, within a reasonable time, prior to the expiration of this MOU, its written request to commence meeting and conferring on the terms of a successor MOU.

Upon receipt of such request from either party, the parties shall meet within a reasonable time after receipt of the written request to set up ground rules for the meet and confer process.

ARTICLE 33

PER DIEM EXPENSES

Necessary and reasonable expenses incurred by employees for meals and travel will be reimbursed pursuant to City policies and procedures by the Department when the expense is necessary in order to attend the training, etc., and/or when reimbursed by P.O.S.T. As an example, unless reimbursed by P.O.S.T., meals would not be reimbursed during training in San Diego.

Effective upon agreement of the parties, represented employees shall receive a per diem to cover necessary and reasonable expenses for meals and incidentals for approved training and travel according to the City's Out of Town Travel Policy (Administrative Procedure 126).

ARTICLE 34

FITNESS FOR DUTY EXAMINATIONS

The City shall have the right to require a physical or psychological exam whenever there is a reasonable basis to question an officer's fitness for duty. If the Department intends any adverse action against the employee as the result of such exam, the officer shall have full access to the results of the exam, shall have the option to obtain his/her own evaluation at the employee's expense, and shall have all the rights conferred by the Public Safety Officers Procedural Bill of Rights.

It is understood that: 1) Any fitness for duty exam will only be ordered by the Police Chief, or by a Police Commander when serving as Acting Chief, after conferring with the City Manager; 2) any psychological examination will be conducted by a licensed psychiatrist or psychologist with experience in law enforcement issues; 3) the written report of the psychological examination shall be available initially only to the Chief and City Manager; 4) if the report concludes that the officer is fit for duty, the report will be filed in the employee's personnel file

inside a sealed envelope marked "Results of Fitness for Duty Exam (date) - Only to be opened at the direction of the City Manager"; 5) if the report concludes that an officer is unfit for duty, or if in the joint opinion of the Chief and City Manager material questions are raised about the officer's fitness for duty, then the officer shall have the rights described above; 6) if the psychiatrist or psychologist determines that an officer is fit for duty without qualification, a report will be filed with the City noting only that the officer is fit for duty; 7) if the doctor determines that there are conditions or qualifications to fitness, the report will detail only such qualifications or conditions; 8) if the officer contests a report of "unfit", or the qualifications to fitness, the doctor will provide the officer and the City Manager a full report.

ARTICLE 35

FAMILY LEAVE

The City will establish a policy to conform to the newly enacted Federal Family and Medical Leave Act and California Family Rights Act to provide medical and family leave benefits to employees. The implementation of these laws will not diminish any provision of this MOU or the Civil Service Rules.

ARTICLE 36

AMERICANS WITH DISABILITIES ACT

Because the Americans with Disabilities Act (hereinafter ADA) requires accommodations for individuals protected under the Act and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may require modification in order for the City to avoid discrimination relative to hiring, promotion, granting regular status, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work or other terms and conditions of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Any accommodation provided to an individual protected by ADA shall not establish a past practice nor shall it be cited or used for evidence of past practice in the grievance procedure.

Prior to implementation of any ADA accommodation that would modify any provision of the MOU in order to undertake required accommodation for an individual protected by ADA, the City will provide the Association with written notice of the intended modification, and if requested will allow the Association the opportunity to meet and confer on the City's proposal.

ARTICLE 37

DRUG-FREE WORKPLACE STATEMENT

The City has adopted a Drug Free Workplace Policy in compliance with the Drug Free Workplace Act of l988 which applies to all City employees.

For the Coronado Police Officers' Association	For the City of Coronado
_____	_____
_____	_____
Dated:_____	Dated: _____

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SPECIAL CITY COUNCIL MEETING FOR TUESDAY, JUNE 23, AT 12 PM TO FURTHER DISCUSS THE CITY COUNCIL'S DIRECTION AND CONCERNS WITH REGARD TO THIRD AND FOURTH STREETS TRAFFIC SPEEDS

ISSUE: Does the City Council desire to call a special meeting or wait until the next regularly scheduled City Council meeting on Tuesday, July 21, 2015.

RECOMMENDATION: Call a Special City Council Meeting for Tuesday, June 23, at 12 p.m.

FISCAL IMPACT: None related to the Special Council Meeting.

CITY COUNCIL AUTHORITY: The City Council has established Council Policy 7, "Calling a City Council Special Meeting."

PUBLIC NOTICE: Notice will be provided as required by law.

BACKGROUND: At the City Council meeting on Tuesday, June 2, the Council unanimously passed the following motion made by Mike Woiwode; seconded by Casey Tanaka:

Caltrans recent speed survey indicates actual speeds on Third and Fourth exceed reasonable levels for those neighborhoods; that these speeds are the result of the design of the highway; that Coronado wishes to accommodate use of the streets by all users; that Caltrans and the City should work to redesign Third and Fourth to maintain speeds that are compatible for the residential neighborhood and accessible to all modes of transportation; and that the City Council does not support increasing the speed limit from 25 to 30.

After adoption of the motion, the City Council requested that an item related to enforcement of speed and a discussion of the approved motion be placed on the next City Council agenda. When it was pointed out that the deadline was upon staff to schedule an item for the June 16 meeting, and the next regular City Council meeting would be July 21, a general consensus developed over the desire to schedule a Special City Council Meeting.

ANALYSIS: The full Council is available at noon on June 23. The Council Chambers is available. The meeting can be broadcast. Key staff is available.

City Council Policy 7 states that a special meeting may be called at any time by the Mayor or a majority of the City Council.

The notice and agenda will be prepared by the City Manager and City Clerk.

ALTERNATIVE: Schedule the Special City Council meeting for another date or wait until the next regularly scheduled City Council meeting.

Submitted by City Manager/King

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

5m

06/16/15

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PUBLIC HEARING: PROPOSITION 218 PROTEST HEARING FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO ADOPTING PROPOSED RATE ADJUSTMENTS FOR SOLID WASTE AND RECYCLING

ISSUE: Whether to adjust solid waste and recycling rates, to be effective July 1, 2015, for both residential and commercial customers.

RECOMMENDATION: 1) Hold the Proposition 218 protest hearing; and 2) adopt "A Resolution of the City Council of the City of Coronado Approving the Rate Adjustments for Solid Waste and Recycling Services."

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): The setting of rates, tolls, fares, and charges for operating expenses for a public service are statutorily exempt from environmental review pursuant to Section 15273 of the CEQA Guidelines.

FISCAL IMPACT: If the rate structure is approved as proposed, the fiscal impact will be a reduction in the amount of City-paid subsidy for single-family residential curbside trash and recycling service. The proposed residential rate reduces the City's contribution from 48% to 35% of the total cost. Because the FY 2015-16 budget was adopted before this rate adjustment was final, no change was made to the General Fund contribution to the Solid Waste Fund where the expenditures occur. The Mid-Year budget will be adjusted to reflect the lower subsidy, which is expected to be reduced by approximately $80,000.

Rates were last increased July 1, 2007, eight years ago.

CITY COUNCIL AUTHORITY: Rate increases cannot be implemented without notice, a protest vote, and a public hearing as required under Proposition 218.

PUBLIC NOTICE: Pursuant to Proposition 218 procedures, each property owner was mailed a "Notice of Public Hearing to Consider Proposed Refuse Rate Increase to be Effective July 1, 2015" (Attachment C), a minimum of 45 days in advance of the scheduled June 16, 2015, public hearing.

PROTEST HEARING PROCESS: The City Council will hear and consider all protests concerning the proposed increases. If the City receives or is presented with written protests against the proposed adjustments to the solid waste and recycling rates by a majority of owners of parcels within the City, the City will not impose the proposed rate adjustments. Written protests will be accepted up until the close of the public hearing, whereupon the City Clerk will tabulate and announce the number of valid protests.

BACKGROUND: On April 21, 2015, the City Council directed staff to review proposed rate adjustments for solid waste and recycling and to schedule a public hearing for June 16, 2015. The City Council also directed that staff initiate the "Proposition 218 noticing process" in order to advise all rate payers of the public hearing on June 16, 2015, and their opportunity to protest the increase. On April 29, 2015, 3,392 notices were mailed to Coronado property owners, or those associations responsible for paying EDCO bills on behalf of their members, advising them of the proposed rate increase.

PROPOSED RATE SCHEDULE: The following charts display the current and proposed rates for single-family, multi-family and commercial categories. These are the same charts that were presented in the notices mailed to the property owners on April 29, 2015.

Single Family Rates

	Current Monthly Rate	Proposed Monthly Rate	Change
Resident Pays	$9.18	$12.34	$3.16

Multi Family Rates

	Current Monthly Rate	Proposed Monthly Rate	Change
Resident Pays	$8.29	$8.95	$0.66

Commercial Rates
(Three-cubic-yard bin service)

	Current Bin Rate	Proposed Bin Rate	Change
Service (1xWeek)	$102.99	$109.09	$6.10
Service (2xWeek)	$175.60	$186.00	$10.40
Service (3xWeek)	$246.60	$261.21	$14.61
Service (4xWeek)	$317.58	$336.39	$18.81
Service (5xWeek)	$388.57	$411.59	$23.02
Service (6xWeek)	$459.57	$486.79	$27.22

ANALYSIS: Solid waste and recycling services are a definable service provided to specific residents, where a fee for service model is best applied. The State of California's policy objective has been expressed through the California Integrated Waste Management Act, which is to reduce the amount of solid waste entering landfills. California has adopted a public policy to Reduce, Reuse and Recycle. To achieve the goal of reducing solid waste, the subsidy for a specific class of rate payers is recommended to be systematically reduced to the point of elimination. Consistent with this objective, in 1992, the City Council approved a plan that would gradually eliminate a City subsidy for single-family solid waste service. Pursuant to the 1992 direction, the subsidy was to have ended January 1, 1999. Under that plan single family residents would pay for the green waste service and the City would pay for the recycling program (consistent with a policy objective of encouraging recycling over waste disposal). The solid waste subsidy has never applied to residents of multifamily units. Residents of multifamily units and complexes have always paid the full cost of solid waste disposal services. Therefore, one class of residential rate payers have received unequal treatment to the advantage of another class of residential rate payers. If the proposed rate adjustment is approved, the total residential rate will still be the third lowest rate among 17 cities in the County of San Diego (Attachment D).

Based on the preceding information, staff recommends approval of the proposed rate changes.

ALTERNATIVE: Do not adopt the resolution.

Submitted by Public Services & Engineering/Maurer
Attachments:
A: Resolution
B. Proposed Solid Waste Collection Rate Schedule to be effective July 1, 2015
C: Notice of Public Hearing
D: Residential Rate Comparison by City

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	LS	JNC	MLC	NA	NA	NA	NA	NA	CMM	NA

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Attachment A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO APPROVING THE RATE ADJUSTMENTS FOR SOLID WASTE AND RECYCLING SERVICES

WHEREAS, EDCO Disposal Corporation is presently under contract to provide solid waste and recycling services for the City of Coronado; and

WHEREAS, solid waste and recycling services costs have increased since the last rate adjustment in 2007; and

WHEREAS, said contract allows for adjustment of service rates by the City by a resolution of the City Council; and

WHEREAS, EDCO Disposal Corporation has proposed the rate increases in Attachment B in accordance with the terms and conditions of said contract.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Coronado, California, does hereby approve the rate increases in Attachment B for solid waste and recycling services proposed by EDCO Disposal Corporation to be effective July 1, 2015.

PASSED AND ADOPTED this 16th day of July 2015, by the City Council of the City of Coronado, by the following vote, to wit:

AYES:
NAY:
ABSTAIN:
ABSENT:

_____
Casey Tanaka, Mayor
City of Coronado, California

ATTEST:

_____
Mary L. Clifford
City Clerk

06-16-15

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Attachment B

PROPOSED SOLID WASTE AND RECYCLING SERVICE RATES

1. Cart Service: Single-Family Residential Cart Collection: $12.34
   Collection of refuse, recycling, compost: *

   Multi-Family Residential Cart Collection: Cost per unit for manual collection of refuse and compost: $ 8.95

   Commercial Cart Collection (3 cans per week): $13.63

   Additional Carts $ 3.77

2. Bin Refuse Service: Multi-Family, Commercial and Industrial receiving bin service (3 cubic yard bins, other bin size costs attached) for DISPOSAL; monthly rate with the following pick-ups per week:

1 x week	$ 109.09	4 x week	$ 336.39
2 x week	$ 186.00	5 x week	$ 411.59
3 x week	$ 261.21	6 x week	$ 486.79

3. Bin Recycling Service: Multi-Family, Commercial and Industrial receiving bin service (3 cubic yard bins) for RECYCLING; monthly rate with the following pick-ups per week:

1 x week	$ 43.15	4 x week	$ 135.60
2 x week	$ 73.98	5 x week	$ 166.43
3 x week	$ 104.79	6 x week	$ 197.25

4. Roll-Off/Compactor Service:

Permanent 20-40 cubic yard (loose):	$ 187.34/load plus landfill fees
Permanent 15-30 cubic yard (compacted):	$ 248.31/load plus landfill fees
Refuse	$ 395.53
Mixed C&D	$ 484.10
Clean Demolition	$ 561.20
Clean Green waste (6 tons)	$ 326.31
Clean Concrete and Dirt (10 tons)	$ 283.71
Compactor Rates	Double the basic bin size rate
City Street Sweep Fee (incl. in above rates)	$9.98
Mixed C&D rate/ton (incl. in Mixed C&D)	$56.00

* Low-income head of household and senior citizens will receive a 20% discount.

PROPOSED SOLID WASTE AND RECYCLING SERVICE RATES
continued

5. Bin Refuse Service (Other Bin Sizes):

Cubic Yard	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
1.5	$ 83.63	$133.85	$184.06	$234.25	$284.49	$334.66
2	$ 91.34	$148.52	$205.76	$262.92	$320.16	$377.31
3	$ 109.09	$186.00	$261.21	$336.39	$411.59	$486.79
4	$130.29	$222.52	$314.78	$406.97	$499.27	$591.41
5	$149.79	$260.94	$372.13	$483.29	$594.57	$705.63
6	$169.26	$298.40	$427.59	$5556.74	$686.05	$815.10

6. Miscellaneous Rates

a.	Private Bin Repair	$209.34
b.	Compactor Cleaning per Hour (3 Hour Minimum)/hour	$84.03
c.	Bin Cleaning in Excess of 1 x per Year per hour	$84.03
d.	Bulky Items (each)	$42.20
e.	or per Hour plus Landfill Fees	$118.75
f.	Extra Pick-Ups	$38.36
	Extra Dumps (Reloads)	$38.36
g.	Lock Set-Up	$28.99
h.	Replace Lock	$15.35
i.	Replace Key	$6.82
j.	CBL Lids (per month)	$15.49
k.	Lid Lock (per month)	$7.36
	Lock Charge	
	1 x week	$3.20
	2 x week	$5.61
	3 x week	$8.42
	4 x week	$11.21
	5 x week	$14.03
	6 x week	$16.84
l.	Bin Roll-Out and Backyard Services	
	Per Month for First 20 Feet	$22.44
	Per Month Each Additional 20 Feet	$11.00
m.	Deduction for Customer-Owned Bins	
	1.5 cy bin	$13.15
	2 cy bin	$14.70
	3 cy bin	$17.35
	4 cy bin	$19.00
n.	Temporary Bin Services	$114.44

7. Navy Rates: The Navy pays the same rates as listed above, less charges related to tip fees (dump fees).

06-16-15

Attachment C

City of Coronado
Notice of Public Hearing to Consider
Proposed Refuse Rate Increase
To Be Effective July 1, 2015

If you are the owner of this property, but have a tenant who is responsible for the refuse collection bill related to this property, please forward this notice to the tenant.

NOTICE OF PUBLIC HEARING ON PROPOSED REFUSE RATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Coronado will hold a Public Hearing at a regular meeting of the City Council of the City of Coronado on June 16, 2015, at 4 p.m., or as soon as possible thereafter as the matter can be heard in the Council Chamber in City Hall, 1825 Strand Way, Coronado, California, 92118 for the purpose of considering an increase in rates for refuse services effective July 1, 2015. The City of Coronado last raised rates for the solid waste disposal/recycling rates in 2007. Additional information pertaining to this matter may be obtained from the Public Services Department, 101 B Ave, Coronado, California 92118.

PURPOSE OF PROPOSED RATE INCREASES

The City Council will consider proposed changes to the Integrated Solid Waste Management Services fees charged by EDCO Disposal Corp. for Fiscal Year 2015/2016. Adjustment of the refuse rate is being proposed due to the increased costs of providing refuse collection and recycling services to residential and business customers. Revenues derived from the refuse rates are used solely for the actual and necessary expenses of providing refuse services to customers. The purpose of the proposed rate increases is to allow EDCO to collect sufficient revenue to enable it to continue providing refuse service to its customers in the face of increasing operating costs.

PROTESTS

At the public hearing, the City Council will consider objections and protests to the proposed charges either delivered to Attn: City Clerk, City of Coronado, 1825 Strand Way, Coronado, California 92118, by 5 p.m., June 5, 2015, or filed with the City Clerk prior to the conclusion of the public hearing. Persons interested may appear before the Council at the above date, place and time to present oral or written testimony. Any property owner may submit a written protest to the proposed rate increase to refuse rates provided; however, only one protest will be counted per identified parcel. Any written protest must: (1) state that the identified property owner is in opposition to the proposed rate increase to the refuse rates; (2) provide the location of the identified parcel (by assessor's parcel number or street address); and (3) include the name and signature of the property owner submitting the protest.

If, at or prior to the close of the public hearing, the City receives or is presented with written protests against the proposed increases to the rates for the refuse service charges by a majority of owners of the parcels within the City upon which the City imposes refuse service charges, the City will not impose the proposed rate increases.

PROPOSED INCREASES

The amount of your refuse bill is determined by the quantity and size of your refuse containers and the frequency of collection**.** The information below shows the proposed rate increase effective July 1, 2015, which was calculated by applying a weighted rate adjustment based on changes in the Consumer Price Index (All Urban Consumers for the San Diego Area) and changes in disposal tipping fees. The total monthly rate adjustment equates to a $3.16 increase, for a monthly bill of $12.34, for single-family customers; a $6.10 increase, for a monthly bill of $109.09, for commercial customers (3-yard bin service one time per week); and a $0.66 increase for a monthly bill of $8.95, for multi-family customers.

Proposed New Solid Waste Disposal/Recycling Rates per Month to be Effective July 1, 2015

Single-Family Rates

	Current Rate	Proposed Rate	Change
Resident Pays	$ 9.18	$ 12.34	$ 3.16

Multi-Family Rates

	Current Rate	Proposed Rate	Change
Resident Pays	$ 8.29	$ 8.95	$ 0.66

Commercial Rates
(Three-cubic-yard bin service)

	Current Rate	Proposed Rate	Change
Service (1Xweek)	$ 102.99	$ 109.09	$ 6.10
Service (2Xweek)	$ 175.60	$ 186.00	$ 10.40
Service (3Xweek)	$ 246.60	$ 261.21	$ 14.61
Service (4Xweek)	$ 317.58	$ 336.39	$ 18.81
Service (5Xweek)	$ 388.57	$ 411.59	$ 23.02
Service (6Xweek)	$ 459.57	$ 486.79	$ 27.22

Attachment D

RESIDENTIAL RATE COMPARISON

RANK ORDER	CITY	EDCO RATE FOR RESIDENTIAL $ / MONTH
1.	Imperial Beach - Proposed	28.65
2.	Solana Beach	23.96
3.	Chula Vista – 94 gal.	23.21
4.	El Cajon	21.89
5.	San Marcos – Proposed	21.49
6.	Poway – Proposed	21.19
7.	Lemon Grove – Proposed	21.10
8.	Vista	20.50
9.	Carlsbad	20.40
10.	Oceanside	20.13
11.	Encinitas – Proposed	19.78
12.	La Mesa – Proposed	19.77
13.	Santee	19.74
14.	Chula Vista – 64 gal.	19.72
15.	Del Mar	19.40
16.	**Coronado – Proposed**	**18.98**
17.	Escondido	18.71
18.	National City – Proposed	18.13

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PUBLIC HEARING: ADOPTION OF A RESOLUTION APPROVING A TWO-LOT TENTATIVE PARCEL MAP TO ALLOW FOR CONDOMINIUM OWNERSHIP OF FOUR RESIDENTIAL UNITS FOR THE PROPERTY ADDRESSED AS 949–953 E AVENUE IN THE R-3 (MULTIPLE FAMILY RESIDENTIAL) ZONE (PC 2015-08 FALLETTA, TONY)

PLANNING COMMISSION RECOMMENDATION: Adopt "A Resolution of the City Council of the City of Coronado Approving a Two-Lot Tentative Parcel Map to Allow for Condominium Ownership of Four Residential Units for the Property Legally Described as Lots 33 and 34, Block 36, Map 376 CBSI, Addressed as 949–953 E Avenue, Coronado, California."

FISCAL IMPACT: If the parcel map is approved and the property is developed as proposed, property taxes will increase and the following impact fees will be paid to the City:

- In-lieu housing: $28,000 ($7,000 per unit).
- Public Facilities Impact Fee: $.50 per square foot of net increase in floor area (transportation $.15, storm drain $.30 and administrative $.05).
- Regional Transportation Congestion Improvement Fee: $2,254 per net increase in dwelling units.

In addition, the School District will charge an impact fee of $3.20 per sq. ft. of net increase in floor area; however, this is not an impact to the City.

CITY COUNCIL AUTHORITY: Approval of a Tentative Map is considered to be an administrative decision ("quasi-adjudicative"). Administrative decisions involve the application of existing laws or policies to a given set of facts. Findings are required to be made in any administrative decision, based on the evidence presented. The administrative act is to apply these findings to a specific parcel of land and the findings must conform to what is required by applicable law or local ordinances. If challenged, generally the court will look to the administrative record to determine whether the evidence or findings support the decision or whether the City Council decision was arbitrary or capricious.

Findings that require the disapproval of a tentative map include the following: (1) that the proposed map is inconsistent with applicable general and specific plans; (2) that the design or improvement of the proposed subdivision is inconsistent with applicable general and specific plans; (3) that the site is not physically suitable for the type of development; (4) that the site is not physically suitable for the proposed density of development; (5) that the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage, or substantially and avoidably injure fish or wildlife or their habitat; (6) that the design of the subdivision or type of improvements is likely to cause serious public health problems; or (7) that the design of the subdivision or the type of improvements will conflict with public easements.

The City Council's authority to act upon tentative maps is also addressed under the Coronado Municipal Code Subdivision Ordinance Section 82.50.120 and the State Subdivision Map Act Section 66452.2. These regulations require that the City Council approve, conditionally approve, or disapprove the tentative map within 50 days of the submission of the tentative map.

PUBLIC NOTICE: Notice of this public hearing, as well as the Planning Commission public hearing, was mailed to all property owners within a 300 ft. radius of the property and published in the *Coronado Eagle & Journal* on June 3, 2015.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): Categorically Exempt CEQA Guidelines Section 15303 *"New Construction or Conversion of Small Structures" Class 3(b): "A duplex or similar multi-family residential structure, totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes and similar structures designed for not more than six dwelling units"*; Section 15315 *"Minor Land Divisions" Class 15: "…the division of property in urbanized areas…into four or fewer parcels…"*; and Section 15332 *"In-Fill Development Projects" Class 32.*

BACKGROUND:

1. Applicant: Kappa Surveying and Engineering, Inc.

2. Property Owner: Falletta, Tony

3. Request: Two-lot Tentative Parcel Map per Chapter 82.60 Minor Subdivisions to allow for condominium ownership of four residential units.

4. Location: Property is located on the east side of E Avenue between Ninth and Tenth Streets.

5. Description of Property: The property is comprised of two 25 ft. x 140 ft. lots (3,500 sq.ft. each) for a total area of 7,000 sq. ft. with street and alley access provided to each lot. The proposed four unit residential condominium development is currently under construction.

6. Zoning Designation: "R-3 Multi-Family Residential Zone." The R-3 zone permits 28 dwelling units per acre or one unit per 1,556 sq. ft. of lot size. The size of the subject property would allow a maximum of two units per lot or four units for the two lots combined.

7. General Plan Designation: "Medium Density Residential: Up to 28 dwelling units per acre (i.e., R-3 Zone)." The Land Use Element of the General Plan, implemented through the Zoning Ordinance, "encourages a vibrant diverse community by allowing a variety of life styles and housing opportunities." "The residential land use categories are expressed in terms of density maximums – that is, up to 8 dwellings per acre, up to 12 dwellings per acre, etc. Implied in the approach is a City policy prerogative, which simply says that all residential development in any specific category may be built as desired by the residents, as long as the density does not exceed a certain upper limit." The Land Use Element further describes the R-3 Zone as a zone "intended to provide medium density residential opportunities typified by apartment or condominium development, interspersed with lower density duplex and single-family dwellings."

8. Design Review Commission: Not required for less than three units on one lot.

9. Planning Commission: On May 26, 2015, the Planning Commission adopted a motion with findings and conditions, recommending City Council approval of the Tentative Map.

ANALYSIS: Pursuant to Coronado Municipal Code ("CMC") Section 82.50.110, the Planning Commission is authorized to recommend to the City Council the approval, conditional approval or denial of the tentative map. As appropriate, the Planning Commission is to recommend the kind, nature and extent of improvements that should be constructed or installed. The recommendation is then presented to the City Council according to CMC Section 82.50.120. If the tentative map is approved, the tentative map will become final upon compliance with CMC Chapter 82.64 as a minor subdivision.

The R-3 zoning designation and two lots of 3,500 sq. ft. each would permit a maximum of four residential units. Two off-street parking spaces will be provided for each unit for a total of eight off-street parking spaces. The parking will be provided in tandem garages off of the alley. The development is currently under construction since the building is not dependent on a subdivision map, and the proposed use is permitted in the R-3 zone. If there was no separate parcel map, these units could either be owner occupied or rented. The approval of this parcel map will permit the individual units to be sold separately as condominiums. The configuration of the existing lots will remain as is with no changes proposed for the exterior lot lines.

The parcel map and proposed land use is consistent with the General Plan and Zoning Ordinance, complies with the State Map Act and the Coronado Subdivision Ordinance, and was approved, with conditions, by the Public Services, Engineering, and Fire departments.

The State Subdivision Map Act and Coronado Subdivision Ordinance provide authority to local agencies to impose conditions on the approval of subdivisions. The subdivider can be required to dedicate land to public use, make public improvements, pay required fees, or other conditions as needed to mitigate any adverse impacts of the subdivision on the community, to provide governmental services to subdivision residents, and to implement the requirements of the local general plan. Public improvements for this project include undergrounding utilities and replacing the adjacent alley and damaged portions of the public sidewalk. These required public improvements have been incorporated into the list of conditions and are consistent with requirements of other subdivision maps.

ALTERNATIVE: The City Council has the right to modify the attached findings and conditions in accordance with the above City Council Authority.

For additional details, please see the attachments. The full size proposed Tentative Parcel Map is available to review in the Community Development Department.

Submitted by Community Development Department/Peter Fait
Attachments: A) Draft Resolution
B) Portion of Tentative Parcel Map and Application

n:\all departments\staff reports - drafts\2015 meetings\06-16 meeting - sr due june 4\949-953 e ave. tmap_r3_cc 2 lots pc 2015-08.docx

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	N/A	JNC	MLC	RAH	EW	N/A	N/A	N/A	CMM	N/A

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ATTACHMENT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO APPROVING A TWO-LOT TENTATIVE PARCEL MAP TO ALLOW FOR CONDOMINIUM OWNERSHIP OF FOUR RESIDENTIAL UNITS FOR THE PROPERTY LEGALLY DESCRIBED AS LOTS 33 AND 34, BLOCK 36, MAP 376 CBSI, ADDRESSED AS 949–953 E AVENUE, CORONADO, CALIFORNIA

WHEREAS, Tony Falletta has, per the California Subdivision Map Act and the City of Coronado Subdivision Ordinance, requested City approval to subdivide 949–953 E Avenue for development of four residential condominium units; and

WHEREAS, the Planning Commission of the City of Coronado did, pursuant to section 66452.2 of the Government Code, hold a public hearing on the Tentative Parcel Map on May 26, 2015, and subsequently adopted a motion recommending approval with findings and conditions to the City Council; and

WHEREAS, the City Council of the City of Coronado did, pursuant to Section 66452.2 of the Government Code, hold a public hearing on said subdivision request on June 16, 2015, and said public hearing was duly noticed as required by law and all persons desiring to be heard were heard at said hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coronado that the proposed Tentative Parcel Map for 949–953 E Avenue be approved and that the approval be based upon the following findings:

1. The proposed map is consistent with the Coronado General Plan and Zoning Ordinance in that the proposed residential use and density of development are permitted under the General Plan and Zoning Ordinance requirements;
2. The design and improvement of the proposed subdivision are consistent with the Coronado General Plan and Zoning Ordinance in that the design provides sufficient lot area and street access for proper development;
3. The site is physically suitable for the type of development in that the two subject lots of 3,500 sq. ft. each are capable of supporting up to four dwelling units in the R-3 zone;
4. The site is physically suitable for the proposed density of development in that the number of units in the project is within the 28 dwelling units per acre standard specified in the Coronado Zoning Ordinance for the R-3 zone;
5. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, nor are they likely to substantially and avoidably injure fish or wildlife or their habitat and the project is categorically exempt from environmental review according to the California Environmental Quality Act (CEQA), in accordance with Section 15303 Class 3(b) for new construction of a duplex or similar multi-family residential structure totaling no more than six dwelling units; Section 15315 Class 15 for minor land divisions of four or fewer parcels; and Section 15332 Class 32 for in-fill development;
6. The design of the subdivision and the type of improvements are not likely to cause serious public health problems within the authority of the Coronado Public Health Officer;

7. The design of the subdivision and the type of improvements will not conflict with any easements acquired by the public at large and which are recorded or established by judgment of a court of competent jurisdiction; and
8. The Tentative Map meets all the requirements of the Subdivision Map Act and the Coronado Subdivision Ordinance and was approved, with conditions, by the Public Services, Engineering, and Fire departments.

BE IT FURTHER RESOLVED that the approval is subject to the following conditions:

Fire Department

1. Owner shall install a NFPA 13 compliant fire sprinkler and alarm system throughout the development in accordance with the National Fire Protection Association and California Fire Code Standards to the satisfaction of the City of Coronado Fire and Building Departments;
2. Owner shall provide appropriate Fire Department personnel and vehicle access including access to any locked common areas. All gates or other structures or devices that could obstruct fire access roadways or otherwise hinder emergency operations are prohibited unless they meet standards approved by the Fire Department and receive specific plan approval;
3. The location of any Fire Department connection and back flow prevention device (OS&Y valve) shall be approved by the Fire Department and Community Development Department and preferably face E Avenue;
4. Owner shall provide adequate water flow for firefighting based upon the square footage of the buildings and, if needed, Owner shall upgrade or install a fire hydrant within the adjacent public rights-of-way in accordance with the California Fire Code standard to the satisfaction of the City of Coronado Fire Department;

Engineering Department

5. Owner shall maintain a minimum of three feet of clearance between vehicular ingress/egress areas and any property lines extended, intersection radius, and any obstruction, e.g., utility poles, hydrants, trees, etc. The relocation of any of these items to obtain the needed clearances shall be the sole responsibility of the Owner;
6. Any existing sewer laterals used for new development shall be videotaped, at Owner's expense, for its entire length to the sewer main to assess its condition and suitability for continued use. The video shall be furnished to the City of Coronado Public Services and Engineering Dept. in DVD format, and based on its review, repairs or replacement of the sewer line may be required, at the direction of the City of Coronado. In accordance with the Municipal Code, fees will be charged for new sewer service lateral connections. Each building requires a separate sewer service lateral connected to the sewer main and the reservation of easements may be required;
7. Prior to demolition any existing sewer laterals shall be capped and staked. Sewer laterals that are not used by the proposed development shall be removed by Owner from the City's rights-of-way and capped within 24 inches of the sewer main under permit issued by the Public Services and Engineering Department;
8. Owner shall underground all existing and future utilities to this site. Individual lots require separate utility service and utility easements shall be provided between the alley and the street. (Concrete replacement to accommodate the undergrounding of utilities shall be a minimum of 30 inches wide for the length of the repair);
9. Owner shall research and identify the location of existing utilities on the site prior to grading or excavating the site and the Owner shall be responsible to remove any utility location "mark out" indicators or paint;

10. Owner shall install all utilities, which are not possible to underground, such as back flow valves and transformers, on private property and said utilities shall be permanently screened from public view, at the direction of the City of Coronado Community Development Department;
11. Owner shall remove and replace the alley adjoining the subject property (full width from the northern property line to the southern property line - approximately 20 ft. x 50 ft.) in accordance with City standards and the San Diego Regional Standard Drawings (Drawing G-21), at the direction of the City Public Services and Engineering Department;
12. Owner shall remove and replace approximately 33 lineal feet of the public sidewalk fronting the property to ensure all sidewalk matches the "historic" pattern seen towards the north end of the property. Sidewalk shall be constructed in accordance with City standards and the San Diego Regional Standards Drawings (SDRSD), and the contractor shall verify limits of removal at the direction of the City Public Services and Engineering Department.
13. The adjacent public sidewalk and alley shall remain safe, smooth and free of all trip or travel hazards during construction. Owner shall repair any public paving damaged (e.g., sidewalk, curb, gutter, alley, street) during the course of this project at the direction of the City's Public Services and Engineering Department. All repairs to public property shall be in accordance with City standards and the San Diego Regional Standard Drawings;
14. Owner shall ensure all property corners have a survey monument installed by a California licensed land surveyor at locations indicated on the final parcel map and any monuments disturbed during construction shall be replaced by a licensed land surveyor at Owner's expense;
15. Owner shall assure that the storage of building materials, equipment, or containers (other than for refuse purposes) in the City right-of-way does not occur;
16. Owner shall apply for an encroachment permit from the Public Services and Engineering Department for any amenities proposed for the adjoining public rights-of-way and the Owner shall assume responsibility for costs associated with the construction and maintenance of said amenities;
17. Owner shall assure that all work performed outside of the private property lines shall conform to the San Diego Regional Standard Drawings and Coronado Special Construction Provisions and prior to construction a right-of-way permit shall be obtained from the Public Services and Engineering Department;
18. Owner shall comply with the City of Coronado's policy for proposed construction of subterranean garages/cellars dated June 2, 2005, if warranted by the improvement plan;
19. The City does not permit the discharge of groundwater or construction runoff into the storm drain system. Consequently, disposal of groundwater extracted from the site into the City sewer system, if warranted, requires approval and a permit from the City's Public Services and Engineering Department. The applicant must pay the costs for this operation and make payments of a processing fee charged the City by San Diego's Metropolitan Waste Water Department;
20. Owner shall maintain on-street parking spaces, parking and traffic markings, and signage adjacent to the subject property except as required to be modified to provide vehicle ingress and egress to the property;

<u>Public Services Department</u>

21. Owner shall protect, irrigate, and maintain the existing street trees within the adjacent street public parkway; said trees shall be protected with an expandable collar and no turf shall be permitted within 12 inches of the trunk;
22. Owner shall install linear root barriers adjacent to all existing and newly planted shade trees on public or private property, which are within 10 feet of any public sidewalk, street or alley. Said barriers shall be installed adjacent to the sidewalk and curb face to extend 8 feet to each

side of center of the tree installed and not encircle the trees. The barrier shall be a minimum of 12" and a maximum of 18" in depth and shall be either hard plastic or fabric impregnated with a root inhibitor (bio-barrier);

23. Owner shall provide an automatic irrigation system to all existing and proposed adjoining public property landscaping;
24. Owner shall provide an area on private property, accessible by all occupants, for the storage of recyclable materials to the satisfaction of the City of Coronado;
25. During project planning and design, the Owner shall incorporate effective construction and post construction Best Management Practices and provide all necessary studies and reports as determined by the Public Services and Engineering Director demonstrating compliance with the applicable regulations and standards. All project applicants shall complete and submit the City's Storm Water Project Assessment Form (Form 1) to determine the project's construction and post-construction storm water categories. The category determines the requirements for the project. Form 1 is available for download at: www.Coronado.ca.us/egov/apps/document/center.egov and shall be completed and submitted to: stormwaterreview@coronado.ca.us or delivered with the initial submittal to the City's Building Department counter: attention Public Services Storm Water Program;
26. Prior to approval of any and all demolition, construction, and building permits for the project, Owner shall demonstrate to the satisfaction of the Public Services Director compliance with all of the applicable provisions of the following and any amendments thereto:
    a. The City of Coronado Stormwater and Urban Runoff Management and Discharge Control (Coronado Municipal Code Chapter 61.04)
    b. NPDES Municipal Permit No. CAS108758 (San Diego Regional Water Quality Control Board Order No. R9-2007-001 or re-issuances thereof)
    c. NPDES Construction Permit No. CAS000002 (State Water Resources Control Board Order No. 2009-009-DWQ or re-issuances thereof), including modifications dated April 26, 2001, where applicable.

Community Development Department

27. Owner shall reserve 20% of the units within the development "for rental" to persons qualified by the County Housing Authority as meeting Section 8 Rental Assistance requirements or to persons qualifying within very low and low income categories as established annually by the U.S. Department of Housing and Urban Development (HUD), or "for sale" to persons qualifying within moderate income categories as established annually by the U.S. Department of Housing and Urban Development (HUD), or shall pay a fee in lieu thereof of $7,000.00 for every unit within the project, at the option of the subdivider, for the purpose of providing affordable housing assistance in accordance with Chapter 82.21 of the Coronado Municipal Code (CMC);
28. Owner shall assure that any common areas and easements be identified and described on the Final Map;
29. Owner shall comply with and, if there are CC&Rs, include in said CC&Rs:
    a) That no existing or future utility lines be permitted outside of the lot or private interest spaces (separate interest spaces or units) of which they serve unless located within a common area or an easement approved by the City of Coronado;
    b) That common area or reciprocal pedestrian easements be provided to allow all private occupants of the property access to both the street and alley. Where fences or walls are proposed, gates shall be provided to give said occupants access to both the street and alley;
    c) Easements and/or rights providing for pedestrian and vehicle access, utilities and/or other purposes, for each proposed condominium unit, are to be specified in any condominium

plans and/or conveyances of any unit constructed within the boundaries of this parcel map. Any vehicle access driveway and vehicle maneuvering/turnaround space adjacent to garages or parking spaces shall be shared by all owners;

d) That two required off-street parking spaces be provided for each dwelling with each space specifically assigned to each dwelling unit and clearly marked for such dwelling or use;
e) That each off-street parking space required for all dwellings be continuously maintained free and unobstructed, with adequate ingress and egress, and not used for any use other than parking of motor vehicles;
f) That any present or future outside storage of trash be accessible by all occupants and be enclosed within a minimum 5 ft. high wall with gate which shall be on private property and approved by the City of Coronado Community Development Department;
g) That each existing and proposed dwelling unit held as a condominium form of ownership shall be provided with a minimum of 200 cubic feet of storage space per dwelling, in addition to closets customarily provided, in accordance with the Zoning Ordinance; and
h) That none of the covenants, conditions and restrictions required by this condition shall be deleted, amended or modified without the prior written approval of the City of Coronado; and

30. If the above conditions have not been completed and accepted in accordance with standards established by the City prior to approval of the final map, then the subdivider shall enter into a secured agreement with the City for 150% of the estimated cost of constructing the improvements and performing the conditions before the final map is approved pursuant to CMC Section 82.16.080. Said agreement shall be prepared and recorded with the County Recorder's Office. If the above conditions are not completed prior to approval of the final map and a secured agreement is approved, all of the above conditions shall be completed to the satisfaction of the City of Coronado prior to any newly constructed dwelling's building permit being finaled or occupancy permitted.

PASSED AND ADOPTED by the City Council of the City of Coronado, California, this 16th day of June 2015, by the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

_____
Casey Tanaka, Mayor of the
City of Coronado, California

Attest:

_____
Mary L. Clifford
City Clerk

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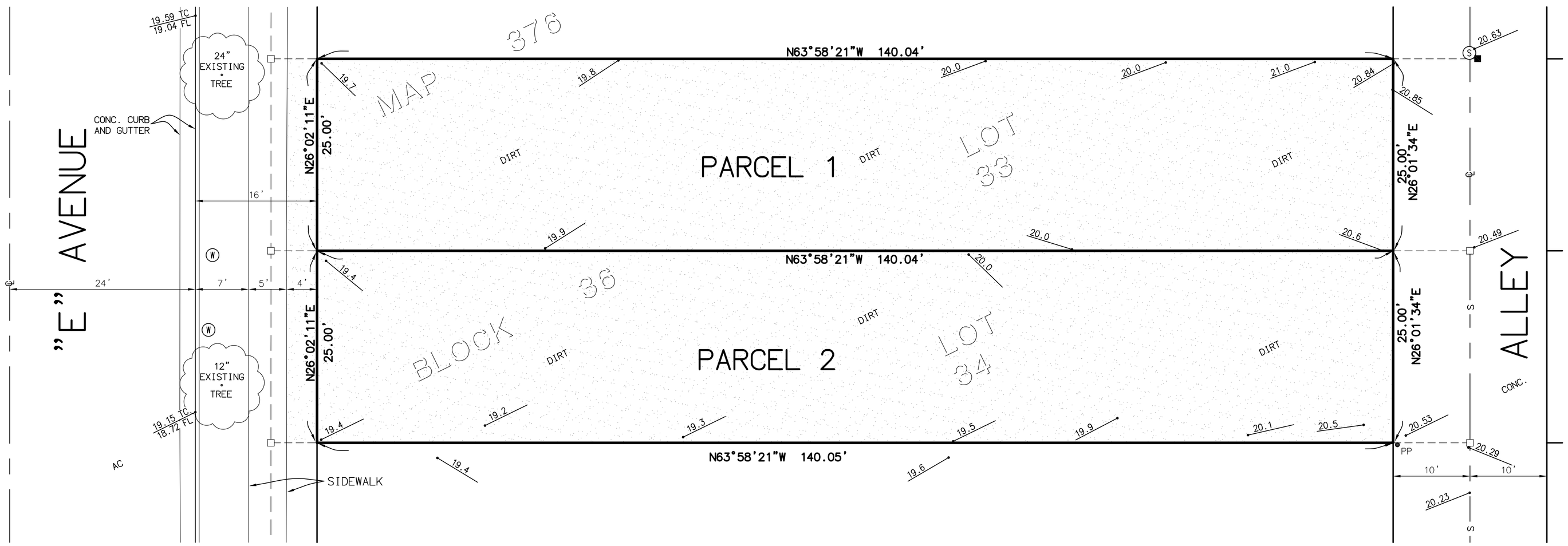
TENTATIVE PARCEL MAP

949–953 E AVENUE

CORONADO, CA 92118
CONDOMINIUMS



MAP STATEMENT

THIS IS A TENTATIVE PARCEL MAP FOR RESIDENTIAL CONDOMINIUM PURPOSES. THE TOTAL NUMBER OF LOTS IS 2. THE TOTAL NUMBER OF PROPOSED UNITS PER LOT IS 2.

SITE ADDRESS

THE ADDRESS IS : 949–953 "E" AVENUE, CORONADO, CA. 92118

LEGAL DESCRIPTION

LOTS 33 AND 34 IN BLOCK 36 OF CORONADO BEACH SOUTH ISLAND, IN THE CITY OF CORONADO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 376, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER NOVEMBER 12, 1886.

ASSESSOR'S PARCEL NO.

APN: 537–331–09

LOT AREA

LOT 33 = 3501.19 SQ. FT. 0.08 ACRES
LOT 34 = 3501.30 SQ. FT. 0.08 ACRES

OWNER / APPLICANT

FALLETTA CONSTRUCTION INC.
831 G AVENUE
CORONADO, CA 92118

WATER SUPPLY

CALIFORNIA AMERICAN WATER

SEWER SERVICE

CITY OF CORONADO

BENCHMARK

BENCH MARK FOR THIS SURVEY IS A CITY OF CORONADO VERTICAL CONTROL MONUMENT, BENCHMARK NO. 422, A 2" BRASS DISC AT THE SOUTHEAST CORNER OF TENTH STREET AND E AVENUE.

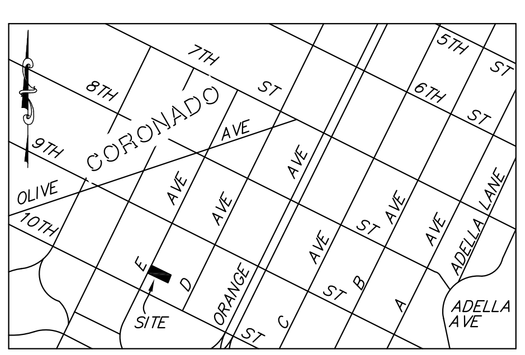
ELEVATION: 18.321

DATUM: NAVD 88

SURVEYORS NOTE

1. NO GRADING IS PROPOSED, NO GRADING PLAN IS REQUIRED PER CITY OF CORONADO CODES AND REGULATIONS.
2. TWO STREET TREES EXIST.
3. NO STORM DRAINS ARE PROPOSED, SITE IS SURFACE DRAINAGE ONLY.
4. NO PHASING OF THIS PROJECT IS PROPOSED.
5. STREET AND ALLEY IMPROVEMENTS ARE PROPOSED TO THE SATISFACTION OF THE CITY ENGINEERING DEPARTMENT.

SCALE 1" = 8'

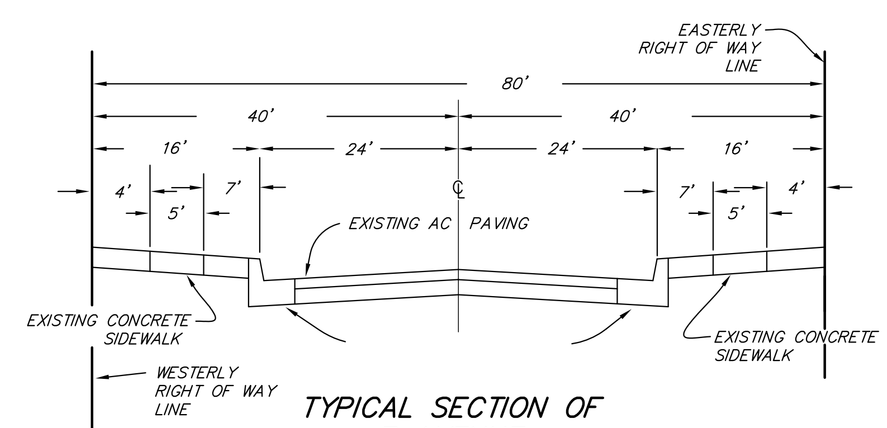


VICINITY MAP

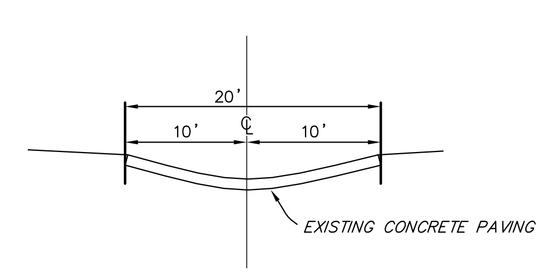
NOT TO SCALE

LEGEND / KEY TO SYMBOLS

20.1	SPOT ELEVATION
WM	WATER METER
TC	TOP OF CURB
GM	GAS METER
SMH	SEWER MANHOLE
FL	FLOW LINE
CONC.	CONCRETE PAVING
	DIRT AREA
PP	EXISTING UTILITY POLE
	FOUND LEAD & DISC "LS 5335"
	SET LEAD AND DISC "LS 7844" PER PENDING CORNER RECORD



TYPICAL SECTION OF E AVENUE



TYPICAL SECTION OF ALLEY

PREPARED BY:

CELEBRATING 35 YEARS 1979 - 2014

KAPPA SURVEYING & ENGINEERING, INC.
8707 LA MESA BOULEVARD, LA MESA, CA 91942 (619) 465–8948 FAX: (619) 465–6410

LICENSED LAND SURVEYOR ALLEN R. A. TURNER III EXP. DEC 31 16 NO. 7844 STATE OF CALIFORNIA

02/24/2015

Allen R. A. Turner III PLS DATE

ATTACHMENT B

JOB NO. 284715 949–953 E AVENUE
DWG NO. 2015\284715 E AVE\DWG\TPM.DWG

CITY OF CORONADO

DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION
1825 STRAND WAY, CORONADO, CA 92118
(619) 522-7326 / (619) 522-2418 (FAX)
COMMDEV@CORONADO.CA.US

HANDOUT 706
FEB 2013

TENTATIVE PARCEL MAP

PURPOSE: To request a Tentative Parcel Map to allow for the creation of 4 or less parcels or 4 or less condominium units through the Subdivision Map Act process.

AUTHORITY: Coronado Municipal Code Title 82 and California Government Code Section 66473-66474.10.

NOTES:

1. Application packages for a Tentative Parcel Map shall be filed with the City of Coronado Community Development Department. Faxed applications will not be accepted.
2. Application packages must be submitted inclusive of all attachments and submittal requirements. Incomplete applications will not be accepted.
3. An application filing fee is required in accordance with the Development Fee Schedule adopted by the City Council.
4. The Planning Commission considers a request for a Tentative Parcel Map and makes a recommendation to the City Council who is the agency authorized to approve the Tentative Parcel Map.
5. In order to be docketed for a hearing before the Planning Commission, applications must be deemed complete. The City has 30 days to determine the application complete or incomplete.
6. Planning Commission hearings are held the second and fourth Tuesday of each month and City Council hearings are held on the first and third Tuesday of each month at 3:00 p.m., in the Council Chambers of City Hall. The Planning Commission recommendation to the City Council will be heard at the next available, publicly noticed meeting. The Tentative Parcel Map process generally takes six to ten weeks to process.

APPLICANT DATA:

Address of Property: 949-953 E Avenue, Coronado, CA 92118 Assessor Parcel No.: APN: 537-331-09-00
Owner: Tony Falletta Applicant: Kappa Surveying and Engineering, Inc
Mailing Address: 831 G Avenue, Coronado, CA 92118 Mailing Address: 8707 La Mesa Blvd, La Mesa 91942
Phone #: 619-435-4925 Phone #: 619-465-8948
Email: fallettaconstruction@hotmail.com E-Mail: Rick@KAPPAinc.com
Signature: Signature:

SUBMITTAL REQUIREMENTS:

1. Completed Application Form and Filing Fee.
2. Two (2) sets of stamped envelopes addressed to all property owners within 300' radius of property (including name, address, and APN numbers). Please also include a separate listing of these names, addresses and APN numbers (do not attach mailing labels to envelopes unless separate list of addressees is attached).
3. Copy of deed and Preliminary Title Report identifying easements or restrictions placed on of property.
4. Fourteen (14) copies of Tentative Parcel Maps to include information described on supplemental form.
5. One (1) digital set of Tentative Parcel Map.

CITY STAFF USE: Case #: PC2015-08 Date Received: 3/24/15 Fee: $4,572 Receipt No. 000053498

PUBLIC HEARING: ADOPTION OF A RESOLUTION APPROVING A ONE-LOT TENTATIVE PARCEL MAP TO ALLOW FOR CONDOMINIUM OWNERSHIP OF THREE RESIDENTIAL UNITS FOR THE PROPERTY ADDRESSED AS 924 E AVENUE IN THE R-3 (MULTIPLE FAMILY RESIDENTIAL) ZONE (PC 2015-09 NADO PARTNERS LLC)

PLANNING COMMISSION RECOMMENDATION: Adopt "A Resolution of the City Council of the City of Coronado Approving a One-Lot Tentative Parcel Map to Allow for Condominium Ownership of Three Residential Units for the Property Legally Described as Lot 13 and portion of Lot 14, Block 36, Map 376 CBSI, Addressed as 924 E Avenue, Coronado, California."

FISCAL IMPACT: If the parcel map is approved and the property is developed as proposed, property taxes will increase and the following impact fees will be paid to the City:

- In-lieu housing: $21,000 ($7,000 per unit).
- Public Facilities Impact Fee: $.50 per square foot of net increase in floor area (transportation $.15, storm drain $.30 and administrative $.05).
- Regional Transportation Congestion Improvement Fee: $2,254 per net increase in dwelling units.

In addition, the School District will charge an impact fee of $3.20 per sq. ft. of net increase in floor area; however, this is not an impact to the City.

CITY COUNCIL AUTHORITY: Approval of a Tentative Map is considered to be an administrative decision ("quasi-adjudicative"). Administrative decisions involve the application of existing laws or policies to a given set of facts. Findings are required to be made in any administrative decision, based on the evidence presented. The administrative act is to apply these findings to a specific parcel of land and the findings must conform to what is required by applicable law or local ordinances. If challenged, generally the court will look to the administrative record to determine whether the evidence or findings support the decision or whether the City Council decision was arbitrary or capricious.

Findings that require the disapproval of a tentative map include the following: (1) that the proposed map is inconsistent with applicable general and specific plans; (2) that the design or improvement of the proposed subdivision is inconsistent with applicable general and specific plans; (3) that the site is not physically suitable for the type of development; (4) that the site is not physically suitable for the proposed density of development; (5) that the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage, or substantially and avoidably injure fish or wildlife or their habitat; (6) that the design of the subdivision or type of improvements is likely to cause serious public health problems; or (7) that the design of the subdivision or the type of improvements will conflict with public easements.

The City Council's authority to act upon tentative maps is also addressed under the Coronado Municipal Code Subdivision Ordinance Section 82.50.120 and the State Subdivision Map Act Section 66452.2. These regulations require that the City Council approve, conditionally approve, or disapprove the tentative map within 50 days of the submission of the tentative map.

PUBLIC NOTICE: Notice of this public hearing, as well as the Planning Commission public hearing, was mailed to all property owners within a 300 ft. radius of the property and published in the *Coronado Eagle & Journal* on June 3, 2015.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): Categorically Exempt CEQA Guidelines Section 15303 *"New Construction or Conversion of Small Structures" Class 3(b): "A duplex or similar multi-family residential structure, totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes and similar structures designed for not more than six dwelling units"*; Section 15315 *"Minor Land Divisions" Class 15: "…the division of property in urbanized areas…into four or fewer parcels…"*; and Section 15332 *"In-Fill Development Projects" Class 32.*

BACKGROUND:

1. Applicant: Kappa Surveying and Engineering, Inc.

2. Property Owner: Nado Partners LLC

3. Request: One-lot Tentative Parcel Map per Chapter 82.60 Minor Subdivisions to allow for condominium ownership of three residential units.

4. Location: Property is located on the west side of E Avenue between Ninth and Tenth Streets.

5. Description of Property: The property is comprised of one 40 ft. x 140 ft. parcel with a total area of 5,600 sq. ft. with street and alley access. The proposed three unit residential condominium development is currently under construction.

6. Zoning Designation: "R-3 Multi-Family Residential Zone." The R-3 zone permits 28 dwelling units per acre or one unit per 1,556 sq. ft. of lot size. The size of the subject property would allow a maximum of three units.

7. General Plan Designation: "Medium Density Residential: Up to 28 dwelling units per acre (i.e., R-3 Zone)." The Land Use Element of the General Plan, implemented through the Zoning Ordinance, "encourages a vibrant diverse community by allowing a variety of life styles and housing opportunities." "The residential land use categories are expressed in terms of density maximums – that is, up to 8 dwellings per acre, up to 12 dwellings per acre, etc. Implied in the approach is a City policy prerogative, which simply says that all residential development in any specific category may be built as desired by the residents, as long as the density does not exceed a certain upper limit." The Land Use Element further describes the R-3 Zone as a zone "intended to provide medium density residential opportunities typified by apartment or condominium development, interspersed with lower density duplex and single-family dwellings."

8. Design Review Commission: The Commission approved the building design on June 4, 2014.

9. Planning Commission: On May 26, 2015, the Planning Commission adopted a motion with findings and conditions, recommending City Council approval of the Tentative Map.

ANALYSIS: Pursuant to Coronado Municipal Code ("CMC") Section 82.50.110, the Planning Commission is authorized to recommend to the City Council the approval, conditional approval or denial of the tentative map. As appropriate, the Planning Commission is to recommend the kind, nature and extent of improvements that should be constructed or installed. The recommendation is then presented to the City Council according to CMC Section 82.50.120. If the tentative map is approved, the tentative map will become final upon compliance with CMC Chapter 82.64 as a minor subdivision.

The R-3 zoning designation and parcel size of 5,600 sq. ft. would permit three residential units. Two off-street parking spaces will be provided for each unit for a total of six off-street parking spaces. Three on-grade tandem parking spaces will be provided off of the alley with the first space open and the second space within a garage. The development is currently under construction since the building is not dependent on a subdivision map, and the proposed use is permitted in the R-3 zone. If there was no separate parcel map, these units could either be owner occupied or rented. The approval of this parcel map will permit the individual units to be sold separately as condominiums. The existing parcel configuration will remain as is with no changes proposed for the exterior lot lines.

The parcel map and proposed land use is consistent with the General Plan and Zoning Ordinance, complies with the State Map Act and the Coronado Subdivision Ordinance, and was approved, with conditions, by the Public Services, Engineering, and Fire departments.

The State Subdivision Map Act and Coronado Subdivision Ordinance provide authority to local agencies to impose conditions on the approval of subdivisions. The subdivider can be required to dedicate land to public use, make public improvements, pay required fees, or other conditions as needed to mitigate any adverse impacts of the subdivision on the community, to provide governmental services to subdivision residents, and to implement the requirements of the local general plan. Public improvements for this project include undergrounding utilities, and replacing the adjacent damaged alley and public sidewalk. These required public improvements have been incorporated into the list of conditions and are consistent with requirements of other subdivision maps.

ALTERNATIVE: The City Council has the right to modify the attached findings and conditions in accordance with the above City Council Authority.

For additional details, please see the attachments. The full size proposed Tentative Parcel Map is available to review in the Community Development Department.

Submitted by Community Development Department/Peter Fait
Attachments: A) Draft Resolution
B) Portion of Tentative Parcel Map and Application

n:\all departments\staff reports - drafts\2015 meetings\06-16 meeting - sr due june 4\924 e ave. tmap_r3_cc 1 lot pc 2015-09.docx

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	N/A	JNC	MLC	RAH	EW	N/A	N/A	N/A	CMM	N/A

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ATTACHMENT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO APPROVING A ONE-LOT TENTATIVE PARCEL MAP TO ALLOW FOR CONDOMINIUM OWNERSHIP OF THREE RESIDENTIAL UNITS FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 13 AND PORTION OF LOT 14, BLOCK 36, MAP 376 CBSI, ADDRESSED AS 924 E AVENUE, CORONADO, CALIFORNIA

WHEREAS, Nado Partners LLC has, per the California Subdivision Map Act and the City of Coronado Subdivision Ordinance, requested City approval to subdivide 924 E Avenue for development of three residential condominium units; and

WHEREAS, the Planning Commission of the City of Coronado did, pursuant to section 66452.2 of the Government Code, hold a public hearing on the Tentative Parcel Map on May 26, 2015, and subsequently adopted a motion recommending approval with findings and conditions to the City Council; and

WHEREAS, the City Council of the City of Coronado did, pursuant to Section 66452.2 of the Government Code, hold a public hearing on said subdivision request on June 16, 2015, and said public hearing was duly noticed as required by law and all persons desiring to be heard were heard at said hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coronado that the proposed Tentative Parcel Map for 924 E Avenue be approved and that the approval be based upon the following findings:

1. The proposed map is consistent with the Coronado General Plan and Zoning Ordinance in that the proposed residential use and density of development are permitted under the General Plan and Zoning Ordinance requirements;
2. The design and improvement of the proposed subdivision are consistent with the Coronado General Plan and Zoning Ordinance in that the design provides sufficient lot area and street access for proper development;
3. The site is physically suitable for the type of development in that the subject parcel of 5,600 sq. ft. is capable of supporting up to three dwelling units in the R-3 zone;
4. The site is physically suitable for the proposed density of development in that the number of units in the project is within the 28 dwelling units per acre standard specified in the Coronado Zoning Ordinance for the R-3 zone;
5. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, nor are they likely to substantially and avoidably injure fish or wildlife or their habitat and the project is categorically exempt from environmental review according to the California Environmental Quality Act (CEQA), in accordance with Section

15303 Class 3(b) for multi-family residential structures of six units or less, Section 15315 Class 15 for minor land divisions, and Section 15332 Class 32 in-fill development projects;

6. The design of the subdivision and the type of improvements are not likely to cause serious public health problems within the authority of the Coronado Public Health Officer;
7. The design of the subdivision and the type of improvements will not conflict with any easements acquired by the public at large and which are recorded or established by judgment of a court of competent jurisdiction; and
8. The Tentative Map meets all the requirements of the Subdivision Map Act and the Coronado Subdivision Ordinance and was approved, with conditions, by the Public Services, Engineering, and Fire departments.

BE IT FURTHER RESOLVED that the approval is subject to the following conditions:

Fire Department

1. Owner shall install a NFPA 13 compliant fire sprinkler and alarm system throughout the development in accordance with the National Fire Protection Association and California Fire Code Standards to the satisfaction of the City of Coronado Fire and Building Departments;
2. Owner shall provide appropriate Fire Department personnel and vehicle access including access to any locked common areas. All gates or other structures or devices that could obstruct fire access roadways or otherwise hinder emergency operations are prohibited unless they meet standards approved by the Fire Department and receive specific plan approval;
3. The location of any Fire Department connection and back flow prevention device (OS&Y valve) shall be approved by the Fire Department and Community Development Department and preferably face E Avenue;
4. Owner shall provide adequate water flow for firefighting based upon the square footage of the buildings and, if needed, Owner shall upgrade or install a fire hydrant within the adjacent public rights-of-way in accordance with the California Fire Code standard to the satisfaction of the City of Coronado Fire Department;

Engineering Department

5. Owner shall maintain a minimum of three feet of clearance between vehicular ingress/egress areas and any property lines extended, intersection radius, and any obstruction, e.g., utility poles, hydrants, trees, etc. The relocation of any of these items to obtain the needed clearances shall be the sole responsibility of the Owner;
6. Any existing sewer laterals used for new development shall be videotaped, at Owner's expense, for its entire length to the sewer main to assess its condition and suitability for continued use. The video shall be furnished to the City of Coronado Public Services and Engineering Dept. in DVD format and, based on its review, repairs or replacement of the sewer line may be required, at the direction of the City of Coronado. In accordance with the Municipal Code, fees will be charged for new sewer service lateral connections. Each building requires a separate sewer service lateral connected to the sewer main and the reservation of easements may be required;
7. Prior to demolition, any existing sewer laterals shall be capped and staked. Sewer laterals that are not used by the proposed development shall be removed by Owner from the City's rights-

of-way and capped within 24 inches of the sewer main under a permit issued by the Public Services and Engineering Department;

8. Owner shall underground all existing and future utilities to this site. Individual lots require separate utility service and utility easements shall be provided between the alley and the street. (Concrete replacement to accommodate the undergrounding of utilities shall be a minimum of 30 inches wide for the length of the repair);
9. Owner shall research and identify the location of existing utilities on the site prior to grading or excavating the site and the Owner shall be responsible to remove any utility location "mark out" indicators or paint;
10. Owner shall install all utilities which are not possible to underground, such as back flow valves and transformers, on private property and said utilities shall be permanently screened from public view, at the direction of the City of Coronado Community Development Department;
11. If any portion of the alley is disturbed (utility trenches, damaged during construction, etc.) the Owner shall remove and replace that entire panel (joint line to joint line) in accordance with City standards and the San Diego Regional Standard Drawings, at the direction of the City Public Services and Engineering Department;
12. Owner shall remove and replace the public sidewalk fronting the property in its entirety. The sidewalk should be replaced using the "historic" pattern in accordance with City standards and the San Diego Regional Standards Drawings (SDRSD), and verify limits of removal at the direction of the City Public Services and Engineering Department.
13. The adjacent public sidewalk and alley shall remain safe, smooth and free of all trip or travel hazards during construction. Owner shall repair any public paving damaged (e.g., sidewalk, curb, gutter, alley, street) during the course of this project at the direction of the City's Public Services and Engineering Department. All repairs to public property shall be in accordance with City standards and the San Diego Regional Standard Drawings;
14. Owner shall ensure all property corners have a survey monument installed by a California licensed land surveyor at locations indicated on the final parcel map and any monuments disturbed during construction shall be replaced by a licensed land surveyor at Owner's expense;
15. Owner shall assure that the storage of building materials, equipment, or containers (other than for refuse purposes) in the City right-of-way does not occur;
16. Owner shall apply for an encroachment permit from the Public Services and Engineering Department for any amenities proposed for the adjoining public rights-of-way and the Owner shall assume responsibility for costs associated with the construction and maintenance of said amenities;
17. Owner shall assure that all work performed outside of the private property lines shall conform to the San Diego Regional Standard Drawings and Coronado Special Construction Provisions and prior to construction a right-of-way permit shall be obtained from the Public Services and Engineering Department;
18. Owner shall comply with the City of Coronado's policy for proposed construction of subterranean garages/cellars dated June 2, 2005, if warranted by the improvement plan;
19. The City does not permit the discharge of groundwater or construction runoff into the storm drain system. Consequently, disposal of groundwater extracted from the site into the City sewer system, if warranted, requires approval and a permit from the City's Public Services and Engineering Department. The applicant must pay the costs for this operation and make

payments of a processing fee charged the City by San Diego's Metropolitan Waste Water Department;

20. Owner shall maintain on-street parking spaces, parking and traffic markings, and signage adjacent to the subject property except as required to be modified to provide vehicle ingress and egress to the property;

Public Services Department

21. Owner shall protect, irrigate, and maintain the existing street trees within the adjacent street public parkway; said trees shall be protected with an expandable collar and no turf shall be permitted within 12 inches of the trunk;
22. Owner shall install linear root barriers adjacent to all existing and newly planted shade trees on public or private property, which are within 10 feet of any public sidewalk, street or alley. Said barriers shall be installed adjacent to the sidewalk and curb face to extend 8 feet to each side of center of the tree installed and not encircle the trees. The barrier shall be a minimum of 12" and a maximum of 18" in depth and shall be either hard plastic or fabric impregnated with a root inhibitor (bio-barrier);
23. Owner shall provide an automatic irrigation system to all existing and proposed adjoining public property landscaping;
24. Owner shall provide an area on private property, accessible by all occupants, for the storage of recyclable materials to the satisfaction of the City of Coronado;
25. During project planning and design, the Owner shall incorporate effective construction and post construction Best Management Practices and provide all necessary studies and reports as determined by the Public Services and Engineering Director demonstrating compliance with the applicable regulations and standards. All project applicants shall complete and submit the City's Storm Water Project Assessment Form (Form 1) to determine the project's construction and post-construction storm water categories. The category determines the requirements for the project. Form 1 is available for download at: www.Coronado.ca.us/egov/apps/document/center.egov and shall be completed and submitted to: stormwaterreview@coronado.ca.us or delivered with the initial submittal to the City's Building Department counter: attention Public Services Storm Water Program;
26. Prior to approval of any and all demolition, construction, and building permits for the project, Owner shall demonstrate to the satisfaction of the Public Services and Engineering Director compliance with all of the applicable provisions of the following and any amendments thereto:
    a. The City of Coronado Stormwater and Urban Runoff Management and Discharge Control (Coronado Municipal Code Chapter 61.04)
    b. NPDES Municipal Permit No. CAS108758 (San Diego Regional Water Quality Control Board Order No. R9-2007-001 or re-issuances thereof)
    c. NPDES Construction Permit No. CAS000002 (State Water Resources Control Board Order No. 2009-009-DWQ or re-issuances thereof), including modifications dated April 26, 2001, where applicable.

Community Development Department

27. Owner shall reserve 20% of the units within the development "for rental" to persons qualified by the County Housing Authority as meeting Section 8 Rental Assistance requirements or to persons qualifying within very low and low income categories as established annually by the U.S. Department of Housing and Urban Development (HUD), or "for sale" to persons

qualifying within moderate income categories as established annually by the U.S. Department of Housing and Urban Development (HUD), or shall pay a fee in lieu thereof of $7,000.00 for every unit within the project, at the option of the subdivider, for the purpose of providing affordable housing assistance in accordance with Chapter 82.21 of the Coronado Municipal Code (CMC);

28. Owner shall assure that any common areas and easements be identified and described on the Final Map;
29. Owner shall comply with and, if there are CC&Rs, include in said CC&Rs:
    a) That no existing or future utility lines be permitted outside of the lot or private interest spaces (separate interest spaces or units) of which they serve unless located within a common area or an easement approved by the City of Coronado;
    b) That common area or reciprocal pedestrian easements be provided to allow all private occupants of the property access to both the street and alley. Where fences or walls are proposed, gates shall be provided to give said occupants access to both the street and alley;
    c) Easements and/or rights providing for pedestrian and vehicle access, utilities and/or other purposes, for each proposed condominium unit, are to be specified in any condominium plans and/or conveyances of any unit constructed within the boundaries of this parcel map. Any vehicle access driveway and vehicle maneuvering/turnaround space adjacent to garages or parking spaces shall be shared by all owners;
    d) That two required off-street parking spaces be provided for each dwelling with each space specifically assigned to each dwelling unit and clearly marked for such dwelling or use;
    e) That each off-street parking space required for all dwellings be continuously maintained free and unobstructed, with adequate ingress and egress, and not used for any use other than parking of motor vehicles;
    f) That any present or future outside storage of trash be accessible by all occupants and be enclosed within a minimum 5 ft. high wall with gate which shall be on private property and approved by the City of Coronado Community Development Department;
    g) That each existing and proposed dwelling unit held as a condominium form of ownership shall be provided with a minimum of 200 cubic feet of storage space per dwelling, in addition to closets customarily provided, in accordance with the Zoning Ordinance; and
    h) That none of the covenants, conditions and restrictions required by this condition shall be deleted, amended or modified without the prior written approval of the City of Coronado; and
30. If the above conditions have not been completed and accepted in accordance with standards established by the City prior to approval of the final map, then the subdivider shall enter into a secured agreement with the City for 150% of the estimated cost of constructing the improvements and performing the conditions before the final map is approved pursuant to CMC Section 82.16.080. Said agreement shall be prepared and recorded with the County Recorder's Office. If the above conditions are not completed prior to approval of the final map and a secured agreement is approved, all of the above conditions shall be completed to the satisfaction of the City of Coronado prior to any newly constructed dwelling's building permit being finaled or occupancy permitted.

PASSED AND ADOPTED by the City Council of the City of Coronado, California, this 16th day of June 2015, by the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

_____
Casey Tanaka, Mayor of the
City of Coronado, California

Attest:

_____
Mary L. Clifford
City Clerk

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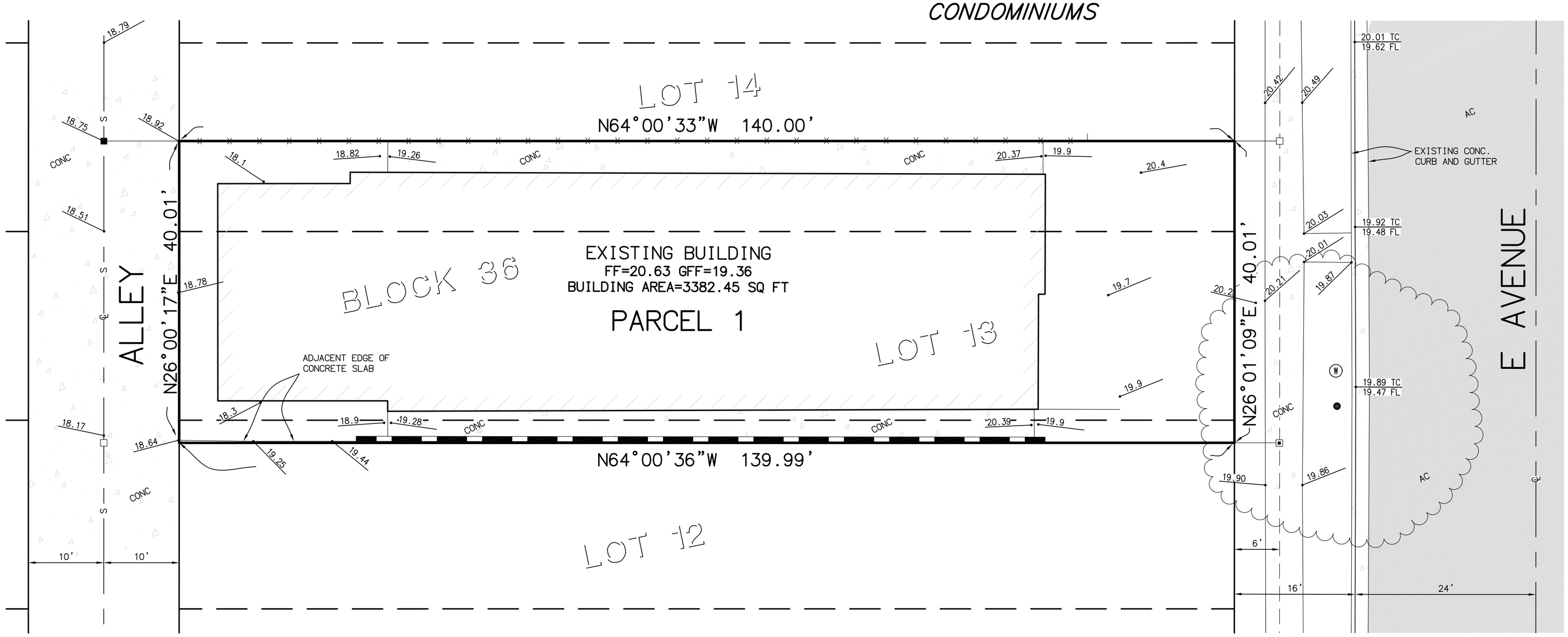
TENTATIVE PARCEL MAP

924–928 E AVENUE

CORONADO, CA 92118
CONDOMINIUMS



MAP STATEMENT

THIS IS A TENTATIVE PARCEL MAP FOR RESIDENTIAL CONDOMINIUM PURPOSES.
THE TOTAL NUMBER OF PROPOSED UNITS IS 3.

SITE ADDRESS

THE ADDRESS IS : 924 "E" AVENUE, CORONADO, CA. 92118

LEGAL DESCRIPTION

LOT 13, THE SOUTHERLY 12 FEET OF LOT 14, AND THE NORTHERLY 3 FEET OF LOT 12 IN BLOCK 36 OF CORONADO BEACH SOUTH ISLAND, IN THE CITY OF CORONADO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 376, FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER NOVEMBER 12, 1886.

ASSESSOR'S PARCEL NO.

APN: 537–322–24–00

LOT AREA

PARCEL 1 = 5601.12 0.13 ACRES

OWNER / APPLICANT

NADO PARTNERS LLC
PO BOX 180755
CORONADO, CA 92178

WATER SUPPLY

CALIFORNIA AMERICAN WATER

SEWER SERVICE

CITY OF CORONADO

BENCHMARK

BENCH MARK FOR THIS SURVEY IS A CITY OF CORONADO VERTICAL CONTROL MONUMENT, BENCHMARK NO. 422, A 2" BRASS DISC AT THE SOUTHEAST CORNER OF TENTH STREET AND E AVENUE.

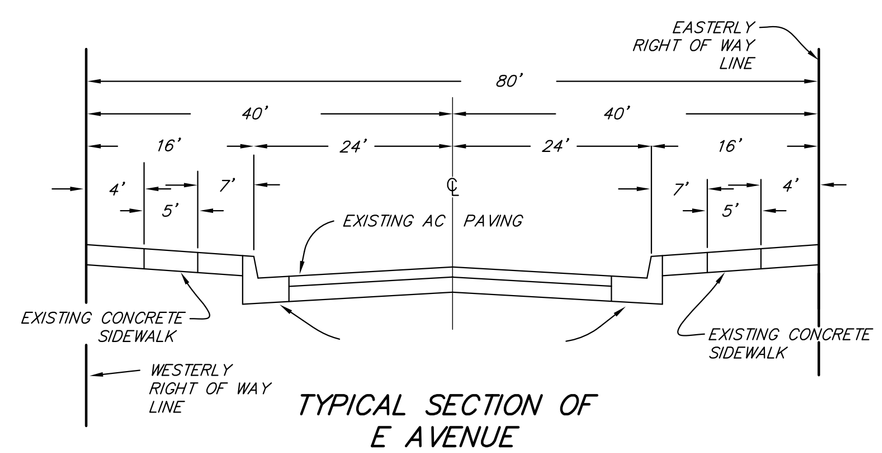
ELEVATION: 18.321

DATUM: NAVD 88

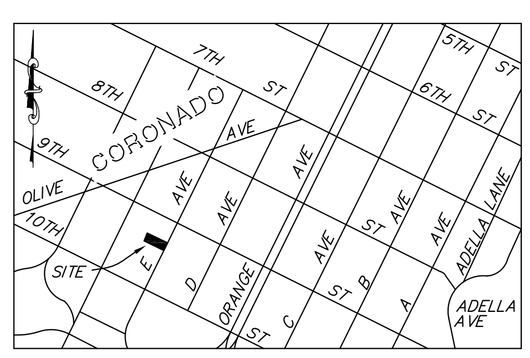
SURVEYORS NOTE

1. NO GRADING IS PROPOSED, NO GRADING PLAN IS REQUIRED PER CITY OF CORONADO CODES AND REGULATIONS.
2. ONE STREET TREE EXIST.
3. NO STORM DRAINS ARE PROPOSED, SITE IS SURFACE DRAINAGE ONLY.
4. NO PHASING OF THIS PROJECT IS PROPOSED.
5. STREET AND ALLEY IMPROVEMENTS ARE PROPOSED TO THE SATISFACTION OF THE CITY ENGINEERING DEPARTMENT.

SCALE 1" = 8'



TYPICAL SECTION OF E AVENUE

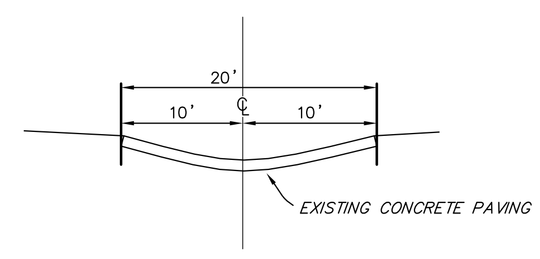


VICINITY MAP

NOT TO SCALE

LEGEND / KEY TO SYMBOLS

19.44	SPOT ELEVATION
(W) WM	WATER METER
TC	TOP OF CURB
FL	FLOW LINE
CONC.	CONCRETE PAVING
AC	ASPHALT PAVING
	EXISTING MASONRY BLOCK WALL
X	EXISTING CHAIN LINK FENCE
□	INDICATES A SET LEAD AND DISC MARKED "LS 7844" PER PENDING SURVEY
■	INDICATES A FOUND LEAD AND DISC MARKED "LS 7790"
▣	INDICATES A FOUND LEAD AND HOLE, RESET WITH LEAD AND DISC MARKED "LS 7844" PER PENDING SURVEY



TYPICAL SECTION OF ALLEY

PREPARED BY:

CELEBRATING 35 YEARS 1979 - 2014

KAPPA SURVEYING & ENGINEERING, INC.
8707 LA MESA BOULEVARD, LA MESA, CA 91942 (619) 465–8948 FAX: (619) 465–6410

LICENSED LAND SURVEYOR ALLEN R. A. TURNER III EXP. DEC 31 16 NO. 7844 STATE OF CALIFORNIA

4/14/2015

Allen R. A. Turner III PLS DATE

ATTACHMENT B

JOB NO. 285515 924 E AVENUE
DWG NO. 2015\285515 E AVE\DWG\TPM.DWG

DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION
1825 STRAND WAY, CORONADO, CA 92118
(619) 522-7326 / (619) 522-2418 (FAX)
COMMDEV@CORONADO.CA.US

CITY OF CORONADO

HANDOUT
706
FEB 2013

TENTATIVE PARCEL MAP

PURPOSE: To request a Tentative Parcel Map to allow for the creation of 4 or less parcels or 4 or less condominium units through the Subdivision Map Act process.

AUTHORITY: Coronado Municipal Code Title 82 and California Government Code Section 66473-66474.10.

NOTES:

1. Application packages for a Tentative Parcel Map shall be filed with the City of Coronado Community Development Department. Faxed applications will not be accepted.
2. Application packages must be submitted inclusive of all attachments and submittal requirements. Incomplete applications will not be accepted.
3. An application filing fee is required in accordance with the Development Fee Schedule adopted by the City Council.
4. The Planning Commission considers a request for a Tentative Parcel Map and makes a recommendation to the City Council who is the agency authorized to approve the Tentative Parcel Map.
5. In order to be docketed for a hearing before the Planning Commission, applications must be deemed complete. The City has 30 days to determine the application complete or incomplete.
6. Planning Commission hearings are held the second and fourth Tuesday of each month and City Council hearings are held on the first and third Tuesday of each month at 3:00 p.m., in the Council Chambers of City Hall. The Planning Commission recommendation to the City Council will be heard at the next available, publicly noticed meeting. The Tentative Parcel Map process generally takes six to ten weeks to process.

APPLICANT DATA:

Address of Property: 924 E Avenue, Coronado, CA 92118
Owner: Nado Partners Llc
Mailing Address: Po Box 180755 Coronado, CA 92178
Phone #: 619.894.0033
Email: lengineelements@yahoo.com
Signature:

Assessor Parcel No.: APN: 537-322-24-00
Applicant: Kappa Surveying and Engineering, Inc
Mailing Address: 8707 La Mesa Blvd, La Mesa 91942
Phone #: 619-465-8948
E-Mail: Rick@KAPPAinc.com
Signature:

SUBMITTAL REQUIREMENTS:

1. Completed Application Form and Filing Fee.
2. Two (2) sets of stamped envelopes addressed to all property owners within 300' radius of property (including name, address, and APN numbers). Please also include a separate listing of these names, addresses and APN numbers (do not attach mailing labels to envelopes unless separate list of addressees is attached).
3. Copy of deed and Preliminary Title Report identifying easements or restrictions placed on of property.
4. Fourteen (14) copies of Tentative Parcel Maps to include information described on supplemental form.
5. One (1) digital set of Tentative Parcel Map.

CITY STAFF USE: Case #: PC 2015-09 Date Received: 4/15/15 Fee: $572. Receipt No. 53669

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PUBLIC HEARING: SECOND READING – ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA AMENDING CHAPTER 16.14 OF THE CORONADO MUNICIPAL CODE INCORPORATING AND ESTABLISHING THE CORONADO TOURISM IMPROVEMENT DISTRICT II (CTID II); FIXING THE BOUNDARIES THEREOF; PROVIDING FOR THE LEVY OF AN ASSESSMENT TO BE PAID BY DESIGNATED HOTELS THEREIN; AND PROVIDING FOR THE ESTABLISHMENT OF AN ADVISORY BOARD

RECOMMENDATION: Hold the public hearing and adopt "An Ordinance of the City of Coronado, California Amending Chapter 16.14 of the Coronado Municipal Code Incorporating and Establishing the Coronado Tourism Improvement District II (CTID II); Fixing the Boundaries Thereof; Providing for the Levy of an Assessment to be Paid by Designated Hotels Therein; and Providing for the Establishment of an Advisory Board"; direct the City Clerk to read the title of the ordinance and publish the ordinance in accordance with state law.

FISCAL IMPACT: As provided in the adopted Resolution of Intent (No. 8738), it is anticipated that the CTID will generate approximately $636,000 in revenues, which will be dedicated toward group events and promotion and marketing that directly benefit the assessed hotels. There will be nominal fiscal impacts associated with the City's role in the formation, implementation and oversight of the CTID. The City will recover approximately $5,000 from the CTID to offset its direct out of pocket expenses.

CITY COUNCIL AUTHORITY: Adoption of an ordinance amending the Municipal Code is a legislative action. Legislative actions tend to express a public purpose and make provisions for the ways and means of accomplishing the purpose. Legislative actions involve the exercise of discretion governed by considerations of public welfare, in which case, the City Council is deemed to have "paramount authority" in such decisions.

PUBLIC NOTICE: In lieu of the full text of the ordinance being published within 15 days after passage, a summary of the ordinance was published five days prior to the meeting. The City Clerk will publish the summary again within 15 days after adoption. A copy of the full text of the ordinance will be made available in the Office of the City Clerk. A *Joint Notice of Two Public Hearings for the Introduction and Adoption of an Ordinance* was published in the *Coronado Eagle & Journal* on April 29, 2015.

A *Joint Notice of Public Meeting and Public Hearing* was mailed first class to the ownership representatives of the affected properties announcing the proposed dates and times for the introduction and adoption of the Enabling Ordinance.

BACKGROUND: On February 17, 2015, the City Council directed the City Manager to initiate the process to establish a *second* Tourism Improvement District within the same boundaries to be financed by an additional one-half percent (0.5%) assessment upon those hotels within the District with 90 or more rooms. Presently, this includes the Hotel del Coronado, Loews Coronado Bay Resort, Coronado Island Marriott Resort and Spa, and Glorietta Bay Inn.

On April 21, 2015, the City Council adopted a Resolution of Intent declaring its intention to establish the Coronado Tourism Improvement District II (CTID II) pursuant to the Parking and Business Improvement District Law of 1989. The Resolution and accompanying Initial Report outlined the CTID II boundaries, assessment amount, assessed properties, advisory board membership and role, as well as an annual service plan and budget for FY 2015-16.

The enabling ordinance was introduced at the May 5, 2015, City Council meeting for the first reading.

ANALYSIS: In California, tourist-related Business Improvement Districts are formed pursuant to the Parking and Business Improvement District Law of 1989, the Property and Business Improvement District Law of 1994, or by ordinance of a Charter City. Under both the 1989 and 1994 Laws, the formation process requires the City Council to adopt an Enabling Ordinance in addition to the Resolution of Intent to establish the District.

As provided under the 1989 Law, if at any time the City Council or the affected hotel owners believe the CTID is no longer necessary, there is the ability of either group to disestablish the CTID.

In addition to the adoption of the enabling ordinance, there are two other related action items on this agenda. These include the following:

- Adoption of a Resolution forming the CTID II Advisory Board.
- Approval of a Second Amendment to the Special Service Agreement with the Coronado Tourism Improvement District, the non-profit organization formed to administer the CTID.

ALTERNATIVE: The City Council could direct further modifications to the ordinance or decide not to amend the Municipal Code with regard to establishing the second Coronado Tourism Improvement District.

Submitted by Office of the City Manager/Ritter/Torres.
Attachment A: Enabling Ordinance

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	NA	JNC	MLC	NA	NA	NA	NA	NA	NA	NA

ATTACHMENT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA AMENDING CHAPTER 16.14 OF THE CORONADO MUNICIPAL CODE INCORPORATING AND ESTABLISHING THE CORONADO TOURISM IMPROVEMENT DISTRICT II (CTID II); FIXING THE BOUNDARIES THEREOF; PROVIDING FOR THE LEVY OF AN ASSESSMENT TO BE PAID BY DESIGNATED HOTELS THEREIN; AND PROVIDING FOR THE ESTABLISHMENT OF AN ADVISORY BOARD

WHEREAS, on April 21, 2015, the City Council of the City of Coronado adopted Resolution No. 8738, a Resolution of Intention to Establish the Coronado Tourism Improvement District II ("District II") pursuant to the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Sections 36500 et seq., (the "Act"); and

WHEREAS, as specified in Resolution No. 8738, the boundaries of the District II encompass hotels with 90 rooms or more within the City of Coronado; and

WHEREAS, in accordance with Resolution No. 8738 and the Act, the City caused a complete copy of the Resolution to be mailed, by first-class mail, to each of the proposed hotel businesses to be assessed within the proposed District; and

WHEREAS, pursuant to Resolution No. 8738 and the Act, a public meeting was held before the City Council of the City of Coronado wherein all interested persons were invited to provide oral or written testimony on the proposed District; and

WHEREAS, pursuant to Resolution No. 8738 and the Act, a second public meeting was held before the City Council of the City of Coronado wherein all written protests are to be duly filed and all oral protests were duly heard on the proposed District; and

WHEREAS, pursuant to Resolution No. 8738 and the Act, all written and oral protests made or filed were duly heard; evidence for and against the proposed action was received; a full, fair and complete hearing was granted and held; and the City Council determined that there was no majority protest within the meaning of Section 36525 of the California Streets and Highways Code; and

WHEREAS, following such hearings, the City Council hereby finds that the hotel establishments lying within the District herein created will benefit by the expenditure of the funds raised and the assessment levied hereby, in the manner prescribed herein; and

WHEREAS, the fiscal year for the District II will be from July 1, 2015 to June 30, 2016.

NOW THEREFORE, the City Council of the City of Coronado does ordain as follows:

SECTION ONE: That Title 16, Chapter 16.14 (Coronado Tourism Improvement District) of the Coronado Municipal Code is hereby amended to read as follows:

CHAPTER 16.14
CORONADO TOURISM IMPROVEMENT DISTRICT

16.14.010 Intent and Purpose
16.14.020 Establishment of the District
16.14.030 Imposition of Assessment
16.14.040 Levy of Assessment
16.14.050 Collection and Reporting of Assessment
16.14.060 Penalty for Delinquent Payment
16.14.070 Advisory Board
16.14.080 Annual Report and Review of Assessments
16.14.090 Use of Assessment Proceeds
16.14.100 Modification or Disestablishment

16.14.010 Intent and Purpose

This chapter shall be known as the "Coronado Tourism Improvement District." This chapter recognizes the importance of the tourism industry to the economic well-being of the City. The purpose for the formation of the District is to provide stable revenue to defray the costs of marketing and promotions services, activities and programs that will specifically benefit the hotel businesses and the tourist-serving businesses in the District.

It is the intent of this chapter to provide a supplemental source of funding for the marketing and promotion of tourism in the District and it is not intended to supplant any other existing sources of revenue that may be used by the City for the marketing and promotion of tourism. Therefore, the City Council finds and declares that the establishment of the District will help promote the public health, morals, safety and welfare of the City, as provided in this chapter.

16.14.020 Establishment of the District

Pursuant to the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Section 36500 et. seq., (the "Act") a business improvement district area designated as the "Coronado Tourism Improvement District I and II" (the "CTID") is hereby created and established. All hotels in the district established by this ordinance shall be subject to any amendments made hereafter to the Act or to other applicable laws. The boundaries of the CTID are the boundaries of the City of Coronado.

16.14.030 Imposition of Assessment

The City Council hereby levies, imposes and orders the collection of two separate one-half percent (0.5%) assessments to be imposed upon certain hotels within the CTID, which shall be calculated pursuant to section 16.14.040 of this chapter. The current one-half percent levy began on July 15, 2010. The new one-half percent assessment shall begin on August 1, 2015.

16.14.040 Levy of Assessment

The CTID will include all hotels consisting of 90 rooms or more, existing or future, within the boundaries of the CTID. The term "hotel" shall have the meaning defined in section 16.12.020(B) of the Coronado Municipal Code. The assessments shall be levied based upon two separate one-half percent (0.5%) surcharges on the gross room revenues collected per occupied room per night for all transient occupancies as defined in section 16.12.020(c) and (d) of the Coronado Municipal Code. The term "gross room revenues" shall be defined as "the total consideration received for occupancy of a room, or portion thereof, valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom whatsoever." Gross room revenues shall exclude transient occupancy taxes; paid occupancies by exempt government employees on official business pursuant to Coronado Municipal Code section 16.12.040; and paid occupancies beyond the twenty-fifth (25th) day pursuant to Coronado Municipal Code section 16.12.020(D). New hotels consisting of 90 rooms or more within the CTID boundaries will not be exempt from the levy of assessment as authorized by Section 36531 of the California Streets and Highway Code. Pursuant to the City of Coronado's transient occupancy tax ordinance, assessments pursuant to

the CTID shall not be included in gross room rental revenue for purpose of determining the amount of the transient occupancy tax.

16.14.050 Collection and Reporting of Assessment

A. The CTID assessments will be collected monthly by the assessed hotels based on two separate one-half (0.5%) percent surcharges on the gross room revenues per occupied room per night for the previous month. The amount of the CTID assessments, if passed on to each transient, shall be separately stated from the amount of the rent and other taxes charged, and each transient shall receive a receipt for payment from the operator. The payment of CTID assessments will be reported to the City in a separate remittance from regular transient occupancy taxes. The City will provide the assessed hotels the form for recording the CTID assessments. The proceeds from each separate CTID assessment will be recorded in a separate fund by the City.

B. Commencing upon the date the ordinance establishing the CTID is adopted by the City Council, a ninety (90) day "grace period" will be afforded to the assessed hotels during which time the assessed hotels may waive the 0.5% surcharge on the gross room revenues for those convention or conference contracts in effect prior to the adoption of the ordinance. A summary report will be developed in consultation with the City Treasurer identifying the deferred assessment amounts during this period.

C. It shall be the duty of the assessed hotels to keep and preserve, for a period of three (3) years, all business records as may be necessary to determine the amount of such separate assessment for which the assessed hotel is liable for payment to the City. The City shall have the right to inspect such records at all reasonable times and to apply auditing procedures necessary to determine the amount of assessment due.

D. Pursuant to Coronado Municipal Code 16.12.220, each assessed hotel will withhold two percent (2%) from the total amount due to the City Treasurer in the same manner and for the same purpose as regards to recovering administrative costs for TOT collection.

16.14.060 Penalty for Delinquent Payment

Any hotel that fails to remit any assessment imposed by this ordinance within the time required shall pay a penalty of ten percent (10%) of the assessment amount in addition to the

assessment. Any additional collection costs incurred by the City or collection agent acting on behalf of the City shall be added to the assessment amount due. Such additional costs may include, but are not limited to, attorney fees, court costs, agent fees, and servicing fees.

16.14.070 Advisory Board

A. The City Council shall appoint an Advisory Board pursuant to Section 36530 of the California Streets and Highways Code in order to make recommendations to the City Council on the expenditure of revenues derived from the levy of each separate assessment, on proposed improvements and activities, and on the method and basis of levying each separate assessment. The Advisory Board exists for the duration of the CTID. If the CTID is disestablished for any reason, the Advisory Board shall also be dissolved unless the City Council directs otherwise. The Advisory Board will elect a Chairperson and Vice-Chairperson. The members of the Advisory Board shall be considered as non-paid volunteers. The Advisory Board shall meet no less than bi-monthly and shall be subject to the Ralph M. Brown Act (California Government Code §54950 et seq.). The Advisory Board shall keep records in compliance with the California Public Records Act, California Government Code §6250 et seq.

B. The CTID Advisory Board shall consist of nine (9) members including a representative and alternate from the Hotel del Coronado, Glorietta Bay Inn, Loews Coronado Bay Resort, and Coronado Island Marriott Resort & Spa; a board representative and alternate from the Coronado Chamber of Commerce, Coronado MainStreet, Ltd., Coronado Historical Association/Visitor Center, and two at-large representatives. The City Council hereby makes a finding that Coronado Municipal Code Section 2.30.030 does not apply with regard to representatives from the assessed hotels who serve on the Advisory Board. The representatives from the four assessed hotels and three community organizations will serve as "standing" members. The at-large members will serve a fixed term of three years in accordance with the City's Ordinance No. 1546, provided the district is not disestablished before the passage of three years. Vacancies of at-large members will be filled in accordance with the Coronado Municipal Code. Each member of the Advisory Board will have equal voting weight on all matters before the Board. All Board decisions necessary to implement the Annual Report shall require four members of a quorum of the Board.

16.14.080 Annual Report and Review of Assessments

The Advisory Board shall prepare an Annual Report for each separate one-half percent (0.5%) assessment in accordance with the requirements of Section 36530 and 36533 of the California Streets and Highways Code. Upon approval of the Annual Report for each separate assessment, the City Council shall follow the procedures set forth in Section 36534 of the California Streets and Highways Code for the conduct of a public hearing on the assessments for the fiscal year referred to in the Annual Report. If written protests are received from hotels in the district paying fifty percent (50%) or more for each or either annual assessment, no further proceedings to continue the levy of assessments shall take place. The protests shall be weighted based upon the annual assessment for the prior year by each hotel.

16.14.090 Use of Assessment Proceeds

The Advisory Board shall prepare an Annual Report for each separate one-half percent (0.5%) assessment, specifying the expenses, services, activities, and programs to be funded by the assessment. Upon the City Council's approval of the Annual Report, no portion of the revenues from the assessments within the District shall be used for any purpose other than for the purposes specified in the Annual Report, as approved by the City Council, or as modified by the City Council pursuant to compliance with Sections 36534 and 36535 of the California Streets and Highways Code. No portion of the revenues from the assessments within the District shall be used for activities outside of the District.

16.14.100 Modification or Disestablishment

The City Council, by ordinance, may modify the provisions of this Chapter and may disestablish the CTID or parts of the CTID, after adopting a resolution of intention to such effect. Such resolution shall describe the proposed change or changes, or indicate that it is proposed to disestablish the CTID, and shall state the time and place of a hearing to be held by the City Council to consider the proposed action. If the operators of hotels that pay fifty percent (50%) or more for each or either assessment in the district file a petition with the City Clerk of the City of Coronado requesting the City Council to adopt a resolution of intention to modify or disestablish the district, the City Council shall adopt such resolution and act upon it as required by law.

Signatures on such petition shall be those of a duly authorized representative of the operators of hotels in the CTID. In the event the resolution proposes to modify any of the provisions of this Chapter, including changes in the existing assessments or in the existing boundaries of the district, such proceedings shall terminate if written protest is made by the operators of hotels that pay fifty percent (50%) or more of the assessments in the district.

SECTION TWO:

This ordinance was introduced on May 5, 2015.

SECTION THREE:

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Coronado hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

SECTION FOUR:

The City Clerk shall certify as to the adoption of this ordinance by the Coronado City Council, and it shall take effect thirty days after it is approved by the City Council.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Coronado on the 5th day of May 2015, and thereafter.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Coronado on the 16th day of June 2015, by the following votes, to wit:

AYES: **BAILEY, DOWNEY, WOIWODE, TANAKA**
NAYES: **NONE**
ABSTAIN: **NONE**
ABSENT: **NONE**
RECUSED: **SANDKE**

_____
Casey Tanaka, Mayor of the
City of Coronado, California

ATTEST AND CERTIFICATION:

I hereby certify that this is a true and correct copy of Ordinance No. ____, which has been published pursuant to law.

_____
Mary L. Clifford, City Clerk

COUNCIL REPORTS ON INTER-AGENCY COMMITTEE AND BOARD ASSIGNMENTS

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Agenda Item 11a: Report on Inter-Agency Committee and Board Assignments for Michael Woiwode

Period ending 06/02/2015

Friday, 5/29: Biked to work via the ferry for Bike to Work Day. Holland's did a great job of supporting. Many more ferry users than normal.

Monday, 5/25: Memorial Day ceremony in Star Park.

Sunday, 5/24: Coronado Yacht Club opening.

Thursday, 5/21: Harvey Milk Diversity Breakfast.

Wednesday, 5/20: As the SANDAG Military Working Group chair, briefed Japanese representatives at SANDAG on relationships between local jurisdictions and the military.

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Bill Sandke – Report on "Other Agency" meetings

5/21 San Diego Tax Payers Assn Dinner

5/22 SANDAG Borders Committee

5/23 Avenue of Heroes Reception and dedication

5/25 Memorial Day Event in Star Park

5/27 Meet with Liza Butler regarding Cays issues

5/28 South County EDC Maritime Forum

6/02 Main Street Board meeting

6/02 SANDAG Bi-National seminar

6/03 San Diego Airport Authority "Admiral Boland Way" dedication

6/04 METRO JPA Meeting and Strategic Workshop – Tour of Pt Loma Plant

6/05 Summer Shuttle Kick-Off event

6/05 Yacht Club and Fire and Lifeguard planning session for July 4th Bay Safety

6/06 Battle of Midway Commemoration Event

6/08 League of CA Cities monthly lunch and meeting

6/09 Chamber of Commerce Board Meeting

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ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA, CREATING THE CORONADO TOURISM IMPROVEMENT DISTRICT II ADVISORY BOARD AND APPOINTING ITS INITIAL MEMBERS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL SERVICES AGREEMENT WITH THE CORONADO TOURISM IMPROVEMENT DISTRICT FOR MANAGEMENT OF THE NEW DISTRICT

RECOMMENDATION: Adopt "A Resolution of the City Council of the City of Coronado, California, to Form the Coronado Tourism Improvement District II Advisory Board"; and Authorize the City Manager to execute a Special Services Agreement with the Coronado Tourism Improvement District to manage the *new* District.

FISCAL IMPACT: As provided in the adopted Resolution of Intent (No. 8738), it is anticipated that the CTID will generate approximately $636,000 in revenues, which will be dedicated toward group events and promotion and marketing that directly benefit the assessed hotels. There will be nominal fiscal impacts associated with the City's role in the formation, implementation and oversight of the CTID. The City will recover approximately $5,000 from the CTID to offset its direct out of pocket expenses.

PUBLIC NOTICE: None required.

CITY COUNCIL AUTHORITY: The Government Code provides that: 1) The Mayor is responsible for appointments to most commissions, boards or committees, with the approval of the City Council. Appointments to City commissions, boards or committees, therefore, are a legislative action. Generally, "legislative" actions receive greater deference from the courts, and persons challenging a legislative action must prove that the decision was arbitrary, capricious, or unlawfully or procedurally unfair. 2) Approving a contract is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right the courts will give greater weight to the City Council in any challenge of the decision to award the contract.

BACKGROUND: On March 3, 2015, the City Council appointed an *"interim"* Advisory Board to assist City staff with the development of the Initial Report and Resolution of Intent for the formation of a *new* Tourism Improvement District. On April 21, 2015, the City Council adopted Resolution No. 8738 declaring its intention to establish the Coronado Tourism Improvement District II (CTID II) and approving the Initial Report to the City Council.

Included on this agenda is a public hearing and second reading to adopt the ordinance to amend the Coronado Municipal Code to establish and incorporate the CTID II. If approved, the CTID II will take effect on August 1, 2015. The two related recommendations contained in this staff report are associated with the implementation of the new CTID II.

ANALYSIS:

CTID Advisory Board

Pursuant to California Streets and Highways Code Section 36530, the City Council is required to appoint an advisory board to make recommendations to the City Council regarding the collection of CTID assessments, expenditures of revenues from the assessment, and potential changes to the assessment. Adoption of the attached resolution further refines the role of the CTID Advisory Board and provides the City Council the authority to make appointments to the Board enabling it to conduct business in anticipation of the ordinance taking effect on August 1, 2015.

As with the *current* Advisory Board, the *new* CTID II Advisory Board will include representatives from the four assessed hotels, three community organizations and two at-large representatives. Provided below is a table listing the members and their respective affiliations:

Member	Affiliation
Andre Zotoff	Hotel del Coronado
General Manager	Loews Coronado Bay Resort
Nusrat Mirza	Coronado Island Marriott Resort & Spa
Claudia Ludlow	Glorietta Bay Inn
Eddie Warner	Coronado MainStreet, Ltd.
Phil Monroe	CHA/Visitor Center
Cindy Anderson	Coronado Chamber of Commerce
David Spatafore	At-Large
Mary Ann Berta	At-Large

CTID Special Services Agreement

On June 7, 2011, the City Council approved the incorporation documents developed by the CTID Advisory Board to create a non-profit mutual benefit corporation to implement the Annual Work Plan. This new entity bears the same name as the District. On June 21, 2011, the City Council approved a Special Services Agreement with this newly-formed non-profit corporation. On August 18, 2011, the City Manager and CTID Chairperson executed a Letter of Understanding amending the Special Services Agreement to revise the reporting dates for submission of the fiscal year-end and quarterly financial reports.

To ensure continued compliance with the 1989 Law and the Annual Work Plan, staff continues to attend CTID meetings and provide oversight as necessary. In addition, the Special Services Agreement with the CTID contains various safeguards to protect the City's interests.

With this arrangement, the CTID non-profit corporation is responsible for the day-to-day operation of the CTID with the CTID Advisory Board still advising the City Council, as needed, and submitting an Annual Work Plan in April of each year. The City Council still retains its ultimate authority over the CTID as exercised in its approval or modification of the Annual Work Plan, approval of the annual assessment, and in determining whether or not to continue to contract with the CTID non-profit corporation to administer the District.

Along with the above-referenced understandings and safeguards, the new Special Services Agreement will address certain financial reporting issues of the newly-formed CTID II to ensure compliance with Proposition 26. This includes the CTID non-profit creating another fund (to receive the wire transfer of assessments) and/or checking account (to record the expenditures). This will ensure (via auditing) that the expenditures are being used solely for the purposes outlined in the Initial Report and Enabling Ordinance. That is, for the direct benefit of the four assessed hotels.

ALTERNATIVE: The City Council could decide to: 1) not approve the appointment of the at-large CTID Board members and invite applications from other interested parties; and/or 2) not approve the new CTID II Special Services Agreement.

Submitted by Office of the City Manager/Ritter/Torres.
Attachments A: Resolution to Form the CTID Advisory Board
B: CTID II Special Services Agreement

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	NA	JNC	MLC	NA	NA	NA	NA	NA	NA	NA

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ATTACHMENT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA, TO FORM THE CORONADO TOURISM IMPROVEMENT DISTRICT II ADVISORY BOARD

WHEREAS, the Coronado Tourism Improvement District II ("CTID II") was formed June 16, 2015, pursuant to Ordinance No. _____ and California Streets and Highways Code Section 36500 *et seq.*; and

WHEREAS, pursuant to California Streets and Highways Code Section 36530, the City Council shall appoint an Advisory Board to make recommendations to the City Council regarding the annual collection of the assessment, expenditures of revenues from the assessment, and potential changes to the assessment; and

WHEREAS, this Advisory Board will exist only as long as the CTID II is in place and will serve the single purpose of advising the City Council on this CTID II; and

WHEREAS, pursuant to California Government Code Section 54952(b), this Advisory Board is subject to the Brown Act.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Coronado does hereby resolve, determine and find as follows:

Section 1. The recitals set forth herein are true and correct.

Section 2. The Council determines that the Coronado Tourism Improvement District II Advisory Board shall be formed for the assessment district approved on June 16, 2015.

Section 3. The Board shall consist of nine (9) total members to include a representative and alternate from the Hotel del Coronado, Glorietta Bay Inn, Loews Coronado Bay Resort, and Coronado Island Marriott Resort & Spa; a board representative and alternate from the Coronado Chamber of Commerce, Coronado MainStreet, Ltd., Coronado Historical Association/Visitor Center, and two at-large representatives.

Section 4. The City Council hereby designates the persons fulfilling the following positions or their designee as a member of the Board:

a.) General Manager, Hotel del Coronado;

b.) General Manager, Loews Coronado Bay Resort;

c.) General Manager, Coronado Island Marriott Resort & Spa;

d.) General Manager, Glorietta Bay Inn;

e.) Board Member, Coronado MainStreet Ltd.;

f.) Board Member, Coronado Historical Association/Visitor Center;

g.) Board Member, Coronado Chamber of Commerce; and

The City Council hereby designates the following persons as a member of the Board:

h.) David Spatafore, At-Large; and

i.) Mary Ann Berta, At-Large

Section 5. The Council makes a finding that Coronado Municipal Code Section 2.30.030 does not apply with regard to representatives from the assessed hotels who serve on the Advisory Board.

Section 6. The appointment and removal of Board members shall be made in accordance with the procedures set out in Section 16.14.070 of the Coronado Municipal Code.

Section 7. The Board members shall serve without compensation.

Section 8. The Board shall exist for the duration of the CTID II. If the CTID II is dissolved for any reason, then this Board shall also be dissolved, unless the City Council directs otherwise.

Section 9. The officers of the Board shall consist of a chairperson and vice chairperson, to be elected by the Board by a majority vote, and such other officers as the Board may from time to time designate. The term of said officers shall be fixed by the Board. The Board shall make its own rules and regulations and fix the procedure for calling, holding, and conducting meetings provided that such rules and regulations are not in conflict with the provisions of any laws of the state of California, City of Coronado, or laws or ordinances of any political subdivision thereof. The Board is subject to California Government Code Section 54952(b), the Brown Act.

Section 10. The Board shall have the following duties:

a.) To study, investigate and determine the need for the CTID II on an annual basis;

b.) To advise the City Council regarding the expenditure of assessment funds on an annual and ongoing basis;

c.) To prepare and file the annual report as described in California Streets and Highways Code Section 36533. Such report shall be submitted to the City Council no later than April 30 of each year;

d.) To study, investigate and determine the need for any changes to the CTID II on an annual basis to include in the annual report; and

e.) To perform any other functions as directed by the City Council from time to time.

PASSED AND ADOPTED this 16th day of June 2015, by the following votes, to wit:

AYES;
NAYES:
ABSTAIN:
ABSENT:

_____
Casey Tanaka, Mayor of the
City of Coronado, California

ATTEST

_____
Mary L. Clifford, City Clerk

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ATTACHMENT B

SPECIAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONADO
AND THE CORONADO TOURISM IMPROVEMENT DISTRICT
FOR THE OPERATION AND ADMINISTRATION OF
THE CORONADO TOURISM IMPROVEMENT DISTRICT II

This AGREEMENT is made and entered into as of the date of execution by the City of Coronado, a municipal corporation, hereinafter referred to as "CITY" and the Coronado Tourism Improvement District II, a private, non-profit, mutual benefit corporation, hereinafter referred to as "CTID."

RECITALS

WHEREAS, on June 7, 2011, the Coronado City Council approved the incorporation documents for the establishment of the CTID as a non-profit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law; and

WHEREAS, pursuant to the Parking and Business Improvement Area Law of 1989 (the "1989 Law") commencing with Section 36500 of the California Streets and Highway Code, the City Council, on March 3, 2015, appointed an *"interim"* District Advisory Board to submit an Initial Report to the City Council that outlined the proposed activities of the Coronado Tourism Improvement District II (hereinafter referred to as "District"); and

WHEREAS, pursuant to the 1989 Law, the City Council, on April 21, 2015, adopted Resolution No. 8738 declaring its intention to establish the District and authorizing the levying of assessments (the "Assessments") during Fiscal Year 2015-16 on certain hotel businesses within the District; and

WHEREAS, the City Council, on June 16, 2015, passed Ordinance No. _____ establishing the District; and

WHEREAS, the City Council at that time also established the *"permanent"* District Advisory Board to act in compliance with the 1989 Law to advise the City on the activities of the District; and

WHEREAS, the CTID has available personnel, resources and expertise to implement activities within the District which are permitted to be funded with proceeds of the Assessment.

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

1.0 TERM OF THE AGREEMENT

1.1 **Initial Term.** The term of this AGREEMENT shall be effective beginning the day, month and year of the execution of this document by the CITY and shall continue until June 30, 2016, unless earlier terminated or renewed in accordance with this AGREEMENT.

1.2 **Automatic Renewal.** Approval by the City Council of the Annual Report (defined in Section 2, hereof), including the proposed District budget, for each subsequent fiscal year shall automatically renew this Agreement with respect to such fiscal year; unless, however, the City or CTID provides written notice to the other, at least thirty (30) calendar days prior to the approval of the Annual Report by the City Council, of its intent to terminate the Agreement, with or without cause, or for any reason, in which case the Agreement shall terminate as of the end of the fiscal year in which the notice is given.

1.3 **Termination.** The CITY may suspend or terminate this Agreement immediately upon each breach of Sections 16 (Prohibited Interest) and 19 (Insurance Requirements). In addition, the CITY or CTID, upon at least ten (10) business days prior written notice, may terminate this Agreement on the grounds of breach of the Agreement, provided that the terminating party may withdraw its termination and reinstate the Agreement if the alleged breach is cured to its satisfaction during the ten (10) business day period.

1.4 Within thirty (30) calendar days after the effective date of any termination, the CITY shall reimburse CTID for work which has been performed as of the termination date or which is in progress and cannot prematurely be terminated by virtue of contractual commitments. Unexpended and unencumbered funds provided to CTID by the CITY pursuant to this AGREEMENT and all tangible assets purchased wholly with such funds shall be immediately returned to the CITY. Upon receipt of a notice of termination, the CTID shall cease all purchases using funds derived from the Assessments.

2.0 SERVICES TO BE RENDERED; ANNUAL REPORT; AND BUDGET

2.1 CTID shall use the funds provided by this AGREEMENT for group events and marketing and promotions that directly benefit the assessed hotel businesses located and operating within the boundaries of the District, as more specifically provided in this Section.

2.2 Pursuant to the 1989 Law, the CTID shall organize, administer, operate and provide such activities, programs or events (the "Activities") within the boundaries of the District, solely and exclusively for the benefit of the assessed hotels therein, as are set forth in the Resolution of Intent and Initial Report of the District as approved by the City Council. A copy of the Initial Report is set forth in Exhibit "A" attached hereto and incorporated herein by reference. Any subsequent Annual Report approved by the City Council shall supersede the Annual Report submitted for the prior fiscal year.

2.3 Except as provided in Section 2.4 below, on or before April 30 of each calendar year, the CTID shall submit to the District Advisory Board, on a form approved by the CITY, an Annual Report setting forth the following:

2.3.1 Current Fiscal Year: (1) the Activities or Improvements performed by the CTID during the current fiscal year; and (2) the budget for the District detailing actual and projected expenses incurred and Assessment revenues received.

2.3.2 New Fiscal Year: (1) the Activities or Improvements to be performed by the CTID for the District during the ensuing fiscal year commencing on the following July 1; (2) the proposed Assessment revenues anticipated for the ensuing fiscal year; (3) all other information required by the 1989 Law; and (4) the proposed budget for the District for the ensuing fiscal year listing the proposed expenditures and the amount designated for each proposed Activity or Improvement in such detail as may be required by the CITY.

2.3.3 The District Advisory Board shall submit the Annual Report to the City Council for review and approval on or before April 30 of each calendar year. Pursuant to the 1989 Law, the City Council may accept or modify the proposed Annual Report, including the budget. The CTID agrees to carry out such Activities and Improvements as are contained in the Annual Report approved by the City Council, within the limitations set forth in the budget therein, in accordance with all applicable laws. The CTID shall not spend any District funds except in accordance with the Annual Report approved by the City Council.

2.4 In any year when the District Advisory Board proposes that the City Council increase the Assessment; expand the number of assessed hotel businesses; and/or modify the activities or improvements for the ensuing fiscal year, the Annual Report shall be submitted to the City on or before March 30 of the calendar year preceding the start of such ensuing fiscal year.

3.0 COLLECTION OF ASSESSMENTS.

3.1 The CTID understands and agrees that the levy of Assessments by the CITY shall be in the sole discretion of the City Council. No provision of this AGREEMENT shall be construed as a promise, warranty or agreement by the CITY to levy Assessments against hotel businesses in the District. The CITY shall have no liability to the CTID for the CITY's decision to not levy Assessments or in connection with the amounts of any Assessments levied. The CTID understands and agrees that Coronado Municipal Code Chapter 16.14 in regards to the establishment of the District may be amended from time to time by the City Council.

4.0 DISBURSEMENT OF FUNDS; ANNUAL AUDIT REQUIREMENT AND QUARTERLY REPORTS

4.1. So long as the CTID is not in breach of this AGREEMENT, the CITY shall set aside and disburse all unexpended Assessments for Fiscal Year 2015-16 and collected Assessments for Fiscal Year 2015-16 and each fiscal year thereafter on a monthly basis for funding the Activities and/or Improvements pursuant to this AGREEMENT; provided, however, that CITY may retain up to five thousand dollars ($5,000) from the annual collected assessments for administration of

the District including, but not limited to, costs associated with conducting an agreed upon procedures review, as provided in this AGREEMENT. Disbursements shall be made in such manner as the parties representatives shall mutually agree upon in writing. The CTID may expend any funds received pursuant to this Agreement only for the purposes authorized by the 1989 Law and Coronado Municipal Code Chapter 16.14; and only in accordance with the Annual Report as approved by the City Council for the applicable fiscal year.

4.2 The CTID shall establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards as approved by the CITY. The system shall detail all revenues and expenditures of the CTID under this AGREEMENT and meet the minimum fiscal and internal control requirements as determined by the CITY. Within ninety (90) calendar days after the end of the District's fiscal year, the CTID shall submit to the CITY a financial report of the District's revenues, expenditures and completed Activities and/or Improvements for the preceding fiscal year. The CITY, at its sole discretion, shall have an agreed upon procedures review conducted of the CTID's financial records.

To ensure compliance with Proposition 26, the CTID shall establish a separate account to receive wire transfers of Assessments collected by the CITY for the District. This separate account shall be used to record any and all revenues and expenditures for the District.

4.3 In addition to all other reports required by law or ordinance, the CTID shall prepare and submit to the District Advisory Board and CITY detailed quarterly reports of all Activities and Improvements undertaken by the CTID for the benefit of the District. Reports for each calendar quarter and full year ending June 30 shall be completed and submitted as follows:

- Ending: September 30 Due: November 15
- Ending: December 31 Due: February 15
- Ending: March 31 Due: May 15
- Ending: June 30 Due: September 30

Each report shall identify, for each Activity authorized in the Annual Report, the amount of costs or expenses incurred, the amount of Assessments received, and the estimated revenues and expenditures for the remainder of the year. These quarterly reports are separate from the Annual Report of the District Advisory Board.

5.0 PROJECT COORDINATION.

5.1 The CITY's City Manager, or his or her designated representative, shall serve as the Project Manager for the CITY and shall supervise and direct all actions to be performed by the CITY pursuant to this AGREEMENT.

5.2 The CTID designates its Executive Director to be the contact person with regard to all actions to be taken on behalf of CTID pursuant to this AGREEMENT.

6.0 LEGAL RESPONSIBILITIES.

6.1 The CTID shall keep itself informed of all local, State and Federal laws, ordinances and regulations which in any manner affect those employed or contracted by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CTID shall at all times observe and comply with all such laws, ordinances and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CTID to comply with this section.

6.2 The CTID shall obtain all permits, licenses, or other approvals required by CITY or other local, State or Federal agency prior to commencing any Activities or undertaking any Improvements on its own behalf or on behalf of the District.

7.0 RELEASE OF INFORMATION.

7.1 Except for such documents as are public records under the California Public Records Act, all information gained by CTID in performance of this AGREEMENT shall be considered confidential and shall not be released by CTID without the CITY's prior written authorization. The CTID, its officers, employees, agents or subcontractors, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY unless such information is subject to disclosure under the California Public Records Act. Response to a subpoena or court order shall not be considered "voluntary" provided CTID gives CITY notice of such court order or subpoena.

7.2 The CTID shall promptly notify CITY should CTID, its officers, employees, agents or contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or activities. The CITY retains the right, but has no obligation, to represent CTID and/or be present at any deposition, hearing or similar proceeding. The CTID agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery.

8.0 OWNERSHIP OF DOCUMENTS

8.1 All work products (i.e., plans, studies, sketches, drawings, reports, etc.) as herein required to be prepared by or for the CTID and paid for by the Assessments are the sole and exclusive property of the CITY. The CTID shall furnish the originals of these documents when requested by the CITY. In the event this Agreement is terminated, all work products produced by the CTID or its agents, employees and contractors pursuant to this AGREEMENT will be delivered within five (5) business days to the CITY. The CTID will have the right to make one (1) copy of the work product for CTID's records.

9.0 PROPERTY ACQUIRED WITH PUBLIC FUNDS TO REMAIN THE PROPERTY OF THE CITY

9.1 The CITY shall be deemed the owner of and hold title to any property, whether real or personal in nature, acquired by the CTID and reimbursed or paid for, in whole or in part, by the Assessments pursuant to this AGREEMENT ("City Property"). The CTID shall maintain and keep accurate records, including evidence of title, and shall keep and maintain an inventory of all City Property. Upon termination of this AGREEMENT, the CTID shall immediately deliver evidence of title to the CITY for all City Property and shall arrange to have City Property delivered or disposed of in accordance with directions from the CITY. The CTID shall not use any Assessments to acquire any real property or enter into any leasehold agreement without the express prior written approval of the CITY.

10.0 TRADEMARKS AND COPYRIGHTS

10.1 So long as the CTID is not in breach of this AGREEMENT, the CITY hereby agrees to license to the CTID the CITY's financial interests derived from any trademarks assigned by the U.S. Patent Trademark Office for the sole and exclusive purpose of benefiting the District as approved by the City Council.

10.2 The CTID agrees that all copyrights that arise from the trademark or any other service will be vested in the CITY and CTID relinquishes all claims to the copyrights in favor of CITY.

11.0 COVENANTS AGAINST CERTAIN ACTIVITIES AND USES

11.1 The CTID covenants, guarantees and warrants to CITY as follows:

(1) No Assessments shall be used in any manner, directly or indirectly, to pay, reimburse or offset any dues, application, membership or other fee of the CTID, or other organization for or on behalf of any business or business owner.

(2) The CTID shall use its best efforts in good faith to encourage the assessed businesses within the District to pay the Assessments when due, and CTID shall not lobby for, support, encourage, advocate or represent any business seeking to defer or avoid payment of any Assessment.

(3) The CTID shall not use Assessments, or claim reimbursement from Assessments, for any activities, costs or expenses for the purpose of or related to any lobbying activities with members of the CITY Council or other officers of the CITY, whether or not on behalf of businesses within the District, or for any campaign activities or purposes related to any candidates for CITY Council or other elective office or any measures submitted to an election by the CITY or other public agency.

(4) The CTID shall use its best efforts to assist and cooperate with CITY in certain activities, events, or other business promotional services, upon the written request of the City Manager of CITY.

12.0 STATUS OF CTID

12.1 The CTID shall perform the Activities consistent with the Resolution of Intent and as provided for in the Annual Report attached hereto and incorporated herein by reference in a manner of CTID's own choice, as an independent contractor and in pursuit of CTID's independent calling, and not as an employee of the CITY. The personnel performing the services under this AGREEMENT on behalf of the CTID shall at all times be under the CTID's exclusive direction and control. Neither the CITY nor any of its officers, employees, agents, or volunteers shall have control over the conduct of the CTID or any of the CTID's officers, employees, or agents except as set forth in this AGREEMENT.

12.2 The CTID shall be under control of the CITY only as to the result of the work to be accomplished pursuant to the Annual Report approved by the City Council. The CTID shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress.

12.3 The CTID shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. The CTID shall not incur or have the power to incur any debt, obligation or liability whatsoever on behalf of or against City, or bind the CITY in any manner.

12.4 Neither the CTID nor CTID's employees shall be entitled in any manner to any employment benefits from the CITY including, but not limited to, employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the parties that neither CTID nor its employees or contractors are to be considered employees of CITY, whether "common law" or otherwise, and CTID shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees and agents.

13.0 SUBCONTRACTING

13.1 If CTID subcontracts any of the services to be performed pursuant to the Annual Report approved by the City Council, the CTID will be fully responsible to the CITY for the acts and omissions of CTID's subcontractor(s) and of the persons either directly or indirectly employed by the subcontractor(s), as CTID is for the acts and omissions of persons directly employed or contracted by the CTID. Nothing contained in this AGREEMENT will create any contractual relationship between any contractor or subcontractor of CTID and CITY. The CTID will be solely responsible for payment of contractors and subcontractors for services rendered. The CTID will bind every contractor and subcontractor by the terms of this AGREEMENT applicable to CTID's work unless specifically noted to the contrary in the contract or subcontract and preapproved in writing by the CITY Contract Officer.

14.0 ASSIGNMENT

14.1 The CTID shall not assign this AGREEMENT, or any performance, right, obligation or part thereof, or any monies due hereunder, without the prior written consent of the CITY.

15.0 PROHIBITED INTEREST

15.1 No officer, or employee of the City of Coronado shall have any financial interest, direct or indirect, in this AGREEMENT, the proceeds thereof, CTID, or CTID's subcontractors for this project, during his/her tenure with the CITY or for one year thereafter. The CTID hereby warrants and represents to the CITY that no officer or employee of the CITY has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of CTID or CTID's subcontractors on this project. The CTID further agrees to notify the CITY in the event any such interest is discovered whether or not such interest is prohibited by law or this AGREEMENT.

16.0 CONFLICT OF INTEREST

16.1 The CTID Board will comply with all disclosure requirements consistent with the City's Conflict of Interest Code in Chapter 1.20 of the Coronado Municipal Code. The City will evaluate CTID employees', agents', or contractors' duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and CITY's Conflict of Interest Code is required. The level of disclosure categories shall be set by the CITY and shall reasonably relate to the Scope of Services provided by CTID under this AGREEMENT. Should it be determined that disclosure is required pursuant to ATTACHMENT B - CONFLICT OF INTEREST DETERMINATION, CTID's affected employees, agents, or contractors will complete and file with the City Clerk those schedules specified by CITY and contained in the Statement of Economic Interests Form 700.

17.0 INDEMNITY - HOLD HARMLESS

17.1 CTID expressly warrants that the work to be performed pursuant to this AGREEMENT shall be performed in accordance with the Annual Report approved by the City Council. Where approval by the CITY or Contract Officer or other representative of the CITY is indicated, it is understood to be conceptual only and does not relieve the CTID of responsibility for complying with all laws, codes and industry standards.

17.2 To the extent permitted by law, CTID, through its duly authorized representative, agrees that CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CTID or any other person for, and CTID shall indemnify, protect and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "claims"), which CITY Indemnitees may suffer or incur or to which CITY Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss,

incurred debt or otherwise occurring as a result of CTID's negligent performance of any services under this AGREEMENT, or by the negligent or willful acts or omissions of CTID, its agents, officers, directors or employees, committed in performing any of the services under this AGREEMENT.

17.3 CTID's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the intentional wrongful acts, violations of law, breach of obligation hereunder, or negligence of the CITY or its elected and appointed boards, officials, officers, agents, employees and volunteers.

17.4 CTID shall provide a defense to the CITY's Indemnitees, or at the CITY's option, reimburse the CITY'S Indemnitees for all costs, attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which CTID is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

17.5 This provision shall not be limited by any provision of insurance coverage CTID may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. This provision shall survive expiration or termination of this AGREEMENT.

18.0 INSURANCE

18.1 Without limiting the indemnification obligations under Section 17 above, and prior to the effective date of this Agreement, the CTID shall obtain and shall maintain in full force and effect throughout the term of this AGREEMENT policies of insurance of the type and with the limits defined below:

(1) Comprehensive General Liability Insurance, including general contractual liability, business automobile liability, products and completed operations liability, all of which shall include coverage for bodily injury and property damage, in insurable amounts of not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000) aggregate.

(2) Director's and Officer's Liability (Errors and Omissions) Insurance with a minimum limit of One Million Dollars ($1,000,000.00).

(3) Faithful Performance and Loss Prevention Insurance, covering loss from theft, embezzlement or misappropriation, with a limit of One Hundred Thousand Dollars ($100,000.00).

18.2 The CITY shall be named as an additional insured on the required Comprehensive General Liability Insurance on a separate endorsement, and the endorsement shall contain the following language: "The City of Coronado is added as an additional insured with respect to the activities and operations of the named insured performed under contract with the City of Coronado. It is expressly agreed that any insurance maintained by the City of Coronado shall apply in excess of and not in contribution with the insurance provided by this policy. This

insurance shall not be canceled, limited or non-renewed for any reason until thirty (30) days after written notice has been given to the City of Coronado."

18.3 Before CTID shall employ any person or persons in the performance of the AGREEMENT, CTID shall procure a policy of workers' compensation insurance at the statutory limits as required by the Labor Code of the State of California, or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

18.4 CTID shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of work under this AGREEMENT. Failure on the part of CTID to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may terminate this AGREEMENT pursuant to Paragraph 1.3 above.

18.5 Any deductibles or self-insured retentions must be declared to the CITY. At the CITY's option, CTID shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

18.6 CTID hereby grants to CITY a waiver of any right to subrogation, which any insurer of said CTID may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

19.0 DISPUTES

19.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) working days thereafter, CTID shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the Contract Officer.

b. Within five (5) days of receipt of the position statement, the Contract Officer shall prepare a response statement containing the responding party's full position and a recommended method of resolution.

c. After the exchange of statements, if the dispute is not thereafter resolved, CTID and the Contract Officer shall deliver the statements to the City Manager for a determination.

19.2 If the dispute remains unresolved, and the parties have exhausted the procedures of this section, the parties will then seek resolution by mediation or such other remedies available to them by law.

20.0 GENERAL PROVISIONS

20.1 **Accounting Records.** The CTID shall keep complete and accurate records of the revenues and direct expenses pertaining to the District. The CTID shall keep such records on a generally recognized accounting basis. All records will be clearly identifiable. The CTID will allow the CITY's Contract Officer, or authorized representative, during normal business hours with two (2) business days advance notice, to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this AGREEMENT. The CTID will allow inspection of all work, data, documents, proceedings, and activities related to the AGREEMENT for a period of three (3) years from the date of final payment under this AGREEMENT.

20.2 **Governing Law.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of San Diego. CTID hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

20.3 **Business License.** CTID is required to obtain and maintain a City Business License during the duration of this AGREEMENT.

21.0 CTID OFFICE; NOTICES

21.1 The CTID warrants and agrees to establish and maintain its principal offices within the boundaries of the District during the entire period in which this AGREEMENT remains in effect.

21.2 All notices, requests, demands, or other communications under this AGREEMENT shall be in writing. Notice shall be sufficiently given for all purposes by: (i) personal delivery to the recipient, effective upon delivery; (ii) first-class mail, postage pre-paid, to the address of the recipient given below, effective three business days after deposit in a U.S. Postal Service mailbox or depository; or (iii) overnight delivery by commercial carrier, charges pre-paid, effective upon date of delivery confirmed by carrier. The addresses to which any notice shall be given for each of the parties are as follows:

a. The address of the CITY, and the proper person to receive any notice on the CITY's behalf, is:

City of Coronado
City Manager's Office
1825 Strand Way
Coronado, CA 92118
Tel. No.: (619) 522-7330; Email: tritter@coronado.ca.us

b. The address of CTID, and the proper person to receive any notice on the CTID's behalf, is:

Todd Little, Executive Director
Coronado Tourism Improvement District (CTID)
P.O. Box 180245
Coronado, CA 92118
Tel. No.: (858) 621-6215; Email: todd@toddlittle.com

21.3 The address for purposes of notice may be amended by either party upon giving written notice of such change to the other party in any manner described above.

22.0 PROFESSIONAL CTID'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

22.1 CTID certifies that CTID is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all employees, agents and contractors that are included in this AGREEMENT.

23.0 DISCRIMINATION AND HARRASSMENT PROHIBITED

23.1 CTID shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation. CTID shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. 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. CTID 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.

24.0 ADDITIONAL PROVISIONS

24.1 **Consequential Damages.** Neither party shall be liable to the other for consequential damages including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

24.2 **Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one or all of such

remedies or any other remedy or relief which may be provided by law, whether or not stated in this AGREEMENT.

24.3 **Waiver**. No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

24.4 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

24.5 **Integration**. This AGREEMENT, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire AGREEMENT of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this AGREEMENT, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this AGREEMENT. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this AGREEMENT.

25.0 SIGNATURES. Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CTID:	**CITY:**
By: _____	By: _____
Claudia Ludlow	Blair King
Chairperson, Board of Directors	City Manager
Date: _____	Date: _____

ATTACHMENT A – FISCAL YEAR 2015-16 INITIAL REPORT
ATTACHMENT B – CTID CONFLICT OF INTEREST DETERMINATION

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ATTACHMENT A
FY 2015-16 INITIAL REPORT

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Coronado Tourism Improvement District II Initial Report

April 21, 2015

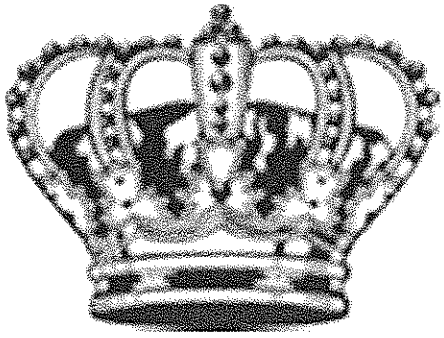


Table of Contents

Item		Page Number
I.	Overview	2
II.	Boundaries & Assessed Businesses	4
III.	Financing	6
IV.	Annual Service Plan & Budget	8
V.	Annual Reports and Administration	11

I. Overview

In California, Tourism Business Improvement Districts are formed pursuant to the Parking and Business Improvement District Law of 1989, Property and Business Improvement District Law of 1994, or by ordinance of a Charter City.

The Coronado Tourism Improvement District II (the "CTID II") is to be a benefit assessment district established under the Parking and Business Improvement Area Law of 1989 (Streets and Highways Code Section 36500 et seq.) (the "1989 Law"). As stated in the 1989 Law:

> *"The Legislature also finds and declares that tourism is a large and growing contributor to California's economy, and that promotion of a city's or county's scenic, recreational, cultural and other attractions as a tourist destination is an important public purpose."*

The CTID II will fund marketing and program programs to increase room occupancies benefiting the four assessed hotels. Highlights and details of the CTID II are provided below:

Name: Coronado Tourism Improvement District II

Boundaries: The CTID II is citywide, but businesses assessed will only include the existing and future hotels with ***90 or more*** rooms within the city limits of the City of Coronado.

Services: The CTID II will fund activities authorized under the 1989 Law. Specifically, this will include marketing and promotions to increase room occupancy of the four assessed hotels by promoting Coronado as a tourism destination.

Method of Financing: The CTID II assessment rate will be a one-half percent (0.5%) surcharge on the "gross room revenues" from hotels with 90 rooms or more.

Proposition 26: To ensure compliance with Proposition 26, the 0.5% assessment will be restricted to providing programs and services for the direct benefit of the assessed hotels as provided in this Initial Report.

Anticipated Proceeds: It is estimated that the CTID II will generate approximately $636,000 annually. The CTID II will operate on a fiscal year basis commencing on July 1 and ending on June 30.

Bonds: No bonds will be issued by the City to financially support the CTID II.

Governance: A nine-member Advisory Board will be established to report to the City Council regarding the implementation and operation of the CTID II. This may include the same members of the CTID I Advisory Board.

Duration: The CTID II assessment will be implemented no sooner than July 15, 2015 and will continue, if renewed for each fiscal year thereafter, unless and until the CTID II is disestablished pursuant to state law.[1]

Annual Re-approval: The Advisory Board shall submit an Annual Report to the City Council detailing revenues and expenditures for the prior and upcoming fiscal year and proposing changes, if any. The City Council will adopt a resolution approving the Annual Report and reauthorizing the levying of the new 0.5% assessment for the new fiscal year. The City Council may, at its discretion, modify certain elements of the Annual Report or disestablish the CTID II.

Why pursue another CTID 0.5% assessment for Coronado?

As addressed by the report entitled *"Coronado Off-Season Group Meeting Forecast and Cost-Benefit Analysis,"* prepared by Tourism Economics, that was presented to the City Council on February 17, 2015, there are several benefits to forming a second assessment district in Coronado:

- CTID hotels outperformed competing hotels in other Southern California markets during the early part of the U.S. recovery, but have fallen behind the competition in recent years.

- Despite group room rates running at a discount to transient bookings, the added value of catering and other group event services makes the group segment a vital aspect of the Coronado hotel sector.

- Additional funding received from increasing the CTID hotel room assessment from 0.5% to 1.0% would be directed toward group events promotion and marketing.

- The CTID assesses the lowest bed tax rate among destination marketing organizations (DMOs) in competing markets. The total hotel room tax assessment on CTID hotels is also below average for the competitive set, as is the CTID's available funding per room. Therefore, the CTID has room to raise its assessment rate without putting the Coronado hotel sector at a competitive disadvantage among competing Southern California destinations. Doing so

[1] Streets and Highways Code Section 36550.

would double the amount of funding available for CTID marketing per annum over the forecast horizon.

- The increased funding for CTID group promotion efforts would generate an estimated cumulative increase in room revenue of $25 million between 2015 and 2019. The result would be a 4% increase in expected room revenue above the expected total assuming the CTID assessment remained at 0.5%. Over the five-year forecast period, an extra 75,400 room nights would be generated.

- Additional room revenue generated from CTID group promotion efforts would also increase tax revenue received by the City of Coronado over the forecast horizon. Between 2015 and 2019, an additional $2.5 million in Transient Occupancy Tax (TOT) revenues would be generated, for an increase of 4%. Furthermore, the increase in guest expenditures at restaurants, retailers, and entertainment offerings would generate an extra $500,000 in Sales & Use Tax revenues – a 4% gain over the current TID assessment scenario.

- There is ample headroom to accommodate an increase in group meetings. District 2 would concentrate on the off-season when occupancy at the four CTID assessed hotels averages 66%. Nearby hotels enjoy overflow occupancy when host hotels are sold out due to a group meeting or convention.

II. Boundaries and Assessed Businesses

The CTID II will be citywide, inclusive of all areas within the city limits of the City of Coronado. The assessments will be uniformly applied throughout the District. No benefit zones will be established within the District.

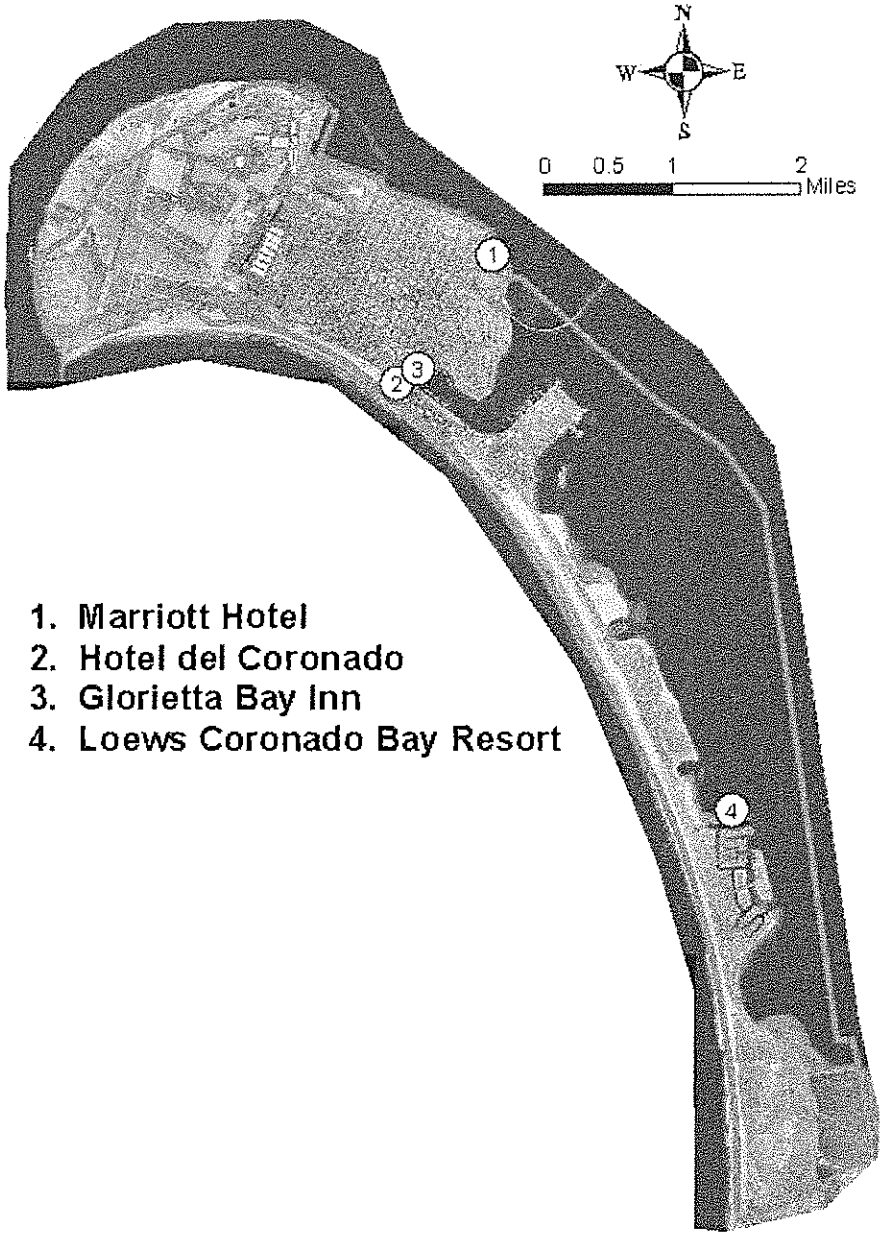
The assessed businesses will include hotels with 90 or more rooms located within the boundaries of the District. Presently, these hotels include the following:

No.	Hotel/Motel	Rooms	% of Total Assessment
1	Hotel Del Coronado	757	47.4%
2	Loews Coronado Bay Resort	439	27.5%
3	Coronado Island Marriott Resort	300	18.8%
4	Glorietta Bay Inn	100	6.3%
	TOTAL	**1,596**	**100.0%**

These four hotels comprise 82% of the total number of rooms available in Coronado and generate 94% of the City's total TOT revenues each year. Any hotel with 90 or more rooms constructed within the CTID II, or any existing hotel that increases its room capacity to 90 or more rooms, will be also be assessed.

A map of the CTID II showing the approximate locations of each of the currently proposed assessed hotels is provided below.

Map of the City of Coronado, California



III. FINANCING

Assessment
The CTID II assessment rate will be a one-half percent (0.5%) surcharge on "gross room revenues" from hotels with 90 rooms or more.

Gross room revenues are defined as "the total consideration received for occupancy of a room, or portion thereof, valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom whatsoever." Gross revenues shall exclude the following:

- Transient occupancy taxes.
- Paid occupancies by exempt government employees on official business pursuant to CMC 16.12.040.
- Paid occupancies beyond the twenty-fifth (25th) day pursuant to CMC 16.12.020(D).

The amount of assessment, if passed on to each transient, shall be separately stated on the statement from the amount of rent charged and any other applicable taxes or assessments, and each transient shall receive a copy of the statement from the business.

It shall be the duty of the assessed hotels to keep and preserve, for a period of three (3) years, all business records as may be necessary to determine the amount of such assessment for which the assessed hotel is liable for payment to the City. The City shall have the right to inspect such records at all reasonable times and to apply auditing procedures necessary to determine the amount of assessment due.

Pursuant to Coronado Municipal Code 16.12.220, each assessed hotel will withhold two percent (2%) from the total amount due to the City Treasurer in the same manner and for the same purpose as regards to recovering administrative costs for TOT collection.

An Approved Special Benefit Assessment
A special benefit is defined as a particular and distinct benefit over and above general benefits conferred on the public-at-large. Many general benefits are conveyed by municipal services such as fire protection, police services and public transit services. These services are targeted to serve the public at large and do not confer special benefits on particular businesses.

Under the Parking and Business Improvement Area Law of 1989, a special benefit assessment is defined as "a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and *promoting activities which will benefit the businesses*

located and operating within a parking and business improvement area."[2] The approved activities[3] include, but are not limited to:

- Promotion of public events which benefit businesses in the area and which take place on or in public places within the area.
- Furnishing of music in any public place in the area.
- ***Promotion of tourism within the area.***
- Activities which benefit businesses located and operating in the area.

However, in compliance with Proposition 26, the services outlined in this CTID II Initial Report are not intended to benefit the general public, but rather, are to provide targeted marketing and promotion services for the direct benefit of the assessed hotels that are located within the District.

Time and Manner for Remitting Assessments

The CTID II assessment will be implemented no earlier than July 15, 2015 and no later than September 1, 2015. The CTID II will operate on a fiscal year basis. The assessment will continue for each succeeding fiscal year if reapproved, unless modified or terminated pursuant to state law.[4] The assessed hotels will be responsible for remitting the CTID II assessments to the City along with their regularly monthly scheduled TOT payments (and CTID I assessments). Penalties and interest will be due on any delinquent assessments consistent with, and in the same manner as, the remittance requirements for payment of transient occupancy taxes.

The payment of CTID II assessments will be reported to the City in a separate remittance from both regular transient occupancy taxes and the current CTID I assessment. The City will provide the assessed hotels the form for recording the CTID II assessments. The proceeds from the CTID II assessments will be recorded in a separate fund by the City.

The time and manner for recording, reporting and remitting the CTID II assessments will be in accordance with the City of Coronado's TOT collection procedures. Procedures for collection of the CTID II assessment is subject to any changes the City may make in TOT collection procedures.

Commencing upon the date the ordinance establishing the CTID II is adopted by the City Council, a ninety (90) day "grace period" will be afforded to the assessed hotels during which time the assessed hotels will waive the new 0.5% surcharge on the gross room revenues for reservations and/or conference contracts in effect prior to the adoption of the ordinance. The CTID District II assessment will be applied to all new reservations and/or conference contracts booked on and after the date of adoption. A summary report will be developed in consultation with the City Treasurer identifying the deferred assessment amounts during this period.

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[2] Streets and Highways Code, Section 36506.
[3] Streets and Highways Code, Section 36513
[4] Streets and Highways Code Sections 36540-36542

By no later than September 1, 2015, the City will forward the collected assessments (along with those for CTID I) to the CTID non-profit corporation hired by the City to administer both CTID I and CTID II. The City will ensure that the expenditure of CTID II funds is consistent with this Initial Report and each succeeding Annual Report.

The City of Coronado will also conduct an annual "Agreed Upon Procedure Review" of the accounting practices employed by the assessed hotels with regard to the reporting of both the CTID I and CTID II assessments. A similar review will be conducted of the non-profit corporation that administers both CTID programs with regard to its recording and reporting of CTID II revenues and expenses

CTID II Budget Summary: Fiscal Year 2015-2016
The summary of the Annual Service Plan Budget for use of the assessment proceeds during the initial year of the CTID II is provided on the following pages. The plan is based upon a projection that the CTID II will generate approximately $636,000 annually.

Annual Service Plan Budget & Expenditures
The CTID II Advisory Board will supervise expenditures consistent with the Resolution of Intention, this Initial Report, and the Annual Service Plan Budget, as approved by the City Council. Although actual revenues will fluctuate due to market conditions, the proportional allocations of the CTID II Annual Service Plan, as shown on the following page, shall remain substantially the same unless such allocations are changed or modified pursuant to the prior approval of the City Council in accordance with state law.

On June 7, 2011, the City Council approved the incorporation of the Coronado Tourism Improvement District as a non-profit mutual benefit corporation organized under the California Non-Profit Mutual Benefit Corporation Law. The purchase of goods, services (including professional) and/or equipment with CTID II revenues will be handled by the non-profit corporation independent of the Coronado Municipal Code Chapter 8.04 and 8.05.

IV. Annual Service Plan & Budget

Annual Service Plan
This CTID II Annual Service Plan and Budget outlines the services that will be delivered throughout the District. The Service Plan also provides the framework for the Annual Report that is required to be submitted by the Advisory Board to the City Council each fiscal year.

The use of CTID II funding will be limited to marketing and promoting the four assessed hotels. CTID II funds may not be used for expenses inconsistent with the improvements and activities enumerated herein.

The revenues of the CTID II will not be restricted to the collected assessments. The CTID II may generate revenue from other potential funding including, but not limited to,

investment earnings, grants from public agencies, events, advertising sales, and other private funding sources. Notwithstanding the foregoing, the philosophy of the CTID II is to not directly compete with the retail sector of Coronado in the generation of revenues for the CTID II.

Group Marketing
The creation of District II is intended to strengthen and expand the strategies of District I, the existing CTID.

Since the inception of the CTID, the San Diego Tourism Authority (SDTA) has been a valuable partner. While it's fair to consider San Diego a competitive destination for group meeting planners, Coronado is carefully leveraged as a unique option for decision-makers. The CTID shares group sales and marketing staff at the SDTA, but Coronado has its own campaign, collateral and resources. Sales leads that are generated for the CTID assessed hotels are not shared with properties in San Diego.

In FY16 the Board has budgeted $450,000 for additional services from the SDTA that secure executive events, business conventions and group meetings. (These funds would accompany $400,000 in the District I budget.)

Many of the services the SDTA currently provides will be given greater funding to allow Coronado to contend against other coastal destinations. These would include familiarization tours for meeting planners, marketing, tradeshow outreach, website development, plus the salary and program of work for the National Sales Director. These are supported by the national and international work of the San Diego Tourism Authority teams.

Other Programs
The additional one-half percent (0.5%) assessment in District II would allow the CTID to further target specialized groups that also require blocks of hotel rooms, group meeting space, meals and services while visiting Coronado.

- The CTID has reserved funds ($5,000) so the Brian Brent Aquatics Center/BBMAC can more aggressively target swim teams that train in the off-season. It is understood these funds will be used to promote swim/stay at the four CTID assessed hotels.

- Familiarization tours will be arranged for travel agents that specialize in the luxury category. Not only do these agents provide valuable recommendations to high-wealth executive clients, they also book group meetings for businesses owned by their clients ($15,000.)

Additional Projects (Benefiting Hotels)
The CTID Advisory Board has earmarked funds ($50,000) for projects that benefit the hotels while improving the visitor experience. This could come in the form of

beautification, improved accessibility, additional safety or something that simply makes a lasting imprint on visitors.

Administration/Operations
Approximately 11% percent of the annual CTID II budget will be allocated to pay for administrative costs. This includes a prorated amount for the Executive Director and part-time employee as well as bookkeeping, legal, insurance, rent, etc.

Contingency Fund
Approximately twenty-five thousand ($25,000) of the annual CTID II revenue will be allocated to a contingency fund. In years in which annual District assessments do not fully fund all of its costs, funds from its contingency may be used to close the gap. The contingency fund will be maintained to cover expenditures that occur between the time the District incurs costs and the time that it receives assessment funds from the City. Also, provided the CTID II is not disestablished and the assessment is levied in succeeding fiscal years, the CTID II may carry forward uncompleted projects or unexpended assessment revenues from prior fiscal years in order to most effectively and efficiently manage its operations.

In the event the CTID II is disestablished, any remaining funds will be returned to the assessed hotels in shares proportional to the assessment, applying the same method and basis used to calculate the assessment in the fiscal year in which the district is disestablished.[5]

City Fee
The City of Coronado will charge the CTID II for its costs to conduct the annual Agreed Upon Procedure Review and for providing other staff support to the CTID II, as needed, not to exceed $5,000. These costs will be paid directly from the City's sub-fund account.

Provided below is a table illustrating the projected ***base line*** revenues and expenses of the Annual Service Plan **projected for the first fiscal year:**

Services Provided	Total	%
Estimated Revenue Generated by CTID II Assessment	$636,000	
San Diego Tourism Authority (SDTA) • National Group Marketing Programs	$450,000	71%
Other Programs • BBMAC Team Travel Hotel Promotion ($5,000) • Upscale Travel Agent Family Tour ($15,000	$20,000	3%
Additional Projects (Benefiting Hotels)	$50,000	8%
Administrative/Operations	$72,500	11%

[5] Streets and Highways Code Section 36551

Services Provided	Total	%
Administrative Fee to City of Coronado (not to exceed amount)	$5,000	1%
Contingency Fund	$25,000	4%
Subtotal	$622,500	
Balance	$13,500	2%
TOTAL	$636,000	100%

V. Annual Reports and Administration

Advisory Board

An Advisory Board, composed of nine (9) members duly appointed by the City Council, shall submit a report each fiscal year for which CTID II assessments are to be levied. The composition of the Advisory Board will consist of the same membership for the CTID I Advisory Board as follows:

- The designated representative and alternate of the owners of the four assessed hotels: Hotel del Coronado, Glorietta Bay Inn, Loews Coronado Bay Resort and Marriott's Coronado Island Resort. Designation shall be by title.

- The designated board representative and alternate from the Chamber of Commerce, Coronado MainStreet, Ltd., and Coronado Historical Association/Visitors Center. Designation shall be by name.

- Two at-large members, appointed by the City Council.

The representatives from the four assessed hotels and three community organizations will serve as "standing" members. The at-large members will serve a fixed term of three years in accordance with the City's Ordinance No. 1546, provided the district is not disestablished before the passage of three years. Vacancies of at-large members will be filled in accordance with the Coronado Municipal Code.

A finding will be required by the City Council that Coronado Municipal Code Section 2.30.030 (requiring residency for board appointments) will not apply with regard to representatives from the four assessed hotels who serve on the CTID II Advisory Board.

Each member of the Advisory Board will have equal voting weight on all matters before the Board. The role of the Advisory Board will be to:

- Provide general support and direction to the CTID Executive Director to implement the marketing and promotion programs and activities outlined in this Report.

- Work with City staff to establish procedures that aid in the implementation and intent of the CTID II.

- Review performance of third party contracts and make recommendations to the City Council with regard to these contracts in the Annual Report.

- Oversee preparation of the Annual Report to the City Council to ensure it is prepared in accordance with the Parking and Business Improvement District Law of 1989.

The Advisory Board will collaborate with the CHA/Visitors Center, Chamber of Commerce and MainStreet, Ltd., to avoid duplication of services.

The CTID II Advisory Board will be subject to the following provisions:

Meetings and Quorum
The Advisory Board will be required to meet no less than bi-monthly. The Advisory Board will elect a Chairperson and Vice-Chairperson. The members of the Advisory Board are considered as non-paid volunteers. A quorum of five members will be required to conduct CTID II business. All Board decisions necessary to implement the Annual Service Plan and Budget shall require four members of a quorum of the Board. An agenda will be forwarded to and posted by the City Clerk no less than 72 hours in advance of the meeting.

Brown Act Compliance
Although the Advisory Board is not considered a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.), meetings of the Advisory Board will be held in compliance with the public notice and other requirements of the Brown Act.

California Public Records Act Compliance
The CTID II Advisory Board and entity selected to administer the CTID II shall keep records in compliance with the California Public Records Act, Government Code §6250 et seq.

Annual Report
The Advisory Board shall present an annual report to the City Council prior to the end of each fiscal year of operation pursuant to and in compliance with Section 36533 of the California Streets and Highways Code.

Administration of CTID II Funds

The current "Special Services Agreement" with the non-profit corporation formed to administer the CTID I funds will be amended to include administration of the new 0.5% assessment. The Agreement with the CTID non-profit corporation contains various safeguards to protect the City's interests.

Pursuant to the current Agreement, the CTID non-profit corporation will be responsible for the day to day operation of CTID II (along with CTID I) with the CTID Advisory Board still advising the City Council as needed and submitting an Annual Report in April of

each year. The City Council will retain its ultimate authority over the CTID as exercised in its approval or modification of the Annual Work Plan, approval of the annual assessment, and in determining whether or not to continue to contract with the CTID non-profit corporation to implement the Annual Work Plan.

Legal Services

All legal services in support of the CTID II shall be provided by a qualified attorney retained by the CTID non-profit organization.

ATTACHMENT B

CONFLICT OF INTEREST DETERMINATION

CTID shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CTID 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 CTID has a financial interest as defined in Government Code Section 87103. CTID 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 City.

"CONSULTANT[1]" means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
6. Grant City approval to a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; **or**

(B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

[1] The City's Conflict of Interest Code and the Political Reform Act refer to "consultants," not "contractors." The City's professional services agreements might refer to the hired professional as a "contractor," not a "consultant," in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.

DISCLOSURE DETERMINATION:

□ 1. CTID will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.

□ 2. CTID will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. As a result, CTID shall file, with the City Clerk of the City of Coronado in a timely manner as required by law, a Statement of Economic Interest (Form 700) as required by the City of Coronado Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act. *

Signature _____ Date _____

Name _____ Department _____

City Attorney Approval of Determination _____

City Manager Approval of Determination _____

*CTID's disclosure of investments, real property, income, loans, business positions and gifts, shall be limited to those reasonably related to the project for which CTID has been hired by the CITY. The scope of disclosure for CTID is attached hereto as Attachment B-1.

ATTACHMENT B-1

CONFLICT OF INTEREST SCOPE OF DISCLOSURE
(For use in preparing California Form 700)

Investments: "Investment" means a financial interest in any business entity engaged in the business of sales, marketing and promotion benefitting Business Improvement Districts pursuant to the California Parking and Business Improvement District Law of 1989 and/or 1994, respectively.

Real Property: "Real property" interests are limited to real property in the city of Coronado, wherever located.

Sources of Income: "Sources of income" means income (including loans, business positions, and gifts) of CTID, in excess of $500 or more during the reporting period from sources that are business entities engaged in the business of providing sales, marketing and/or promotion support of Business Improvement Districts.

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APPROVE THE INITIAL CONCEPT PLAN FOR INGRESS MODIFICATIONS AND PARKING RECONFIGURATION ALONG PROSPECT PLACE, SOLEDAD PLACE, AND THIRD STREET IN SUPPORT OF SHARP CORONADO HOSPITAL'S COMMUNITY ACCESS IMPROVEMENTS AND DIRECT STAFF TO FACILITATE THE DEVELOPMENT OF AN AMENDED ENCROACHMENT PLAN FOR CITY COUNCIL CONSIDERATION

ISSUE: Whether to approve staff's continued work efforts with Sharp Coronado Hospital representatives to finalize the design and permitting for facility access improvements and subsequent parking reconfiguration within the public right-of-way along Prospect Place, Soledad Place, and Third Street and provide the finalized plans to the City Council for consideration of an amended encroachment permit to allow the work within the right-of-way.

RECOMMENDATION: Approve staff to work with Sharp Coronado Hospital to finalize the design of access and parking improvements at Sharp Coronado Hospital including a reconfiguration of Prospect Place, Soledad Place, and installation of angled parking on Third Street.

FISCAL IMPACT: None. The improvements being proposed would be designed, constructed and maintained by the applicant, Sharp Coronado Hospital, and memorialized by an amendment to their existing encroachment permit.

CITY COUNCIL AUTHORITY: Review and direction related to a study is a policy matter and an advisory action reflective of the Council's legislative role. Therefore a person that would challenge such a legislative action must prove that the decision was "arbitrary, capricious, entirely lacking in evidentiary support, or unlawfully or procedurally unfair" per the California court decision of *Fullerton Joint Union High School District v. State Bd. of Education* [(1982) 32 Cal. 3d 779, 786]. Under the California Environmental Quality Act, the Council's role is somewhat limited since the project is exempt from the Initial Study process as an "information collection" activity.

CEQA: Environmental review will be conducted as may be required based on the direction of the City Council.

PUBLIC NOTICE: Courtesy notices were sent to residents within 300' of the subject area. Comments and opinions received from the public are included in Attachment E.

BACKGROUND: The Public Services and Engineering Department received a conceptual proposal from Sharp Coronado Hospital and Healthcare Center for access and parking improvements along Prospect Place, Third Street, and Soledad Place, which are part of a larger renovation of the overall medical complex. The improvements are intended to improve vehicular circulation and site access in and around Sharp Hospital and include a reconfiguration of the existing valet service and on-street parking located on Prospect Place, a curbside pick-up/drop-off area on Soledad Place, and the installation of diagonal parking on Third Street (see Attachment A).

The Traffic Operations Committee (TOC) considered this item twice: On April 23, 2015, the TOC considered the proposal and ultimately recommended it be forwarded to the City Council

provided that the proposal be reviewed/modified to ensure the proposed design could accommodate the Fire Department's largest vehicle. On May 21, 2015, the proposal was again reviewed by the TOC and included additional analysis of fire truck and ambulance turning movements as well as additional correspondence received from residents.

ANALYSIS: The Sharp Coronado Hospital complex is located between Second and Third Streets with the hospital itself located on the west side of Prospect Place.

Existing Conditions on Prospect Place

Although a public street, all sidewalk, curb, gutter, landscaping, parking areas, and driveways along Prospect Place are maintained by Sharp Coronado Hospital in accordance with the terms of Encroachment Permit #5-89. A valet parking service is also operated by the hospital along Prospect Place in accordance with the terms of Encroachment Permit #4-10. Parking is available along the majority of both sides of the street via front-in perpendicular style parking stalls, and a bus stop is located on the east side of Prospect Place at approximately mid-block. There are currently 26 parking spaces (21 regular, five disabled) in the area of the proposed improvements (the southern half of Prospect Place).

Proposed Improvements on Prospect Place

The primary improvement along Prospect Place is the creation of a new pick-up/drop-off area near the building entrance. As proposed, vehicles would be able to pull out of the flow of traffic on the west side of the street in the southbound direction to load/unload passengers or utilize the hospital's valet service. The loading area would be protected by curb pop-outs. Traffic calming along the roadway would be provided by a landscaped center island. The resulting lane configurations would allow northbound vehicles up to 20' in length to make a U-turn mid-block in order to access the loading zone or return to Third Street. A turning movement analysis has also demonstrated that the proposed center island would not prevent a bus from passing through Prospect Place in either direction. As proposed, 12 of the 21 regular and one of the five disabled parking spaces on Prospect Place would be eliminated.

Conceptually, the proposed improvements seem feasible and would provide some traffic calming measures along Prospect Place. Although a number of parking spaces along the block are eliminated, additional improvements to Third Street are designed to offset the loss of parking. Existing surface drainage facilities running along the street may need to be modified in order to accommodate the proposed improvements, and additional curb modifications should be included as part of the project to help prevent northbound vehicles from driving up the existing pedestrian ramp and into the bus stop area; however, these improvements could be incorporated into the actual design plans for the proposed improvements. The additional turning analysis completed by the hospital's design team (modeling the turning capabilities of the 63'-long vehicle as well as typical ambulances) indicate emergency apparatus should be able to negotiate around/through all proposed improvements unobstructed in both directions (the rear wheel drive system [tiller truck] is required to be in use in the southbound direction). (See Attachments B and D.)

Existing Conditions on Third Street and Soledad Place

Both streets are classified as "residential" streets, measuring 48' from curb to curb. On-street parallel parking is allowed along the majority of both sides of each street with limited restrictions for blue, red, and white curb zones, as well as an occasional driveway. Aside from the hospital, adjacent land uses are residential.

Proposed Improvements on Third Street and Soledad Place

Existing pedestrian ramps and crosswalks at the intersection of Third Street and Prospect Place would be reconstructed with new corner bulb-outs to shorten pedestrian crossing distances and improve pedestrian visibility.

Proposed improvements or modifications along Soledad Place are limited. Three existing white curb zones totaling 60 linear feet in length would be consolidated into a single location mid-block. The new loading zone location would be set back behind the existing curb line with transitions in both curb, gutter, and sidewalk alignments being constructed on either side. The new loading zone area, as proposed, is approximately 95' in length, meaning there is a net decrease in available on-street parking of approximately 35 linear feet or 1.5 parking spaces.

Existing on-street parallel parking along Third Street would be reconfigured to diagonal parking. Similar diagonal parking configurations are located throughout the City on residential streets with parking stalls varying between 8.5' and 9' in width. Although toward the narrow side, 8.5'-wide diagonal parking spaces set at 60 degrees as proposed by the hospital are acceptable. The City has specific criteria regarding the conversion of parallel to perpendicular/diagonal parking spaces along residential streets. The existing hospital site is considered non-conforming in terms of on-site parking spaces provided. The City's analysis of the proposed diagonal parking layout shows the number of parking spaces along Third Street in the areas impacted by the proposed improvements would be increased from 21 parking spaces to 37, an increase of 76%. Therefore, all diagonal parking criteria are met (see Attachment C).

One existing driveway on Third Street provides access to the hospital's MRI facility. Vehicular access to this point (shown on Exhibit A) is needed roughly three times per year. The existing driveway is recommended to be removed and replaced with a standard curb. When vehicular access to the MRI facility is needed, approximately three parking spaces would be posted for temporary no parking and the hospital could utilize a temporary ramp to mount the curb and enter the facility. Details of this portion of the design would be determined during the final design of the project, but parking is envisioned to be available in this location for the vast majority of the time.

Overall, the proposed changes in all parking configurations (including the losses on Prospect Place) would result in the net loss of a single disabled parking space, but the creation of three unrestricted parking spaces. The improvements proposed would improve passenger loading/unloading accessibility as well as the functionality of the hospital's valet service; these improvements would likely offset the loss of the single disabled parking space as proposed. Accounting for all losses and gains in parking is shown in the conceptual design (Attachment A).

Conclusions

All proposed improvements seem feasible and meet City design standards, do not appear to have any significant negative impact on traffic patterns or safety, and will result in a minor increase in available on-street parking for the neighborhood. Neighborhood residents were notified of two public TOC meetings where the proposal was being considered and comments could be made – attached to this staff report is all written correspondence received to date, which include requests for additional landscaping along Third Street, implementation of time-restricted parking (one hour) on Third Street, and other general concerns regarding the proposed improvements (Attachment E). Although considered and presented to the TOC, none of the resident-requested

improvements are included in the hospital's proposed project nor have they been recommended for inclusion by staff.

If the proposed improvements are supported by the City Council, staff should be directed to continue working with the hospital's design team to finalize engineering plans and specifications for the proposed improvements. Staff would ultimately review the proposed plans and incorporate the improvements into the hospital's existing encroachment permits (currently limited to the existing, hospital-maintained improvements along Prospect Place including the valet parking service). The City Council would be required to approve of all modifications to the encroachment permit at a future Council meeting before the hospital could apply for a City-issued right-of-way permit that would authorize the actual construction of the improvements.

ALTERNATIVES: The City Council could direct staff to no longer coordinate with Sharp Coronado Hospital representatives regarding proposed improvements, or to continue working with hospital representatives given specific requirements or goals that must be met.

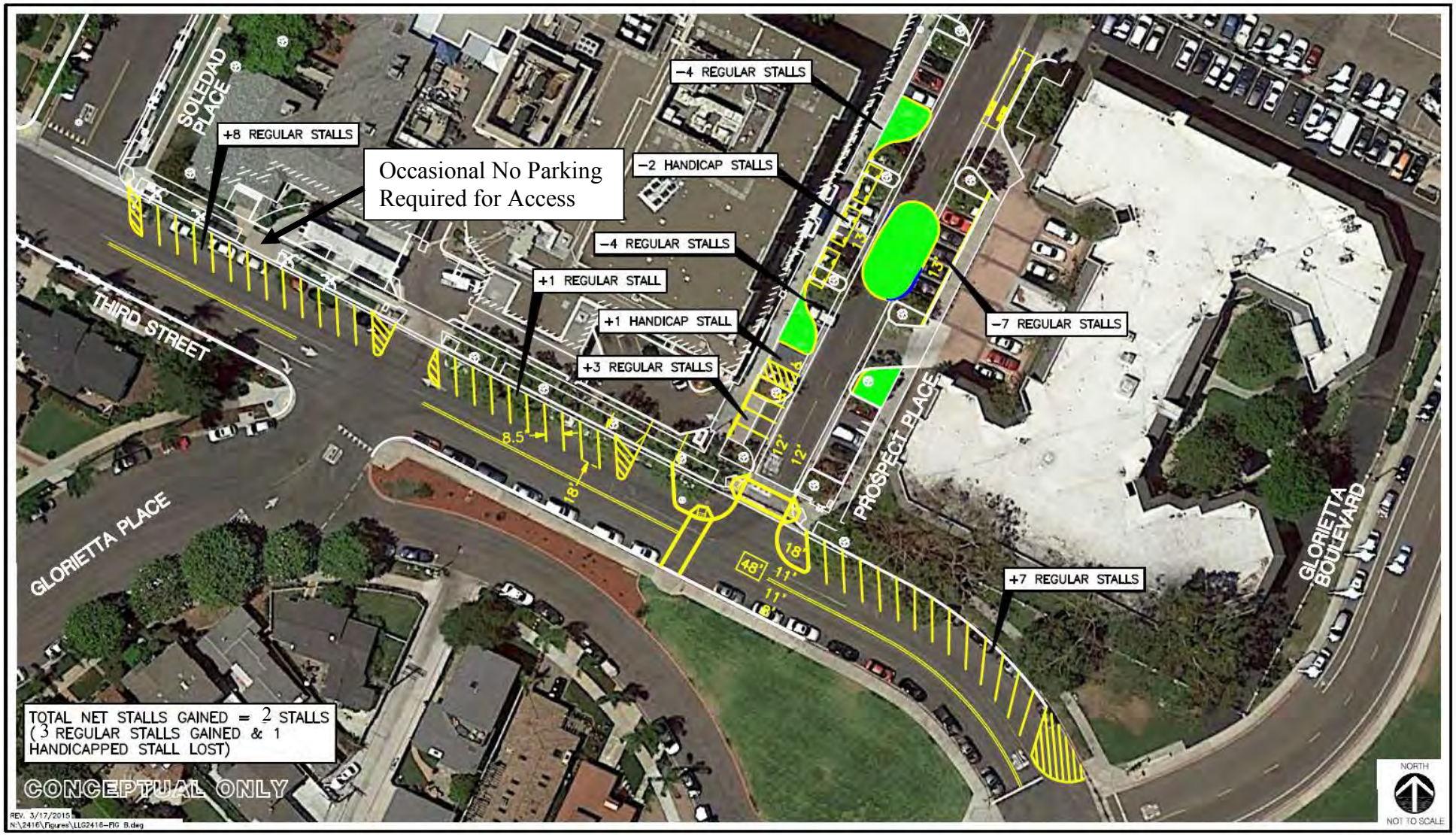
Submitted by Public Services & Engineering/Newton
Attachments: A) Conceptual Design
B) Turning Template Analysis
C) Diagonal Parking Warrant Analysis
D) Prospect Place Improvements (Rendering)
E) Public Comments Received

N:\All Departments\Staff Reports - Drafts\2015 Meetings\06-16 Meeting - SR Due June 4\SR Sharp Hospital Improvements 6-16-15.docx

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	NA	JNC	MLC	RH	EW	MB	NA	JF	CMM	NA

Attachment A – Conceptual Design

(Page 1 of 2)

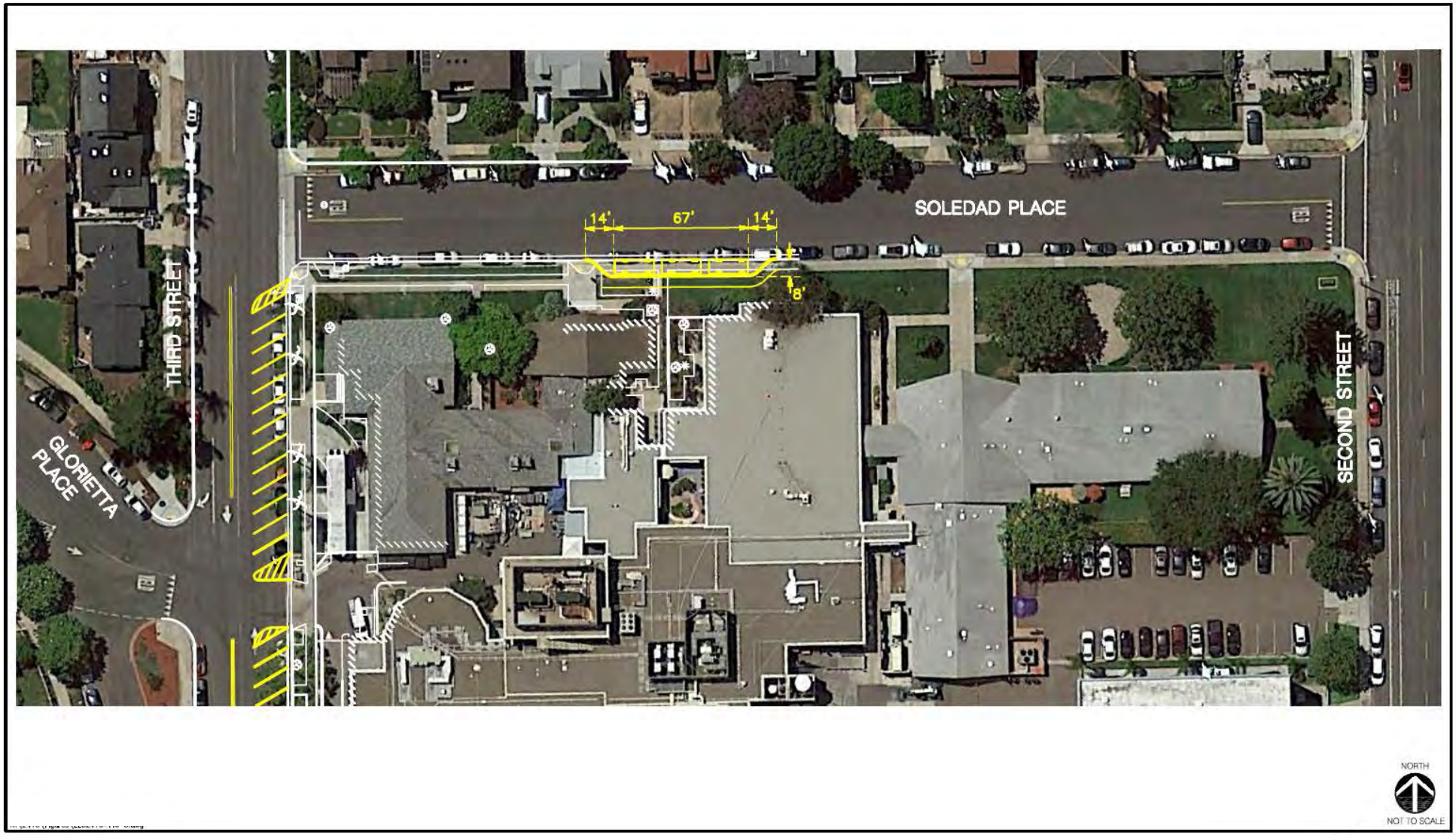


Proposed Angle Parking

SHARP CORONADO ENTRY RENOVATION

Attachment A – Conceptual Design

(Page 2 of 2)



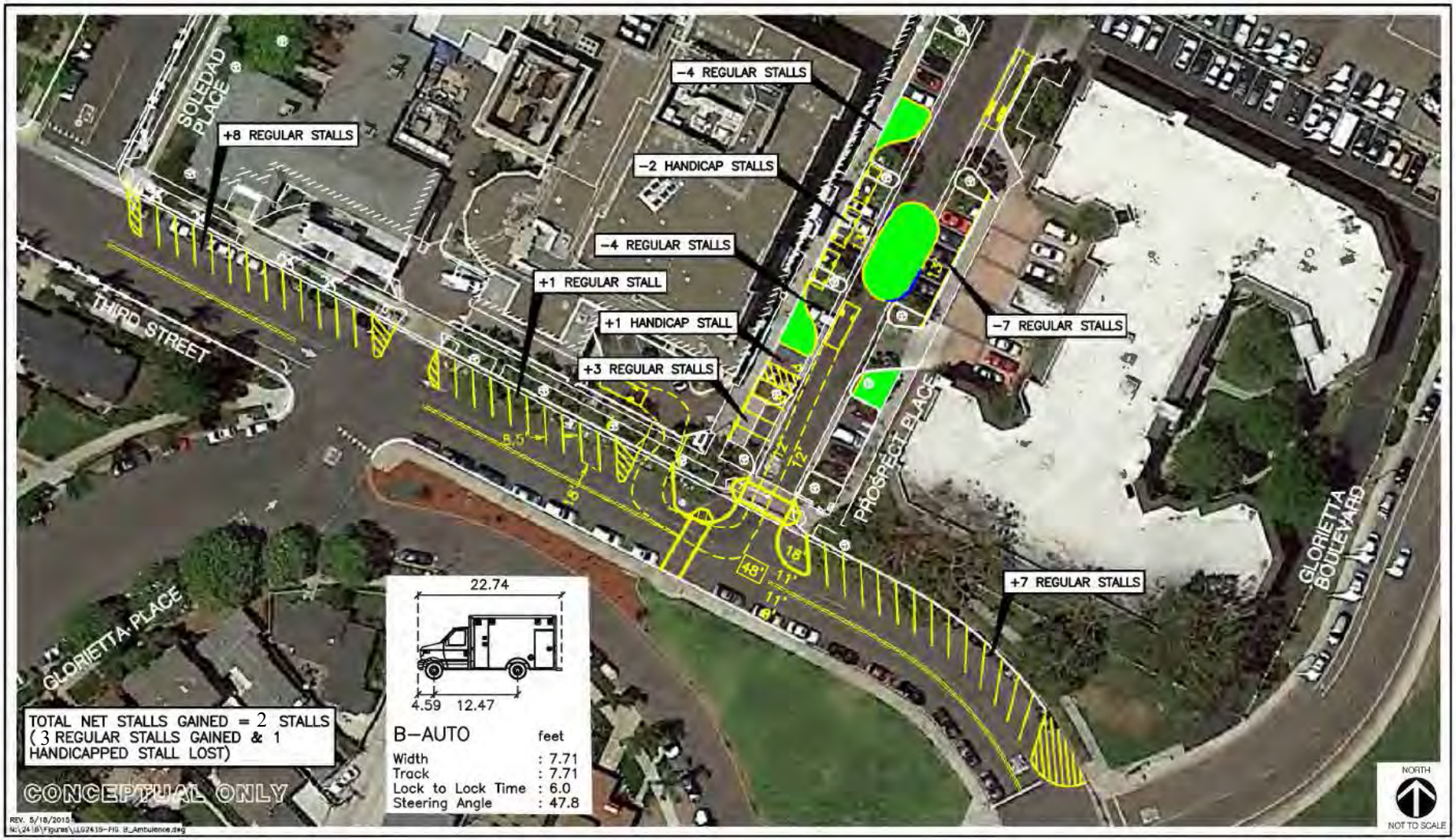
LINSCOTT LAW & GREENSPAN engineers

Proposed Parallel Parking

SHARP CORONADO ENTRY RENOVATION

Attachment B – Turning Template Analysis

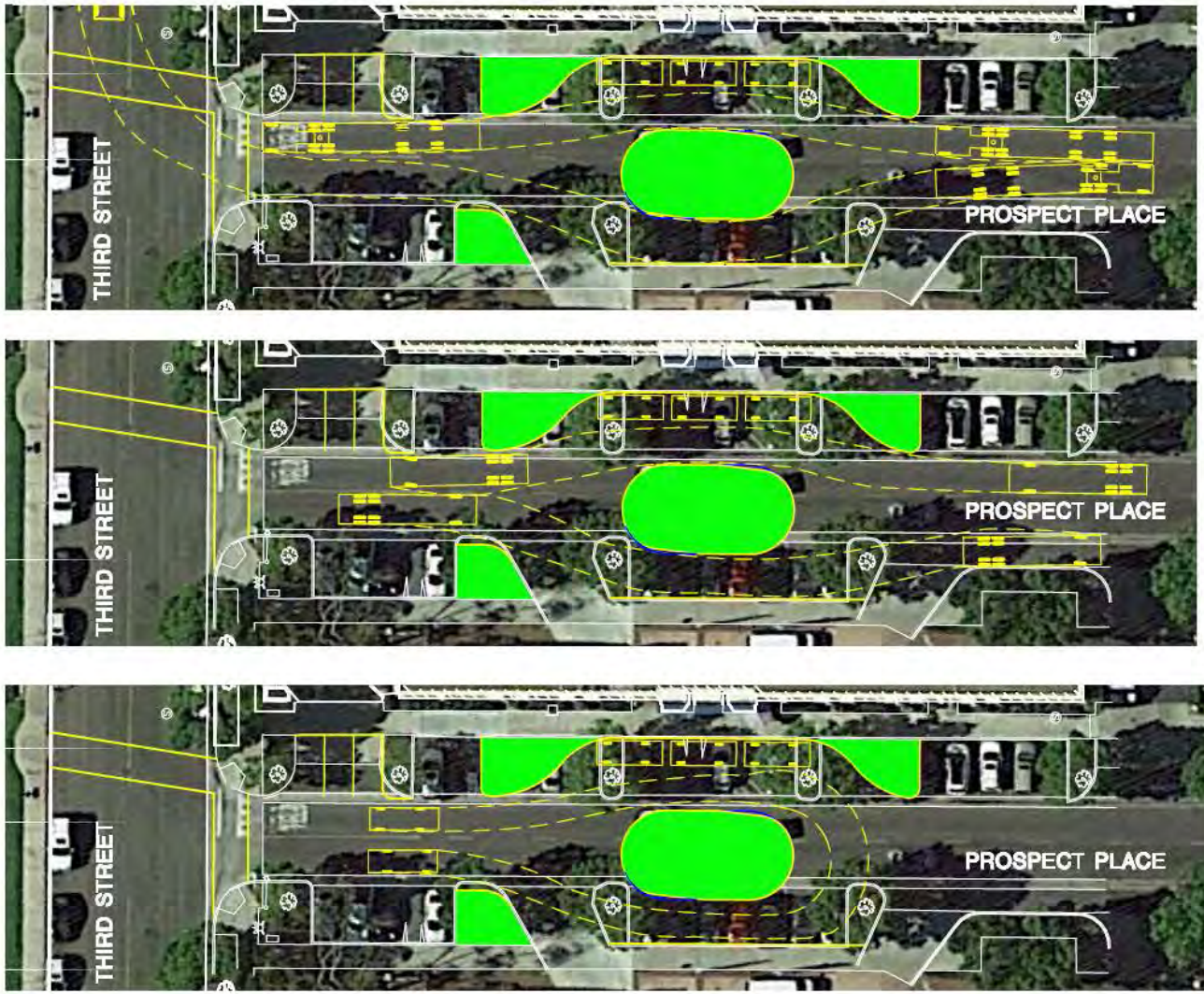
(Page 1 of 2)



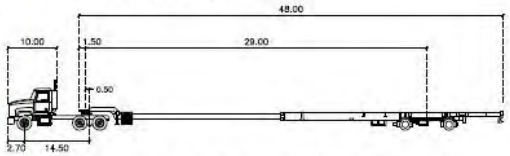
LINSCOTT LAW & GREENSPAN engineers

SHARP CORONADO ENTRY RENOVATION

Attachment B – Turning Template Analysis
(Page 2 of 2)

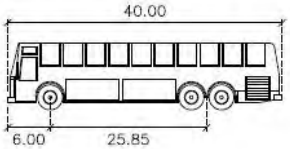


CORONADO FIRE TRUCK

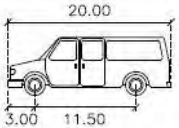


Fire Engine Apparatus Equivalent (Rear Steering)

	feet		
Tractor Width	: 8.25	Lock to Lock Time	: 6.0
Trailer Width	: 8.25	Steering Angle	: 40.0
Tractor Track	: 8.25	Articulating Angle	: 70.0
Trailor Track	: 8.25		



BUS–40	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 39.3



Large SUV/Shuttle Van	feet
Width	: 6.50
Track	: 6.50
Lock to Lock Time	: 6.0
Steering Angle	: 31.5

AUTOTURN TEMPLATES

SHARP CORONADO HOSPITAL AND HEALTHCARE CENTER
PULL-IN ENTRANCE RENOVATION PROJECT
DESIGN WORKSHOP #2- 02/6/15

SHARP Coronado Hospital

Nielsen Construction Ca · mia·SD · Nasland · avrpstudios · GSSI Structural Engineers

Condition	Existing or Proposed Study Roadway Conditions	Condition Met?
1. Street Width		
a. Curb-to-curb width must be at least 48' to permit 60-degree angle parking on one side with the retention of parallel parking on the other side.	48'	Yes
b. For 60-degree angle parking on both sides there must be a minimum curb-to curb width of 60'.	-	N/A
c. Curb-to-curb width of at least 76' is needed for one row of median area 60-degree parking with parallel parking along each curb adjacent to abutting property. For two rows of median parking the curb-to-curb width must be a minimum of 92'.	-	N/A
d. A special analysis is needed to determine the minimum street width to accommodate other parking angles or arrangement of parking spaces.	-	N/A
2. Traffic Volumes		
a. Average daily vehicular volumes on the street of 5,000 or fewer and no peak hour problems with congestion.	1,250 ADT	Yes
3. Block Length		
a. There will be no intermingling of angle parking and parallel parking in a single block length row. In particular, there should be no loading zones on the same block face with angle parking. Angle parking will not be installed for a length of less than a full block.	Angle parking on north side with no parallel parking or loading zones	Yes
4. Traffic Speed		
a. Angle parking zones shall not be places on streets with a speed limit of greater than 30 miles per hour.	Observed Speed (85th Percentile): 22.8 MPH	Yes
5. Additional Conditions		
a. Any changes to existing angle parking zones must be reviewed by the Traffic Operations Committee and approved by the City Council via adoption of a resolution.	-	N/A[a]
b. The Engineering Department shall conduct a survey to determine the amount of available on-site parking versus the required amount of on-site parking per the City's Municipal Code standards in place when the request was received. A sub-standard amount of on-site parking must be identified to warrant installation of angle parking.	-	Yes
c. The number of parking spaces a particular block is deficient by must be equal to, or exceed, the number of parking spaces that are generated through the installation of angle parking.		Yes
d. Angle parking will only be recommended if the number of parking spaces on one side of a street can be increased by more than 50%.		Yes
e. Back-in angle parking must be utilized on streets that are identified in the City's Bicycle Master Plan as having a Class II or Class III bicycle facility (either existing or proposed).	No existing or proposed bike facilities	N/A
All Applicable Warrant Conditions Met?		*Yes*

Footnotes:
a. No changes to existing angle parking zones are proposed.

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Attachment D – Prospect Place Improvements (Rendering)

SHARP CORONADO HOSPITAL AND HEALTHCARE CENTER
ENTRY BEAUTIFICATION PROJECT
DESIGN REVIEW COMMISSION 4/22/15

PROSPECT PLACE ENTRANCE

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Attachment E – Public Comments Received

From: [redacted] **On Behalf Of** NadoMark
Sent: Tuesday, April 21, 2015 2:03 PM
To: Newton, James
Subject: Sharp Hospital Parking

Hi Jim:

I live at 346 Glorietta Blvd. I will not be able to attend the meeting on the 23rd, but am interested to know if the proposed changes will effect on the surrounding neighborhood parking areas that are currently being abused by the same hospital workers on a daily basis. The same cars park in front of my house everyday. While most employees follow the guidelines and park in the designated areas, it appears some employees think they are exempt.

If the hospital is not going to enforce the rules, the city can make all the changes it wants to no avail. The same violators will continue to park where they want and when they want.

FYI - I have no problem with a patient parking in front of my house. Before I lived in this neighborhood I remember driving around the block many times before finding hospital parking. Neighborhood spaces should be for residents and patients. Employees should park elsewhere.

My suggestion is to limit parking to 1 hour without permit. That is ample time for a doctors appointment, yet short enough to discourage employees.

Thanks,
Mark Sacks

Attachment E – Public Comments Received

From: RJY [redacted]
Sent: Wednesday, April 22, 2015 4:58 PM
To: Newton, James
Cc: Chris E. Yardley; Roland Yardley
Subject: Fwd: Recommendation regarding proposed improvements at SHARP Coronado Hospital including reconfiguration of Prospect Place, Soledad Place, and installation of angled parking on Third Street

Dear Mr. Newton:

We received a courtesy notice with regards to the subject proposal. Regret that we cannot attend the meeting, but we'd like to provide our opinions to the traffic operations committee meeting, and we submit the following:

Our home is located at 234 Soledad Place, directly across from SHARP Coronado Hospital. The proposal includes a curb side pick-up/drop-off area on Soledad Place. Aside from the hospital, Soledad Place is a Residential Street.

The documentation notes that there is an existing white curb zone (for pick-up and drop-off) totaling 60 feet. A new loading zone is proposed for 95 feet.

With the changes proposed on Prospect Place with drop-off and pick-up, what is the need for even greater pickup/dropoff on Soledad Place? Has the need to increase in pick-up and drop-off requirement (on Soledad Place) been quantitatively evaluated? What is driving the need for the increased capability — i.e. what problem are they trying to solve? The details of the requirements for this change are scant.

While this proposal addresses the hospital's plan, it does not address the impact on the hospital's resident neighbors and homeowners.
Here are few impacts that are not addressed:

- This proposal effectively eliminates 2 parking spaces (or 1.5 as stated in the proposal) on Soledad Place. It's difficult to find street parking on Soledad Place today.
- With Soledad Place being a residential street, what are the consequences or impacts to the residents with regard to a 95-foot area?
    - More traffic? A 95-foot area pickup/dropoff area will increase utilization and vehicular traffic on Soledad Place.
    - Increased headlight intrusion into residences from vehicles?
    - Increased room for vehicles to conduct U-turns on the street?
    - What are plans for this area -- used for valet service now or in the future?
    - Why the need for an expanded area?

This proposal changes the complexion and neighborhood feeling of the street.
Are the neighborhood factors being considered by the Traffic Operations Committee?

Sharp Coronado Hospital is our neighbor on a Soledad Place. The current layout is unobtrusive. The proposal and reason for it are unclear. The impact on the neighborhood will be significant. Request that the Traffic Operations Committee evaluate the full impact of the proposal to include all parties and neighbors involved, before forwarding to the City Council for consideration.

We request to be notified of all proceedings related to this proposal.

Respectfully submitted,

Roland and Chris Yardley
234 Soledad Place
Coronado, CA 92118

06/16/15

May 20, 2015

Jim Newton
Principal Engineer
City of Coronado

Re: Sharp Coronado Hospital "Beautification"/ Enhancement Project/ resulting in adverse effects re parking/ traffic and esthetics relating to my residence at 1460 Third St. (corner of Third + Glorietta Place) - combined with an already unattractive view of the MRI Truck

In mid March I received a Notice from the Hospital re 2 meetings pertaining to Hospital "Beautification" + indicating "our goal is to Enhance the neighborhood."

I attended the 4/2/15 meeting and learned of a plan to replace parallel parking with diagonal parking from the North side of Third St. between Glorietta Blvd. + Soledad Place which puts it in front of the Foundation Bldg + opposite my home.

I suggested at the meeting that diagonal parking stop between the Foundation Bldg and the E.R. at the point of the E.R. driveway opposite Third + Glorietta Place - and leaving the parallel parking as it is up to the corner of Soledad + opposite my residence, which will look less commercial. It seemed a logical solution. I was told by one of the Design Firm members that it would not look right.

3 -

The Hospital notes of their 2 meetings said. "Sharp Coronado Hospital's back Entrance on Soledad Back will welcome guests with a garden like atmosphere completing this residential street" accompanied by a picture of planted flowers and potted plants, etc. Last time I looked the 1400 block of Third St. is residential area.

In the case of the residents on Glorietta Blvd. those homes already have a large land berm/park in front of their homes giving them some protection from traffic and parking problems. I believe they are requesting some type of "screening" via landscaping on the South side of Third St. to block their view of the headlights, cars + the MRI truck (just as long as the screening doesn't block my view of the beaches). The headlights, cars, + MRI truck are not new problems for me.

4 -

My residence at 1460 Third St. (corner of Third St. + Glorietta Blvd) is by far the most negatively impacted but there appears to be no effort whatever to make alternate plans that will not adversely effect my residence and its value "r and certainly no "beautification".

The Hospital plan has eliminated parking in front of its main building on Prospect and moved the traffic and parking problems encountered there to Third St.

I also have received conflicting messages depending on whether I'm speaking to someone with the city or someone with the Hospital. For example the city indicated the diagonal parking would be available to anyone -

5 -

and the Hospital said it would not be available to their employees.

I have had some problems with Hospital employees - which began when the Hospital became a non-smoking campus. The employees would cluster on the parking strip that surrounds my residence - or the sidewalk - throwing cigarette butts into the shredded bark that is between plants on the parking strip - raising a fire concern. Every time there was a "project" at the Hospital the construction workers would follow suit.

Once the city became non-smoking - the problem improved regarding the smoking situation - but moved into the passenger side of one employee's car parked in front of my house (with the passenger door open)

6 -

and the cigarette butts continued to be tossed into the bark instead of the car ashtray. Ultimately the Hospital spoke directly to the employee.

Then used surgical gloves started appearing inside my yard. That problem appears to have stopped.

I am going on record as objecting to changing the parking across the street from my home which takes away from the residential appearance + makes it look commercial (and the MRI truck does not help) - plus I suspect the change will cause traffic issues due to the need to back out into oncoming traffic on Third St. when leaving diagonal parking.

Thank you for your consideration

D. Sweet 1460 Third St.

Enclosure: Hospital pictures of the proposed front (on Prospect) + back (on Soledad) of the Hospital

SHARP Coronado Hospital

Sharp Coronado Hospital Main Entrance
An oval-shaped roundabout on Prospect Place will increase patient safety.

Sharp Coronado Hospital Back Entrance
The entrance on Soledad Place will welcome guests with a garden-like atmosphere, completing this residential street.

June 4, 2015

Jim Newton
Principal Engineer
City of Coronado

Re: Coronado Hospital project + my opposition to a citizen request for "screening" on land berm that is located between Glorietta Blvd / Third Street / + Glorietta Place resulting in blockage of my view of the Tidelands Park + the Bridge

I am requesting that any landscaping "screening" being requested to go on the land berm referenced above not be allowed due to the likelihood it would block my view of the Bridge

+ Tidelands Park!!

My house is at the corner of Third St. + Glorietta Place and the land berm is directly in front of the side of my home that has 2 picture windows facing the land berm, Tidelands Park, + the bridge. Blocking my view as indicated would lower the value of my home substantially!

I request that I be advised of any plans regarding landscaping screening being considered whether now or in the future on the above mentioned land berm - so as to avoid the devaluation of my property

Also permit parking (such as exists on every street between Fourth St. + First St. as well as every street between Orange and Alameda) should be considered for

3-

impacted streets near the hospital, in some form. Even 1 or 2 permit parking spaces per home would be an improvement for some of us.

Thank you for your consideration.

D. Swett

Diane Swett
1460 Third St.

REVIEW OF NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. CAS0109266, ORDER NO. R9-2013-0001 COMPLIANCE DOCUMENTS FOR SUBMITTAL TO SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD (REGIONAL BOARD)

ISSUE: Coronado is the operator of a municipal separate storm sewer system, which is subject to the requirements of the National Pollution Discharge Elimination System, or NPDES, Permit Program. Coronado has been granted a Permit as a Copermittee to discharge waters into the ocean and San Diego Bay by the San Diego Regional Water Quality Control Board. To fulfill the obligations of its permit, which allows Coronado to operate a municipal storm sewer system, Coronado must submit several specific documents to the Regional Board. The documents include the San Diego Bay Water Quality Improvement Plan, the Coronado Jurisdictional Runoff Management Plan and the Best Management Practices Design Manual. The deadline to submit the required documents to the Regional Board is June 26, 2015. The documents are mandatory. The City has no choice other than to participate. The cost of complying with the discharge permit is increasing and will be a financial obligation of the City immediately and long into the future. The Council is asked to review the NPDES Permit Program and the submittal of the required documents. Because submission is mandatory, formal Council action is not required.

RECOMMENDATION: Accept the documents for the June 26, 2015, submittal to the Regional Board.

FISCAL IMPACT: Fiscal Year 2015-16 Storm Drain Enterprise Fund costs are approximately $1,361,470. An additional $2,350,000 is proposed for capital. General Fund costs to repay the former Storm Drain Bond are expected to be $2,994,000. In addition, not counting the loan to defease the former bonds, the General Fund has loaned and offered a line of credit that will exceed $9 million. Total Storm Drain Fund annual revenue is $559,900. The quantification of the costs for full compliance with the new NPDES mandates continues to evolve as policies are instituted and adjusted to be included as standard operations for the City. It is certain the new cost figure will exceed the current annual level of expenditures and revenues. As new costs become clearer, this information will be presented to the City Council.

Additional costs will occur due to the following activities:

Enforcement: Compliance with the proposed documents resulted in an increased work load for mandated proactive enforcement, inspections and maintenance of storm water controls. Staff work load will increase to ensure compliance with the provisions of the NPDES Program. (425 hrs/yr)

Community Development Approval & Inspection: Development planning for Low Impact Design, Best Management Practices and source control; inspections, review; tracking; fee collection and reconciliation; and ongoing monitoring of private development projects is required. (800 hrs/yr)

Permit Administration: Renewal of the Permit and all supporting documents, every five years, generates requirements to: establish goals, review submittals, update City standard operating procedures and associated codes and documents, develop revised and advanced plans, conduct fiscal analysis, participate in Copermittee and Regional Board meetings and working groups, and participate in professional development training. (1,400 hrs/yr)

Public Education, Public Outreach and Coordination: Increased public education is a requirement. (50 hrs/yr)

CITY COUNCIL AUTHORITY: This is an administrative action, which does not implicate any fundamental vested right. In such decision, a reviewing court will examine the administrative record to determine whether the City Council complied with any required procedures and whether the decision is supported by substantial evidence in the record.

PUBLIC NOTICE: No public notice is required.

BACKGROUND: Pursuant to the Federal Clean Water Act, via the State of California's Porter-Cologne Water Quality Control Act, the State of California through its nine Regional Boards, executes the NPDES Permit Program. The purpose of the NPDES Program is to reduce water pollution and to restore and maintain the chemical, physical and biological integrity of the nation's waters.

The NPDES Permit Program requires that cities and counties obtain discharge permits for municipal storm drain systems. Discharge permits are reviewed on five-year cycles with each successive permit becoming more restrictive than its predecessor.

The operational side of Coronado's storm water program consists of a dedicated street sweeper operator and two maintenance workers operating and maintaining eight miles of storm water lines and 11 mechanical storm water diverters, two pump stations and 375 catch basins. The City has no permanent staff dedicated to the administration of the Permit. To date, these duties have been accomplished through the services of a storm water consultant, LaRoc Environmental. The principal contract oversight is performed by the City's Wastewater and Storm Water Supervisor.

Since its introduction in 1972, the NPDES Permit Program has resulted in a significant improvement to the State's as well as the local water quality. However, with each new permit, the requirements placed upon the City and all its Copermittees increase. Coronado is required to bear the cost of implementation of this complicated and administratively taxing program.

The Regional Board adopted Municipal NPDES Permit No. CAS0109266 in Fiscal Year 2012-13 to regulate discharges from municipal storm sewer systems. The Permit requires Coronado to work with other San Diego County cities and the County of San Diego to develop and submit the three technical documents listed above.

Staff, with support from the City's consultant, developed the documents that target water quality improvement strategies, county-wide development design and construction standards, and also demonstrate authority to implement and enforce the NPDES Program Permit. LaRoc

Environmental's vital and heightened role in the City's NPDES Program compliance is detailed below. The documents can be viewed by clicking on the links found below. Following is a brief summary:

The **San Diego Bay Water Quality Improvement Plan** is a regional adaptive management plan that requires local programs to focus on priority water quality conditions within their local watersheds. The Improvement Plan includes Coronado's focused water quality priority condition, strategies, goals and improvement programs. The preservation and enhancement of swimmable waters at local beaches is Coronado's focused priority water quality condition. Maintaining and enhancing local swimmable waters is achieved by continuing current effective programs, such as street sweeping and trash recovery, and by sharing with other agencies similar strategies to target and remove bacteria and trash sources.

The **Jurisdictional Runoff Management Plan** establishes programs and describes practices to control pollutants and potential discharges that may enter local waters. This document describes Coronado's compliance with eight Permit-required program categories as well as its efforts to achieve specific strategies and goals. Some of the categories include development planning and construction management. Implementing these categories requires intense oversight because these activities, often with poor site controls, tend to result in the greatest risk of introducing pollutants to the local waters. For this reason, the areas of land development project review, permitting and inspections have been the target of Regional Board audits. The audits resulted in a new category requiring improved enforcement strategies at the local level. The City's implementation of enforcement is a significant new additional cost. For example, Coronado recently sought compliance from a major condominium complex that was discharging unpermitted water into San Diego Bay. Once the illegal discharge was identified, staff was required to trace the source. Once traced and the violator identified, staff initiated and remains involved in time intensive discussions to secure voluntary compliance before it exercises its police powers.

The **Best Management Practices Design Manual** replaces a previous storm water mitigation plan and outlines all the storm water and Best Management Practices required for all land development. This document is structured so that developers have one common reference document shared by all San Diego County jurisdictions. The City's Design Manual is scheduled to be completed by the final implementation deadline of December 24, 2015. A thorough review of Coronado's development review, permitting and construction inspection programs occurred while revising the Jurisdictional Runoff Management Plan and the Best Management Practices Design Manual, resulting in new, streamlined procedures and improved forms to assist in categorizing projects. If properly categorized, projects are better managed and there is a more effective implementation of requirements. During the two-year development process, public participation included workshops and a Regional Board public review period.

ANALYSIS: Meeting water quality action levels and implementing compliance program requirements continue to increase with each new Permit. Currently, these program requirements are funded approximately 60 percent by the Storm Drain Enterprise Fund and are subsidized by the General Fund. With no means of repaying the debt to the General Fund other than through a public vote in compliance with Proposition 218, the deficit gap widens.

The Public Services and Engineering Department is the leader in the development, management and implementation of storm water programs for the City and acts as the link with the Regional Board, Copermittees and the public. The Public Services side of the department functions as the primary NPDES Permit Program facilitator and is supplemented by LaRoc Environmental consulting for technical support.

All three documents comply with NPDES Permit requirements and underwent multiple public reviews as well as staff review. The City's land development review process, inspection program and project tracking were revised to comply with the NPDES Permit Program requirements. The revisions increased the scope of work for the consultant to include weekly office hours, which ensures full compliance with these important categories. The consultant first performed a process analysis meeting with multiple departments critical to these functions and then identified components needing improvement. A complete overhaul was performed resulting in new streamlined processes, forms, and categorization of projects. One of the most significant changes was having available personnel who could work directly with applicants to ensure their projects complied with the NPDES Permit requirements. Consultants currently have office hours two days a week to process applications, collect and reconcile fees, review and approve forms, attend project meetings, issue conditions, conduct site construction inspections, correspond with related departments, and maintain project tracking.

Participation in multiple committees and workgroups is required by the NPDES Permit. This interaction plays a key role in staying abreast of storm water compliance, as well as allowing Coronado's unique challenges and solutions to water quality shape the direction of various workgroups. The San Diego County Copermittee group and the Watershed Management Area group are the most prominent workgroups in which Coronado participates. There are numerous sub-working groups, which are funded through shared costs. An important matter to note is the responsibility of the Principal Lead Copermittee within the Watershed Management Area workgroups. The new NPDES Permit sets restrictions on how many Principal Lead roles each Copermittee is allowed to fulfill. The restriction prevents some jurisdictions from taking a back seat and allowing other jurisdictions to expend a disproportionate amount of effort. The San Diego Bay watershed's Lead role is currently shared among Chula Vista, National City and Lemon Grove. All three agencies advised the San Diego Bay watershed group that they would not renew their Principal Lead role when their committed term expired at the end of Fiscal Year 2014-15. Subsequently, Imperial Beach has accepted the role and will continue until the end of the NPDES Permit term. The participating San Diego Bay watershed agencies, who also participate in additional watersheds, have at a minimum fulfilled one Lead role. Coronado, again in a unique position belonging only to one watershed, has yet to act in that Lead role. There was a heavy push by the other San Diego Bay watershed agencies for Coronado to accept the Principal Lead role. After careful resource consideration, it was concluded Coronado is not in a position to perform in that capacity. Coronado will face scrutiny in the future if that role is not accepted.

To support these documents and to further provide legal authority in complying with the NPDES Permit Program, an update to Coronado Municipal Code Title 61: Stormwater and Urban Runoff Management and Discharge Control is required and will occur in the near future. These

proposed changes will be brought to the Council for introduction and subsequent adoption after the Copermittees receive Regional Board final comments.

Within 30 days of receiving document acceptance from the Regional Board, the documents are required to be uploaded to a "clearinghouse" and be made available to the public. San Diego County will maintain the clearinghouse.

Bottom Line: The administrative requirements to: formulate, influence, modify, implement, inspect and enforce, the NPDES Permit is a task that consumes nearly 3,000 hours of annual effort and will continue to grow as requirements, and their complexity, increase with each Permit modification and renewal. The cost of NPDES compliance has been documented by the local press. See attached articles.

ALTERNATIVE: The City Council could choose to not authorize the submittal of the documents described above, which could incur Regional Board violations for not meeting permit requirements.

Submitted by Public Services and Engineering/Maurer

Attachments: San Diego Union Tribune Articles
Links: San Diego Bay WQIP
JRMP
BMP Design Manual Chapters
BMP Design Manual Appendices

N:\Staff Reports\NPDES Doc Review SR, 06.16.15

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	LS	JNC	MLC	NA	NA	MB	NA	NA	CMM	NA

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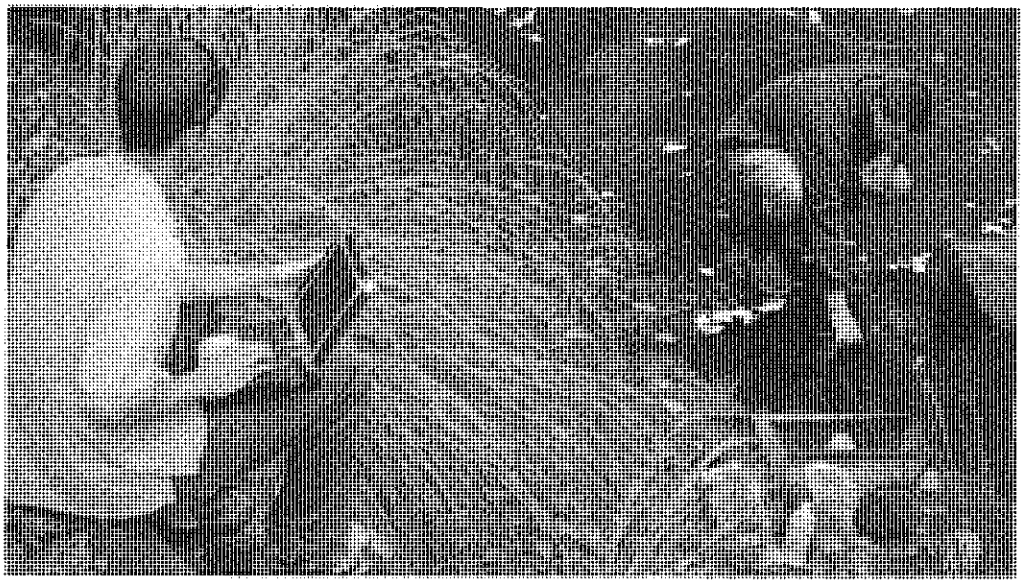
San Diego's stormwater bill: $4 billion

Nobody really knows the price tag of California's new standards

By Dan McSwain (/staff/dan-mcswain/) 5 p.m. Feb. 17, 2014



William Svec, a biologist with the city of San Diego Transportation and Stormwater Department, left, records information while intern Sean Mulderig, right, takes water samples from a storm drain system channeled creek along Murphy Canyon Road. / photo by Howard Lipin * U-T

California's quest for clean water is about to get very, very expensive.

Last week San Diego officials alerted Wall Street that regulations designed to scrub pollution from urban runoff could cost $4 billion over the next 17 years.

For perspective, the city's infamous unfunded pension liability was $2.3 billion in June 2012, according to the most recent actuarial report. San Diego's total revenue last year was $2.75 billion.

And this $4 billion liability represents just the government's cost estimate. Businesses and consumers will spend untold billions more, for everything from giant cisterns to catch stormwater to new irrigation systems, to fines and even possibly jail terms for failing to prevent pet poop bacteria from reaching storm drains.

It's hard to find anybody who doesn't care deeply about cleaning up our rivers and beaches. Yet scientists say government and industry has solved 95 percent of our water quality problems, mostly by improving sewage treatment and through previous runoff regulations.

Now we're entering a realm of soaring costs for rapidly diminishing returns. For example, a 2009 paper by the Environmental Protection Agency questioned whether reducing animal bacteria will have any effect on improving human health or the aquatic environment.

Nobody really knows the price tag of California's new standards, which some experts say are impossible to meet at any cost.

San Diego's $4 billion forecast was prominently disclosed Feb. 11 in its comprehensive annual financial report, a document that bondholders and other lenders use to assess creditworthiness.

Although I'm assured by officials that the city's cost estimate is backed by careful analysis, history suggests an impulse toward *really* full disclosure is wise.

After all, San Diego's failure to disclose true pension costs in the early 2000s blew up its access to credit and incurred the wrath of the Securities and Exchange Commission. It makes sense that the former "Enron by the Sea" would rather be viewed as "Oprah by the Sea" by the bond market.

Soon ratepayers will need a shoulder to cry on.

Rates must rise 1,000 percent for the stormwater portion of residential and business utility bills in San Diego, according to an October report by the city's independent budget analyst. That's just to cover increased costs over five years.

Granted, stormwater costs are low now; they'd rise from 95 cents to $11.14 per month for a typical residential customer. But that percentage jump would hurt many companies.

And $642 million will pile on top of the $900 million or so in badly needed infrastructure capital that figured prominently in the recent mayoral election.

Democrats on the City Council have proposed borrowing the money instead of raising taxes. My economics textbook taught that government borrowing is treated as a future tax hike by businesses and consumers, who alter financial plans accordingly.

Mayor-elect Kevin Faulconer has said the city can squeeze $900 million from other spending without borrowing or new taxes.

Last week Faulconer told me he wants to rally shellshocked cities to lobby state lawmakers for regulatory relief. He will need all the help he can get; state officials say their hands are tied by court rulings interpreting the federal Clean Water Act.

Other cities face similar costs. County officials last year estimated new costs of up to $5.1 billion for the region; San Diego's portion was $2.7 billion.

This impending spending frenzy was dialed into law last year by the Regional Water Quality Control Board, a state agency that regulates water quality. The agency set numeric targets for levels of bacteria, dirt and chemicals permitted to flow into creeks and the ocean when it rains and during dry weather.

In most cases, the runoff must have bacteria readings similar to those of the Arroyo Sequit, a pristine watershed in the Santa Monica Mountains that represents San Diego before Juan Cabrillo sailed into the bay in 1542.

To say these standards are practically impossible is to understate the case.

At a May 8 hearing, a county expert showed that Arroyo Sequit routinely violates the agency's new standards for San Diego County, a sprawling paved metropolis covered in trace amounts of bacteria, dust, fertilizer residues and pet droppings.

Agency officials didn't dispute the expert. One said "we need to set the bar high," echoing environmental groups who said governments need to be forced into action. If the standards are wrong or impossible, they can be adjusted later, they said.

To their credit, state regulators are showing flexibility and open minds as local governments work on watershed plans before a June 2015 deadline, according to my conversations last week with city officials, builders and environmental engineers.

However, the numeric limits are now the law of the land. Although regulators gave cities two years to craft compliance plans, the rules took effect last year, leaving the door open to lawsuits whenever an enterprising lawyer decides progress is lagging.

Meanwhile, cities face enormous fiscal uncertainty. Under Proposition 218, big hikes in fees require a majority vote by property owners or approval by two-thirds of voters.

And before costs can reliably be forecast, engineers have to figure out how to scrub animal bacteria from an entire county's waterways.

"Do we diaper the ducks? That's how ridiculous these standards are getting," said Cari Dale, Oceanside's water utilities director.

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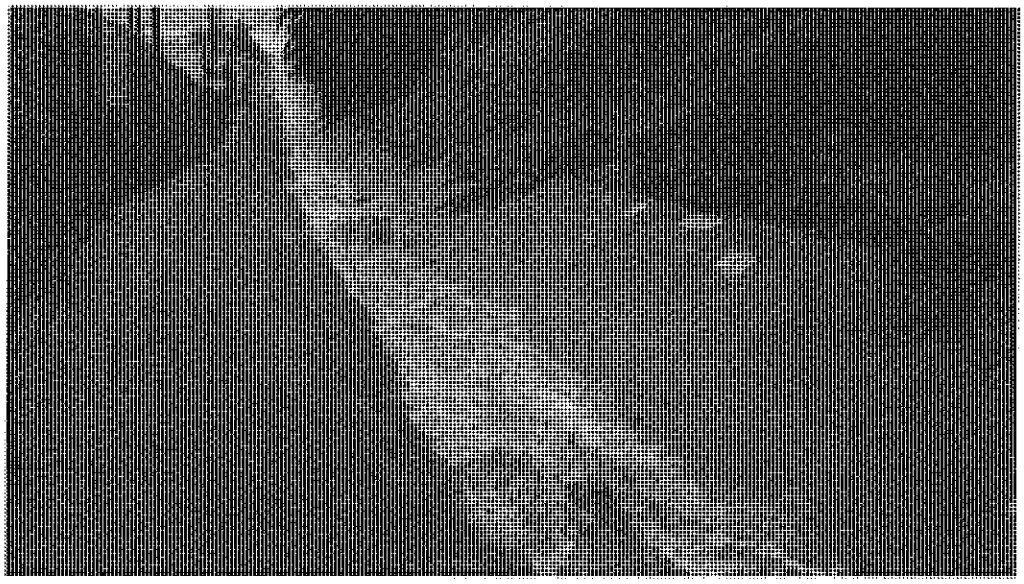
Quest for clean water enters unknown, expensive territory

By Dan McSwain (/staff/dan-mcswain/) 5 p.m. May 11, 2013



The overarching goal of the new regional stormwater runoff permit is to reduce the number of contaminants that enter the storm-drain system and make their way into local waterways. / Photo by Peggy Peattie * U-T

Last week, a state agency ordered (http://www.utsandiego.com/news/2013/may/08/stormwater-permit-beach-pollution-water-board/) dozens of local governments to spend whatever it takes to reduce the levels of bacteria, dirt and chemicals in the water that flows from storm drains into creeks and the ocean, when it rains and during dry weather.

The ambition is noble, not to mention popular with Californians; everybody wants clean water. However, society has made such enormous gains in water quality over the last 40 years that further progress is becoming enormously expensive, with fewer prospects for helping the environment.

As returns dwindle on our clean-water investments, the new rules imposed last week by the state's San Diego Water Quality Board appear to be particularly unfortunate.

Agency officials confirm that nobody knows the cost of their new stormwater rules. San Diego County estimates (http://www.sdms4permit.info/#!presentation/ck0q) that just one of the standards, for animal bacteria in runoff, could cost $5.1 billion over 18 years.

That's the cost to local governments. It doesn't begin to include the tab for businesses to scrub rainwater leaving parking lots with bird droppings. Or, eventually, fines to homeowners whose sprinklers hit the sidewalk, or who fail to promptly pick up after Fido, causing trace amounts of fecal bacteria to flow into gutters during a mild rainstorm.

Meanwhile, scientists say they really don't know whether the state's new rules will substantially improve human health or the environment.

At a hearing last week, an expert hired by the county showed that Mother Nature routinely violates the new standards in the Arroyo Sequit, a pristine watershed in the Santa Monica Mountains that represents San Diego before Juan Cabrillo sailed into the bay.

Agency officials, who used the watershed to craft their bacteria standards, did not dispute the expert. One said "we need to set the bar high," echoing testimony from environmental groups that governments need to be forced into action with tough standards. If the standards are wrong or impossible, they can be adjusted later, they said.

Yet the state agency's board approved the new rules anyway. It was a striking lesson in the difference between government and business.

Businesses focus on producing results, while governments generally care more about process.

The distinction explains why the best managers measure anything that's important and adjust quickly, while government officials avoid measuring results, seem to hold endless hearings, and resist rapid change. Capitalism demands output. Democracy favors consensus.

The irony is that these rules force governments to act more like business, and show measurable results.

Business and environmental groups agree on the need for measurement, although they've struggled for 18 months over where standards should be set. And local governments complain loudly that their input wasn't sufficiently included in the process.

At Wednesday's final hearing, an Orange County official said that a geologic formation is the sole source of selenium in his watershed. There are no human causes, and no practical way to keep the mineral out of stormwater.

But the natural levels exceed the new standard. Sorry for your luck, OC.

Indeed, as of Thursday, every local government from the Mexican border to Southwest Riverside County is in violation for one reason or another, because the agency denied the passionate requests of local officials for time to figure out how to comply — with rules they view as impossible to meet.

What's more, every government is now exposed to lawsuits from any group or citizen who can find a lawyer to take the case.

As a recycling, transit-riding, beach-loving environmentalist, I've really tried to like these regulations. Last month I asked David Gibson (http://www.waterboards.ca.gov/sandiego/about_us/board_members/), the agency's chief executive, to help me understand the benefits.

Gibson directed me to Stephen Weisberg (http://www.sccwrp.org/AboutSCCWRP/SCCWRPStaff/WeisbergSteve.aspx), a biologist and executive director of the Southern California Coastal Water Research Project, the state's authority on the subject.

It was an eye-opening interview. Weisberg hadn't read the regulations, but he offered a general discussion of the science.

Since the 1972 passage of the federal Clean Water Act, inputs of toxic substances from sewage treatment and industrial plants have fallen 95 percent (http://ftp.sccwrp.org/pub/download/DOCUMENTS/TechnicalReports/727_CWA.pdf), despite a doubling of the coastal population of Southern California. The region spends about $1 billion a year on wastewater and runoff, and gains $22 billion in economic benefits from its ocean. This is great progress. But what about stormwater?

"From a scientific basis, we are at the point of diminishing returns," Weisberg said. "We've gotten the last 95 percent of what we are going to get."

While he agrees with regulators that reducing the worst stuff in stormwater is a laudable goal, he said scientists are just beginning to measure toxin loads in creeks, let alone understand causes and how to best reduce them.

"Without good information, it's kind of hard to move forward," he said.

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APPROVAL OF WAYFINDING SIGNAGE PROGRAM FOR VEHICLES, BICYCLES, AND PEDESTRIANS

RECOMMENDATION: Approve Wayfinding Signage Program as proposed and direct staff to proceed with bidding the project for fabrication and installation.

FISCAL IMPACT: The estimated cost of this project is $475,000. The City Council previously authorized $60,000 to develop final designs, messages, locations, and specifications. In addition, the Port of San Diego budgeted $200,000 and the City $300,000 in their respective FY 14-15 Capital Improvement Programs for the fabrication and installation of the signage.

CITY COUNCIL AUTHORITY: Approving a Wayfinding Signage Program is a legislative action. Legislative actions tend to express a public purpose and make provisions for the ways and means of accomplishing the purpose. Legislative actions involve the exercise of discretion governed by considerations of public welfare, in which case, the City Council is deemed to have "paramount authority" in such decisions.

PUBLIC NOTICE: None required, although staff has worked with a Stakeholder Group and has notified members of that group of this agenda item.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): This project is Categorically Exempt under sections 15303 (Class 3 – New construction of small structures) and 15311 (Class 11 Accessory Structures) of the California Environmental Quality Act.

BACKGROUND: It has long been suggested that wayfinding signage would be beneficial in Coronado given the large number of visitors and tourists who visit the city year-round. The need for wayfinding in Coronado was specifically mentioned in the Orange Avenue Corridor Specific Plan adopted in 2003. Then, in 2012, the Coronado Tourist Improvement District (CTID) hired a consultant to prepare a Wayfinding Analysis to develop City-wide wayfinding and signage system concepts. The final draft of the report prepared by the CTID's consultant was then presented to a City Stakeholder Group (representatives from the Chamber, MainStreet, Historical Association/Visitor Center, Transportation Commission, Bicycle Committee, Planning Commission, Tourism Improvement District, at-large community members, and City staff) to determine a consensus recommendation to present to the City Council. In September 2013, the City Council accepted the report and authorized staff to proceed with Phase II of the study.

In March 2014, the City Council authorized awarding a contract to Graphic Solutions, LTD to assist the City in developing the final Wayfinding Program and preparing the bid specifications. The consultant and staff worked with the Stakeholder Group to refine the design, messages, location, and number of signs. The final overall design was approved by a consensus of the Stakeholder Group with the locations, messages, and number of signs finalized by staff in consultation with the Stakeholder Group and the consultant. In general, the Stakeholder Group supported reducing the total number of signs from the original 133 signs proposed in Phase I to the final 47 signs now being proposed.

The consultant and City staff also met with Caltrans who provided input on the size, color and location of the signs. Preliminarily, Caltrans has approved the proposed Wayfinding Signage Program with the exception of four signs that need minor location adjustments. In compliance with a Caltrans requirement, the Stakeholder Group selected the teal color for the vehicle and pedestrian signage, as wayfinding signage cannot be the same color as Caltrans standard green signs. In contrast, the Manual on Uniform Traffic Control Devices (MUTCD) requires a standard green background for the bicycle signage.

ANALYSIS: In general, it is believed that an effective wayfinding program in Coronado will have many benefits including, but not limited to:

- Significantly improving the flow of traffic through better navigation
- Identifying points of interest, and their true proximity, lessening vehicle usage
- Promoting guest safety and an improved overall visitor experience
- Reducing the number of lost visitors traveling in residential neighborhoods

In January 2015, the Design Review Commission (DRC) approved the proposed Wayfinding Signage Program with the following comments:

1. That restroom icons should be added where appropriate.
2. That other icons be used where possible.
3. That at least one other sign be added to direct pedestrians and bicyclists arriving to Coronado from the Ferry Landing away from going south on B or C Avenues.
4. That signs be combined where possible and strive to remove more of the old signs.
5. That the City work with the Port, Ferry Landing, and bike rental merchants to direct bike users to the appropriate streets and bike routes.

The DRC recommendations have been incorporated into the Wayfinding Signage Program by adding icons as appropriate and the inclusion of a sign at the intersection of B Avenue and First Street directing people to use Orange Avenue to traverse to downtown, Hotel del Coronado, or beaches. This sign will complement the planned kiosk, vehicle, and pedestrian sign in the Ferry Landing vicinity directing people to use Orange Avenue to get to their cross town destinations.

Council's approval is requested for 19 vehicle signs, 8 pedestrian signs, 20 bicycle signs, and one kiosk (in Ferry Landing/Centennial Park vicinity). In addition, 19 existing signs have been identified to be removed or co-located with the new signs. Only the design for the kiosk is yet to be finalized as it will be unique to its ultimate location. The final graphics and layout of the kiosk will be completed as part of the final fabrication/design process.

With regard to a wayfinding sign in the median at the intersection of Third and Orange, a consensus of the Stakeholder Group thought the community sign at that location would be better suited in another undetermined location and the need was greater for a wayfinding sign at that location. However, staff believes there is sufficient room behind the existing community sign to locate the wayfinding sign at this location, although the flagpole may need to be relocated.

Since January 2015, three mock-up signs have been installed in the field for the purpose of soliciting community input:

1. A vehicle sign on Alameda near Country Club Lane.
2. A pedestrian sign on Strand Way near the pocket park.
3. A bicycle sign on the Bayshore Bikeway near City Hall.

A press release and notice on the mock-up signs invited the public to provide input on the signs and the Wayfinding Program with a link to the full plan on the City's website. Staff has received only positive comments regarding the mock-up signs with a few suggestions regarding the locations of other signs.

The full Wayfinding Program is available to view online at the link listed below, in the Library, or at City Hall and provided to the City Council under separate cover.

Submitted by City Manager's Office/Ritter

Attachments:

1. Coronado Wayfinding Program Hyperlink: http://bit.ly/1KnJUYX

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	TR	LS	JNC	MLC	PF	EW	N/A	N/A	N/A	CMM	NA

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APPROVAL OF THE THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT WITH BLAIR KING RELATED TO COMPENSATION AND BENEFITS

ISSUE: Whether to approve the proposed Third Amendment to the City Manager Employment Agreement modifying compensation consistent with the City's Executive employees and reaffirming the City's commitment for housing assistance.

RECOMMENDATION: Authorize the Mayor to execute an amendment to the City Manager Employment Agreement.

FISCAL IMPACT: The compensation adjustment provided to the Executive employees is a 3% increase to the base pay effective with the first pay period in July. The cost of these increases is being covered by the General Fund contingency which was approved with the FY 2015-16 budget adoption. The City Manager's salary will increase from $206,510 to $212,704.

CITY COUNCIL AUTHORITY: Approving an amendment to the City Manager Employment Agreement is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right the courts will give greater weight to the City Council in any challenge of the decision to award or modify the contract.

PUBLIC NOTICE: None required.

BACKGROUND: The City and Mr. King entered into a "City Manager Employment Agreement," effective May 24, 2010, by which established the terms and conditions for employment of Mr. King, by the City, as the City Manager and chief executive officer of the City of Coronado. The First Amendment to the Agreement was approved on September 11, 2011. On December 16, 2014, the City Council approved the Second Amendment to the Agreement.

ANALYSIS: For Fiscal Year 2015-2016, the City's Executive employees will be receiving a 3% base salary increase. State law requires that compensation of all City executive officers be approved at a duly noticed public meeting in open session. To provide the same base salary increase to the City Manager requires an amendment to the City Manager Employment Agreement between the City and Mr. King. Additionally, having Mr. King live within the community of Coronado assists in the growth and development of the City's chief executive officer in a way that benefits Coronado and assists him in performing his duties. As such, Paragraph 3(B)(9)(a) related to the provision of housing assistance is revised to reflect the continued desire for Mr. King to remain a resident of Coronado should he choose to purchase a different property within the City at any time during his employment as City Manager with the City of Coronado.

The proposed Third Amendment to the City Manager Employment Agreement is attached.

Submitted by City Attorney's Office/Canlas

Attached: Third Amendment to City Manager Employment Agreement between the City of Coronado, a Municipal Corporation, and Blair King

CM	ACM	AS	CA	CC	CD	CDA	EPD	F	G	L	P	PS	R
BK	NA	LS	JNC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

06/16/15

THIRD AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT is made and entered into effective this _____day of June, 2015, by and between Blair King, hereinafter referred to as "Officer" or “King,” and the City of Coronado, a municipal corporation of the State of California, hereinafter referred to as "City."

RECITALS

1. WHEREAS, City and Officer entered into a “City Manager Employment Agreement,” effective May 24, 2010, (the "Agreement"), by which City and Officer established the terms and conditions for employment of the Officer, by the City, as the City Manager and chief executive officer of the City of Coronado. The City and Officer amended the Agreement with a First Amendment dated September 10, 2011. The City and Officer amended the Agreement with a Second Amendment dated December 16, 2014.

2. WHEREAS, this Third Amendment amends and incorporates the Agreement, the First Amendment, and the Second Amendment. The City and Officer intend that all terms of the Agreement, the First Amendment, and the Second Amendment referenced above shall remain effective to the extent they are not amended by this Third Amendment to the Employment Agreement.

3. WHEREAS, the terms of the Agreement, the First Amendment, and the Second Amendment provide, among other things, benefits and compensation payable to the Officer.

4. WHEREAS, the City and Officer have agreed to a change in compensation for Officer to increase Officer’s base salary by three percent (3%) from $206,510 to $212,705.30.

5. WHEREAS, the City reaffirms its commitment that the Officer be provided housing assistance, under the same terms and conditions as in the Agreement, at any time while employed by the City as City Manager in order to encourage Officer to reside and remain in the City should the Officer desires to relocate his residence during his employment with the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree to this Third Amended Employment Agreement as follows:

Section 1. Section 4(A)(1)(a) of the Agreement is hereby amended to read as follows:

(a) The annual base salary for the position of City Manager shall be $212,705.30 (including the retirement offset in Section 4(B)(4)).

Section 2. Section 3(B)(9)(a) of the Agreement is hereby amended to delete the last sentence and replaced with the following sentence: "Officer may exercise this term at any time during his employment with the City."

Section 3. Except as modified in this Third Amendment, each and every term and condition of the Agreement, the First Amendment, and the Second Amendment shall remain in full force and effect.

"City" "Officer"

CITY OF CORONADO
a municipal corporation

By _____ _____
Casey Tanaka, Mayor Blair King

ATTEST:

By:_____
Mary L. Clifford, City Clerk

APPROVED AS TO FORM:

_____
Johanna N. Canlas, City Attorney

APPROVE THE FIRST AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES

ISSUE: Does the City Council wish to grant the request to increase the hourly rate for services beyond the retainer amount, from $155 per hour to $165 per hour?

RECOMMENDATION: Approve the First Amendment to the City Attorney Services Agreement and authorize the City Manager to execute the amendment.

FISCAL IMPACT: The contract with the City Attorney consists of two major financial components, the flat monthly retainer of $10,000 for unlimited traditional municipal law "general" services, and the per-hour rate for services above and beyond the retainer. The current rate is $155 per hour. McDougal, Love, Eckis, Boehmer and Foley is requesting to increase the hourly rate to $165 per hour. Based upon past billing history, this increase will cost approximately $8,000 - $9,000 per year, depending upon cases and work load.

CITY COUNCIL AUTHORITY: Awarding a contract is an administrative decision not affecting a fundamental vested right. When an administrative decision does not affect a fundamental vested right the courts will give greater weight to the City Council in any challenge of the decision to award the contract.

PUBLIC NOTICE: None Required.

BACKGROUND: Attached is a request from the City's Legal Firm of McDougal, Love, Eckis, Boehmer and Foley, requesting that the Council grant an increase in the hourly rate for "Special Services" not covered under the retainer portion of the City's contract.

In 2011, the City Council conducted a solicitation for City Attorney services. Six firms submitted proposals. McDougal Love was considered the most responsive. At that time, McDougal Love submitted an attractive fee schedule for both the retainer and the hourly rate. Neither the retainer nor the hourly rate have been subject to change during the duration of the agreement.

ANALYSIS: Based upon the proposals submitted in 2011, McDougal Love's rates are well below other municipal law firms. No other firms proposed unlimited retainer hours. On average, retainer hours were capped at 48 hours per month. All other firms proposed an hourly rate no less than $175, with the range running from $175 per hour to $300 per hour. In addition, most firms proposed an automatic cost of living adjustment. McDougal Love's agreement contains no provision for an automatic increase.

The proposed rate is consistent with the rate the Firm charges to other clients.

ALTERNATIVE: Seek to negotiate a lower proposed increase.

Submitted by City Manager/King
Attachments: 1. Request from McDougal, Love, Eckis, Boehmer and Foley
2. First Amendment to the Agreement for City Attorney Services

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R/G
BK	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

MCDOUGAL LOVE ECKIS BOEHMER & FOLEY

June 9, 2015

Blair King, City Manager
City of Coronado
City Hall, 1825 Strand Way
Coronado, CA 92118

Via Electronic Mail

Dear Blair,

On behalf of the firm of McDougal, Love, Eckis, Boehmer & Foley ('Firm"), I request for the City to consider a proposed "Special Services" hourly rate of $165 beginning July 1, 2015. As you know, the Firm agreement with the City does not include automatic Consumer Price Index increases annually. The "Special Services" hourly rate of $155 has been in place since 2006. As such, the proposed amount would be the first adjustment to the hourly rate in nine years.

Of note, the Firm is not proposing any changes to the monthly retainer for "General Services". It will remain at its current rate as it has since 2012.

We pride in providing exceptional legal services at a value to the City of Coronado. I appreciate your consideration. As always, please let me know if you have any questions.

Sincerely,

Johanna N. Canlas

JNC;hs

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Steven E. Boehmer
Morgan L. Foley
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Lynn R. McDougal (Retired)

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FIRST AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES

This FIRST AMENDMENT to the January 17, 2012 AGREEMENT for City Attorney Services is made and entered into as of the date of execution by the City of Coronado, a municipal corporation, hereinafter referred to as "CITY" and McDougal Love Eckis Boehmer & Foley, a Professional Corporation, hereinafter referred to as "FIRM."

RECITALS

While the Firm has provided legal services to the City since 2000, the City and Firm entered into that certain agreement for legal services and employment of City Attorney effective February 1, 2012 (the "AGREEMENT"), by which City and Firm established the terms and conditions for Attorneys to be retained by City to perform legal services. The City Council, on January 10, 2012, approved the AGREEMENT.

The terms of the AGREEMENT provide, among other things, the appointment of City Attorney, and the establishment of benefits and compensation payable to the Firm.

The Firm has not increased its rates since the initial AGREEMENT was entered in 2012 and the hourly rate has remained the same since 2006.

Accordingly, this FIRST AMENDMENT provides for an increase in the hourly rate from its current $155.00 per hour to $165.00 per hour effective July 1, 2015. The basic retainer for general services shall remain unchanged at this time.

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

Section 2. Section 2.1.1 of the AGREEMENT is hereby amended to read as follows:

2.1.1 The CITY shall pay to the FIRM a basic retainer in the amount of Ten thousand dollars and no cents ($10,000.00) per month for all services defined as "general services" in Attachment A. All services which are not "general services" are deemed "special services" and shall be compensated at the rates set forth below.

Hourly Rates

Partner/Associate: $165.00 per hour
Law Clerk/Paralegal: $85.00 per hour

(Payment for Law Clerk services is subject to the restriction set forth in Section 2.3 below).

Unless agreed to by the CITY, the FIRM's schedule of rates herein will remain the same for the duration of the AGREEMENT.

Section 3. Except as modified in this FIRST AMENDMENT, each and every term and condition of the AGREEMENT shall remain in full force and effect.

FIRM:

By: _____
Steven E. Boehmer, President

Date: _____

By: _____
Johanna N. Canlas

Date: _____

CITY:

By: _____
Blair King, City Manager

Date: _____