



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 21, 2016

**Coronado City Hall Council Chamber
1825 Strand Way
Coronado, California 92118**

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

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's office, (619) 522-7320. Assisted listening devices are available at this meeting. Ask the City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

CALL TO ORDER / ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9(d)(4)

One (1) Potential case

2. COMMUNICATIONS - ORAL: 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

Joint City Council/SA Meeting

June 21, 2016

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 7, 2016.
4. CEREMONIAL PRESENTATIONS
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 2015-2016. (Pg 3)
Recommendation: Approve the Warrants as certified by the City/Agency Treasurer.
 - c. Acceptance of the Street, Curb & Gutter FY 14/15 Project and Direction to the City Clerk to File a Notice of Completion. (Pg 51)
Recommendation: Accept the Street, Curb and Gutter FY 14/15 project and direct the City Clerk to file a Notice of Completion.
 - d. Award of Contract to Ferreira Construction Co., Inc. in the Amount of \$226,350 for Construction of the Silver Strand Fence Improvement Project. (Pg 53)
Recommendation: Award a contract to Ferreira Construction Co., Inc. for the base bid in the amount of \$226,350 for construction of the Silver Strand Fence Improvement project.
 - e. Authorization for the City Manager to Execute a Purchase Agreement with Comforts of Home Services, Inc., for an Amount Not to Exceed \$109,100 for Two Portable Restroom Trailers. (Pg 55)
Recommendation: Authorize the City Manager to execute the purchase agreement for an amount not to exceed \$109,100 for the purchase of two portable restroom trailers which were approved for purchase in the FY 2015-16 mid-year budget adjustment for the Vehicle and Equipment Replacement (VER) Fund 135.

Joint City Council/SA Meeting

June 21, 2016

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- f. Adoption of a Resolution Declaring an Emergency and Authorizing the City Manager to Approve an Emergency Contract with San Diego Construction Company for an Amount Not to Exceed \$40,800 to Repair Water Damaged Areas within the Golf Course Club House. (Pg 59)
Recommendation: Approve “A Resolution of the City Council of the City of Coronado Declaring an Emergency to Allow the City Manager to Enter Into an Agreement for Repairs Without Giving Notice for Bids” and authorize the City Manager to execute a contract between the City of Coronado and San Diego Construction Company in an amount not to exceed \$40,800 for the emergency repair of water damage to the walls and floors within the Golf Course Clubhouse.
- g. Authorization to Advertise the Street Preventive Maintenance FY 2016/17 Project for Bid. (Pg 63)
Recommendation: Authorize staff to advertise the Street Preventive Maintenance FY 2016/17 project for bid.
- h. Adoption of a Resolution to Establish Contractor Prequalification Procedures for the Cays Sewer Main Cleaning Project. (Pg 65)
Recommendation: Adopt “A Resolution of the City Council of the City of Coronado to Establish Prequalification Procedures for the Cays Sewer Main Cleaning 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.”
- i. Authorization to Execute Coastal Development Permit and Storm Drain Easement Agreement Issued by the San Diego Unified Port District for the Third, Fourth, and I Avenue Storm Drain Project. (Pg 119)
Recommendation: Authorize the City Manager (or designee) to execute the Coastal Development Permit and Storm Drain Easement Agreement issued by the San Diego Unified Port District for the Third, Fourth, and I Avenue Storm Drain project.
- j. Approval of Additional Engineering Work Related to the Design of the Third, Fourth, and I Avenue Drainage Improvements Project and Authorization for the City Manager to Approve the Associated Contract Modification in an Amount up to \$31,000. (Pg 159)
Recommendation: Authorize the City Manager to execute a contract modification for additional engineering work associated with the Third, Fourth, and I Avenue Drainage Improvements project in an amount up to \$31,000.
- k. Rejection of all Bids for the Construction of the Spreckels Park Restroom and Authorization to Re-bid the Project. (Pg 169)
Recommendation: Reject all bids for the construction of the Spreckels Park Restroom and re-bid the project.

- l. Second Reading and Adoption of “An Ordinance of the City Council of the City of Coronado, California, Amending Chapter 1.20, Section 1.20.050(A, B, D) and Section 1.20.060(A-K) of Title 1 of the Coronado Municipal Code Regarding Conflict of Interest.” (Pg 171)
Recommendation: Adopt “An Ordinance of the City Council of the City of Coronado, California, Amending Chapter 1.20, Section 1.20.050(A, B, D) and Section 1.20.060(A-K) of Title 1 of the Coronado Municipal Code regarding Conflict of Interest.”
- m. Adopt a Resolution to Dissolve the Joint Powers Agreement with the Coronado Unified School District to Terminate the “Coronado’s Healthy Children’s Initiative.” (Pg 181)
Recommendation: Adopt “A Resolution of the City Council of the City of Coronado Dissolving the Joint Powers Agreement with the Coronado Unified School District and Terminating “Coronado’s Healthy Children’s Initiative.”
- n. Adoption of a Resolution to Approve an Agreement with the Coronado Unified School District for the Use of District-owned Facilities for Fiscal Year 2016-2017. (Pg 185)
Recommendation: Adopt “A Resolution of the City Council of the City of Coronado to Approve and Enter into an Agreement with the Coronado Unified School District for the Use of District-owned Facilities for Fiscal Year 2016-2017.”
- o. Reconsider Previous Council Direction to Convert the Loading Zone on the West Side of the 1300 Block of Orange Avenue into Temporary Metered Parking in Support of the Trial Valet Parking Program. (Pg 201)
Recommendation: Do not remove loading zone in the 1300 block of Orange Avenue.

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: None.

9. ADMINISTRATIVE HEARINGS: None.

10. COMMISSION AND COMMITTEE REPORTS: (Questions allowed but no discussion or action.)
 - a. Report from San Diego County South Area Cities' Representative to the San Diego County Regional Airport Authority.

11. CITY COUNCIL:
 - a. Council Reports on Inter-Agency Committee and Board Assignments. (Questions allowed to clarify but no responses, discussion or action.) (Pg 211)

 - b. Briefing on Plans for 2016 Fourth of July Celebration. (Pg 217)
Recommendation: Receive the briefing on planning for the Fourth of July and provide direction to staff as appropriate.

 - c. Consideration of Approval of the Fourth Amendment to the City Manager Employment Agreement with Blair King Related to Compensation. (Pg 223)
Recommendation: Authorize the Mayor to execute an amendment to the City Manager Employment Agreement.

 - d. Authorization for the City Manager to Execute the Second Amendment to the Agreement for City Attorney Services. (Pg 227)
Recommendation: Authorize the City Manager to execute the Second Amendment to the Agreement for City Attorney Services with the law firm McDougal, Love, Eckis, Boehmer & Foley.

12. CITY ATTORNEY: No report.

13. COMMUNICATIONS - WRITTEN:
 - a. Consideration of Request from Councilmember Sandke to Have an Agenda Item Brought Forward that Would Request the City Council to Initiate Action by the City Attorney and City Clerk to Place on the November 2016 Ballot an Advisory Measure Related to Relinquishment. (Pg 231)

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.

Joint City Council/SA Meeting

June 21, 2016

AS A COURTESY TO OTHERS, PLEASE SILENCE CELL PHONES

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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 7, 2016**

Mayor Tanaka called the Closed Session to order at 3:19 p.m.

ANNOUNCEMENT OF CLOSED SESSION

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

- 2. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**
AUTHORITY: Government Code Section 54956.9(b)(3)(C)
NAME OF CASE: Claim for Damages (City Claim No. 16-01)
Claimant: Pamela Studebaker

- 3. COMMUNICATIONS – ORAL: None**

ADJOURN TO CLOSED SESSION 3:20 p.m.

RECONVENE AND ANNOUNCE ACTION 3:56 p.m.

Mayor Tanaka announced that 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 17, 2016.

MSUC (Woiwode/Sandke) moved to approve the minutes of the Regular Meeting of the City Council/the City Council Acting as the Successor Agency of May 17, 2016, 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:

4a. Proclamation: Brian Clark Day. Mayor Tanaka presented the proclamation to retiring Fire Engineer Brian Clark.

5. CONSENT CALENDAR: The City Council approved, adopted and/or accepted as one item of business Consent Agenda Items 5a through 5i with the addition of Items 11c, 11d and 11e.

Councilmember Bailey suggested the addition of Items 11b, 11c, 11d and 11e.

Councilmember Downed requested that Item 11b not be included in the Consent Calendar.

MSUC (Downey/Sandke) moved that the City Council approve the Consent Calendar Items 5a through 5i with the addition of Items 11c - Consideration of Reappointment of Two Incumbents, Bill Gise and Dorothy Howard, to Serve a Second, Three-Year Term on the Design Review Commission; 11d - Consideration of Appointment to Fill One Vacancy on the Cultural Arts Commission; and 11e - Consideration of

Appointment of One At-Large Member to the Coronado Tourism Improvement District Board.

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

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

5b. **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 2015-2016.** The City Council approved payment of City warrant Nos. 10113102 thru 10113510. The City Council approved the warrants as certified by the City/Agency Treasurer.

5c. **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, 2016.** The City Council examined the quarterly Reports on Investments and ordered them filed.

5d. **Award of Contract for the Coronado Cays Fire Station Parking Lot and Generator Replacement Project to Global Power Group, Inc. in the Amount of \$439,145; Appropriation of an Additional \$190,000 from the General Fund toward the Project; and Authorization for the City Manager to Execute Work Orders for Construction Support Services.** The City Council awarded a contract to Global Power Group, Inc. in the amount of \$439,145 for construction of the Coronado Cays Fire Station Parking Lot and Generator Replacement project; appropriated an additional \$190,000 to the project from the Capital Improvement Program's (CIP) General Fund; and authorized the City Manager to execute work orders for construction support services.

5e. **Authorization for City Manager to Execute an "As Needed" Impounded Vessel Services Agreement with Big Bay Marine Services, Inc., DBA Tow Boat US-San Diego, to Provide Vessel Towing, Impounding, and Salvaging Services.** The City Council authorized the City Manager to execute an agreement with Big Bay Marine Services, Inc., DBA Tow Boat US-San Diego, to provide on-call services to transport, store and, if necessary, dispose of derelict vessels removed from Coronado shorelines.

5f. **Authorization to Advertise for a Chemical Odor Control and Corrosion Prevention Service Contract for the City's Sanitary Sewer Collections and Pumping Infrastructure.** The City Council authorized staff to advertise the contract for bid.

5g. **Authorization to Advertise the Dock C/Boat Launch Ramp Facility (BLRF) Improvements Project for Bid.** The City Council authorized staff to advertise the Dock C/BLRF Improvements Project for bid.

5h. Authorization for the City Manager to: 1) Approve Change Order No. 2 in the Amount of \$110,015 to the Anchor QEA Agreement for Bid and Construction Management Services; and 2) Approve Change Order No. 2 in the Amount of \$73,305 to the Merkel & Associates Agreement for Permit Required Surveys and Reports for the Glorietta Bay Marina Dock C and Boat Launch Ramp Facility (BLRF) Improvement Project. The City Council approved Change Order No. 2 to the Professional Services Agreement with Anchor QEA in the amount of \$110,015 and approved Change Order No. 2 to the Professional Services Agreement with Merkel & Associates in the amount of \$73,305.

5i. Authorize the City Manager to Execute the Contract between the City of Coronado and the Port of San Diego to Receive \$52,500 in Funding from the Tidelands Activation Grant for Fiscal Year 2016-2017. The City Council authorized the City Manager to execute the contract between the City of Coronado and the Port of San Diego to receive \$52,500 in funding from the Tidelands Activation Grant for fiscal year 2016-2017.

6. ORAL COMMUNICATIONS:

- a. **Councilmember Downey** commented that she removed Item 11b from the Consent Calendar because she will be adding a request for the Councilmembers to consider which will add a capital improvement project back into the budget which was the decorative street lighting on Third and Fourth. When we met about that two weeks ago, she asked why it was taken off and she was told that we didn't think the residents had enough input. She went door to door after the last meeting and has pages and pages worth of petitions of the actual residents that live on Third and Fourth who do not object to having street lighting and many of them are very much for it. She also contacted everyone on the old email distribution list for the Third and Fourth Street Corridor project and there was only one objection from that group. Ms. Downey has 45 or 50 signatures from just those she contacted.
- b. **Sue Gillingham**, Chamber of Commerce, shared Coronado's own Monopoly game with the Council and public. It is available at the Chamber of Commerce and at stores in town. It is \$40.
- c. **Harold Myers** voted today but come November he will not vote for any candidate who encourages outsiders to interfere with Coronado's elections. He has discovered that a second outside PAC is doing just that. He recently examined these two security cam photos of individuals passing out campaign materials. Researching Facebook and Instagram he concluded that the two individuals were from the San Diego County Gun Owners PAC, a pro gun organization based in Santee. This group has rated the City Council and given a thumbs down rating to all members except Councilmember Bailey. Mr. Myers spoke about the money trail and questioned some actions.
- d. **Todd Little**, CTID, updated the Council and public on some recent projects. A group from Coronado traveled to Minneapolis to meet with 26 conference directors. The Board recently received an update on its relationship with the San Diego Tourism Authority. Mary Ann Berta, David Spatafore and Phil Monroe departed the CTID Board last week but new members Sue Gillingham and Janet Francis were added.
- e. **Carolyn Rogerson** commented on Mr. Myers' statements. She is offended by them and doesn't understand how it is acceptable. There should be an ordinance

that if people are going to use the air time for political speeches, they should pay for it.

7. **CITY MANAGER/EXECUTIVE DIRECTOR:** No report.

8. **PUBLIC HEARINGS:**

8a. **Public Hearing: Adoption of a Resolution Approving a One-Lot Tentative Parcel Map to Allow for Condominium Ownership of Four Residential Units for the Property Addressed as 708-718 E Avenue in the R-3 (Multiple Family Residential) Zone (PC 2016-01).** Peter Fait, Associate Planner, provided the report.

Councilmember Sandke asked if there is a rendering of what this might look like. Mr. Fait showed the rendering.

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

MSUC (Bailey/Tanaka) moved that the City Council 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 FOUR RESIDENTIAL UNITS FOR THE PROPERTY LEGALLY DESCRIBED AS LOTS 15, 16 AND 17, BLOCK 66, MAP 376 CBSI, ADDRESSED AS 708-718 E AVENUE, CORONADO, CALIFORNIA. The Resolution was read by title, the reading in its entirety unanimously waived and adopted by City Council as RESOLUTION NO. 8804.

Councilmember Downey commented that all three agenda items are all conversions of apartments that are going to be or have been torn down and replaced by condos. We are having less density so there are going to be fewer homes there in terms of actual people who can live in them than currently exist so that is good in many ways. The new places will all have parking so that will be a benefit to the people on the streets. The City has a rule that every year we have to get our occupancy rate certified because no one is allowed to convert an apartment to a condo if shortages are at a premium. We are at a premium so you haven't been allowed to convert an apartment to a condo in decades. It is sad to lose these apartments as these are really the only affordable housing left in Coronado for people who are public servants. She doesn't know that there is anything we can do about it but she wanted to point it out for consideration.

Councilmember Sandke asked for clarification on Ms. Downey's comments.

Ms. Downey explained that you can't take an existing apartment and turn it into a condo. That wasn't done here. These are individual parcels. They had to be completely torn down because they can't convert them.

AYES: Bailey, Downey, Sandke, Woiwode, Tanaka
NAYS: None

ABSTAINING: None
ABSENT: None

8b. Public Hearing: Adoption of a Resolution Approving a One-Lot Tentative Subdivision Map to Allow for Condominium Ownership of Six Residential Units for the Property Addressed as 841-855 F Avenue in the R-3 (Multiple Family Residential) Zone (PC 2016-02). Peter Fait, Associate Planner, provided the report.

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

MSUC (Bailey/Downey) moved that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO APPROVING A ONE-LOT TENTATIVE SUBDIVISION MAP TO ALLOW FOR CONDOMINIUM OWNERSHIP OF SIX RESIDENTIAL UNITS FOR THE PROPERTY LEGALLY DESCRIBED AS LOTS 24, 25 AND 26, BLOCK 51, MAP 376 CBSI, ADDRESSED AS 841-855 F AVENUE, CORONADO, CALIFORNIA. The Resolution was read by title, the reading in its entirety unanimously waived and adopted by City Council as RESOLUTION NO. 8805.

Councilmember Sandke commented that the only thing that makes this at all palatable for him is that it is lowering the number of units.

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

8c. 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 536-538 E Avenue in the R-3 (Multiple Family Residential) Zone (PC 2016-03). Peter Fait, Associate Planner, provided the report.

Councilmember Sandke asked if the pace of these R-3 projects and conversions is increasing and wondered if it is at all related to the RSIP changes coming down the pipeline.

Mr. Fait responded that it has increased the past few years since the recession. We are starting to see more projects come in worried about the RSIP impacts and he thinks that will increase in the weeks to come as well.

Mayor Tanaka opened the public hearing.

Fern Nelson knows that all of these things are legal but it seems like all of the housing ends up looking the same and she finds that very sad. She thinks there are whole blocks with this same cookie cutter look. It seems that Design Review just signs off on these. It is possible to have new buildings with varied looks.

Mayor Tanaka closed the public hearing.

MSUC (Downey/Tanaka) moved that the City Council 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 10 AND 11, BLOCK 106, MAP 376 CBSI, ADDRESSED AS 536-538 E AVENUE, CORONADO, CALIFORNIA. The Resolution was read by title, the reading in its entirety unanimously waived and adopted by City Council as RESOLUTION NO. 8806.

Councilmember Downey commented that Ms. Nelson is correct. One of the things RSIP-3 has recommended is changing the rules with the goal of not having them all look the same. They will require DRC approval.

Mayor Tanaka added that it is the R-3 zone that tends to have the more redundant looks. That is the zone that has the most financial opportunity.

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

8d. Public Hearing: First Reading for Introduction of “An Ordinance of the City Council of the City of Coronado, California, Amending Chapter 1.20, Section 1.20.050(A, B, D) and Section 1.20.060(A-K) of Title 1 of the Coronado Municipal Code Regarding Conflict of Interest.” Blair King, City Manager, gave a brief explanation of the item.

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

MSUC (Sandke/Woiwode) moved that the City Council introduce AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA, AMENDING CHAPTER 1.20, SECTION 1.20.050(A, B, D) AND SECTION 1.20.060(A-K) OF TITLE 1 OF THE CORONADO MUNICIPAL CODE REGARDING CONFLICT OF INTEREST. The Ordinance was read by title, the reading in its entirety unanimously waived and placed by the City Council on FIRST READING.

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

9. **ADMINISTRATIVE HEARINGS:** None
10. **COMMISSION AND COMMITTEE REPORTS:** None
11. **CITY COUNCIL BUSINESS:**

11a. **Council Reports on Inter-Agency Committee and Board Assignments.**

Councilmember Sandke submitted his report in writing.

Councilmember Woiwode submitted his report in writing and highlighted that in his capacity as the Chair of the Military Working Group at SANDAG, he went to Sacramento with a SANDAG staffer for the Governor's Defense Summit in May.

Councilmember Downey attended a SANDAG Planning meeting where they learned about Carlsbad's plans to update portions of Coast Highway that runs through Carlsbad. They are getting ready to replace at least four intersections and replace them with rotaries. All available information on that is online. The state has already instituted a policy where recycling of food waste will be mandatory and enforceable.

Councilmember Bailey will submit his report in writing.

Mayor Tanaka picked his last Mayor's car for MotorCars on MainStreet; attended a few Mayors and Managers meetings; Naval Complexes meetings; attended his last Heartland Fire Authority JPA Fire Dispatch meeting; attended a bike kick-off event; met with the Coast Guard Sector Captain; attended the Coronado Bicycle Commission's Mayor's Ride; attended the Camp Surf Gala; worked with Ben Hallowell and the folks at Loews to talk about the wheelchair basketball game that is coming up later in June; thanked the Rotarians, Optimists and Lions for helping with that event; was part of the Avenue of Heroes event where the newest banners were unfurled; spoke to the Relay for Life event.

11b. **Approve Resolutions (1) Adopting the City of Coronado Annual Budget for FY 2016-17; (2) Setting the Annual Appropriations (Gann) Limit; and (3) Approving the Policy on Fund Balance and the Size and Use of Reserves.** City Manager Blair King noted that staff will be available to respond to questions.

Councilmember Downey wants to talk about the proposed budget and proposed CIP projects. She asked if Mr. Walton was the person who spoke about the CIP projects.

Mr. King explained that the CIP was incorporated as part of the entire budget presentation to the Council on May 17.

Ms. Downey shared her comments on the decorative street lighting for Third and Fourth and explained what is meant, in this case, by the word decorative.

Mayor Tanaka commented, as he and Mr. Bailey are the CIP subcommittee, that they noticed the price tag of this project being over \$500,000 and wondered how it got in the CIP as neither he nor Mr. Bailey requested that it be included. On top of that, they wanted to know whether this would

be something that the corridor would support. He and Mr. Bailey made the decision to pull it out because they didn't have affirmative answers to their questions. Ms. Downey has now answered some of those questions. They were afraid to move ahead on a \$500,000 appropriation and then find out that there were 20 or 30 neighbors vehemently against it and no one standing up for it. He asked if anyone on the Council opposes adding this project back in at the appropriation level of \$550,000.

Ms. Downey commented that the Council could identify, until otherwise brought to the Council, money in the toll fund so we wouldn't have to shift money around for planning purposes. We don't have to knock something else out in order to do this.

Councilmember Bailey commented that this will come back to us multiple times and there will be chances for the public to weigh in and there will be designs to discuss so he is fine earmarking some funds for this at this time.

Councilmember Sandke is very supportive and is glad Ms. Downey brought it up. The CIP process has been somewhat of a mystery to him. He continues to believe that anything we can do to neighborize the Third and Fourth Street corridor does our whole town a favor and not just the folks who live in that corridor.

Mayor Tanaka commented that the CIP process evolves with whoever is on the Council and based on how many projects there are.

Ms. Downey thought this project should be in this year because it is the most likely to get approval from Caltrans and could be finished faster.

The Mayor invited public comment.

Carolyn Rogerson thinks this would be lovely on Third and Fourth Street. The issue she is concerned about is Ms. Downey's reference to this coming from the toll fund money. We are considering putting an awful lot of money toward the toll plaza redesign and rebuild and she is concerned that taking \$500,000 out of the toll fund will affect the toll plaza project. When you do your discussion and considerations, she asked that the Council prioritize where those monies will come from and how they might take away from other projects because we do have several projects that we are putting before Caltrans having to do with traffic safety and traffic calming and speed slowing measures.

MSUC (Downey/Tanaka) moved that the City Council adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO ADOPTING THE FINANCIAL PLAN AND BUDGET FOR THE FISCAL YEAR 2016-17, FIXING AND DECLARING THE BUDGET FOR THE VARIOUS DEPARTMENTS AND FOR CAPITAL IMPROVEMENT PROJECTS, AND APPROPRIATING 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 2016-17; 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. 8807, RESOLUTION NO. 8808, and RESOLUTION NO. 8809.

Ms. Downey commented that there are other options for funding.

Mayor Tanaka agreed and commented that staff will come back to the Council with a recommendation for where the funds should come from. The toll plaza project will happen but it will take time. There will be other funding discussions regarding that project as well.

Councilmember Woiwode doesn't think the finances are going to be an issue in this case. We just found out that we are going to get another \$970,000 through SANDAG that is unspent money from the tunnel studies and the bridge toll funds have over \$7 million. If we can do something now with the money we have available, if it is something the public supports, we certainly want to do it.

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

11c. Consideration of Reappointment of Two Incumbents, Bill Gise and Dorothy Howard, to Serve a Second, Three-Year Term on the Design Review Commission. Under Consent, the City Council reappointed Bill Gise and Dorothy Howard each to a second three-year term on the Design Review Commission to expire on July 31, 2019.

11d. Consideration of Appointment to Fill One Vacancy on the Cultural Arts Commission. Under Consent, the City Council appointed William Lowman to fill the remainder of a term on the Cultural Arts Commission to expire December 31, 2018.

11e. Consideration of Appointment of One At-Large Member to the Coronado Tourism Improvement District Board. Under Consent, the City Council appointed Robert Kennedy to a three-year term on the Coronado Tourism Improvement District Board to expire June 15, 2019.

11f. Consideration of the Preliminary Traffic Assessment of Left Turn Prohibitions from Westbound SR 75 (Third Street) onto A, B, and C Avenues and, if Desired, Approve Professional Services Agreement with Psomas and Placeworks Related to the Environmental Review of the Project. City Manager Blair King prefaced the presentation. City Engineer Ed Walton gave a brief report and introduced Steve Brown of Fehr & Peers who gave the presentation.

Councilmember Downey was confused about people making the turns and the conclusions drawn.

Mr. Brown clarified this for Ms. Downey.

Councilmember Sandke asked if the analysis was done at the next intersection south of the Amphib Base.

Mr. Brown responded that was not part of the preliminary study.

Councilmember Bailey asked clarifying questions about the slides. Mr. Brown responded to his questions.

Mayor Tanaka asked Mr. Walton a question about page 229. The minimum cost to prepare the required EIR would be \$325,000 and that would just be for the turn restrictions and not the cul-de-sacs. Is that correct?

Mr. King explained that this is a two-part presentation to the Council. One piece was so that the Council could be aware of what staff thinks the consequences are going to be, preliminarily, with making the left-turn restrictions, both in terms of signage and the cul-de-sac. The scope of work that was prepared by Placeworks was approximately \$225,000 to analyze both of those types of restrictions and the environmental consequences of them.

Mayor Tanaka stated that the main question he is asking is if we dropped the cul-de-sac idea, what would the cost be for the EIR? Does Mr. King have that?

Rachel Hurst, Director of Community Development, pointed out that the proposal that the City asked Placeworks for was to evaluate four options equally and the \$325,000 amount was based on evaluating the four options that were discussed.

Mayor Tanaka concluded that the number would shrink if we pulled cul-de-sacs out.

Ms. Hurst agreed and said that we don't have that number but Placeworks could develop that. If the Council changes the scope of work, then it would change the assumptions for cost.

Mayor Tanaka asked the Placeworks representative what she thinks the number would decrease to.

Barbara Heyman, Placeworks, cannot provide that right now because the assumptions for the EIR were that we were going to study four different scenarios and it was predicated on visual assessments of the closure of the roadways and traffic analyses. Without consulting with the experts, she cannot come up with a figure.

Councilmember Sandke talked about mitigation as was mentioned in the report. What mitigation measures might the Council, as policy makers, consider?

Mr. Brown commented that one he has heard being discussed is extending the left turn lanes on Orange at Fourth Avenue, extending them back further towards Third. That would be one type of possibility. There could be other changes to increase the capacity at certain intersections. They would sit down with staff and develop those ideas as part of the CEQA process. That is mandated. We aren't talking about anything grand but there are some spot locations where you could probably eek out a little more capacity.

Councilmember Woiwode continued the discussion about extending the left turn lanes on Orange Avenue between Third and Fourth. If you were to extend them, how much can they be extended? It could be another eight cars or some number like that. But we don't know whether they would all clear on a given cycle.

Mr. Brown said that they would want to evaluate that. They would do a signal timing effort that would cause that to happen.

Mr. King commented that, based upon information he has received from Mr. Walton and Mr. Maurer, that issue has been discussed and maybe they could produce what the problem is; primarily what the problem is is clearing from Third, making the left hand turn. It doesn't matter how much capacity is added there. The problem is clearing the intersection. As long as they are trying to maintain the intersection clear, you can't increase the stacking capacity. He asked that Mr. Walton confirm that.

Mr. Walton explained that the intersection signalization at Third and Orange operates at a LOS F (level of service) getting them past there. Vehicles still have to go through that intersection. You would gain some on the back end. You would have additional queuing capacity and get some vehicles through but the intersection itself is confined by its own capacity of traffic in all directions.

Mr. Sandke pointed out that the folks who would be using those increased left turn lanes would also be focused coming up First Street and not along Orange Avenue from First Street accessing Orange which is problematic at best even now.

Mr. King noted, the second piece, is that the other cost that would be reduced if the Council dropped out the cul-de-sac is that some preliminary engineering would need to be prepared in order to evaluate, to have enough of a project to evaluate the cul-de-sacs. If the cul-de-sacs were dropped out of the scope, the City would save approximately \$100,000 at this point in time.

Ms. Downey remembers that one of the things we had to do to get that second turning lane on Orange was take out some of the median so when we talk about extending that turning lane that is where it comes out of. She thinks that is an impact in and of itself.

Mr. King commented that if the Council goes forward, an environmental document will be prepared. The environmental document will show mitigations. Those mitigations will be analyzed. At this point in time, the consultants are saying that they do not know if those mitigations would be able to fully mitigate the negative consequences to the environment. The negative consequences to the environment could be things such as noise, light, glare, energy consumption. Although they could be mitigated, there is no indication at this time that they could be mitigated to the point of insignificance. If you proceed with a project that cannot be mitigated to the point of insignificance, the City Attorney can tell you what action the Council is allowed to take under CEQA to make a statement of overriding consideration.

Ms. Downey is an environmental attorney and understands that. The question she is asking is a very pointed one. In this community, it was a big deal to take out some of that median to do the additional stacking capacity to put that second turning lane in. If we are throwing out that we might be able to find more mitigation, she wants to be sure everyone understands that until it is

thoroughly researched and put out there, the way you get it is by taking some of it out of the median. We may all support that but she just wants to be sure that is in the public discussion before they comment. She referred to the comment about saving engineering costs and that is a great idea but does anyone know if Caltrans has more of a say if we wanted to cul-de-sac versus just doing the turning restrictions. That might help us a lot if we don't have to work on getting Caltrans' approval if we remove the cul-de-sac'ing.

City Attorney Johanna Canlas said this is one she and Mr. Walton have had discussions about. Depending on possible easement, there is property acquisition that is contemplated as part of the cul-de-sac'ing.

Mr. Walton explained that Caltrans would have to do their thorough review. In discussions with them, they would be less opposed to the turn restrictions than cul-de-sacs but they couldn't confirm either way on the cul-de-sacs as they would have to do the thorough review.

The Mayor invited public comment.

Wes Bomyea wanted to be sure he understood Mr. Bailey's question, which was about the volume of vehicles coming out of First, out of the carrier gate. Fehr & Peers has that number based on a study they conducted for the Navy. The Navy would be happy to share that information.

John Orłowski talked about the first time the City closed A, B and C Avenues in 2003. The City diverted that traffic and collateral traffic onto D and E Avenues. Orange Avenue lacked the capacity then and lacks the capacity now to absorb any additional traffic since traffic today is often backed up to Third Street waiting to turn left onto Orange Avenue. The City created gridlock then and will create gridlock again if you choose to close A, B and C Avenues. He suggested that the Council review the minutes on this issue from 2003 and 2004 when he submitted photos that showed bumper-to-bumper traffic as far as the eye can see on D Avenue when the traffic increased to 3,500 vehicles per day on D Avenue. Back in November 2004, the citizens of Coronado, by a margin of 3,170 votes, approved a citizens' initiative, Proposition M, which reopened A, B and C Avenues. The City needs a real long-term traffic solution rather than reverting back to the old divisive methods that just moves traffic from one street or neighborhood to another. The City should not again divert A, B and C traffic onto the school zones located on D, E and F Avenues. He recommends not spending the \$935,000 required to implement this plan and forego any further analysis on the left-turn prohibitions altogether.

Jeff Farrell asked what the real reason for this proposal is, if it is truly for safety or if there is an alternate reason that the City is trying to get this done again. If the goal for pedestrian safety is the true reason for considering closing public streets, including what is a current traffic collection street, C Avenue, wouldn't the City be closing streets with the highest volume of foot and bicycle traffic? This would be the area around our schools – Fifth, Sixth, Seventh, D through G or H, and along C by the park and schools. How does limiting southbound traffic on A, B and C help pedestrian safety? The pedestrians are traveling in the same direction as the cars. Stopping cars from doing this does nothing to save the pedestrians. Do we even know how many pedestrians cross those streets on a daily basis? Maybe a no left at Fourth, A, B and C would have some impact protecting pedestrians since the cars couldn't turn into them but stopping the north and south flow does nothing for them. Is there any study showing how these closures would lower the percentage of incidents? How does that compare with the volume of pedestrians and cars and bicycles on the

other streets around the schools? Is there a study showing a comparison between pedestrian safety savings between closing the two areas? He doubts that data is available but if it is he would imagine it would be no comparison between the two. If safety was the true reason for closing streets, we wouldn't be talking about A, B and C today. We would be talking about other streets in town. This experiment failed miserably ten years ago. The last time he addressed the Council, Ms. Downey pointed out that there were not two lanes turning left onto Orange which there are today. But if people were using those two turn lanes, we wouldn't be having this discussion. The truth is that people avoid bottlenecks and run anywhere they can to avoid traffic. Closing any streets will only increase the burden on the other streets that do not have the good fortune to be turned into private roads. The traffic on his street, the 400 block of D Avenue, is already much worse than it is on A, B and C. There are times of the day when he can't back out of a parking space. The City's proposal will make that even worse. There are also many more pedestrians and bicyclists on his street. What about them? He does not think that we should close any streets. If we do, it should be the ones that protect the people the most, not to raise quality of life or property values on A, B and C. The only way you can make this work is close all streets along the Navy traffic route, on and off the island, forcing all incoming and outgoing traffic to use Third, Fourth and Orange, a proposal that he doesn't think would gain much support in town. To address the study today, the idea of five to 50 more cars running on D through F is very hard to believe. It was dramatically increased the last time. He suspects that the numbers exist and he asked the Council to compare that data to what it just saw in the presentation.

Laura Miller wanted to be sure that everyone realizes that there are many more school children who live on the areas the City is proposing diverting more traffic to. A, B and C have many more single homes on single lots and the further you go to D, E and F and the volume of people and the volume of children is much higher so you would be decreasing their safety. They are walking to school and that is where they are going. This would be increasing the safety for a wealthier group and decreasing the safety for a less wealthy group who have more children at risk. She would be very opposed to and knows that everyone who lives in that area and has their kids walking or biking to school along those routes would oppose this.

Morgan Miller pointed out that these issues are so interrelated and that is why it is so hard to come up with a solution. The bottom line is that it is the cars and traffic that continue to cause the problems and decrease the safety for everyone on this island. This is very interconnected to the toll plaza project which the Council mentioned would take a while to complete. One solution is a light at A and B which would solve this problem much better and flow traffic rather than the cul-de-sacs. Our problem with that is Caltrans. He also has thought that some of our problems stem from the leadership, both of this City and the Base. We have encouraged traffic and maybe not overtly. There is free parking at the beach. There is low parking meter fares. There has been the award to the tourism promotion by the City. There has been the removal of the bridge toll. All of these things increase traffic and cause safety problems for our residents. The one exception that he thinks the City has done a really great job with is the free shuttle. That should be taken to the Base where they need some more free shuttles. The Base doesn't have a penalty for single drivers. You see way too many people by themselves in their vehicles. The Navy has increased their parking lots. They seem to make it easier and easier just to drive. This reduces the safety for our residents. He thinks we should try some things where people get paid to ride their bike or free bus rides or free ferry/trolley rides. We have to increase the costs to the drivers for driving.

Karen Wamhoff spoke about people who make left turns onto A and the damage the cars sitting there cause.

Roger Lock appreciates that the Council has a difficult job in trying to find solutions. He does not support the semi-diverters again. There needs to be a comprehensive solution. He is surprised that the Council now wants to spend all this money on a study. The people have already voted on this.

Fern Nelson is also opposed to this. It is not a matter of wealth versus less wealth. It is a matter of having too many cars in Coronado. We can't just move them from one street to another. We really do need a comprehensive solution. We need less traffic. We have parking issues. We have bicycle issues. There are too many cars and we need a global solution for all of this.

Sue Gillingham understands the issues that people on D, E and F would have with this. She hasn't heard anything about the Glorietta Boulevard option. If 45% of the people turn left on Glorietta, a lot of the people in the room would be very happy. She knows that has been voted on and so forth but we are bringing up all of the options again and she asked that we look at Glorietta Boulevard. Glorietta Boulevard has zero students crossing it in order to get to school and would take 45% of the people off of our main streets.

Ralph Arnott is opposed to the closing of A, B and C because it is just moving the problem. He hates to see us waste more money on another study to find out what we already know. The best traffic calming, to him, is a police officer. That's where we need to put our money.

Toni McGowan commented that they are so thankful to the police for the in-street crossing signs at F Avenue. They help so much with getting traffic to slow down.

Mayor Tanaka campaigned against the diverters, voted against the diverters. Clearly they were not a popular solution. He doesn't regret that vote but what he thinks is different now and why he would consider voting for cul-de-sacs today if he had the option is the way our traffic works. Third Street brings traffic into Coronado. Fourth Street takes it out. Orange Avenue is for the cross traffic. He believes that one of the reasons the diverters failed is that people could legally turn against them and do some things that a cul-de-sac would not allow. We've talked about what capacity we have to change that pocket on Orange to try to increase the capacity for people turning left onto Orange. He saw an opportunity that cul-de-sacs might be able to improve that movement into Coronado and down on Orange. While he would be willing to vote for that today that is not his purpose here. His purpose is to support ideas that might solve something and certainly to give the public options. The Council was unanimous in trying to give the public an option that they might want to consider. It is valid to say that the last time we voted we said we didn't want it. He understands that. How much money should we spend on something that we don't think will pass? He doesn't think we need to keep studying the cul-de-sac option. He is not convinced it would pass and it would take a great deal of effort on our part if we wanted to put something on the ballot to support it and explain it. He thinks there is ample reason not to move forward with the cul-de-sac idea. The cost of it, along with possible land acquisition, is expensive. The cost of the EIR will go up with it in it.

He is supportive of proceeding with what Mr. Bailey initially asked the Council to consider which is temporary turn restrictions. We already do it there and all over the place during the rush hours.

He has had many people tell him how well the little cones are working. He won't lose any sleep at night telling people that the most dangerous intersections are the ones at Fourth and A, Fourth and B, and Fourth and C. They are the most dangerous because they are the highest speeds, they are downhill with nothing abating that speed, and people are of the mindset of wanting to get on the bridge. That is why those accidents happen there. He does think that the real culprit in all of this is volume. We have more volume than our streets can handle.

Councilmember Bailey commented that when this happened a decade ago D and E got hosed. The Council didn't do enough work to understand how that decision was going to impact the rest of the community. That is what we are discussing how to accomplish today. We are trying to look to see if there are any ways to increase capacity along Orange to reduce the incentive for cars to actually go up to the 300 blocks of D and E. Is that possible? It might not be. To him, the biggest question is if the status quo is acceptable. He does not think that it is. Two-thirds of all of the accidents east of Orange involve cross through traffic. Cross through traffic accounts for 1.5% of the total traffic. Two-thirds of all accidents involve 1.5% of the total traffic. How can we reduce that impact? How can we reduce that amount of cross through traffic? If the status quo is not acceptable now, it is not going to be acceptable in the future and we have to advance something through to an EIR. He agrees with Mayor Tanaka that, at this point, cul-de-sacs don't make a lot of sense. The residents there appreciate the effort of trying to reduce the amount of cross through traffic but they also aren't super supportive of cul-de-sacs. He would appreciate taking that item off the table. What we saw from this traffic assessment was that this was under no mitigating circumstances, no proposed changes, no physical modification. That is something that would be taken into account during the EIR. He can move forward with some element of this though the temporary turn restrictions make the most sense to him.

Councilmember Downey thanked the public for coming forward but also wanted to clarify a few things. She supported the effort to get an idea of what it would cost to do this, having also lived through the turns onto D as she was living on D at the time. She voted not to throw up left turn restrictions on D at the time because she knew that all that would do is send it further down. When it was brought forward that maybe having that second left lane on Orange was going to make a difference, she suspected that it wouldn't because we were still stacking on A, B and C. One of the things the EIR would let us do is look at a couple of different options. She understands the public's frustration but we can't seem to reach agreement from a majority of our City on any traffic solution. It is the public that stopped the study for the tunnel but it actually contained several other proposals and one of them probably would have been a great answer, which is decreasing Third and Fourth under Orange that would have made a lot more sense but we couldn't finish it because the public didn't want to finish it. She understands it is very costly to do environmental studies. Maybe the City and Council at that time didn't do a good enough job explaining it. One speaker mentioned that Glorietta is the perfect alternative. It absolutely would be, however, the voters put on the ballot not to open up Glorietta. Any of the global solutions will not be approved by a majority of the citizens. The cars can go under or they can go around. The public has said no. The only way we could do anything global is if the public approved it. Once the public has voted in referendum on anything, in order to overturn that, the public must vote to do so. The idea behind the EIR was to be able to give the public all the information to be able to make a decision. One of the things she has learned is that we aren't giving the public much information. Whatever we do we have to do a much better job of getting information to the public so it can help make this decision. Someone mentioned earlier that one of the issues is that A, B and C at Fourth are just more dangerous than anywhere else and one of the things the City is trying to do is try to fix those

things and fix the driver behavior. By putting cul-de-sacs and the speed table and the lights that would try to change the driver behavior and make those intersection safer. That is something we can do within the community since we can't get agreement on a global solution. The buses only travel every 30 minutes. That is not a big issue. Putting the bulb-outs in would address the problems 24 hours a day. Is it possible to get analysis so it isn't all three at a time but it maybe would just be one street so that we could compare and the public could see all those numbers? Ms. Downey saw the data as it related to all three projects. Would it be possible to see what each one would do on its own?

Councilmember Sandke feels that this has been asked and answered. We don't need to do this again. The most problematic area is the intersection at A and Fourth. One of the things he would be in favor of would be a one-way on A, northbound. That would preclude the two and three lane stacking of cars. He also would be in favor of extending the single left turn lane all the way to Third Street at Orange. He would be in favor of increasing that left turn capacity and spreading the load out between those three streets. There were comments about volume changes. One of the things we have done is to make the ferry free in the mornings and afternoons. The City pays a significant amount of money for that. We have used toll monies to cover vanpools. The sad truth is that we can't pay people enough money to carpool. They just won't do it. If we went to Caltrans and said to make the center lane on the bridge a diamond lane for carpools coming in and going out. The longer those folks wait, the more encouraged they would be to carpool. It is a draconian measure. Of the things that we have talked about, A Avenue one way north, increasing the capacity of the left turns at Orange – those two things lead him in the right direction in terms of incremental measures. The left turn restrictions on B and C are problematic for him. He will reserve further comment at this time.

Councilmember Woiwode began by saying that one of the problems in dealing with this in this way is that it comes in the middle of a bunch of other things that we have underway. The presumption in doing this is that those things will have no effect. We are talking about trying to solve problems that we are already proposing solutions to without seeing what the impact is of those solutions. He thinks the intersection at Second and Orange is wonderful with the bulb-outs. He thinks that is an example of things we can do that improve the environment all along these busy streets. We have proposals to do those on Third and Fourth. To presume that we aren't going to make any headway and that we have to do these other things that have demonstrably bad consequences, is something that he is not ready to do. Specifically, Ms. Gillingham talked about what would happen if you came over the bridge and turned left onto Glorietta. What would happen is that vehicle would spend less time on the streets, go through fewer intersections than it has to now. If you close off turns onto A, B and C, those vehicles have to go through more intersections, spend more time on our streets, go past more people in order to complete their trip. The logic in his view of taking through traffic and pushing it further into the City goes in the wrong direction. The intersections are failing already and putting more stacking capacity in that section isn't going to solve the problem. He is not okay with this proposal. He is in favor of continuing with the deliberate steps we have taken. Let's go with the stuff we have studied and the public has already commented on. He is not ready to support this.

Mr. Bailey asked Mr. Woiwode what the proposal was that came out of the Fehr & Peers study that would address the left hand turns onto the 300 block of A, B and then left onto Pomona.

Mr. Woiwode responded that if we get bulb-outs on those streets that will do a lot to slow traffic in that area. One of the proposals was to change where Third Street joins so that you can't make the left turn onto B. We are doing the bulb-outs and speed tables in a step wise manner.

Mr. Bailey asked because that is one of the most dangerous driver behaviors. The one solution in Fehr & Peers that did address that was a semi cul-de-sac where you would prohibit left hand turns onto the 300 block of A. That was a proposal the Council advanced. That restriction in and of itself would require an EIR and would have to go back before the voters. If that is something Mr. Woiwode thinks should be considered, then it would be important to advance this EIR in some capacity so that can be looked at. If Mr. Woiwode thinks that is an option we should consider now or in the future, if this is part of some comprehensive plan, or if any comprehensive plan involves closing off or restricting any one of these streets, we have to go through the EIR process anyway and it will have to go before the voters. If that particular solution is one Mr. Woiwode is interested in, now would be an appropriate time to move forward with this study.

Mayor Tanka thought Mr. Woiwode was saying no to go forward with what is proposed. He was starting to convince the Mayor. We don't have a comprehensive approach. We do have other things in the works. Maybe we are just wasting money here. There is a good argument to be made that we are studying piecemeal stuff that we aren't real excited about. Maybe we shouldn't move forward with this to wait until some of these other things come to fruition, have better data and move forward then. Maybe it is useful to let the campaign season complete.

Mr. Bailey shares Mayor Tanaka's frustration with not having been able to implement a solution for this area. He wants to make sure we continue to try to address the issue and it is unfortunate that any proposal, any significant proposal, is years in the making along with a vote of the public. He doesn't want to let this die. He asked how the Council would feel about having an informational presentation from staff on all the things that the City has been working on so that the Council can take a look at that. He would hate to see us let these dangerous intersections continue to go unchecked without any real solutions.

Ms. Downey commented that since we committed to let them fully analyze several different options but we aren't sure what those options are. She agrees with Mr. Sandke that when she first read this she knew it couldn't go forward because the impact is just too significant but then it occurred to her that if we have to go to a vote of the people and she doesn't dismiss the Glorietta option because it is doing the one thing that we have said we need – taking traffic off the streets – but it would need to be studied before it could go to the voters. Her original thought was we could come up with the options we wanted to have environmentally studied but she thinks that because that is not the proposal in front of us that maybe it would make sense to wait and figure out the options the public might be willing to see the City pursue that they can vote on at some time and now is not the time. She is comfortable with saying now is not the time because the options they need to be reviewing are more than we have in front of us. She didn't think these were the options that are appropriate to spend the money on given we know what the impact will be on some of them. She is comfortable with not going forward but in terms of what do we want to commit to doing there should be a whole lot of education and then election time is the perfect time to get input to see which ones the public might be willing to consider having us spend the money and time on to do the environmental review for.

Mr. Bailey asked if this could be tabled.

Mr. Woiwode reminded everyone that perhaps the single grandest thing in all of this is the Gateway. That is due to come back to the Council and that will have a big impact on the behavior of traffic on these streets.

Ms. Downey thinks there was some great data in the tunnel report and wants to make sure that any of the traffic modeling in this presentation is available for future use.

Mr. Woiwode thinks that what we have in front of us is extremely useful and he is very glad that staff and the consultant put this together for us. It is very valuable. It was also worth the money.

Mr. Sandke is happy we aren't doing this but is excited that the direction this motion takes us gets us back on track.

MSUC (Tanaka/Sandke) moved that the City Council direct staff to no longer work on an environmental impact report for a project that focuses on turn restrictions on A, B and C and that we direct staff, at their discretion, either to coordinate with the Gateway when we get an update on that or, afterwards, to come back to us with an agenda item giving us an update on the current transportation projects in the works and give us some suggestions.

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

- 12. **CITY ATTORNEY:** No report.
- 13. **COMMUNICATIONS - WRITTEN:** None.
- 14. **ADJOURNMENT:** The Mayor adjourned the meeting at 6:19 p.m.

Approved: (Date), 2016

Casey Tanaka, Mayor
City of Coronado

Attest:

Mary L. Clifford, CMC
City Clerk

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

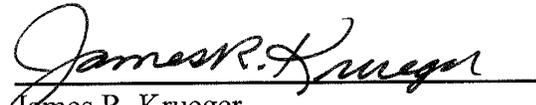
The City Council waives the reading of the full text of every ordinance contained in this agenda and approves the reading of the ordinance title only.

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Warrant List for
City Council Meeting
June 21, 2016

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 2015/2016. Money is available in the proper funds to pay these demands.

<u>Agency</u>	<u>Warrant(s)</u>	<u>Voucher(s)</u>
City of Coronado	10113511 - 10113728	V4008318 – V4008357
City of Coronado Acting as the Successor Agency to the Community Development Agency of the City of Coronado	None	None
Voided Warrant(s) and Voucher(s)	None	None



 James R. Krueger
 City Treasurer

Approved by the City Council on _____

Mayor

SUNGARD FINANCE PLUS
 DATE: 06/14/2016
 TIME: 16:49:52

CITY OF CORONADO
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.check_no between '10113511' and '10113728'
 ACCOUNTING PERIOD: 12/16

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	CC A/C REPAIR	0.00	148.50
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	CH DAMPER REPAIR	0.00	247.50
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	LIB A/C REPAIR	0.00	297.00
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	GC A/C REPAIR	0.00	297.00
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	PD A/C REPAIR	0.00	464.26
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	GOLF A/C REPAIR	0.00	852.28
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	GC A/C REPAIR	0.00	952.57
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	PS FAN MOTOR	0.00	956.47
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	GC A/C REPAIR	0.00	1,303.00
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	LB A/C REPAIR	0.00	1,344.76
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030	GOLF DEFROST RPR	0.00	1,378.99
1011	10113511	06/02/16	17116	ACCO ENGINEERED SYS	100315	8030		0.00	8,242.33
TOTAL CHECK									
1011	10113512	06/02/16	17144	ACCOUNTING PRINCIPA	100311	8030	OFFICE COVERAGE	0.00	962.88
1011	10113513	06/02/16	10068	AGRICULTURAL PEST C	100370	8030	PEST CNTRL--HOUTH	0.00	55.00
1011	10113515	06/02/16	10213	BLACKIE'S TROPHIES	100211	8560	PHOTO NAME PLATES	0.00	47.52
1011	10113516	06/02/16	16975	BURKE, WILLIAMS & S	100135	8047	LGL-CIVIL SVC COM	0.00	855.50
1011	10113517	06/02/16	14625	BUSINESS PRODUCTS E	100311	8560	OFFICE SUPPLIES	0.00	30.40
1011	10113517	06/02/16	14625	BUSINESS PRODUCTS E	100311	8560	OFFICE SUPPLIES	0.00	84.20
1011	10113517	06/02/16	14625	BUSINESS PRODUCTS E	100211	8561	PAPER	0.00	323.46
1011	10113517	06/02/16	14625	BUSINESS PRODUCTS E	100251	8560	OFFICE SUPPLIES	0.00	51.30
1011	10113517	06/02/16	14625	BUSINESS PRODUCTS E	100251	8560	OFFICE SUPPLIES	0.00	489.36
TOTAL CHECK									
1011	10113519	06/02/16	10304	CAL-AM WATER (POLIC	100211	8237	FIRE SPRINK MAY #11	0.00	55.61
1011	10113520	06/02/16	10345	CALIFORNIA UNIFORMS	100211	8560	NAME TAG HURTADO	0.00	17.28
1011	10113521	06/02/16	99460000	CARRANZA, CARLOS	100	4230	REFUND MTR RENTAL F	0.00	16.00
1011	10113524	06/02/16	15305	CINTAS CORPORATION	100251	8385	HQ TWL MAT SVC 0525	0.00	97.26
1011	10113524	06/02/16	15305	CINTAS CORPORATION	100251	8385	CAYS TWL MAT SVC 05	0.00	114.39
1011	10113525	06/02/16	16847	CINTAS FIRST AID &	100211	8595	CREDIT	0.00	-79.13
1011	10113525	06/02/16	16847	CINTAS FIRST AID &	100211	8595	FIRST AID SUPPLY	0.00	903.32
1011	10113525	06/02/16	16847	CINTAS FIRST AID &	100255	8252	LG FIRE EXT INSP/CH	0.00	265.05
1011	10113526	06/02/16	10753	COMPLETE OFFICE (GR	100140	8560	STAMP	0.00	1,089.24
1011	10113527	06/02/16	99460000	CONNER, MICHAEL JOS	100	4600	REFUND OVER PMT	0.00	82.46
1011	10113528	06/02/16	16877	CONSOLIDATED ELECTR	100315	8252	ELECTRICAL CLAMP	0.00	250.00
1011	10113529	06/02/16	17209	CORONADO 76	100211	8530	FUEL	0.00	7.15
1011	10113529	06/02/16	17209	CORONADO 76	100211	8530	FUEL	0.00	85.67
1011	10113529	06/02/16	17209	CORONADO 76	100211	8530	FUEL	0.00	19.28
1011	10113529	06/02/16	17209	CORONADO 76	100211	8530	FUEL	0.00	104.95
TOTAL CHECK									

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113530	06/02/16	14812	CORONADO FLOOR & WI	100252	8252	BLINDS FOR EOC DOOR	0.00	697.80
1011	10113530	06/02/16	14812	CORONADO FLOOR & WI	100252	8560	EOC LG WINDOW SHADE	0.00	1,658.00
	TOTAL CHECK							0.00	2,355.80
1011	10113531	06/02/16	99460000	CORTEZ, MANUEL JR	100	4600	REFUND OVR PMT	0.00	7.50
1011	10113532	06/02/16	11400	COUNTY OF SAN DIEGO	100212	8030	COURT FEES APRIL 20	0.00	4,440.00
1011	10113533	06/02/16	16756	CRYSTAL CLEAN CAR W	100212	8250	APRIL 2016 CARWASH	0.00	115.00
1011	10113534	06/02/16	16782	DCS TESTING & EQUIP	100251	8250	GRND LADDER TEST FY	0.00	195.50
1011	10113534	06/02/16	16782	DCS TESTING & EQUIP	100251	8250	FIRE HOSE TEST FY16	0.00	350.29
1011	10113534	06/02/16	16782	DCS TESTING & EQUIP	100251	8250	FIRE HOSE TEST FY16	0.00	2,760.00
1011	10113534	06/02/16	16782	DCS TESTING & EQUIP	100251	8250	GRND LADDER TEST FY	0.00	522.10
	TOTAL CHECK							0.00	3,827.89
1011	10113535	06/02/16	99460000	DESCALZI, LETICIA	100	4600	REFUND OVR PMT	0.00	7.50
1011	10113539	06/02/16	99460000	EAN HOLDINGS, LLC	100	4600	REFUND OVER PMT	0.00	24.50
1011	10113541	06/02/16	10621	EMP-EMERGENCY MEDIC	100255	8560	LG MEDICAL SUPPLIES	0.00	78.57
1011	10113541	06/02/16	10621	EMP-EMERGENCY MEDIC	100255	8560	LG MEDICAL SUPPLIES	0.00	973.85
	TOTAL CHECK							0.00	1,052.42
1011	10113549	06/02/16	16298	HINDERLITER DE LLAM	100140	8030	SALES TAX - QTR 2	0.00	300.00
1011	10113549	06/02/16	16298	HINDERLITER DE LLAM	100140	4120	AUDIT SALES TAX QTR	0.00	5,648.63
	TOTAL CHECK							0.00	5,948.63
1011	10113552	06/02/16	16987	IPS GROUP INC	100212	8515	ANTI-FOG LENS	0.00	81.01
1011	10113552	06/02/16	16987	IPS GROUP INC	100212	8515	METER DOME SENSOR L	0.00	96.00
	TOTAL CHECK							0.00	177.01
1011	10113554	06/02/16	10884	JOBS AVAILABLE INC	100142	8390	SR MGT ANALYST JOB	0.00	312.00
1011	10113558	06/02/16	16003	L & L PRINTERS	100140	8560	FY 17 PROPOSED BUDG	0.00	534.60
1011	10113559	06/02/16	10979	LIFE ASSIST, INC.	100251	8580	EMS SUPPLIES	0.00	646.85
1011	10113559	06/02/16	10979	LIFE ASSIST, INC.	100251	8250	EMS EQUIPMENT	0.00	751.64
1011	10113559	06/02/16	10979	LIFE ASSIST, INC.	100251	9025	2 TEMPORAL THERMOM	0.00	816.11
	TOTAL CHECK							0.00	2,214.60
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100135	8046	90075-CODE ENFRMNT	0.00	115.50
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100135	8046	90080-LTGTN 706 GLO	0.00	130.39
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100135	8046	90076-MISC LITIGATI	0.00	132.00
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100121	8045	90084-SUCCESSOR AGN	0.00	148.50
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100135	8046	90077-COMMISSIONS-G	0.00	396.00
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100135	8046	90078-AIR INSTALL C	0.00	602.25
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100135	8046	90079-PRSNL MTRS	0.00	957.00
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100135	8046	90082-ABLNC WRTY	0.00	1,344.80
1011	10113563	06/02/16	11048	MCDUGAL, LOVE, ECKIS	100135	8045	90083-RETAINER	0.00	10,000.00
	TOTAL CHECK							0.00	13,826.44

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1011	10113564	06/02/16	16682	MEYERS NAVE	100135	8047	COR V SD LAFCO-IM B	0.00	1,846.00
1011	10113569	06/02/16	15137	OFFICE DEPOT (ACCT	100140	8560	MINTS	0.00	9.89
1011	10113569	06/02/16	15137	OFFICE DEPOT (ACCT	100142	8560	MAGAZINE HOLDER	0.00	23.21
1011	10113569	06/02/16	15137	OFFICE DEPOT (ACCT	100140	8560	CALC TAPE ROLL	0.00	79.37
1011	10113569	06/02/16	15137	OFFICE DEPOT (ACCT	100140	8560	FILE STORAGE/STAMP	0.00	232.12
	TOTAL CHECK							0.00	344.59
1011	10113570	06/02/16	11160	OFFICE DEPOT	100211	8561	QT SIZE ZIPLOCK BAG	0.00	7.11
1011	10113570	06/02/16	11160	OFFICE DEPOT	100211	8561	OFFICE SUPPLIES	0.00	58.84
	TOTAL CHECK							0.00	65.95
1011	10113576	06/02/16	11261	PORT SUPPLY	100255	8320	2 VHF HAND HELD RAD	0.00	190.04
1011	10113578	06/02/16	15136	PSOMAS	100370	8030	BULBOUT/4TH APR	0.00	7,475.00
1011	10113583	06/02/16	13062	SAN DIEGO CITY SCHO	100142	8065	LIVESCAN FEES	0.00	260.00
1011	10113584	06/02/16	16736	SAN DIEGO CONSTRUCT	100315	8252	FERRY LANDING TICKE	0.00	2,117.94
1011	10113585	06/02/16	11417	SAN DIEGO COUNTY LA	100212	8350	PAID BY EXPLORERS	0.00	-500.00
1011	10113585	06/02/16	11417	SAN DIEGO COUNTY LA	100212	8350	MANNELLO DAILY FEE	0.00	125.00
1011	10113585	06/02/16	11417	SAN DIEGO COUNTY LA	100212	8350	MUNOZ, JULIO	0.00	450.00
1011	10113585	06/02/16	11417	SAN DIEGO COUNTY LA	100212	8350	STANGL, MAXWELL	0.00	450.00
1011	10113585	06/02/16	11417	SAN DIEGO COUNTY LA	100212	8350	GONZELZ, PEDRO	0.00	450.00
1011	10113585	06/02/16	11417	SAN DIEGO COUNTY LA	100212	8350	MCFELLY, HAYLA	0.00	450.00
1011	10113585	06/02/16	11417	SAN DIEGO COUNTY LA	100212	8350	RHYS, ROCKY	0.00	450.00
1011	10113585	06/02/16	11417	SAN DIEGO COUNTY LA	100212	8350	FLORES-ADVISOR	0.00	450.00
	TOTAL CHECK							0.00	2,325.00
1011	10113588	06/02/16	12001	SDG&E- (POLICE)	100211	8236	PD GAS APR-MAY #10	0.00	448.53
1011	10113588	06/02/16	12001	SDG&E- (POLICE)	100213	8235	ACF ELEC APR-MAY #1	0.00	1,176.71
1011	10113588	06/02/16	12001	SDG&E- (POLICE)	100211	8235	PD ELEC APR-MAY #10	0.00	7,670.81
1011	10113588	06/02/16	12001	SDG&E- (POLICE)	100213	8236	ACF GAS APR-MAY #10	0.00	13.15
	TOTAL CHECK							0.00	9,309.20
1011	10113591	06/02/16	16211	SECTRAN SECURITY IN	100212	8030	APRIL2016 COIN VERI	0.00	247.50
1011	10113593	06/02/16	17043	SHRED-IT USA	100211	8241	SHRED SVC	0.00	92.91
1011	10113596	06/02/16	99460000	SOLDO, PHYLLIS J LS	100	4600	REFUND CITE	0.00	250.00
1011	10113597	06/02/16	11547	SOUTH BAY MOTORSPOR	100212	8250	REPLACE FRONT TIRE	0.00	183.30
1011	10113597	06/02/16	11547	SOUTH BAY MOTORSPOR	100212	8250	OIL CHG/CLUTCH REPA	0.00	653.87
	TOTAL CHECK							0.00	837.17
1011	10113599	06/02/16	10316	ST OF CA DEPT OF JU	100142	8065	DOJ/FBI FNGRPRT FEE	0.00	1,159.00
1011	10113603	06/02/16	11614	SUPERIOR READY MIX	100312	8253	CONCRETE	0.00	295.70
1011	10113603	06/02/16	11614	SUPERIOR READY MIX	100312	8253	CONCRETE	0.00	403.57
1011	10113603	06/02/16	11614	SUPERIOR READY MIX	100312	8253	CONCRETE	0.00	490.97
1011	10113603	06/02/16	11614	SUPERIOR READY MIX	100312	8253	1142 ADELLA AVENUE	0.00	248.08

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK									
1011	10113605	06/02/16	16077	THOMAS INDUSTRIAL W	100251	8250	36 WSHR TNK DELIVER	0.00	1,438.32
1011	10113605	06/02/16	16077	THOMAS INDUSTRIAL W	100251	8250	37 WSHR TNK DELIVER	0.00	125.00
TOTAL CHECK								0.00	250.00
1011	10113606	06/02/16	16889	TRUTH WINDOW CLEANI	100312	8030	SIDEWALK PWR WSHING	0.00	10,275.00
1011	10113608	06/02/16	11673	UNDERGROUND SERVICE	100312	8030	DIG ALERT	0.00	117.00
1011	10113609	06/02/16	12703WW	VERIZON WIRELESS	100550	8320	CELL PH CHRGS-LIB	0.00	27.11
1011	10113609	06/02/16	12703WW	VERIZON WIRELESS	100370	8320	CELL PH CHRGS-ENG	0.00	30.18
1011	10113609	06/02/16	12703WW	VERIZON WIRELESS	100120	8320	CELL PH CHRGS-CM	0.00	56.93
1011	10113609	06/02/16	12703WW	VERIZON WIRELESS	100140	8320	CELL PH CHRGS-AS	0.00	38.21
1011	10113609	06/02/16	12703WW	VERIZON WIRELESS	100145	8320	CELL PH CHRGS-AS	0.00	298.95
TOTAL CHECK								0.00	451.38
1011	10113611	06/02/16	11765	WESCOMM - WESTERN C	100	4800	LINE SVC CHRGE-APR	0.00	294.00
1011	10113612	06/02/16	11756	WEST COAST ARBORIST	100313	8030	TREE REMOVAL	0.00	3,817.35
1011	10113614	06/02/16	14966	WINZER CORPORATION	100251	8560	JANIT SUPPLIES	0.00	93.56
1011	10113614	06/02/16	14966	WINZER CORPORATION	100251	8560	JANIT SUPPLIES	0.00	381.96
TOTAL CHECK								0.00	475.52
1011	10113615	06/02/16	99460000	WORD, JOE L.	100	4600	REFUND OVR PMT	0.00	15.00
1011	10113619	06/10/16	17144	ACCOUNTING PRINCIPA	100140	8030	ACCT PAY CLERK-GARZ	0.00	1,117.03
1011	10113619	06/10/16	17144	ACCOUNTING PRINCIPA	100140	8030	ACCT PAY CLERK-GARZ	0.00	1,207.60
TOTAL CHECK								0.00	2,324.63
1011	10113620	06/10/16	10068	AGRICULTURAL PEST C	100316	8030	RAT/MICE CONTROL-OC	0.00	350.00
1011	10113620	06/10/16	10068	AGRICULTURAL PEST C	100125	8252	RAT/MICE CONTROL-CH	0.00	60.00
TOTAL CHECK								0.00	410.00
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	15.81
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	15.94
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	16.15
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	16.51
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	17.45
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8560	BULBS	0.00	18.61
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	19.39
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	28.22
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	28.28
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	TEEN BOOKS	0.00	43.44
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	44.59
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	44.61
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	45.60
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8560	FAN WARRANTY	0.00	51.78
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	24.99
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	64.93
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	65.25

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8560	10 KEYBOARDS	0.00	73.44
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	76.56
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	78.49
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	133.44
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	133.57
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	139.41
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	166.10
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	175.81
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8560	CHILDRENS AREA FAN	0.00	289.94
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	11.20
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	12.43
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	12.91
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	14.83
1011	10113625	06/10/16	17065	AMAZON.COM	100550	8505	JUV BOOKS	0.00	1,879.68
TOTAL CHECK									
1011	10113626	06/10/16	16011	ARROWHEAD SCIENTIFI	100211	8580	DRUG EVIDENCE POUCH	0.00	369.88
1011	10113627	06/10/16	15595	AT&T CALNET 2	100211	8320	PHONES APR-MAY CN3	0.00	881.88
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100125	8320	TELEPHONE EXP - CC	0.00	34.14
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100125	8320	TELEPHONE EXP - CH	0.00	44.05
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100125	8320	BAN-939103616	0.00	55.75
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100125	8320	TELEPHONE EXP-CD-PL	0.00	85.01
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100125	8320	TELEPHONE EXP-CD-BL	0.00	85.01
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100125	8320	TELEPHONE EXP - CC	0.00	102.19
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100125	8320	TELEPHONE EXP - LIB	0.00	132.15
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100125	8320	TELEPHONE EXP - ENG	0.00	170.25
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100311	8320	TELEPHONE EXP - PS	0.00	216.94
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100251	8320	TELEPHONE EXP - AS	0.00	289.40
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100251	8320	TELEPHONE EXP - FD	0.00	291.38
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	100211	8320	TELEPHONE EXP - PD	0.00	366.04
TOTAL CHECK									1,957.32
1011	10113629	06/10/16	13646	AT&T/MCI (ADMIN SRV)	100255	8320	800 MHZ T1 LINE 7-5	0.00	20.51
1011	10113629	06/10/16	13646	AT&T/MCI (ADMIN SRV)	100251	8320	800 MHZ T1 LINE 12%	0.00	32.82
1011	10113629	06/10/16	13646	AT&T/MCI (ADMIN SRV)	100311	8320	800 MHZ T1 LINE 30%	0.00	82.04
1011	10113629	06/10/16	13646	AT&T/MCI (ADMIN SRV)	100211	8320	800 MHZ T1 LINE 48%	0.00	131.27
TOTAL CHECK									266.64
1011	10113632	06/10/16	10303	CAL-AM WATER (CITY)	100125	8237	CH WATER - MAY '16	0.00	1,172.26
1011	10113632	06/10/16	10303	CAL-AM WATER (CITY)	100125	8237	IRRIGATION - MAY '1	0.00	471.45
TOTAL CHECK									1,643.71
1011	10113633	06/10/16	10310	CAL-AM WATER (FIRE)	100251	8237	CAYS H2O 2016-5	0.00	587.86
1011	10113634	06/10/16	10304	CAL-AM WATER (POLIC)	100211	8237	DRINK WTR MAY #11	0.00	225.80
1011	10113634	06/10/16	10304	CAL-AM WATER (POLIC)	100211	8237	IRRIGATE MAY #11	0.00	316.78
TOTAL CHECK									542.58
1011	10113636	06/10/16	10306	CAL-AM WATER (PUBLI)	100313	8237	1108 ORANGE	0.00	145.57
1011	10113636	06/10/16	10306	CAL-AM WATER (PUBLI)	100313	8237	350 TENTH ST	0.00	192.19



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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	1020 SIXTH ST	0.00	57.16
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	1017 SEVENTH ST	0.00	57.16
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	1015 SEVENTH ST	0.00	222.59
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	1040 POMONA AVE	0.00	8.79
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100314	8237	101 B AVE	0.00	228.72
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	336 ORANGE	0.00	263.12
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	720 4TH	0.00	373.41
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	1500 THIRD ST	0.00	410.16
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	560 ORANGE	0.00	440.82
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	111 B AVE	0.00	504.43
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	240 ORANGE	0.00	508.21
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	265 I AVE	0.00	557.22
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	436 ORANGE	0.00	569.48
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	166 ORANGE	0.00	569.48
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	920 BAY CR	0.00	614.73
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	740 GUADALUPE AVE	0.00	700.49
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	1651 STRAND WAY	0.00	1,433.37
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	1975 STRAND WAY	0.00	1,607.27
1011	10113636	06/10/16	10306	CAL-AM WATER	(PUBLI 100313	8237	1120 SIXTH ST	0.00	1,619.54
TOTAL	CHECK							0.00	11,083.91
1011	10113638	06/10/16	13535	CDW GOVERNMENT CENT	100145	8560	GLOSS PHOTO PAPER	0.00	204.60
1011	10113639	06/10/16	12550	CHANNING BETE CO,	100251	8560	CPR CONSUMABLE SPPL	0.00	1,673.87
1011	10113641	06/10/16	15305	CINTAS CORPORATION	100251	8385	CAYS TWL SVC 060116	0.00	48.28
1011	10113641	06/10/16	15305	CINTAS CORPORATION	100251	8385	HQ TWL SVC 060116	0.00	58.55
TOTAL	CHECK							0.00	106.83
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100115	8560	SODA,WATER, OFC SUPP	0.00	61.07
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100125	8561	COPY PAPER - CH	0.00	139.76
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100142	8560	OFC FANS RETURNED	0.00	-65.22
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100140	8560	CMFNTL STAMP	0.00	7.55
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100142	8560	OFFICE FANS	0.00	65.22
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100142	8560	OFFICE SUPPLIES	0.00	65.22
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100140	8560	OFFICE SUPPLIES	0.00	445.05
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100125	8561	COPY PAPER - CH	0.00	139.06
1011	10113643	06/10/16	10753	COMPLETE OFFICE	(GR 100125	8561	COPY PAPER - CH	0.00	313.15
TOTAL	CHECK							0.00	1,170.86
1011	10113645	06/10/16	17209	CORONADO 76	100211	8530	FUEL CRGES05/16-05/	0.00	84.81
1011	10113645	06/10/16	17209	CORONADO 76	100211	8530	FUEL	0.00	38.94
TOTAL	CHECK							0.00	123.75
1011	10113646	06/10/16	14812	CORONADO FLOOR & WI	100252	8252	LG ROOM DRKN SHDE E	0.00	202.00
1011	10113646	06/10/16	14812	CORONADO FLOOR & WI	100252	8535	LG ROOM DRKN SHDE E	0.00	1,150.00
TOTAL	CHECK							0.00	1,352.00
1011	10113647	06/10/16	10457	CORONADO HARDWARE	100251	8560	ELEC COVER PLATE	0.00	2.15
1011	10113647	06/10/16	10457	CORONADO HARDWARE	100251	8252	36 LOCKERM SWITCH P	0.00	3.55
1011	10113647	06/10/16	10457	CORONADO HARDWARE	100251	8252	CPTS OFF CARPET CLN	0.00	9.71
1011	10113647	06/10/16	10457	CORONADO HARDWARE	100251	8252	37 MISC SUPPLIES	0.00	19.74

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113647	06/10/16	10457	CORONADO HARDWARE	100251	8540	CAYS GYM MISC SPLS	0.00	49.45
1011	10113647	06/10/16	10457	CORONADO HARDWARE	100251	8252	FRONT OFFICE SHELVE	0.00	60.11
	TOTAL CHECK							0.00	144.71
1011	10113648	06/10/16	16967	CTS LANGUAGELINK	100115	8340	ELEC TRANSLATION SV	0.00	640.00
1011	10113649	06/10/16	10553	DIEGO & SON PRINTIN	100122	8390	SHUTTLE BROCHURES	0.00	1,223.64
1011	10113651	06/10/16	10598	EAGLE NEWSPAPER LLC	100115	8030	LEGAL ADS 5112, 511	0.00	80.00
1011	10113651	06/10/16	10598	EAGLE NEWSPAPER LLC	100115	8030	LEGAL ADS 5254, 525	0.00	85.00
1011	10113651	06/10/16	10598	EAGLE NEWSPAPER LLC	100115	8030	3/10 DISPLAY AD	0.00	540.00
1011	10113651	06/10/16	10598	EAGLE NEWSPAPER LLC	100120	8390	3/10 DISPLAY AD	0.00	540.00
	TOTAL CHECK							0.00	1,245.00
1011	10113652	06/10/16	17124	ECORONADO.COM	100122	8390	QUARTERLY AD(S)	0.00	450.00
1011	10113653	06/10/16	15562	EGOV STRATEGIES	100120	8320	CNNCT USGE FEE-MAY	0.00	500.20
1011	10113654	06/10/16	10632	ESQUEVIN, CHRISTIAN	100550	8560	LIBRARY SUPPLIES	0.00	226.91
1011	10113655	06/10/16	10645	FEDEX	100140	8400	SHPMT - HDL 5/18	0.00	30.09
1011	10113656	06/10/16	16936	FEHR & PEERS	100370	8030	SPEED TABLE/4TH APR	0.00	3,598.18
1011	10113658	06/10/16	17073	FIRST CALL	100314	8250	UNIV BATT TERMNLS-S	0.00	10.57
1011	10113658	06/10/16	17073	FIRST CALL	100314	8250	FILTERS-STOCK	0.00	648.87
1011	10113658	06/10/16	17073	FIRST CALL	100314	8250	LIGHT BULBS-STOCK	0.00	66.03
	TOTAL CHECK							0.00	725.47
1011	10113659	06/10/16	10714	GEORGE/S LAWN EQUIP	100313	8250	5-85 MUFFLER GUARD	0.00	24.73
1011	10113660	06/10/16	17056	GLOBAL ENVIRONMENTA	100312	8250	3-8 SWEEPER PARTS	0.00	806.53
1011	10113660	06/10/16	17056	GLOBAL ENVIRONMENTA	100312	8250	3-8 SWEEPER PARTS	0.00	134.59
	TOTAL CHECK							0.00	941.12
1011	10113661	06/10/16	17086	GOLDEN RULE BINDERY	100115	8560	BINDING-MINS, RESOS	0.00	494.65
1011	10113662	06/10/16	14289	GALVAN, JESSE	100211	8250	VEHICLE WRAP	0.00	400.00
1011	10113667	06/10/16	99460000	HOUSTON NEAL DOUGLA	100	4600	REFUND PD TWICE	0.00	73.00
1011	10113670	06/10/16	99460000	LAFATA FARO JOHN	100	4600	REFUND PD TWICE	0.00	75.00
1011	10113674	06/10/16	16818	MAKAI SURF	100255	8565	RACING PADDLE BOARD	0.00	594.00
1011	10113675	06/10/16	99460000	MARAGOS CATHERINE	100	4600	CITE REFUND PD TWIC	0.00	24.50
1011	10113678	06/10/16	16425	MUNICIPAL EMERGENCY	100251	8250	HIGH RISE STRAPS	0.00	421.10
1011	10113679	06/10/16	16682	MEYERS NAVE	100135	8047	COR V SD LAFCO-IM B	0.00	434.50
1011	10113680	06/10/16	BOOTS	MORALES, MARTIN	100313	7160	M.MORALES ARBORIST	0.00	265.90

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113681	06/10/16	15317	MOTOROLA SOLUTIONS, 100211	100211	9045	3 HANDHELD RADIOS	0.00	12,272.11
1011	10113683	06/10/16	11669	NFPA - NATIONAL FIR 100314	100314	8415	ID#27405597 JGONZAL	0.00	175.00
1011	10113684	06/10/16	11160	OFFICE DEPOT 100211	100211	8561	DISINFECTANT WIPES	0.00	30.43
1011	10113684	06/10/16	11160	OFFICE DEPOT 100211	100211	8561	OFFICE SUPPLIES	0.00	82.07
	TOTAL CHECK							0.00	112.50
1011	10113685	06/10/16	15077	ORIGINAL WATERMEN I 100255	100255	7160	WOMANS UNIF BRD SHO	0.00	317.36
1011	10113686	06/10/16	99460000	PAQUIN, CHERI R 100	100	4600	CITE REFUND PD TWIC	0.00	73.50
1011	10113688	06/10/16	17257	PCMG/GLOBAL GOVED 100	100	1420	MICROSOFT LIC AGRMN	0.00	54,805.78
1011	10113689	06/10/16	15312	PERRY OF NATIONAL C 100314	100314	8250	2-9R A/C HOSEASSEMB	0.00	82.95
1011	10113690	06/10/16	99460000	PG FILMS INC LSE 100	100	4600	REFUND PD TWICE	0.00	75.00
1011	10113691	06/10/16	16996	PHOENIX GROUP INFOR 100212	100212	8030	CITE MGMT - APRIL '	0.00	656.26
1011	10113692	06/10/16	14797	PHONE SUPPLEMENTS 100216	100216	8390	STARSET-CONTROLLER	0.00	436.62
1011	10113693	06/10/16	11261	PORT SUPPLY 100255	100255	8535	EPOXY, CHAINS, HRDW	0.00	306.96
1011	10113694	06/10/16	11272	POWERSTRIDE BATTERY 100314	100314	8250	PD-TOWEN TRAILER BA	0.00	1,002.20
1011	10113694	06/10/16	11272	POWERSTRIDE BATTERY 100314	100314	8250	PD-TOWEN TRAILER BA	0.00	1,002.20
	TOTAL CHECK							0.00	2,004.40
1011	10113695	06/10/16	15808	PROMOVENTURES 100255	100255	7160	60 LG UNIF HATS	0.00	730.89
1011	10113696	06/10/16	15136	PSOMAS 100	100	1420	NAVY WARRIOR APR SV	0.00	605.00
1011	10113697	06/10/16	11814	ROAD ONE TOWING 100312	100312	8250	3-8 TOW SERVICE	0.00	240.00
1011	10113699	06/10/16	16698	SAN DIEGO COUNTY SH 100211	100211	8425	PROP & EVIDE FORM #	0.00	201.16
1011	10113699	06/10/16	16698	SAN DIEGO COUNTY SH 100211	100211	8425	PROP & EVIDE FORM #	0.00	201.16
	TOTAL CHECK							0.00	402.32
1011	10113700	06/10/16	11774	SAN DIEGO FRICTION 100314	100314	8250	PD TRLR JCK 7 CASTE	0.00	97.63
1011	10113702	06/10/16	11425	SDG&E (CITY HALL AC 100125	100125	8235	ELECTRICITY - MAY '	0.00	4,025.38
1011	10113702	06/10/16	11425	SDG&E (CITY HALL AC 100125	100125	8235	ELEC VEH CHRGR STATI	0.00	62.81
	TOTAL CHECK							0.00	4,088.19
1011	10113703	06/10/16	11426	SDG&E-(FIRE SRV ACC 100251	100251	8236	HQ GAS 2016-5	0.00	56.46
1011	10113703	06/10/16	11426	SDG&E-(FIRE SRV ACC 100251	100251	8235	HQ ELEC 2016-5	0.00	1,539.97
	TOTAL CHECK							0.00	1,596.43
1011	10113704	06/10/16	11426A	SDG&E - (LIFEGUARD 100255	100255	8235	LG ELEC 2016-5	0.00	823.38
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI 100312	100312	8235	1291 RH DANA	0.00	7.00

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1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100313	8235	549 3RD	0.00	8.07
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100313	8235	1030 STAR PK	0.00	23.55
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100313	8235	1124 ADELLA	0.00	230.17
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100315	8235	4/13-5/12/16 ELEC	0.00	344.53
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100311	8235	4/13-5/12/16 ELEC	0.00	387.60
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100316	8235	4/13-5/12/16 ELEC	0.00	430.66
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100314	8235	4/13-5/12/16 ELEC	0.00	473.73
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100312	8235	4/13-5/12/16 ELEC	0.00	904.39
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100313	8235	1050 ORANGE	0.00	1,340.51
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100312	8235	LSIB STILTS D	0.00	48.67
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100312	8235	4/30-5/31/2016 ELEC	0.00	3,909.35
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100312	8235	4/13-5/12/16 ELEC	0.00	818.26
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	100313	8235	4/13-5/12/16 ELEC	0.00	8,926.49
TOTAL CHECK									
1011	10113708	06/10/16	17070	SECURITY FIRST	100211	8030	OVER PMT	0.00	-3,294.00
1011	10113708	06/10/16	17070	SECURITY FIRST	100211	8030	CROSSGUARDS 5/9-5/2	0.00	4,036.50
1011	10113708	06/10/16	17070	SECURITY FIRST	100211	8030	CROSSGUARD 4/25-5/6	0.00	4,047.00
TOTAL CHECK									
1011	10113709	06/10/16	99460000	SETTLE C DWIGHT JR	100	4600	REFUND CITE OVRPMT	0.00	15.00
1011	10113710	06/10/16	11504	SHRED-IT SAN DIEGO	100251	8030	HQ SHREDDING 2016-5	0.00	43.88
1011	10113711	06/10/16	99460000	SIXT RENT A CAR LLC	100	4600	CITE REFUND OVR PMT	0.00	7.50
1011	10113712	06/10/16	13867	SNAP-ON INDUSTRIAL	100314	8555	MANNY'S BX-HAND TOO	0.00	505.04
1011	10113712	06/10/16	13867	SNAP-ON INDUSTRIAL	100314	8555	GABE'S BOX-HAND TOO	0.00	694.43
1011	10113712	06/10/16	13867	SNAP-ON INDUSTRIAL	100314	8555	PEPE'S BOX-HAND TOO	0.00	293.23
1011	10113712	06/10/16	13867	SNAP-ON INDUSTRIAL	100312	8555	3-8 AIR BLOW GUNS	0.00	56.29
1011	10113712	06/10/16	13867	SNAP-ON INDUSTRIAL	100314	8555	SHOP DRIVER SET	0.00	89.84
1011	10113712	06/10/16	13867	SNAP-ON INDUSTRIAL	100314	8555	RAUL'S BOX HAND TOO	0.00	129.14
TOTAL CHECK									
1011	10113714	06/10/16	11558	SOUTHWEST TROPHY &	100110	8560	KEY TO CITY - CASS	0.00	167.40
1011	10113715	06/10/16	17119	STAPLES ADVANTAGE (100251	8560	OFFICE SUPPLIES	0.00	94.79
1011	10113718	06/10/16	16077	THOMAS INDUSTRIAL W	100251	8250	36/37 WSHR TNK RNTL	0.00	70.00
1011	10113719	06/10/16	11640	TIME WARNER CABLE	100145	8320	HRTLND INTRNT	0.00	234.60
1011	10113719	06/10/16	11640	TIME WARNER CABLE	100145	8320	PUBLIC WIFI INTRNT-	0.00	349.00
1011	10113719	06/10/16	11640	TIME WARNER CABLE	100145	8320	LFGRD INTRNT	0.00	400.00
1011	10113719	06/10/16	11640	TIME WARNER CABLE	100145	8320	HQ-CAYS INTRNT	0.00	486.87
1011	10113719	06/10/16	11640	TIME WARNER CABLE	100145	8320	GOLF INTRNT	0.00	486.87
1011	10113719	06/10/16	11640	TIME WARNER CABLE	100145	8320	CNNCTVTV LOCAL LOOP	0.00	2,200.00
TOTAL CHECK									
1011	10113721	06/10/16	17040	TRANSUNION RISK & A	100211	8320	MAY 2016	0.00	25.00
1011	10113722	06/10/16	17246	TRIPLEPI, SMITH & AS	100145	8030	SOCIAL MEDIA CONSUL	0.00	4,966.25
1011	10113723	06/10/16	13078	URBAN CORPS OF SAN	100313	8030	CAYS MEDIAN LANSCAP	0.00	58,824.46

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100370	8560	AERIAL PICS/FRAMING	0.00	1,410.79
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100115	8415	TOLL-CCAC CONF-CC	0.00	14.96
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100110	8560	FLOWERS-DOUG ST DEN	0.00	111.00
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100115	8415	LODGING-CCAC CONF-C	0.00	612.66
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100550	8505	GEN INT BOOKS	0.00	19.89
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100550	8400	PITNEY BOWES RENTAL	0.00	37.68
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100550	8560	NAME BADGES	0.00	47.03
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100550	8415	LIBRARY WEBINAR	0.00	129.00
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	100550	8400	PITNEY BOWES REFILL	0.00	500.00
	TOTAL CHECK							0.00	2,883.01
1011	10113725	06/10/16	17180	VERIZON WIRELESS	100251	8030	HCFA MODEM'S 2016-5	0.00	495.28
1011	10113726	06/10/16	12703POL	VERIZON WIRELESS	100211	8320	CELL PH APR-MAY 201	0.00	1,798.32
1011	10113727	06/10/16	17254	VICTORIA FREEMAN	100110	8390	AOH PHOTOGRAPHER	0.00	175.00
1011	10113728	06/10/16	13279	WITTMAN ENTERPRISES	100251	8030	2016-5 AMBULANCE BI	0.00	2,222.00
	TOTAL CASH ACCOUNT							0.00	301,428.86
	TOTAL FUND							0.00	301,428.86

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FUND - 102 - PAYROLL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1012	10113616	06/07/16	11999 CALPERS LONG-TERM C 102		2027	DED:6650 PERS-LONG	0.00	443.30
1012	10113617	06/07/16	16884 THOMAS H BILLINGSLE 102		2028	DED:1202 WAGE ASSGN	0.00	189.22
TOTAL CASH ACCOUNT								632.52
TOTAL FUND								632.52

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FUND - 106 - RECREATION SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113522	06/02/16	ADVANCE CHAVEZ, JOSHUA	106512	8565	ADV CAMP STAFF TRAI	0.00	690.00
1011	10113523	06/02/16	ADVANCE CHAVEZ, JOSHUA	106512	8565	ADMS THRILL & CHILL	0.00	385.00
1011	10113526	06/02/16	10753 COMPLETE OFFICE (GR 106515		8565	BINDERS	0.00	145.48
1011	10113526	06/02/16	10753 COMPLETE OFFICE (GR 106515		8565	OFC SUPPLIUES	0.00	940.65
1011	10113526	06/02/16	10753 COMPLETE OFFICE (GR 106512		8560	OFFICE SUPPLIES	0.00	55.05
1011	10113526	06/02/16	10753 COMPLETE OFFICE (GR 106515		8565	SUPPLIES	0.00	5.67
1011	10113526	06/02/16	10753 COMPLETE OFFICE (GR 106511		8560	OFC SUPPLIES	0.00	6.38
1011	10113526	06/02/16	10753 COMPLETE OFFICE (GR 106512		8560	YOUTH REC SUPPLIIBS	0.00	77.72
1011	10113526	06/02/16	10753 COMPLETE OFFICE (GR 106511		8561	COPY PAPER	0.00	115.44
	TOTAL CHECK						0.00	1,346.39
1011	10113536	06/02/16	12280 DISCOUNT SCHOOL SUP 106		1421	PRE KINDER SUPPLIES	0.00	574.03
1011	10113540	06/02/16	16387 EL TAPATIO RESTAURA 106512		8565	STAFF LUNCHEON	0.00	2,284.20
1011	10113542	06/02/16	99550000 ERENDIRA MORALES 106		2050	CLASS REFUND 5/21/1	0.00	188.00
1011	10113550	06/02/16	16848 HEAD RUSH TECHNOLOG 106515		8030	TRUBLUE RECERT	0.00	273.44
1011	10113551	06/02/16	15658 HIKE BIKE KAYAK 106512		8565	KAYAK & SNORKEL	0.00	450.00
1011	10113553	06/02/16	99550000 JENNIFER BARNHILL 106		2050	CLASS REFUND	0.00	190.00
1011	10113555	06/02/16	99550000 KELLY BARNHILL 106		2050	RENTAL REF 5/26/16	0.00	500.00
1011	10113557	06/02/16	10925 KNORR SYSTEMS INC 106513		8030	SCHEDULED MAINT	0.00	1,369.00
1011	10113560	06/02/16	99550000 LIVING COAST 106512		8565	ADMISSION TICKETS	0.00	99.00
1011	10113565	06/02/16	11101 MORGAN'S MONOGRAMS, 106515		7160	OPERATIONS UNIFORMS	0.00	1,563.83
1011	10113567	06/02/16	13784 NRPA REGISTRATION 106		1421	CONF REG	0.00	544.00
1011	10113568	06/02/16	16662 NUCO2, LLC 106513		8575	POOL CHEMICALS	0.00	254.62
1011	10113568	06/02/16	16662 NUCO2, LLC 106513		8575	POOL CHEMICALS	0.00	642.18
1011	10113568	06/02/16	16662 NUCO2, LLC 106513		8575	POOL CHEMICALS	0.00	671.50
	TOTAL CHECK						0.00	1,568.30
1011	10113578	06/02/16	15136 PSOMAS 106513		8252	POOL LIFT APR	0.00	428.75
1011	10113579	06/02/16	15678 REI 106512		8565	ROCK CLIMB 6/21	0.00	1,080.00
1011	10113581	06/02/16	10664 REUBEN H. FLEET SCI 106		1421	SUMMER ENT SERIES	0.00	325.00
1011	10113582	06/02/16	11370 S&S WORLDWIDE 106		1421	PRE KINDER	0.00	433.53
1011	10113590	06/02/16	16774 SEAWORLD SAN DIEGO 106512		8565	AQUATICA TIX 6/23/1	0.00	438.00
1011	10113592	06/02/16	17255 SERVIC, INC. 106515		8565	OVEN THERMOSTAT	0.00	464.00

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FUND - 106 - RECREATION SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113600	06/02/16	15454	STANLEY ACCESS TECH	106515	8030	TRAVEL LABOR	0.00	182.00
1011	10113600	06/02/16	15454	STANLEY ACCESS TECH	106515	8250	PRO CONTROLLER	0.00	794.86
	TOTAL CHECK							0.00	976.86
1011	10113607	06/02/16	99550000	TYLER BROWN	106512	8565	CAMP THRILL & CHILL	0.00	225.00
1011	10113610	06/02/16	12703REC	VERIZON WIRELESS	106512	8320	NEW PHONE & CELL CH	0.00	284.30
1011	10113610	06/02/16	12703REC	VERIZON WIRELESS	106513	8320	CELL CHGS	0.00	28.67
1011	10113610	06/02/16	12703REC	VERIZON WIRELESS	106515	8320	CELL CHGS	0.00	31.51
	TOTAL CHECK							0.00	344.48
1011	10113620	06/10/16	10068	AGRICULTURAL PEST C	106515	8030	RAT/MICE CONTROL--RE	0.00	60.00
1011	10113620	06/10/16	10068	AGRICULTURAL PEST C	106512	8030	YOUTH REC MAINT	0.00	30.00
	TOTAL CHECK							0.00	90.00
1011	10113621	06/10/16	99550000	AMANDA VERISSIMO	106	2050	RENTAL REF 6/2/16	0.00	400.00
1011	10113627	06/10/16	15595	AT&T CALNET 2	106512	8320	522-0731	0.00	58.26
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	106511	8320	TELEPHONE EXP - REC	0.00	278.83
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	106514	8320	TENNIS-BAN-93910336	0.00	134.64
	TOTAL CHECK							0.00	413.47
1011	10113629	06/10/16	13646	AT&T/MCI (ADMIN SRV)	106511	8320	800 MHZ T1 LINE 2.5	0.00	6.83
1011	10113640	06/10/16	ADVANCE	CHAVEZ, JOSHUA	106	1421	CAMP THRILL JULY	0.00	870.00
1011	10113663	06/10/16	16825	HEARTZART	106512	8067	MINI H2A CLASS	0.00	300.00
1011	10113663	06/10/16	16825	HEARTZART	106512	8067	MINI WORKSHOP	0.00	300.00
1011	10113663	06/10/16	16825	HEARTZART	106512	8067	TEAM H2A CLASS	0.00	300.00
1011	10113663	06/10/16	16825	HEARTZART	106512	8067	TEAM WORKSHOP	0.00	300.00
	TOTAL CHECK							0.00	1,200.00
1011	10113664	06/10/16	15658	HIKE BIKE KAYAK	106	1421	KAYAK & SNORKEL TRI	0.00	1,350.00
1011	10113666	06/10/16	10798	HOME DEPOT CRC-(REC	106512	8570	CAMP C SUPPLIES	0.00	235.52
1011	10113666	06/10/16	10798	HOME DEPOT CRC-(REC	106515	8565	OPERATIONS SUPPLIES	0.00	259.12
1011	10113666	06/10/16	10798	HOME DEPOT CRC-(REC	106514	8254	TENNIS SUPPLIES	0.00	615.41
1011	10113666	06/10/16	10798	HOME DEPOT CRC-(REC	106515	8565	OPERATIONS SUPPLIES	0.00	22.17
1011	10113666	06/10/16	10798	HOME DEPOT CRC-(REC	106512	8565	PROGRAM SUPPLIES	0.00	24.73
1011	10113666	06/10/16	10798	HOME DEPOT CRC-(REC	106512	8565	CAMP SUPPLIES & TOO	0.00	76.65
1011	10113666	06/10/16	10798	HOME DEPOT CRC-(REC	106512	8254	CAMPS	0.00	78.94
1011	10113666	06/10/16	10798	HOME DEPOT CRC-(REC	106512	8560	CAMP C SUPPLIES	0.00	84.64
	TOTAL CHECK							0.00	1,397.18
1011	10113672	06/10/16	99550000	LAURA MCNEAL	106	2050	RENTAL REF 6/2/16	0.00	200.00
1011	10113676	06/10/16	16661	MARK S. FERNANDO	106512	8565	SPORTS CAMP 6/27	0.00	800.00
1011	10113677	06/10/16	16661	MARK S. FERNANDO	106	1421	SPORTS CAMP JULY	0.00	1,600.00
1011	10113687	06/10/16	99550000	PATRICIA COWETT	106	2050	STORAGE RENTAL REF	0.00	250.00

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FUND - 106 - RECREATION SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113707	06/10/16	11428	SDG&E- (REC ACCT)	106515	8236	COMM CTR GAS	0.00	970.79
1011	10113707	06/10/16	11428	SDG&E- (REC ACCT)	106515	8235	COMM CTR ELECTRIC	0.00	9,898.76
1011	10113707	06/10/16	11428	SDG&E- (REC ACCT)	106514	8235	1014 6TH ST	0.00	72.46
1011	10113707	06/10/16	11428	SDG&E- (REC ACCT)	106515	8235	COTTAGE & BOAT RAMP	0.00	80.92
TOTAL CHECK								0.00	11,022.93
1011	10113717	06/10/16	15742	SWANK MOTION PICTUR	106	1421	FILM LICENSING SUMM	0.00	1,734.00
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	106512	8415	LEARNING RESOURCE	0.00	16.76
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	106514	8565	TROPHIES MUNNING	0.00	20.90
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	106515	8565	PROJECTOR REMOTE	0.00	41.60
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	106514	8565	TROPHIES MUNNING	0.00	149.80
TOTAL CHECK								0.00	229.06
TOTAL CASH ACCOUNT								0.00	38,362.54
TOTAL FUND								0.00	38,362.54

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FUND - 108 - COMMUNITY DEVELOPMENT									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCT	----	DESCRIPTION----	SALES TAX	AMOUNT
1011	10113513	06/02/16	10068 AGRICULTURAL PEST C	108412	8030		PEST CNTRL-HOUTH	0.00	27.00
1011	10113513	06/02/16	10068 AGRICULTURAL PEST C	108411	8030		PEST CNTRL-HOUTH	0.00	28.00
	TOTAL CHECK							0.00	55.00
1011	10113538	06/02/16	10598 EAGLE NEWSPAPER LLC	108411	8560		LEGAL AD 4135	0.00	45.00
1011	10113538	06/02/16	10598 EAGLE NEWSPAPER LLC	108411	8560		LEGAL AD 4203	0.00	60.00
1011	10113538	06/02/16	10598 EAGLE NEWSPAPER LLC	108411	8560		LEGAL AD 4271 4277	0.00	95.00
	TOTAL CHECK							0.00	200.00
1011	10113543	06/02/16	10630 ESGIL CORPORATION	108412	8065		PLAN CK MAR 2016	0.00	40,884.57
1011	10113563	06/02/16	11048 MCDUGAL,LOVE,ECKIS	108411	8046		90081-PLNG COMM	0.00	49.50
1011	10113569	06/02/16	15137 OFFICE DEPOT (ACCT	108411	8560		OFFICE SUPPLIES	0.00	74.65
1011	10113569	06/02/16	15137 OFFICE DEPOT (ACCT	108412	8560		OFFICE SUPPLIES	0.00	24.65
1011	10113569	06/02/16	15137 OFFICE DEPOT (ACCT	108411	8560		OFFICE SUPPLIES	0.00	33.97
1011	10113569	06/02/16	15137 OFFICE DEPOT (ACCT	108412	8560		OFFICE SUPPLIES	0.00	49.77
	TOTAL CHECK							0.00	183.04
1011	10113571	06/02/16	16999 OFFICE TEAM	108411	8060		TEMP - WMS	0.00	196.00
1011	10113571	06/02/16	16999 OFFICE TEAM	108411	8060		TEMP - COHEN	0.00	196.00
1011	10113571	06/02/16	16999 OFFICE TEAM	108411	8060		TEMP - ARMS	0.00	784.00
1011	10113571	06/02/16	16999 OFFICE TEAM	108411	8060		TEMP - WMS	0.00	784.00
1011	10113571	06/02/16	16999 OFFICE TEAM	108411	8060		TEMP - ARMS	0.00	980.00
	TOTAL CHECK							0.00	2,940.00
1011	10113575	06/02/16	99410000 PIERRO CONSTRUCTION	108	4310		REF MPE 1602-044	0.00	148.00
1011	10113609	06/02/16	12703WW VERIZON WIRELESS	108412	8320		CELL PH CHRGS-CD BL	0.00	168.58
1011	10113609	06/02/16	12703WW VERIZON WIRELESS	108411	8320		CELL PH CHRGS-CD PL	0.00	30.40
	TOTAL CHECK							0.00	198.98
1011	10113671	06/10/16	16414 LAROC ENVIRONMENTAL	108412	8060		COUNTER HELP MCCART	0.00	2,053.50
1011	10113682	06/10/16	99410000 MS. MARTHA JORDAN	108	5400		REFUND OF APPEAL FE	0.00	525.00
1011	10113724	06/10/16	14225 US BANK (IMPAC GOV	108411	8415		SB743 LUNCHEON HURS	0.00	75.00
	TOTAL CASH ACCOUNT							0.00	47,312.59
	TOTAL FUND							0.00	47,312.59

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FUND - 110 - INSURANCE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	----	DESCRIPTION	----	SALES TAX	AMOUNT
1011	10113563	06/02/16	11048	MCDUGAL,LOVE,ECKIS	110150	8046		90063-MOSLEY V COR		0.00	2,805.00
1011	10113563	06/02/16	11048	MCDUGAL,LOVE,ECKIS	110150	8046		90061-CLAIM SLATER		0.00	99.00
1011	10113563	06/02/16	11048	MCDUGAL,LOVE,ECKIS	110150	8046		90062-ANDREW V COR		0.00	242.97
	TOTAL CHECK									0.00	3,146.97
1011	10113573	06/02/16	11452	PACIFIC SAFETY CENT	110150	8415		MEMBERSHIP RENEWAL		0.00	220.00
1011	10113665	06/10/16	11926	HOFFMAN SOUTHWEST C	110150	8310		CLAIM# 16-01 (STUDE		0.00	15,300.00
1011	10113668	06/10/16	13932	ISO SERVICES, INC.	110150	8310		MONTHLY MAINT FEE		0.00	40.50
	TOTAL CASH ACCOUNT									0.00	18,707.47
	TOTAL FUND									0.00	18,707.47

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FUND - 130 - SOLID WASTE AND RECYCLING					
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT
1011	10113577	06/02/16	11272 POWERSTRIDE BATTERY	130320	8250
				----DESCRIPTION-----	SALES TAX
				16-1 BATTERY	0.00
TOTAL CASH ACCOUNT					176.75
TOTAL FUND					176.75

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
FUND - 135 - VEHICLE AND EQUIP REPLACE								
1011	10113544	06/02/16	ESSC INC.	135330	9080	5345 OUTFIT NARC SA	0.00	1,575.00
1011	10113559	06/02/16	LIFE ASSIST, INC.	135330	9080	5345 OUTFIT EMS EQU	0.00	775.98
1011	10113559	06/02/16	LIFE ASSIST, INC.	135330	9080	5345 OUTFIT EMS EQU	0.00	1,616.76
1011	10113559	06/02/16	LIFE ASSIST, INC.	135330	9080	5345 OUTFIT EMS EQU	0.00	2,230.52
TOTAL CHECK								
1011	10113618	06/10/16	ABACOR, INC.	135330	9080	OUTFITTING FOR NEW	778.01	9,931.01
TOTAL CASH ACCOUNT								
							778.01	16,129.27
TOTAL FUND								
							778.01	16,129.27

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FUND - 151 - CULTURAL ARTS COMMISSION									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113630	06/10/16	17228	BARBRA DRIZIN	151551	8390	SOCIAL MEDIA CONTRA	0.00	500.00
1011	10113630	06/10/16	17228	BARBRA DRIZIN	151551	8390	SOCIAL MEDIA CONTRA	0.00	505.00
	TOTAL CHECK							0.00	1,005.00
1011	10113631	06/10/16	17262	BRYANNA FBYONIC	151551	8570	MDD PROGRAM	0.00	187.50
1011	10113669	06/10/16	17169	J.E.S. ENGRAVING CO	151551	8390	COMMISSION NAME PLA	0.00	15.12
1011	10113716	06/10/16	17263	STREET DECOR, INC.	151551	8390	ORANGE AVE BANNERS	0.00	35.66
1011	10113716	06/10/16	17263	STREET DECOR, INC.	151551	8390	ORANGE AVE BANNERS	0.00	4,676.00
	TOTAL CHECK							0.00	4,711.66
1011	10113720	06/10/16	17253	TINA P. CHRISTIANSE	151551	8570	EVENT ART EASELS	0.00	125.00
	TOTAL CASH ACCOUNT							0.00	6,044.28
	TOTAL FUND							0.00	6,044.28

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FUND - 206 - HWY USERS (GAS) TAX II									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCT	----	DESCRIPTION----	SALES TAX	AMOUNT
1011	10113556	06/02/16	10920 KLEINFELDER, INC	206376	9760		BULBOUTS/2ND PRG	0.00	1,136.25
TOTAL CASH ACCOUNT									
TOTAL FUND									

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FUND - 210 - TRANSNET									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113566	06/02/16	13719	NINYO & MOORE, INC	210372	9863	CURB/GUTTER APR	0.00	11,411.75
1011	10113574	06/02/16	16126	PALM ENGINEERING CO	210372	9863	CURB, GUTTER PROG	0.00	49,431.45
TOTAL CASH ACCOUNT									60,843.20
TOTAL FUND									60,843.20

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FUND - 215 - CORONADO BRIDGE TOLLS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	10113698	06/10/16	11414	SAN DIEGO COUNTY RE	215635	9886	I AVE STORM DR FILLI	0.00	50.00
TOTAL CASH ACCOUNT									
TOTAL FUND									

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FUND - 216 - TRANSPORTATION DEV ACT						
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCT	AMOUNT
1011	10113606	06/02/16	16889 TRUTH WINDOW CLEANI	216641	8060	1,475.00
TOTAL CASH ACCOUNT						1,475.00
TOTAL FUND						1,475.00

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SELECTION CRITERIA: transact.check_no between '10113511' and '10113728'
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FUND - 220 - CORONADO TIDELANDS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113620	06/10/16	10068	AGRICULTURAL PEST C	220591	8390	RAT/MICE CONTROL-GL	0.00	225.00
1011	10113637	06/10/16	13175	CALIFORNIA YACHT MA	220591	8030	MGT FEE - MAY '16	0.00	2,350.00
1011	10113637	06/10/16	13175	CALIFORNIA YACHT MA	220591	8030	MGT FEE - APR '16	0.00	2,350.00
	TOTAL CHECK							0.00	4,700.00
1011	10113655	06/10/16	10645	FEDEX	220591	8390	SHIPMENT - LAMATTIN	0.00	103.24
1011	10113702	06/10/16	11425	SDG&E (CITY HALL AC	220591	8235	ELECTRICITY - MAY '	0.00	823.96
1011	10113702	06/10/16	11425	SDG&E (CITY HALL AC	220591	8235	ELECTRICITY - MAY '	0.00	1,711.24
1011	10113702	06/10/16	11425	SDG&E (CITY HALL AC	220591	8235	ELECTRICITY - MAY '	0.00	888.41
1011	10113702	06/10/16	11425	SDG&E (CITY HALL AC	220591	8235	ELECTRICITY - MAY '	0.00	83.57
	TOTAL CHECK							0.00	3,507.18
	TOTAL CASH ACCOUNT							0.00	8,535.42
	TOTAL FUND							0.00	8,535.42

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FUND - 230 - EQUITABLE SHARING-DEA

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113586	06/02/16	11441	SAN DIEGO MIRAMAR C 230221	8415		CANET-REG OFF TRAIN	0.00	23.00
1011	10113586	06/02/16	11441	SAN DIEGO MIRAMAR C 230221	8415		CRAIG-REG OFF TRAIN	0.00	23.00
1011	10113586	06/02/16	11441	SAN DIEGO MIRAMAR C 230221	8415		HIMA-REG OFF TRAIN	0.00	23.00
1011	10113586	06/02/16	11441	SAN DIEGO MIRAMAR C 230221	8415		SHANKD-REG OFF TRAI	0.00	23.00
TOTAL CHECK								0.00	92.00
1011	10113644	06/10/16	16292	COMPUTER COLLISION 230221	8415		MAPPING CLASS	0.00	1,600.00
1011	10113701	06/10/16	11441	SAN DIEGO MIRAMAR C 230221	8415		TUITION ROT-GOOD	0.00	23.00
1011	10113701	06/10/16	11441	SAN DIEGO MIRAMAR C 230221	8415		TUITION ROT-HARRIS	0.00	23.00
1011	10113701	06/10/16	11441	SAN DIEGO MIRAMAR C 230221	8415		TUITION ROT-OMALLE	0.00	23.00
TOTAL CHECK								0.00	69.00
TOTAL CASH ACCOUNT								0.00	1,761.00
TOTAL FUND								0.00	1,761.00

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FUND - 250 - CITIZENS GIFTS TO LIBRARY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	----	DESCRIPTION----	SALES TAX	AMOUNT
1011	10113625	06/10/16	17065 AMAZON.COM	250556	8505		GEN INT BOOKS	0.00	77.76
TOTAL CASH ACCOUNT									
TOTAL FUND									

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FUND - 251 - LIBRARY AUDIO VISUAL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	TEEN DVD'S	0.00	105.45
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	116.62
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	25.79
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	180.81
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	181.04
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	185.22
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	241.92
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	163.65
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	18.67
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	16.19
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	16.19
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	24.83
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	19.43
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	21.59
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	21.59
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	53.88
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	53.88
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	54.33
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	53.58
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	TEEN DVD'S	0.00	60.45
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	62.61
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	48.57
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	31.09
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	36.70
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-21.62
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-19.50
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-16.20
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-14.49
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-10.25
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-6.48
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-3.94
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-2.16
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-2.16
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-0.31
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-0.06
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	CREDIT	0.00	-0.03
1011	10113625	06/10/16	17065	AMAZON.COM	251553	8505	GEN INT DVD'S	0.00	10.79
TOTAL CHECK								0.00	1,871.42
TOTAL CASH ACCOUNT								0.00	1,871.42
TOTAL FUND								0.00	1,871.42

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FUND - 260 - COMM DEV BLOCK GRANT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT	
1011	10113696	06/10/16	15136 PSOMAS	260420	9877	ADA RAMP FINAL	0.00	1,000.00	
TOTAL CASH ACCOUNT								0.00	1,000.00
TOTAL FUND								0.00	1,000.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	DESCRIPTION	SALES TAX	AMOUNT
FUND - 400 - GENERAL CAPITAL PROJECTS								
1011	10113572	06/02/16	17064 OPCONNECT	400710	8460	EV CHARGING STATION	0.00	10,849.00
1011	10113587	06/02/16	11468 SCHMIDT DESIGN GROU	400710	9837	CAYS ENTRANCE APR	0.00	510.00
1011	10113587	06/02/16	11468 SCHMIDT DESIGN GROU	400710	9832	SILVR STRN FENCE AP	0.00	1,535.08
	TOTAL CHECK						0.00	2,045.08
1011	10113601	06/02/16	17236 STANTEC CONSULTING	400710	9898	CAYS STREET LIGHT M	0.00	1,376.50
1011	10113642	06/10/16	12590 CITY OF CORONADO	400710	9837	CAYS ENTRANCE PERMI	0.00	195.50
1011	10113713	06/10/16	17191 SOUTHWEST MOBILE ST	400710	9821	SR. CTR PROG	0.00	60.59
	TOTAL CASH ACCOUNT						0.00	14,526.67
	TOTAL FUND						0.00	14,526.67

SELECTION CRITERIA: transact.check_no between '10113511' and '10113728'
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FUND - 510 - WASTEWATER UTILITY									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1011	10113545	06/02/16	12208	FERGUSON ENTERPRISE	510010	8252	CAYS MAIN PUMP STN	0.00	242.01
1011	10113545	06/02/16	12208	FERGUSON ENTERPRISE	510010	8252	14TEE PUMP STATION	0.00	378.64
1011	10113545	06/02/16	12208	FERGUSON ENTERPRISE	510010	8252	CAYS MAIN PUMP STN	0.00	625.86
1011	10113545	06/02/16	12208	FERGUSON ENTERPRISE	510010	8252	14TEE PUMP STATION	0.00	955.79
	TOTAL CHECK							0.00	2,202.30
1011	10113547	06/02/16	12520	GRAINGER	510010	8252	GC CLUB HOUSE	0.00	1,068.64
1011	10113580	06/02/16	11336	RELIABLE PIPE SUPPL	510010	8252	LGSB PUMP STATION	0.00	239.47
1011	10113598	06/02/16	13048	SOUTHLAND PAVING, I	510010	8252	MAN HOLE REPAIRS	0.00	1,212.00
1011	10113609	06/02/16	12703WW	VERIZON WIRELESS	510781	8320	CELL PH CHRGS-ENG	0.00	39.56
1011	10113636	06/10/16	10306	CAL-AM WATER (PUBLI	510010	8237	1201 1/2 FIRST ST	0.00	564.60
1011	10113636	06/10/16	10306	CAL-AM WATER (PUBLI	510010	8237	780 CORONADO AVE	0.00	140.76
1011	10113636	06/10/16	10306	CAL-AM WATER (PUBLI	510010	8237	100 CORO CAYS	0.00	8.79
	TOTAL CHECK							0.00	714.15
1011	10113650	06/10/16	12619	DUNN-EDWARDS CORP	510010	8252	BAHAMA PUMP STATION	0.00	143.41
1011	10113657	06/10/16	12208	FERGUSON ENTERPRISE	510010	9055	SHOP PLUGS	0.00	142.22
1011	10113657	06/10/16	12208	FERGUSON ENTERPRISE	510010	8252	GASKETS-STATIONS	0.00	296.16
1011	10113657	06/10/16	12208	FERGUSON ENTERPRISE	510010	9560	STATIONS	0.00	25.20
	TOTAL CHECK							0.00	463.58
1011	10113673	06/10/16	12017	LAWSON PRODUCTS INC	510010	9055	STATIONS	0.00	495.62
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	4/13-5/12/16 ELEC	0.00	818.26
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	100 CORONADO	0.00	791.34
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	50 AVENIDA	0.00	146.98
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	307 OCRAN	0.00	47.49
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	299 1ST ST	0.00	11.16
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	1111 GLORIETTA	0.00	12.82
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	1111 GLORIETTA	0.00	13.46
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	1141 F AVE	0.00	7.05
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	1128 G AVE	0.00	7.19
1011	10113706	06/10/16	11430A	SDG&E (PUBLIC SERVI	510010	8235	1800 AVENIDA	0.00	7.77
	TOTAL CHECK							0.00	1,863.52
	TOTAL CASH ACCOUNT							0.00	8,442.25
	TOTAL FUND							0.00	8,442.25

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FUND - 520 - GOLF COURSE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	----	DESCRIPTION	----	SALES TAX	AMOUNT
1011	10113514	06/02/16	10146	ASBURY ENVIRONMENTA	520020	8530		LUBRICANTS		0.00	120.00
1011	10113517	06/02/16	14625	BUSINESS PRODUCTS E	520020	8560		OFFICE SUPPLIES		0.00	10.37
1011	10113517	06/02/16	14625	BUSINESS PRODUCTS E	520020	8560		OFFICE SUPPLIES		0.00	89.29
TOTAL CHECK										0.00	99.66
1011	10113518	06/02/16	10307	CAL-AM WATER (GOLF	520020	8237		6APR-5MAY16		0.00	34.58
1011	10113518	06/02/16	10307	CAL-AM WATER (GOLF	520020	8237		6APR-5MAY16		0.00	57.16
1011	10113518	06/02/16	10307	CAL-AM WATER (GOLF	520020	8237		6MAY-7JUN16		0.00	57.31
1011	10113518	06/02/16	10307	CAL-AM WATER (GOLF	520020	8237		6APR-5MAY16		0.00	567.47
1011	10113518	06/02/16	10307	CAL-AM WATER (GOLF	520020	8237		6APR-5MAY16		0.00	11,736.05
1011	10113518	06/02/16	10307	CAL-AM WATER (GOLF	520020	8237		6APR-5MAY16		0.00	15,815.68
1011	10113518	06/02/16	10307	CAL-AM WATER (GOLF	520020	8237		6APR-5MAY16		0.00	17,221.80
1011	10113518	06/02/16	10307	CAL-AM WATER (GOLF	520020	8237		6APR-5MAY16		0.00	32,862.63
TOTAL CHECK										0.00	78,352.68
1011	10113524	06/02/16	15305	CINTAS CORPORATION	520020	8385		TWL SVC		0.00	53.79
1011	10113524	06/02/16	15305	CINTAS CORPORATION	520020	8385		TWL SVC		0.00	53.79
1011	10113524	06/02/16	15305	CINTAS CORPORATION	520020	7161		UNIFORM SVC		0.00	156.76
1011	10113524	06/02/16	15305	CINTAS CORPORATION	520020	7161		UNIFORM SVC		0.00	156.76
TOTAL CHECK										0.00	421.10
1011	10113537	06/02/16	17127	EAGLE CONSTRUCTION	520020	9080		EQPMT REPLACMT		0.00	2,352.00
1011	10113546	06/02/16	BOOTS	FOSTER, EDWARD	520020	7160		BOOT REIMB-FOSTER		0.00	162.74
1011	10113548	06/02/16	17215	GREAT WESTERN TIRE	520020	8525		EQPMT PRTS		0.00	94.01
1011	10113562	06/02/16	13143	MASON'S SAW & LAWNM	520020	8525		EQPMT PRTS		0.00	108.47
1011	10113589	06/02/16	11432	SDG&E- (GOLF ACCT)	520020	8236		14APR-13MAY16		0.00	106.06
1011	10113594	06/02/16	17251	SITEONE LANDSCAPE S	520020	8253		IRRIGATION		0.00	101.73
1011	10113594	06/02/16	17251	SITEONE LANDSCAPE S	520020	8253		IRRIGATION		0.00	107.79
1011	10113594	06/02/16	17251	SITEONE LANDSCAPE S	520020	8253		IRRIGATION		0.00	311.63
TOTAL CHECK										0.00	521.15
1011	10113595	06/02/16	11539	THE SOCO GROUP, INC	520020	8530		FUEL		0.00	645.34
1011	10113604	06/02/16	11626	TARGET SPECIALTY PR	520020	8535		PESTICIDES		0.00	9.48
1011	10113604	06/02/16	11626	TARGET SPECIALTY PR	520020	8535		FERTILIZER		0.00	1,345.12
TOTAL CHECK										0.00	1,354.60
1011	10113609	06/02/16	12703WW	VERIZON WIRELESS	520020	8320		CELL PH CHRGS-GOLF		0.00	125.46
1011	10113613	06/02/16	15163	WEST COAST NETTING,	520020	9080		EQPMT IMPROVMT		0.00	22,580.00
1011	10113628	06/10/16	11209	AT&T/MCI (CITY MGR)	520020	8320		TELEPHONE EXP - GOL		0.00	22.02
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	520020	8415		MEMBERSHIP MILLER		0.00	375.00
1011	10113724	06/10/16	14225	US BANK (IMPAC GOV	520020	9075		TREES FITZGERALD		0.00	6,649.57
TOTAL CHECK										0.00	7,024.57

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SELECTION CRITERIA: transact.check_no between '10113511' and '10113728'
ACCOUNTING PERIOD: 12/16

FUND - 520 - GOLF COURSE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
								0.00	114,089.86
								0.00	114,089.86

TOTAL CASH ACCOUNT

TOTAL FUND

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SELECTION CRITERIA: transact.check_no between '10113511' and '10113728'
ACCOUNTING PERIOD: 12/16

FUND - 530 - STORM DRAINAGE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	10113636	06/10/16	10306 CAL-AM WATER (PUBLI	530030	8237	780 CORONADO AVE	0.00	140.76
1011	10113706	06/10/16	11430A SDG&E (PUBLIC SERVI	530030	8235	4/13-5/12/16 ELEC	0.00	129.21
TOTAL CASH ACCOUNT							0.00	269.97
TOTAL FUND							0.00	269.97

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SELECTION CRITERIA: transact.check_no between '10113511' and '10113728'
ACCOUNTING PERIOD: 12/16

FUND - 726 - PAULINE FRIEDMAN BEQUEST									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	10113625	06/10/16	17065	AMAZON.COM	726565	8505	GEN INT BOOKS	0.00	32.18
1011	10113625	06/10/16	17065	AMAZON.COM	726565	8505	GEN INT BOOKS	0.00	64.76
1011	10113625	06/10/16	17065	AMAZON.COM	726565	8505	GEN INT BOOKS	0.00	23.75
1011	10113625	06/10/16	17065	AMAZON.COM	726565	8505	GEN INT BOOKS	0.00	72.71
1011	10113625	06/10/16	17065	AMAZON.COM	726565	8505	GEN INT BOOKS	0.00	14.23
1011	10113625	06/10/16	17065	AMAZON.COM	726565	8505	GEN INT BOOKS	0.00	12.81
TOTAL CHECK									
TOTAL CASH ACCOUNT									
TOTAL FUND									

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SELECTION CRITERIA: transact.check_no between '10113511' and '10113728'
 ACCOUNTING PERIOD: 12/16

FUND - 780 - REFUNDABLE DEPOSITS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION----	SALES TAX	AMOUNT
1011	10113561	06/02/16	99460000 MARTIN, DEBORAH JOY	780	2441	CLAIMED 2015-2734	0.00	90.00
1011	10113602	06/02/16	99460000 STOLL, NIKKI	780	2441	CLAIMED 2015-2808	0.00	5.55
TOTAL CASH ACCOUNT								
TOTAL FUND								
TOTAL REPORT								
							778.01	643,189.07

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
 ACCOUNTING PERIOD: 12/16

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	----	DESCRIPTION----	SALES TAX	AMOUNT
1011	V4008319	06/02/16	10050	ACE UNIFORMS & ACCE	100212	8560		NEW EE SNODGRASS	0.00	51.82
1011	V4008320	06/02/16	11393	CITY OF SAN DIEGO (100	5722		Q1-Q3 FY 16 SUBVN	0.00	943.07
1011	V4008321	06/02/16	14354	COFFEE AMBASSADOR,	100211	8030		COFFEE SVC	0.00	40.10
1011	V4008321	06/02/16	14354	COFFEE AMBASSADOR,	100211	8030		COFFEE SVC	0.00	693.66
	TOTAL CHECK								0.00	733.76
1011	V4008326	06/02/16	13752	PARTNERSHIPS WITH I	100313	8030		PWI 5/15/16	0.00	1,247.37
1011	V4008326	06/02/16	13752	PARTNERSHIPS WITH I	100313	8030		PWI 5/15/16	0.00	1,304.86
1011	V4008326	06/02/16	13752	PARTNERSHIPS WITH I	100313	8030		PWI 5/15/16	0.00	1,443.83
	TOTAL CHECK								0.00	3,996.06
1011	V4008327	06/02/16	14462	PFM ASSET MANAGEMEN	100	4710		APR 16 INVSTMNT FEE	0.00	4,293.22
1011	V4008328	06/02/16	12791	RBF CONSULTING, INC	100370	8030		4TH/ALAMEDA MARCH	0.00	3,100.00
1011	V4008329	06/02/16	11962	RDO EQUIPMENT CO, I	100313	9030		TREE STMP GRNDR TRA	0.00	3,529.70
1011	V4008342	06/10/16	10231	BRADFIELD, ALLISON	100115	8030		CC MTG MINS 5/17/16	0.00	320.00
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100314	8250		800 MHZ MAINT-JUN 1	0.00	55.00
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100315	8250		800 MHZ MAINT-JUN 1	0.00	55.00
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100316	8250		800 MHZ MAINT-JUN 1	0.00	55.00
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100311	8250		800 MHZ MAINT-JUN 1	0.00	55.00
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100255	8250		800 MHZ MAINT-JUN 1	0.00	78.10
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100313	8250		800 MHZ MAINT-JUN 1	0.00	110.00
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100255	8250		800 MHZ MAINT-JUN 1	0.00	163.20
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100312	8250		800 MHZ MAINT-JUN 1	0.00	165.00
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100251	8250		800 MHZ MAINT-JUN 1	0.00	1,155.00
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	100211	8250		800 MHZ MAINT-JUN 1	0.00	2,585.00
	TOTAL CHECK								0.00	4,476.30
1011	V4008347	06/10/16	12894	DAY WIRELESS SYSTEM	100211	8030		PORTABLE RADIO JUNE	0.00	449.50
1011	V4008347	06/10/16	12894	DAY WIRELESS SYSTEM	100211	8030		DISPATCH JUNE 2016	0.00	544.00
	TOTAL CHECK								0.00	993.50
1011	V4008348	06/10/16	10558	DION INTERNATIONAL	100211	8030		JUNE 2016 LEASE	0.00	657.97
1011	V4008349	06/10/16	10626	ENTENMANN ROVIN CO	100211	8560		BADGE	0.00	83.66
1011	V4008350	06/10/16	10654	FIRE ETC	100251	8415		ROPE RESCUE EQUIP	0.00	1,654.56
1011	V4008351	06/10/16	15412	INTERSTATE BATTERY	100311	8560		AAA & AA BATTERIES-S	0.00	29.25
1011	V4008352	06/10/16	16785	KANE, BALLMER & BER	100135	8047		SUCCESSOR AGENCY OPE	0.00	720.00
1011	V4008352	06/10/16	16785	KANE, BALLMER & BER	100135	8047		LGL - LTGTN FINANCE	0.00	3,483.07
	TOTAL CHECK								0.00	4,203.07
1011	V4008354	06/10/16	12791	RBF CONSULTING, INC	100370	8030		4TH/ALAMDA TRAF APR	0.00	700.00
1011	V4008355	06/10/16	17177	TONY PERRI	100122	8030		CONSULTING FEE-PERR	0.00	8,475.00

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ACCOUNTING PERIOD: 12/16

FUND - 100 - GENERAL FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	V4008357	06/10/16	13641	WESTAIR GASES & EQU	100314	8530	WELDING GAS	0.00	164.70
TOTAL CASH ACCOUNT									38,405.64
TOTAL FUND									38,405.64

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
 ACCOUNTING PERIOD: 12/16

FUND - 102 - PAYROLL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT
1012	V4008332	06/07/16	11992	AFSCME LOCAL 127	102	2028	DED:5100 AFSCME	0.00	946.83
1012	V4008334	06/07/16	11991	CORONADO FIREFIGHTE	102	2028	DED:5250 CFA	0.00	1,372.00
1012	V4008335	06/07/16	11988	CORONADO POLICE OFF	102	2028	DED:5300 CPOA	0.00	3,358.10
1012	V4008336	06/07/16	12000	EMPLOYEE SUNSHINE F	102	2028	DED:6700 SUNSHINE	0.00	143.00
1012	V4008337	06/07/16	16182	HALL, CARRIE	102	2028	DED:1302 WAGE ASSGN	0.00	331.00
1012	V4008338	06/07/16	11989	ICMA-RC : #300831-4	102	2028	DED:5505 457-ROTH	0.00	254.19
1012	V4008338	06/07/16	11989	ICMA-RC : #300831-4	102	2028	DED:5504 IRA-ROTH	0.00	300.00
1012	V4008338	06/07/16	11989	ICMA-RC : #300831-4	102	2028	DED:5501 457-PRETAX	0.00	2,286.36
1012	V4008338	06/07/16	11989	ICMA-RC : #300831-4	102	2028	DED:5503 457-ROTH	0.00	4,608.23
1012	V4008338	06/07/16	11989	ICMA-RC : #300831-4	102	2028	DED:5500 457-PRETAX	0.00	23,401.47
	TOTAL CHECK							0.00	30,850.25
1012	V4008339	06/07/16	16882	ICMA-RC : RHS #8034	102	2028	DED:2852 RET HEALTH	0.00	255.86
1012	V4008339	06/07/16	16882	ICMA-RC : RHS #8034	102	2028	DED:2853 RET HEALTH	0.00	974.40
	TOTAL CHECK							0.00	1,230.26
1012	V4008340	06/07/16	16305	LISA RENE PRICE	102	2028	DED:1303 WAGE ASSGN	0.00	1,061.53
1012	V4008341	06/07/16	11702	UNITED WAY OF SAN D	102	2028	DED:6900 UNITED WAY	0.00	222.00
	TOTAL CASH ACCOUNT							0.00	39,514.97
	TOTAL FUND							0.00	39,514.97

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
ACCOUNTING PERIOD: 12/16

FUND - 106 - RECREATION SERVICES										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCT	DESCRIPTION	SALES TAX	AMOUNT		
1011	V4008318	06/02/16	10042 ABCANA INDUSTRIES,	106513	8575	POOL CHEMICALS	0.00	214.20		
1011	V4008318	06/02/16	10042 ABCANA INDUSTRIES,	106513	8575	POOL CHEMICALS	0.00	545.37		
	TOTAL CHECK						0.00	759.57		
1011	V4008324	06/02/16	15260 MATCH POINT TENNIS	106514	8030	MAY CONTRACT SVC	0.00	2,848.12		
1011	V4008330	06/02/16	17016 MISSION BAY PERFORM	106516	8067	ADV IN PADDLING	0.00	768.00		
1011	V4008331	06/02/16	11753 WAXIE SANITARY SUPP	106513	8590	JANITORIAL SUPPLIES	0.00	52.36		
1011	V4008331	06/02/16	11753 WAXIE SANITARY SUPP	106513	8590	JANITORIAL SUPPLIES	0.00	319.37		
	TOTAL CHECK						0.00	371.73		
1011	V4008343	06/10/16	14181 CARLOS JANITORIAL S	106515	8205	TENNIS SUPPLIES	0.00	240.00		
1011	V4008343	06/10/16	14181 CARLOS JANITORIAL S	106515	8205	DEEP CLEANING	0.00	1,740.00		
	TOTAL CHECK						0.00	1,980.00		
1011	V4008348	06/10/16	10558 DION INTERNATIONAL	106513	8240	VAN LEASE	0.00	1,362.55		
	TOTAL CASH ACCOUNT						0.00	8,089.97		
	TOTAL FUND						0.00	8,089.97		

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
ACCOUNTING PERIOD: 12/16

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	V4008333	06/07/16	17023	BENEFIT & RISK MANA	112	1420	JUN BENEFITS-BRMS	0.00	43,405.53
TOTAL CASH ACCOUNT								0.00	43,405.53
TOTAL FUND								0.00	43,405.53

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
ACCOUNTING PERIOD: 12/16

FUND - 114 - WORKERS' COMPENSATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	----	DESCRIPTION----	SALES TAX	AMOUNT
1011	V4008356	06/10/16	11653 TRISTAR RISK MANAGE 114		1023		WRKCOMP CLMS PD MAY	0.00	80,154.92
TOTAL CASH ACCOUNT									80,154.92
TOTAL FUND									80,154.92

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
ACCOUNTING PERIOD: 12/16

FUND - 130 - SOLID WASTE AND RECYCLING					
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT
1011	V4008346	06/10/16	12638 COUNTY OF SAN DIEGO	130320	8250
				----DESCRIPTION----	
				800 MHZ MAINT--JUN 1	
				SALES TAX	0.00
				AMOUNT	27.50
TOTAL CASH ACCOUNT					0.00
TOTAL FUND					27.50

SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
 ACCOUNTING PERIOD: 12/16

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	V4008320	06/02/16	11393 CITY OF SAN DIEGO (205		5771	Q1-Q3 FY 16 SUBVNTI	0.00	6,812.49
1011	V4008320	06/02/16	11393 CITY OF SAN DIEGO (205		5781	Q1-Q3 FY 16 SUBVNTI	0.00	12,461.85
TOTAL CHECK								
TOTAL CASH ACCOUNT								
TOTAL FUND								
							0.00	19,274.34
							0.00	19,274.34

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
ACCOUNTING PERIOD: 12/16

FUND - 400 - GENERAL CAPITAL PROJECTS										
CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCNT	----	DESCRIPTION----	SALES TAX	AMOUNT	
1011	V4008322	06/02/16	10698 GAFCON, INC	400710	9821		SENIOR CENTER APR	0.00	2,962.50	
1011	V4008325	06/02/16	16980 NRG BUILDING AND CO	400710	9756		HANDRAIL REPLACMT P	0.00	902.50	
TOTAL CASH ACCOUNT									0.00	3,865.00
TOTAL FUND									0.00	3,865.00

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
 ACCOUNTING PERIOD: 12/16

FUND - 510 - WASTEWATER UTILITY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	----	DESCRIPTION	----	SALES TAX	AMOUNT
1011	V4008323	06/02/16	13490	KIMBALL MIDWEST, IN	510010	9055		WOBBLE ADAPTER SET		0.00	71.27
1011	V4008323	06/02/16	13490	KIMBALL MIDWEST, IN	510010	8560		1STAIDE KITS-PMP ST		0.00	801.62
	TOTAL CHECK									0.00	872.89
1011	V4008346	06/10/16	12638	COUNTY OF SAN DIEGO	510010	8250		800 MHZ MAINT-JUN 1		0.00	165.00
1011	V4008353	06/10/16	13490	KIMBALL MIDWEST, IN	510010	8560		STATIONS		0.00	203.22
1011	V4008353	06/10/16	13490	KIMBALL MIDWEST, IN	510010	8560		PPE		0.00	262.83
1011	V4008353	06/10/16	13490	KIMBALL MIDWEST, IN	510010	8252		STATIONS		0.00	283.56
1011	V4008353	06/10/16	13490	KIMBALL MIDWEST, IN	510010	8560		STATIONS		0.00	328.45
	TOTAL CHECK									0.00	1,078.06
	TOTAL CASH ACCOUNT									0.00	2,115.95
	TOTAL FUND									0.00	2,115.95

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
ACCOUNTING PERIOD: 12/16

FUND - 530 - STORM DRAINAGE

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	BUDGET CHECK	ACCT	----	DESCRIPTION----	SALES TAX	AMOUNT
1011	V4008346	06/10/16	12638 COUNTY OF SAN DIEGO	530030	8250		800 MHZ MAINT-JUN 1	0.00	27.50
TOTAL CASH ACCOUNT									
TOTAL FUND									

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SELECTION CRITERIA: transact.check_no between 'V4008318' and 'V4008357'
ACCOUNTING PERIOD: 12/16

FUND - 740 - CTID									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	BUDGET CHECK	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	V4008344	06/10/16	16463	CORONADO TOURISM IM 740		2052	CTID 1 - APR 16	0.00	51,765.36
1011	V4008345	06/10/16	17134	CORONADO TOURISM IM 740		2054	CTID 2 - APR 16	0.00	51,765.37
TOTAL CASH ACCOUNT									103,530.73
TOTAL FUND									103,530.73
TOTAL REPORT									338,412.05

ACCEPTANCE OF THE STREET, CURB AND GUTTER FY 14/15 PROJECT AND DIRECTION TO THE CITY CLERK TO FILE A NOTICE OF COMPLETION

RECOMMENDATION: Accept the Street, Curb and Gutter FY 14/15 project and direct the City Clerk to file a Notice of Completion.

FISCAL IMPACT: As identified in the Capital Improvement Program (CIP), \$1,025,000 from the TransNet fund was appropriated for the design and construction of the project. The total project cost to date, including design, construction, testing and inspection, and other miscellaneous expenses, is \$443,571 as shown below. The remaining balance will be returned to Fund 400, Capital Projects. The project account number is 210372-9863-15SCG.

Project Budget Analysis		
	Anticipated Budget	Actual Costs
Design, Inspection and Misc. Expenses	\$142,640	\$102,798
Construction Budget	\$308,388	\$308,388
Project Contingency (Change Orders)	\$46,260	\$20,973
Testing/Inspection	\$22,200	\$11,412
Total Project Costs	\$519,488	\$443,571
Remaining Balance		\$581,429

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: As part of the Capital Improvement Program, the City contracts for an annual street improvement project that typically includes repairs to the pavement, curbs, gutters, and cross gutters. The areas included in the project are identified through annual pavement inspections as well as visual inspections of the roadway surfaces by Public Services and Engineering staff. The streets included in the FY 14/15 Street, Curb and Gutter project were Second Street (A Avenue to Glorietta Boulevard and D Avenue to Orange Avenue), Glorietta Place, Encino Row, and Ocean Court.

ANALYSIS: Palm Engineering Construction Company, Inc. was issued the Notice to Proceed on April 11, 2016. The project was completed in accordance with the project plans and specifications on June 1, 2016. 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 property to notify concerned parties that 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.

Submitted by Public Services & Engineering/Odiorne

N:\All Departments\Staff Reports - Drafts\2016 Meetings\06-21 Meeting SR Due June 9\NOC - Street, Curb & Gutter.doc

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

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AWARD OF CONTRACT TO FERREIRA CONSTRUCTION CO., INC. IN THE AMOUNT OF \$226,350 FOR CONSTRUCTION OF THE SILVER STRAND FENCE IMPROVEMENT PROJECT

RECOMMENDATION: Award a contract to Ferreira Construction Co., Inc. for the base bid in the amount of \$226,350 for construction of the Silver Strand Fence Improvement project (Contract No. 16-CO-ES-599).

FISCAL IMPACT: The Silver Strand Fence Improvement project is a cooperative effort with funding from the City, County of San Diego, and an Environmental Partnership (funds collected by the Loews Coronado Bay Resort & Spa and administered by the State for agreed-upon projects). The total appropriation from these agencies is \$150,000. The City of Coronado has appropriated \$330,000 from the General Fund, bringing the total project budget to \$480,000. Therefore, the base bid portion of the project can be constructed within the allocated budget.

It is recommended that the project be funded as follows:

Project Budget	
Design	\$15,265
Contract Award	\$226,350
Project Contingency (12%)	\$27,000
Total Project Budget	\$268,615

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 existing fence along the west side of the Silver Strand Highway from the northern end of the State Beach to the Navy’s boundary line south of the Coronado Cays has deteriorated to a point where it is an eyesore with a number of holes, gaps, and missing sections. There has been much discussion about what can be done to improve this section of fence line. In May 2015, staff met with representatives from the County, State Parks, Coronado Cays Homeowners Association, and Strand Beautification project members. Funding commitments of \$150,000 were made toward the project: \$50,000 from the County of San Diego through County Commissioner Greg Cox and \$100,000 from the Environmental Partnership.

Construction documents were prepared by the Schmidt Design Group. The total length of the fence is approximately two miles. There are two distinct sections of the fence – the southern end, which runs from the Navy’s Coastal Campus boundary (just south of the Coronado Cays) to the entrance to the State Park, a distance of approximately 6,000 feet. This section of fence was designed to replace the existing fence with a six-gauge welded wire fence with openings that are two inches wide by six inches tall to comply with Coastal Commission conditions to reduce the likelihood of predatory birds perching on the new fence. The fence was designed to be six feet tall from finished surface grade and one foot will be buried in the sand to prevent animals from burrowing underneath it. The other section runs from the entrance of the State Park to the

northern end of the trailer/RV park, which is approximately 4,700 feet long. This section of fence was designed to replace the existing with a four-gauge welded wire with openings that are six inches by six inches and six feet high from finished surface grade. Both sections of the fence were designed to be supported by treated lodge pole wood posts.

ANALYSIS: The project was advertised with the southern section of fence (with the two-inch by six-inch openings) as an additive bid item and the basis of the award is on the sum of the base bid and additive item. Bids were opened on June 8, 2016, with the following results:

BIDDER	BASE BID	ADDITIVE BID ITEM	TOTAL
Ferreira Construction Co., Inc.	\$226,344.00	\$294,372.00	\$520,716.00
Fence Corp, Inc.	\$211,769.50	\$378,621.00	\$590,390.50
Red Hawk Services	\$207,625.88	\$586,146.60	\$793,772.48
Herbert, Inc.	\$324,433.00	\$562,770.00	\$887,203.00

The total cost of the base bid and bid additive exceeds the available funds. Staff consulted with State Parks and the County after bids were opened to discuss the budget shortfall. By consensus, it was recommended that the City award the project to Ferreira Construction Company for the base bid (the northern section). There is sufficient funding to award the base bid. It was also recommended that City work with the other stakeholder to seek additional funding and/or investigate design changes that could reduce the cost of the southern section. It should be noted that even though Ferreira Construction Co, Inc. did not have the lowest base bid price, they are still the lowest bidder because the basis of award was specified as the lowest bid for the base bid plus additive bid item.

Construction can commence no sooner than September 1 due to the breeding season. However, the condition of the County money states it can be spent no later than June 30. By awarding the contract, these funds can be encumbered. We hope to resolve the funding shortfall prior to September 1.

Staff reviewed the bid package, insurance, bonding, and references for Ferreira Construction Co., Inc. In accordance with the Standard Specifications for Public Works Construction, Ferreira Construction Co., 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, Ferreira Construction Co., Inc.

ALTERNATIVES: (1) The Council may elect to award the project with the additive bid; however, additional appropriation would be required item; or (2) reject all bids.

Submitted by Public Services & Engineering/Odiorne

N:\All Departments\Staff Reports - Drafts\2016 Meetings\06-21 Meeting SR Due June 9\FINAL Silver Strand Fence Contract Award.doc

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

AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH COMFORTS OF HOME SERVICES, INC., FOR AN AMOUNT NOT TO EXCEED \$109,100 FOR TWO PORTABLE RESTROOM TRAILERS

RECOMMENDATION: Authorize the City Manager to execute the purchase agreement for an amount not to exceed \$109,100 for the purchase of two portable restroom trailers which were approved for purchase in the FY 2015-16 mid-year budget adjustment for the Vehicle and Equipment Replacement (VER) Fund 135.

FISCAL IMPACT: The purchase of these two portable restroom trailers was approved during the mid-year budget adjustments for the FY 2015-16 VER fund. The table below compares the amount budgeted (90,000) with the total estimated cost (\$109,100). Although the total estimated cost is \$19,100 more than the budgeted amount, there are sufficient savings in the VER fund from delayed purchases of other vehicles and equipment to cover the additional amount.

Vehicle and Equipment Replacement (VER) Fund 135	
Portable Restroom Trailer Project	
Lowest Bid	\$ 95,100
Project Contingency (15%)	\$ 14,000
Total Estimated Cost	\$ 109,100
FY16 Mid-Year Budget	\$ 90,000
VER Fund savings	\$ 19,100

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: Coronado Municipal Code Chapter 8.07.101, “Bid Procedures in Public Works Contracts,” requires that the notice inviting bids for public works projects shall be published at least once and no fewer than ten days before the bid opening date. Notices were published on the City of Coronado’s website on April 18, 2016 as well as in the *Coronado Eagle & Journal* on April 27, 2016.

BACKGROUND: On February 16, 2016, as part of mid-year budget adjustments, the City Council authorized the purchase and outfitting of two portable restroom trailers. These trailers are inherent to the design of the Spreckels Park Restroom Replacement Project and will provide a cleaner, more aesthetically pleasing, low/no-odor option to the rented, portable restrooms that have previously been used to support large public events. The proposed facilities are not identical in design (Attachment A). Trailer 1 includes three family-style restrooms, one of which will be Americans with Disability Act (ADA)-compliant. Trailer 2 includes two separate sections: one for men and one for women. Both sections will provide traditional-style restrooms.

ANALYSIS: A Request for Bids (RFB) was advertised on April 19, 2016. The bids were opened on May 19, 2016, with the following results:

Bidder	Bid Amount
Comforts of Home Services, Inc.	\$ 95,100
AMS Global, Inc.	\$ 115,900

Staff reviewed the bid packages submitted by Comforts of Home Services, Inc. and AMS Global, Inc. Public contracting law and the Standard Specifications for Public Works Construction, require the City to award the contract to the lowest responsive bidder, in this case, Comforts of Home Services, Inc.

ALTERNATIVE: The Council may elect to reject this bid and not award the contract based on the results of this RFB process.

Submitted by Public Services & Engineering/Maurer
Attachment A: Portable Restroom Trailer Photos

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

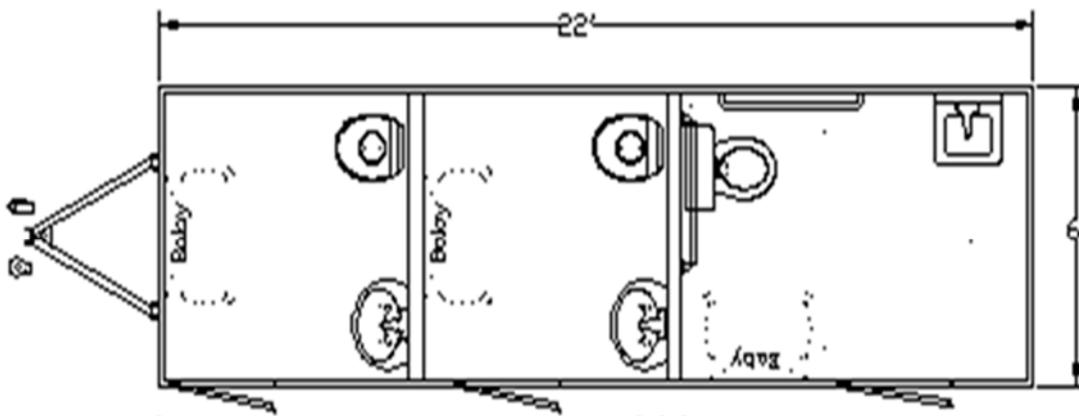
ATTACHMENT A

PORTABLE RESTROOM TRAILER 1 includes three family-style restrooms, with one being Americans with Disability Act (ADA) compliant.

EXTERIOR



FLOORPLAN

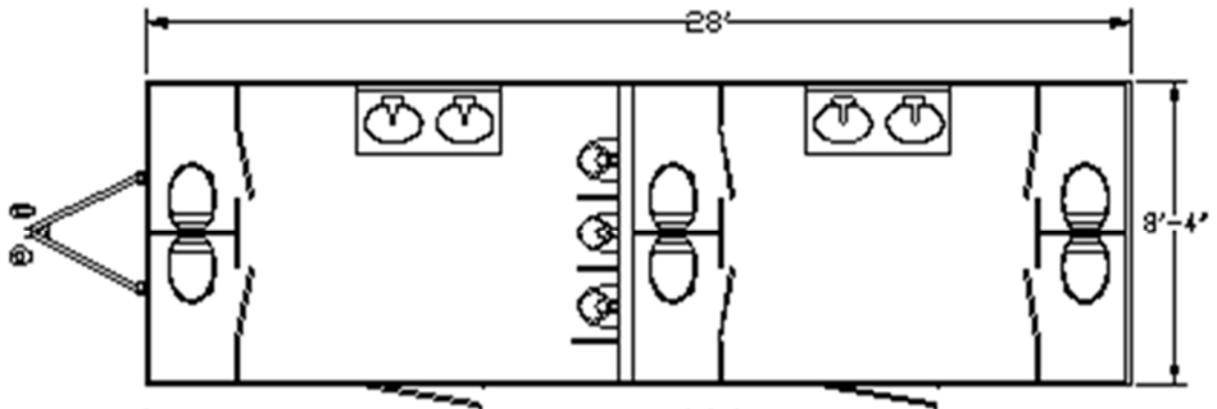


PORTABLE RESTROOM TRAILER 2 includes two separate sections: one for men and one for women. Each section includes traditional-style restrooms.

EXTERIOR



FLOORPLAN



ADOPTION OF A RESOLUTION DECLARING AN EMERGENCY AND AUTHORIZING THE CITY MANAGER TO APPROVE AN EMERGENCY CONTRACT WITH SAN DIEGO CONSTRUCTION COMPANY FOR AN AMOUNT NOT TO EXCEED \$40,800 TO REPAIR WATER DAMAGED AREAS WITHIN THE GOLF COURSE CLUB HOUSE

RECOMMENDATION: Approve “A Resolution of the City Council of the City of Coronado Declaring an Emergency to Allow the City Manager to Enter Into an Agreement for Repairs Without Giving Notice for Bids” and authorize the City Manager to execute a contract between the City of Coronado and San Diego Construction Company in an amount not to exceed \$40,800 for the emergency repair of water damage to the walls and floors within the Golf Course Clubhouse.

FISCAL IMPACT: Contract costs for this repair work, to include measures to prevent or mitigate future damage, will be charged to the Golf Enterprise Fund Account in an amount not to exceed \$40,800.

CEQA: The project is categorically exempt from the provisions of CEQA based on Class 1, Section 15301(a) (repair or maintenance of an existing structure, minor alteration of existing public structures or facility not expanding uses).

CITY COUNCIL AUTHORITY: Awarding a contract is an administrative action 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: On May 23, 2016, it was reported to staff that there was water damage in the Golf Course Clubhouse conference room. Upon further investigation, staff found that the extent of the damage to the facility extended to the kitchen and surrounding areas. The immediate retention of a contractor for expedient repairs was recommended to locate and remedy the problem and to prevent further damage to the facility. On May 23, 2016, the City Manager approved staff’s recommendation to retain a contractor, begin emergency remediation, and identify and repair the source of the water leak. The initial cost estimate provided by Shawn Stone of San Diego Construction, after a cursory inspection of the damage, was not to exceed \$16,600. As an emergency, the contractor was given permission to start the project. Upon removal of damaged wall board, kitchen equipment, and built-in furniture, staff and the contractor determined that the repair would entail work outside of the original scope of work agreed upon. San Diego Construction provided a contract change order for \$17,420 for the additional work identified after their initial investigative demolition to the damaged areas.

ANALYSIS: Staff is requesting that the Council find that an emergency exists for the City to immediately authorize spending in the amount of \$40,800 (\$34,000 plus 20% contingency) to identify the failure, repair the damage, and make the necessary alterations to prevent this failure from occurring in the future. The next City Council meeting is July 19, 2016, and the repairs must be completed before that time or the Clubhouse will become inoperable. The Council must

pass the attached resolution by a four-fifths vote so that the repairs can be accomplished immediately without sending the repair work out to bid per Public Contract Code Section 20168. Most of the modifications and repairs will be done in the evening hours to minimize the impact on the restaurant operation. If the repair work is not completed by the next regular meeting of the City Council, the Council shall review the status to determine if the emergency still exists pursuant to Public Contract Code Section 22050.

Submitted by: Director of Recreation and Golf Services/Miller
 Director of Public Services and Engineering/Cliff Maurer
 Attachment: Resolution

CM	ACM	AS	CA	CC	CD	CE	F	L	P	PSE	R&G
BK	NA	JK	JNC	MLC	N/A	N/A	N/A	N/A	N/A	CMM	RAM

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO
DECLARING AN EMERGENCY TO ALLOW THE CITY MANAGER TO ENTER INTO
AN AGREEMENT FOR REPAIRS WITHOUT GIVING NOTICE FOR BIDS**

WHEREAS, on or about May 23, 2016, it was reported to staff that there was water damage in the Golf Course Clubhouse conference room. Upon further investigation, staff found that the extent of the damage to the facility extended to the kitchen and surrounding areas; and

WHEREAS, the immediate retention of a contractor for expedient repairs was recommended to locate and remedy the problem and to prevent further damage to the facility. On May 23, 2016, the City Manager approved staff's recommendation to retain a contractor, begin emergency remediation, and identify and repair the source of the water leak; and

WHEREAS, the initial cost estimate provided by Shawn Stone, of San Diego Construction Company, after a cursory inspection of the damage, was not to exceed \$16,600; and

WHEREAS, upon removal of damaged wall board, kitchen equipment, and built-in furniture, staff and the contractor determined that the repair would entail work outside of the original scope of work agreed upon. San Diego Construction provided a contract change order for \$17,420 for the additional work identified after their initial investigative demolition to the damaged areas; and

WHEREAS, the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property at the Golf Course Clubhouse.

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

Section 1. The foregoing recitals are true and correct.

Section 2. There exists an emergency at the Coronado Golf Course Clubhouse such that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property at the Golf Course Clubhouse.

Section 3. The City Manager is authorized to enter into any contract with San Diego Construction to make any necessary repairs to the Golf Course, to take any directly related and immediate action required by that emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

Section 4. The emergency will not permit a delay resulting from a competitive solicitation for bids, and this action is necessary to respond to the emergency.

Section 5. If the repair work is not completed by the next regular meeting of the City Council, the Council shall review the status to determine if the emergency still exists pursuant to Public Contract Code Section 22050.

PASSED AND ADOPTED by the City Council of the City of Coronado, California, this 21st day of June 2016, by the following vote, to wit:

AYES:
NAYS:
ABSTAIN:
ABSENT:

Casey Tanaka, Mayor
City of Coronado

Attest:

Mary L. Clifford, CMC
City Clerk

**AUTHORIZATION TO ADVERTISE THE STREET PREVENTIVE MAINTENANCE
FY 2016/17 PROJECT FOR BID**

RECOMMENDATION: Authorize staff to advertise the Street Preventive Maintenance FY 2016/17 project for bid.

FISCAL IMPACT: The proposed FY 2016/17 Capital Improvement Program (CIP) includes \$534,000 in Highway Users Tax Account (HUTA) funds for the design and construction of the Street Preventive Maintenance FY 2016/17 project. The engineer’s estimate for the project is \$405,000 and it is anticipated that the improvements can be constructed within the allocated CIP budget. The project account number is 206376-9783-17SLURRY.

CEQA: This 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: Authorization to advertise a project for bid 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: Every year, as part of the annual street preventive maintenance program, the City slurry seals approximately one-seventh of the City streets on a rotating basis. Slurry seal is a preventive maintenance treatment that consists of a thin layer of asphalt and sand mixture applied to the road surface which extends the life of the road by protecting it from oxidation. Slurry sealing rejuvenates or revitalizes old bituminous-wearing surfaces and makes slippery surfaces “nonskid.” Pavement markings are also repainted, improving visibility at night. The following locations are included in the FY 2016/17 project:

- Acacia Way
- Alameda Boulevard (from Olive Avenue to Ocean Boulevard)
- Alder Street
- Balboa Avenue
- Bayshore Bikeway (from Fiddler’s Cove to Coronado Cays Entrance)
- Cabrillo Avenue
- Carob Way
- Encino Row
- First Street
- G Avenue (from Ocean Boulevard to Tenth Street)
- Marina Avenue
- Ocean Drive (from Ocean Court to Coronado Avenue)
- Parking lot at First Street and D Avenue
- Golf Course Parking lot
- Pine Court
- Pine Street
- Strand Way
- Tenth Street (from Alameda Boulevard to Pine Street)
- Tolita Avenue

ANALYSIS: The City has historically completed the annual street preventive maintenance projects toward the end of each fiscal year just before the summer when the weather is typically most advantageous. However, the FY 2016/17 project includes the golf course parking lot which is in extremely high demand during this time. Public Services and Recreation Department staff have therefore identified October 4, 2016, as the best day to close the parking lot because the golf course is expected to be completing its annual turf rehabilitation at that time and play on the golf course will be limited. In order to advertise and award a construction project in time for the project to be underway on October 4, 2016, the project must be advertised during the first week of Fiscal Year 2016/17. With this in mind, authorization to advertise the project is being requested before the start of the fiscal year. Plans and specifications are available for review from the Public Services and Engineering Department.

ALTERNATIVE: The Council could choose not to authorize staff to advertise the project for bid or elect to bid the project at a later date.

Submitted by Public Services & Engineering/Katzenstein

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

ADOPTION OF A RESOLUTION TO ESTABLISH CONTRACTOR PREQUALIFICATION PROCEDURES FOR THE CAYS SEWER MAIN CLEANING PROJECT

RECOMMENDATION: Adopt “A Resolution of the City Council of the City of Coronado to Establish Prequalification Procedures for the Cays Sewer Main Cleaning 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.”

FISCAL IMPACT: Establishing a contractor prequalification procedure will not have a cost impact on the project budget other than staff time for review and scoring of the questionnaires.

CITY COUNCIL AUTHORITY: Establishing a process to prequalify bidders for a public works project is a legislative decision of the City Council. Generally, “legislative” actions receive greater deference from the courts, and the person challenging legislative actions must prove that the decision was “arbitrary, capricious, entirely lacking in evidentiary support, or unlawfully or procedurally unfair.” (*Fullerton Joint Union High School District v. State Bd. of Education* (1982) 32 Cal. 3d 779, 786.) The reason that the courts apply this high standard of review is because the doctrine of separation of powers prohibits the court from substituting its own judgment for that of the legislative body. The City Council is deemed to have “paramount authority” in such decisions, and the court is not reviewing the decision of a lower tribunal or a fact-finding body. (*Carty v. City of Ojai* (1978) 77 Cal. App. 3d 329, 333, n.1.)

PUBLIC NOTICE: None required.

BACKGROUND: Staff completed a project in 2014 to inspect both the exterior and interior of the Coronado Cays sewer pipeline to determine the remaining useful life of the pipe. The inspections found that the structural integrity of the pipeline is in good condition but that over the past 40 years a considerable amount of fats, oils, and grease (FOG) built up on the interior of the pipe, causing increased odors (as well as a decrease in pumping efficiency which increases energy consumption) at the Glorietta Bay pump station where the sewer line terminates.

The Public Services & Engineering Department is working with an engineering consultant, Atkins, to determine the best means to remove the FOG in order to reduce the odor and improve pumping efficiency. The difficulty with this project is the limited access to the interior of the pipeline and the long reaches of pipe which may preclude conventional pipeline cleaning methods. Due to the potential difficulty of this project, Atkins and staff believe that the best way to execute this cleaning project is to prequalify firms that have expertise with this operation and allow them to propose the most effective and cost-wise method to meet the City’s performance requirements.

ANALYSIS: The Cays Sewer Main Cleaning project will be ready to bid in fall 2016. By prequalifying bidders now, once the plans have been approved for bid, the project can be immediately bid by the select list of prequalified contractors.

This prequalification process was used successfully in the Glorietta Bay Master Plan, Lifeguard Tower, North Beach Restrooms, Library Expansion, and Animal Care Facility projects.

ALTERNATIVE: Do not proceed with the prequalification process and have an open bid.

Submitted by Engineering & Project Development/Johnson

- Attachments: 1. Resolution
2. Prequalification Questionnaire and List of Scorable Questions

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO TO ESTABLISH PREQUALIFICATION PROCEDURES FOR THE CORONADO CAYS SEWER MAIN CLEANING 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

WHEREAS, the City of Coronado has a need to perform preventive maintenance on the Cays Sewer Main pipeline (the “Project”); and

WHEREAS, the City of Coronado has determined that it would be in the public interest to determine the qualifications of potential bidders on the Project prior to letting the Project to bid, which would assist the City in selecting the most responsive and responsible bidder; and

WHEREAS, California Public Contract Code Section 20101 provides that a public agency, including the City of Coronado, may elect to adopt a bidder prequalification system, including procedures required by Section 20101, for specific projects (the “Law”); and

WHEREAS, pursuant to the Law, prior to using a prequalification system for a specific project, the City must first establish procedures for the specific project; approve the form of prequalification questionnaire; adopt a uniform system for the objective rating of bidders; and create an appeal procedure by which a contractor denied prequalification may seek a reversal of that determination.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coronado, California, as follows:

1. There is hereby established a procedure for the prequalification of bidders for the City of Coronado Cays Sewer Main Cleaning project in conformance with the Law.
2. That certain Prequalification Questionnaire, based on one developed by the State of California Department of Industrial Relations (the “DIR”) in accordance with the Law, in the form attached hereto as Exhibit A, is hereby approved for use in the prequalification of bidders for the Project.
3. That certain List of the Scorable Questions and the Scoring Instructions developed by the DIR, with such changes as made by the City, in the form attached hereto as Exhibit B, is hereby approved for use in the rating of bidders seeking to prequalify for the Project.
4. The appeal procedure as outlined in the Request for Prequalification of Bidders Commencing with Forthcoming Public Works Bid, which is a part of the Prequalification Questionnaire attached hereto as Exhibit A, is hereby approved for

use by any contractor seeking to reverse a determination of a denial of his or her right to bid on the Project.

5. The City of Coronado Department of Public Services and Engineering shall develop such other questions and documents necessary to implement a prequalification system for use in the public works bid on the Project.

PASSED AND ADOPTED by the Coronado City Council of the City of Coronado, California, this 21st day of June 2016 by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Casey Tanaka,
Mayor of the City of Coronado

ATTEST:

Mary L. Clifford, CMC, City Clerk

CITY OF CORONADO**CALIFORNIA****PREQUALIFICATION QUESTIONNAIRE**

The City of Coronado, California, invites responses for:

CAYS SEWER MAIN CLEANING PROJECT

Contract No. XX-X-XX-XXX

**REQUEST FOR PREQUALIFICATION OF BIDDERS COMMENCING
WITH FORTHCOMING PUBLIC WORKS BID**

Project Description: The City of Coronado's Cays Sewer Main Cleaning project is estimated to begin in January 2017. The project is to internally clean the existing force main and dispose of all solids and materials generated from the cleaning activities. The force main is a 12-inch diameter ductile iron pipeline (DIP). The pipeline is polylined and polywrapped. The force main is 3.6 miles in length and carries wastewater from the Coronado Cays Pump Station to the Glorietta Bay Pump Station. An external inspection was conducted in 2011 which found that the exterior of the pipeline was acceptable and no recommendations were made beyond future inspections. An internal inspection was completed in 2015 which found significant buildup of fats, oil, and grease throughout the pipeline estimated to total 84 cubic yards in volume. Access to the pipeline is limited to seven Air/Vacuum Assemblies (AVAs), two access vaults, and the exposed piping at the two pump stations. The majority of the force main is along relatively undeveloped land adjacent to state Route 75 and San Diego Bay and between two dense urban environments. The Contractor will be responsible for control of noise, odors, traffic, dust, handling of wastewater with no spills, temporary and permanent pavement replacement and other items incidental to the cleaning activities. No work is expected on private property.

Prequalification Conference: A prequalification conference will be conducted by the City on **XXXXXX (TBD)**. For Contractors who will be submitting a Prequalification Request, attendance at the prequalification conference is mandatory. Site visits to walk the pipeline alignment and visit the pump stations will be scheduled and arranged by the City.

Reference Documents: Reference documents for this project consist of the following:

1. Coronado Cays Force Main Assessment and Recommendations Report, June 5, 2011, prepared by Harris & Associates
2. Coronado Cays Force Main Internal Inspection and AVA Replacement Project, 2014
3. Coronado Cays Force Main Assessment and Recommendations Report Phase 2, September, 2015, prepared by Harris & Associates
4. Improvement Plan Set

Communications during the prequalification process: All communications related to this Prequalification Process, including Addenda, will only be issued to the email address provided by the submitting firm on the Prequalification Participant List. The contact at the City of Coronado is Dave Johnson, phone number 619-533-2425, email djohnson@coronado.ca.us.

Engineer's Estimate: \$300,000-\$400,000

Contractor California License Requirement: Class A

Contractors are required to possess a City of Coronado Business License prior to construction

Notice is hereby given that City of Coronado has determined that all bidders on the Coronado Cays Sewer Main Cleaning project must be prequalified prior to submitting a bid on that project. It is mandatory that all Contractors who intend to submit a bid fully complete the prequalification questionnaire, provide all materials requested therein, and be approved by City of Coronado to be on the final qualified bidders' list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid. The last date to submit a fully-completed questionnaire is July XX, 2016. Contractors are encouraged to submit prequalification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their prequalification status well in advance of the bid advertisement for this project.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. City of Coronado will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. City of Coronado reserves the right to check other sources available. The City of Coronado's decision will be based upon objective evaluation criteria.

City of Coronado reserves the right to adjust, increase, limit, suspend, or rescind the prequalification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a prequalification rating.

While it is the intent of the prequalification questionnaire and documents required therewith to assist City of Coronado in determining bidder responsibility prior to bid and to aid City of Coronado in selecting the lowest responsible bidder, neither the fact of prequalification, nor any prequalification rating, will preclude City of Coronado from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity, and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The prequalification packages should be submitted under seal to City of Coronado, Engineering Division, 1825 Strand Way, Coronado, California 92118 and be marked "CONFIDENTIAL – Cays Sewer Main Cleaning Project – Prequalification Package."

The prequalification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of Contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose. Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify City of Coronado and provide updated accurate information in writing, under penalty of perjury.

City of Coronado reserves the right to waive minor irregularities and omissions in the information contained in the prequalification application submitted, to make all final determinations, and to determine at any time that the prequalification procedures will not be applied to a specific future public project.

Contractors may submit prequalification packages during regular working hours on any day that the offices of City of Coronado are open. Contractors who submit a complete prequalification package will be notified of their qualification status.

City of Coronado may refuse to grant prequalification where the requested information and materials are not provided, or not provided by July XX, 2016. There is no appeal from a refusal for an incomplete or late application, but reapplication for a later project is permitted. The closing time for bids will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

Where a timely and completed application results in a rating below that necessary to prequalify, an appeal can be made. An appeal is begun by the Contractor delivering notice to City of Coronado of its appeal of the decision with respect to its prequalification rating, no later than ten (10) business days after notification of pre-qualification status has been received. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of City of Coronado, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the shall be conducted so that it is concluded no later than five (5) business days after City of Coronado's receipt of the notice of appeal, and no later than five (5) business days prior to the last date for the receipt of bids on the project. The hearing shall be an informal process conducted by a panel to which the Coronado City Council has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for City of Coronado's prequalification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one (1) day after the conclusion of the hearing, the Appeals Panel will render its decision. It is the intention of City of

Coronado that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not prequalified for bidding on a specific public works contract to be let by City of Coronado, or on all contracts to be let by City of Coronado, until the contractor meets City of Coronado’s requirements. In addition, a contractor may be found not prequalified for either:

- (1) Omission of requested information; or
- (2) Falsification of information

City of Coronado

DATE: _____

Ed Walton, City Engineer
Public Services and Engineering Department

DRAFT

CONTACT INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Prop.

Contact Person: _____

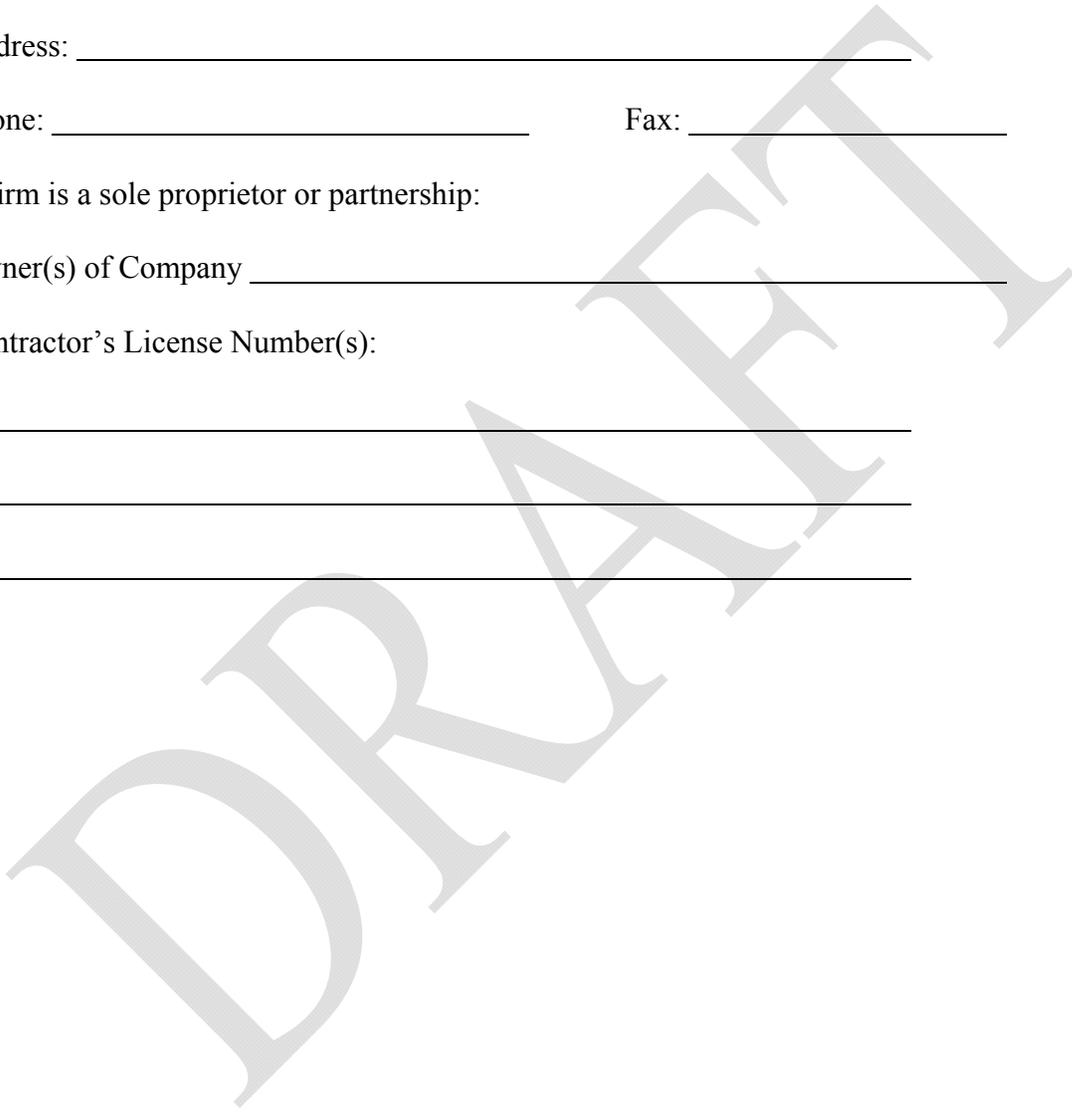
Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):



PART I ESSENTIAL REQUIREMENTS FOR QUALIFICATION

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
 Yes No

2. Contractor has a construction risk liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate.
 Yes No

3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.
 Yes No Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?¹
 Yes No
NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states: (a) that your current bonding capacity is sufficient for the project for which you seek prequalification if you are seeking prequalification for a single project; or (if you are seeking prequalification valid for a year) (b) your current available bonding capacity?²
 Yes No
NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five (5) years?
 Yes No

¹ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 percent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is \$10 million, and 25 percent of that amount, therefore, is \$2.5 million.

² An additional notarized statement from the surety may be requested by *City of Coronado* at the time of submission of a bid, if this prequalification package is submitted more than 60 days prior to submission of the bid.

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
 Yes No

8. At the time of submitting this prequalification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No
If the answer is “Yes,” state the beginning and ending dates of the period of debarment:

9. At any time during the last five (5) years, has your firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
 Yes No

DRAFT

PART II ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1. a. Date incorporated: _____
- 1. b. Under the laws of what state: _____
- 1. c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation’s stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1. d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 percent (10%) or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	Dates of Person’s Participation with Firm

For Firms That Are Partnerships:

- 1. a. Date of formation: _____
- 1. b. Under the laws of what state: _____
- 1. c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

1. d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

1. a. Date of commencement of business. _____
 1. b. Social security number of company owner. _____
 1. c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1. a. Date of commencement of joint venture. _____
 1. b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three (3) years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
 Yes No
 If “yes,” explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
 Yes No
 If “yes,” explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
 Yes No
 If “yes,” explain on a separate signed page.

4. State your firm’s gross revenues for each of the last three (3) years:

5. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

6. Is your firm currently the debtor in a bankruptcy case?
 Yes No
 If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

7. Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to Question 7, above).
 Yes No
 If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

8. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

9. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

10. Has your firm changed names or license number in the past five (5) years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

11. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five (5) years?

Yes No

If “yes,” explain on a separate signed page, including the reason for the change.

12. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

Yes No

If “yes,” please explain on a separate signed sheet.

Disputes

13. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If “yes,” explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

14. In the last five (5) years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to Question 1. c. or 1. d. on this form.

Yes No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

15. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If “yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

16. In the past five (5) years has any claim against your firm concerning your firm’s work on a construction project been filed in court or arbitration?

Yes No

If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

17. In the past five (5) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

18. At any time during the past five (5) years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a

performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

19. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

20. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

21. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

22. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

- 23. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

- 24. If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

- 25. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

- 26. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If “yes,” provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

- 27. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

28. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

29. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

30. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

31. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three (3) premium years.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three (3) years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

32. Within the last five (5) years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?
 Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "no," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

33. Has there been more than one occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **State's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

- Yes No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

34. During the last five (5) years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **Federal** Davis-Bacon prevailing wage requirements?

- Yes No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

35. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *City of Coronado*.

36. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three (3) years in each apprenticeship and the number of persons who, during the past three (3) years, completed apprenticeships in each craft while employed by your firm.

37. At any time during the last five (5) years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time it occurred.

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Agency's final decision(s).

PART III. RECENT CLEANING PROJECTS COMPLETED

39. Contractor shall provide information about its six (6) most recently completed pipeline cleaning public works projects within the last three (3) years.³ Names and references must be current and verifiable. At least three of the projects must be pressurized wastewater pipelines with a length of at least 1 mile and a diameter of at least 12 inches. The cleaning technology used for the project must be identified and before and after CCTV of the cleaned pipeline must exist, or other measures to establish cleaning effectiveness must be available for review upon request. For the project to be considered complete, the cleaning operation must be completed and accepted by the project owner. Use separate sheets of paper that contain all of the following information:

39.1 Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, email, and current phone number):

Engineer: _____

Engineer Contact (name, firm, email, and current phone number):

Construction Manager (name, firm, email, and current phone number):

Name, address, and License # of Company awarded the Contract:

Contract Award Date:

Was the Project performed by a Joint Venture?

Yes No

³ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Description of Project, Scope of Work Performed:

Total Bid Price upon award: _____

Total Value of Contract (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

How was payment for the cleaning services measured and paid? (per volume, weight, footage, etc.)

Names and contact information for each subcontractor:

Was the project at least 75% completed by the firm awarded the Contract?

Emergency Response

a) Was the firm responsible under the contract conditions for emergency response during the contract period for the pipeline being cleaned?

Yes No

b) Were there any spills or leaks on the pipeline during the performance of the cleaning that required emergency response by the firm?

Yes No

If the answer to b) is yes, please explain

Equipment – On a separate sheet or attachment, provide a complete list of all vehicles, construction, pumping, pipeline cleaning, internal imaging, data management, and other pertinent equipment, and other assets owned by the firm which could be deployed on this contract.

Did the project consist of pipe cleaning of a pressurized wastewater pipeline with length of at least 1 mile and diameter of at least 12 inches?

Yes No

What was the cleaning technology used to complete the project?

What was the longest reach of pipeline in feet that was cleaned from one access point?

Was before and after CCTV of the cleaned pipeline performed, which shows effectiveness of the cleaning?

Yes No

Was temporary odor control provided by your firm during the cleaning operations?

Yes No

Were there any odor complaints during the cleaning operations?

Yes No

If the answer to is yes, please explain.

Did the firm develop and implement a safety program for the project?

Yes No

Did the firm experience any safety incidents during the project?

Yes No

If the answer is yes, please explain

Was the firm responsible for sampling and/or testing of the materials generated from the cleaning for characterization, removal, and transport to disposal?

Yes No

Other information – use this space to present any other pertinent information about the project. Limit response to 1 page.

39.2 Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, email, and current phone number):

Engineer: _____

Engineer Contact (name, firm, email, and current phone number):

Construction Manager (name, firm, email, and current phone number):

Name, address, and License # of Company awarded the Contract:

Contract Award Date:

Was the Project performed by a Joint Venture?

Yes No

Description of Project, Scope of Work Performed:

Total Bid Price upon award: _____

Total Value of Contract (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

How was payment for the cleaning services measured and paid? (per volume, weight, footage, etc.)

Names and contact information for each subcontractor:

Was the project at least 75% completed by the firm awarded the Contract?

Emergency Response

a) Was the firm responsible under the contract conditions for emergency response during the contract period for the pipeline being cleaned?

Yes No

b) Were there any spills or leaks on the pipeline during the performance of the cleaning that required emergency response by the firm?

Yes No

If the answer to b) is yes, please explain

Equipment - On a separate sheet or attachment, provide a complete list of all vehicles, construction, pumping, pipeline cleaning, internal imaging, data management, and other pertinent equipment, and other assets owned by the firm which could be deployed on this contract.

Did the project consist of pipe cleaning of a pressurized wastewater pipeline with length of at least 1 mile and diameter of at least 12 inches?

Yes No

What was the cleaning technology used to complete the project?

What was the longest reach of pipeline in feet that was cleaned from one access point?

Was before and after CCTV of the cleaned pipeline performed, which shows effectiveness of the cleaning?

Yes No

Was temporary odor control provided by your firm during the cleaning operations?

Yes No

Were there any odor complaints during the cleaning operations?

Yes No

If the answer to is yes, please explain.

Did the firm develop and implement a safety program for the project?

Yes No

Did the firm experience any safety incidents during the project?

Yes No

If the answer is yes, please explain

Was the firm responsible for sampling and/or testing of the materials generated from the cleaning for characterization, removal, and transport to disposal?

Yes No

Other information – use this space to present any other pertinent information about the project. Limit response to 1 page.

39.3 Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, email, and current phone number):

Engineer: _____

Engineer Contact (name, firm, email, and current phone number):

Construction Manager (name, firm, email, and current phone number):

Name, address, and License # of Company awarded the Contract:

Contract Award Date:

Was the Project performed by a Joint Venture?

Yes

No

Description of Project, Scope of Work Performed:

Total Bid Price upon award: _____

Total Value of Contract (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

How was payment for the cleaning services measured and paid? (per volume, weight, footage, etc.)

Names and contact information for each subcontractor:

Was the project at least 75% completed by the firm awarded the Contract?

Emergency Response

a) Was the firm responsible under the contract conditions for emergency response during the contract period for the pipeline being cleaned?

Yes No

b) Were there any spills or leaks on the pipeline during the performance of the cleaning that required emergency response by the firm?

Yes No

If the answer to b) is yes, please explain

Equipment – On a separate sheet or attachment, provide a complete list of all vehicles, construction, pumping, pipeline cleaning, internal imaging, data management, and other pertinent equipment, and other assets owned by the firm which could be deployed on this contract.

Did the project consist of pipe cleaning of a pressurized wastewater pipeline with length of at least 1 mile and diameter of at least 12-inches?

Yes No

What was the cleaning technology used to complete the project?

What was the longest reach of pipeline in feet that was cleaned from one access point?

Was before and after CCTV of the cleaned pipeline performed, which shows effectiveness of the cleaning?

Yes No

Was temporary odor control provided by your firm during the cleaning operations?

Yes No

Were there any odor complaints during the cleaning operations?

Yes No

If the answer to is yes, please explain.

Did the firm develop and implement a safety program for the project?

Yes No

Did the firm experience any safety incidents during the project?

Yes No

If the answer is yes, please explain

Was the firm responsible for sampling and/or testing of the materials generated from the cleaning for characterization, removal, and transport to disposal?

Yes No

Other information – use this space to present any other pertinent information about the project. Limit response to 1 page.

39.4 Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, email, and current phone number):

Engineer: _____

Engineer Contact (name, firm, email, and current phone number):

Construction Manager (name, firm, email, and current phone number):

Name, address, and License # of Company awarded the Contract:

Contract Award Date:

Was the Project performed by a Joint Venture?

Yes No

Description of Project, Scope of Work Performed:

Total Bid Price upon award: _____

Total Value of Contract (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

How was payment for the cleaning services measured and paid? (per volume, weight, footage, etc.)

Names and contact information for each subcontractor:

Was the project at least 75% completed by the firm awarded the Contract?

Emergency Response

- a) Was the firm responsible under the contract conditions for emergency response during the contract period for the pipeline being cleaned?

Yes No

b) Were there any spills or leaks on the pipeline during the performance of the cleaning that required emergency response by the firm?

Yes No

If the answer to b) is yes, please explain

Equipment - On a separate sheet or attachment, provide a complete list of all vehicles, construction, pumping, pipeline cleaning, internal imaging, data management, and other pertinent equipment, and other assets owned by the firm which could be deployed on this contract.

Did the project consist of pipe cleaning of a pressurized wastewater pipeline with length of at least 1 mile and diameter of at least 12 inches?

Yes No

What was the cleaning technology used to complete the project?

What was the longest reach of pipeline in feet that was cleaned from one access point?

Was before and after CCTV of the cleaned pipeline performed, which shows effectiveness of the cleaning?

Yes No

Was temporary odor control provided by your firm during the cleaning operations?

Yes No

Were there any odor complaints during the cleaning operations?

Yes No

If the answer to is yes, please explain.

Did the firm develop and implement a safety program for the project?

Yes No

Did the firm experience any safety incidents during the project?

Yes No

If the answer is yes, please explain

Was the firm responsible for sampling and/or testing of the materials generated from the cleaning for characterization, removal, and transport to disposal?

Yes No

Other information – use this space to present any other pertinent information about the project. Limit response to 1 page.

39.5 Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, email, and current phone number):

Engineer: _____

Engineer Contact (name, firm, email, and current phone number):

Construction Manager (name, firm, email, and current phone number):

Name, address, and License # of Company awarded the Contract:

Contract Award Date:

Was the Project performed by a Joint Venture?

_____ Yes _____ No

Description of Project, Scope of Work Performed:

Total Bid Price upon award: _____

Total Value of Contract (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

How was payment for the cleaning services measured and paid? (per volume, weight, footage, etc.)

Names and contact information for each subcontractor:

Was the project at least 75% completed by the firm awarded the Contract?

Emergency Response

- a) Was the firm responsible under the contract conditions for emergency response during the contract period for the pipeline being cleaned?
 Yes No
- b) Were there any spills or leaks on the pipeline during the performance of the cleaning that required emergency response by the firm?
 Yes No

If the answer to b) is yes, please explain

Equipment - On a separate sheet or attachment, provide a complete list of all vehicles, construction, pumping, pipeline cleaning, internal imaging, data management, and other pertinent equipment, and other assets owned by the firm which could be deployed on this contract.

Did the project consist of pipe cleaning of a pressurized wastewater pipeline with length of at least 1 mile and diameter of at least 12-inches?

- Yes No

What was the cleaning technology used to complete the project?

What was the longest reach of pipeline in feet that was cleaned from one access point?

Was before and after CCTV of the cleaned pipeline performed, which shows effectiveness of the cleaning?

Yes No

Was temporary odor control provided by your firm during the cleaning operations?

Yes No

Were there any odor complaints during the cleaning operations?

Yes No

If the answer to is yes, please explain.

Did the firm develop and implement a safety program for the project?

Yes No

Did the firm experience any safety incidents during the project?

Yes No

If the answer is yes, please explain

Was the firm responsible for sampling and/or testing of the materials generated from the cleaning for characterization, removal, and transport to disposal?

Yes No

Other information – use this space to present any other pertinent information about the project. Limit response to 1 page.

39.6 Project Name: _____

Location: _____

Owner: _____

Owner Contact (name, email, and current phone number):

Engineer: _____

Engineer Contact (name, firm, email, and current phone number):

Construction Manager (name, firm, email, and current phone number):

Name, address, and License # of Company awarded the Contract:

Contract Award Date:

Was the Project performed by a Joint Venture?

Yes No

Description of Project, Scope of Work Performed:

Total Bid Price upon award: _____

Total Value of Contract (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

How was payment for the cleaning services measured and paid? (per volume, weight, footage, etc.)

Names and contact information for each subcontractor:

Was the project at least 75% completed by the firm awarded the Contract?

Emergency Response

a) Was the firm responsible under the contract conditions for emergency response during the contract period for the pipeline being cleaned?

Yes No

b) Were there any spills or leaks on the pipeline during the performance of the cleaning that required emergency response by the firm?

Yes No

If the answer to b) is yes, please explain

Equipment - On a separate sheet or attachment, provide a complete list of all vehicles, construction, pumping, pipeline cleaning, internal imaging, data management, and other pertinent equipment, and other assets owned by the firm which could be deployed on this contract.

Did the project consist of pipe cleaning of a pressurized wastewater pipeline with length of at least 1 mile and diameter of at least 12 inches?

Yes No

What was the cleaning technology used to complete the project?

What was the longest reach of pipeline in feet that was cleaned from one access point?

Was before and after CCTV of the cleaned pipeline performed, which shows effectiveness of the cleaning?

Yes No

Was temporary odor control provided by your firm during the cleaning operations?

Yes No

Were there any odor complaints during the cleaning operations?

Yes No

If the answer to is yes, please explain.

Did the firm develop and implement a safety program for the project?

Yes No

Did the firm experience any safety incidents during the project?

Yes No

If the answer is yes, please explain

Was the firm responsible for sampling and/or testing of the materials generated from the cleaning for characterization, removal, and transport to disposal?

Yes No

Other information – use this space to present any other pertinent information about the project. Limit response to 1 page.

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____

(Name)

(Firm)

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions arise in three different areas:

- (I) History of the business and organizational performance;
- (II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and
- (III) Completion of recent projects and quality of performance.

The interview questions (interviews by the public agency of project managers on projects completed recently by the contractor) are included in Group III. In a prequalification procedure for a single project, this last category would also include a scoring of the number of recently completed projects that are similar to the project on which prequalification is at issue. However, scoring linked to the similarity of past projects would **probably not be possible or useful** if the public agency as part of a procedure to prequalify contractors for an extended period.

Note: Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This document includes only those questions that are "scorable." The question numbers in this document are the numbers used in the questionnaire. Thus, the questions included here begin with question number 6, and there are a few breaks in the numerical sequence.

The Scores Needed for Prequalification

To prequalify, a contractor would be required to have a passing grade within each of the three large categories referred to above.

For Section I, History of the business and organizational performance, the City will use the DIR recommended passing score of **57** on this portion of the questionnaire (of a maximum score of 76 on this portion of the questionnaire).

For Section II, Compliance with occupational safety and health laws, workers' compensation and other labor legislation, the City will use the DIR recommended passing score of **38** on this portion of the questionnaire (of a maximum score of 53 points on this portion of the questionnaire).

Section III, Completion of recent projects and quality of performance, includes a series of interview questions, and may also include questions about recently completed (public or private) construction projects. For the interview questions, the City will use the DIR recommendation to interview project managers for the owners of two completed projects. The City will also use the DIR recommended scoring system that would allow a maximum score of 120 points for each interview. For these questions, the City will also use the DIR recommended qualification for a contractor whose score on each of two

interviews is 72 points or more; a denial of prequalification for a contractor whose score on either interview is less than 55 points; and an additional interview with another reference if the score resulting from one interview is between 55 points and 72 points.

DIR makes no recommendation about how to score a contractor's answers about recently completed past projects. Because of the wide range of projects that a public agency may be planning, and the similarly wide range in the skills, abilities, and experience that a public agency will consider most important for a pending project, it is impossible to propose a useful model scoring system to apply to the answers given about a contractor's completed projects.

I. Questions about History of the Business and Organizational Performance

(16 questions)

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

3 years or more = 2 points

4 years = 3 points

5 years = 4 pts.

6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?

Yes No

“No” = 3 points“ “Yes” = 0 points

3. Was your firm in bankruptcy any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above.)

Yes No

“No” = 3 points“ “Yes” = 0 points

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

Yes No

No = 5 points Yes = 0 points

5. At any time in the last five (5) years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes No

No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points

Two projects with liquidated damages of more than \$50,000 = 3 points
Any other answer: no points

6. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1. c. or 1. d. on this form.

Yes No

No = 5 points Yes = 0 points

7. In the last five (5) years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

No = 5 points Yes = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

8. In the past five (5) years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?

Yes No

If the firm's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2 or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

9. In the past five (5) years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration?**

Yes No

If your firm's average gross revenues for the last three (3) years was less than \$50 million scoring is as follows:

*5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.*

If your firm's average gross revenues for the last three (3) years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating 1, 2 or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.*

10. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

*5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims*

11. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

*5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.*

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

No = 5 points Yes = subtract 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

No = 5 points Yes = subtract 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

No = 5 points Yes = subtract 5 points

15. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

5 points if the rate is no more than one per cent

3 points if the rate was no higher than 1.10 per cent.

0 points for any other answer.

16. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

No = 5 points Yes = 0 points

II. Questions about compliance with safety, workers compensation, prevailing wage and apprenticeship laws
(11 questions)

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If the firm’s average gross revenues for the last three (3) years was less than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” if more than 2 such instances.*

If the firm’s average gross revenues for the last three (3) years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2 or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

If the firm’s average gross revenues for the last three (3) years was less than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” or if more than 2 such instances.*

If the firm’s average gross revenues for the last three (3) years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2 or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.*

0 points for “Yes” if more than 5 such instances.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If the firm’s average gross revenues for the last three (3) years was less than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1 such instance.

3 points for “Yes” indicating 2 such instances.

0 points for “Yes” or if more than 2 such instances.

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1, 2 or 3 such instances.

3 points for “Yes” indicating either 4 or 5 such instances.

0 points for “Yes” if more than 5 such instances.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

3 points for an answer of once each week or more often.

0 points for any other answer.

5. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three (3) years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

5 points for three-year average EMR of .95 or less.

3 points for three-year average of EMR of more than .95 but no more than 1.00.

0 points for any other EMR.

6. Within the last five (5) years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?
 Yes No

*5 points for either "No" or "Yes" indicating 1 such instance.
 0 points for any other answer.*

7. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?
 Yes No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If your firm's average gross revenues for the last three (3) years was less than \$50 million, scoring is as follows:

*5 points for either "No," or "Yes" indicating either 1 or 2 such instances.
 3 points for "Yes" indicating 3 such instances.
 0 points for "Yes" and more than 3 such instances.*

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating no more than 4 such instances.
 3 points for "Yes" indicating either 5 or 6 such instances.
 0 points for "Yes" and more than 6 such instances.*

8. During the last five (5) years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?
 Yes No

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either "No," or "Yes" indicating either 1 or 2 such instances.
 3 points for "Yes" indicating 3 such instances.
 0 points for "Yes" and more than 3 such instances.*

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating no more than 4 such instances.
 3 points for "Yes" indicating either 5 or 6 such instances.
 0 points for "Yes" and more than 6 such instances.*

9. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by City of Coronado.

***5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.***

10. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

***5 points if one or more persons completed an approved apprenticeship while employed by your firm.
0 points if no persons completed an approved apprenticeship while employer by your firm.***

11. At any time during the last five (5) years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No.

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either “No,” or “Yes” indicating either 1 or 2 such instances.

3 points for “Yes” indicating 3 such instances.

0 points for “Yes” and more than 3 such instances.

If your firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating no more than 4 such instances.

3 points for “Yes” indicating either 5 or 6 such instances.

0 points for “Yes” and more than 6 such instances.

DRAFT

III. Completion of Recent Projects

12. Contractor shall provide information about its six (6) most recently completed pipeline cleaning public works projects within the last three (3) years. At least three of the projects must be pressurized wastewater pipelines with a length of at least 1 mile and a diameter of at least 12 inches. The cleaning technology used for the project must be identified and before and after CCTV of the cleaned pipeline must exist or other measures to establish cleaning effectiveness must be available for review upon request. For the project to be considered complete, the cleaning operation must be completed and accepted by the project owner.

5 points for either 5 or 6 projects for pressurized wastewater pipeline with length of 1 mile and diameter of at least 12 inches in the last three (3) years meeting all criteria above.

3 points for either 3 or 4 projects for pressurized wastewater pipeline with length of 1 mile and diameter of at least 12 inches in the last three (3) years meeting all criteria above.

1 point for either 1 or 2 projects for pressurized wastewater pipeline with length of 1 mile and diameter of at least 12 inches in the last three (3) years meeting all criteria above.

0 points for no projects for pressurized wastewater pipeline with length of 1 mile and diameter of at least 12 inches in the last three (3) years meeting all criteria above.

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AUTHORIZATION TO EXECUTE THE COASTAL DEVELOPMENT PERMIT AND STORM DRAIN EASEMENT AGREEMENT ISSUED BY THE SAN DIEGO UNIFIED PORT DISTRICT FOR THE THIRD, FOURTH, AND I AVENUE STORM DRAIN PROJECT

RECOMMENDATION: Authorize the City Manager (or designee) to execute the Coastal Development Permit and Storm Drain Easement Agreement issued by the San Diego Unified Port District for the Third, Fourth, and I Avenue Storm Drain project.

FISCAL IMPACT: None at this time. Ongoing maintenance of the outlet structure will likely be addressed by the Public Services and Engineering Department. The costs associated with the required monitoring of offshore eelgrass for a period of five years (and already included in the City’s adopted Mitigated Negative Declaration) have not yet been determined.

CITY COUNCIL AUTHORITY: Approval of a request to authorize the City to enter into an easement is an administrative decision not affecting a fundamental vested right. In any challenge to the approval or disapproval of license agreement, the courts will inquire whether the City has complied with applicable procedures and whether the City’s findings, if any, are supported by substantial evidence.

PUBLIC NOTICE: None.

BACKGROUND: The Third, Fourth, and I Avenue project proposes a new storm drain line within I Avenue between Fourth Street and the San Diego Bay. The proposed storm drain line would connect to an existing line at First Street that currently outlets into San Diego Bay. The existing outlet would be upsized from a 24-inch diameter to a 48-inch diameter to accommodate the increased flow. A portion of the storm drain line north of First Street (within Bay View Park) and the upsized outlet are within the San Diego Unified Port District (“Port District”) jurisdiction.

The City of Coronado adopted a Mitigated Negative Declaration for the project on July 21, 2015. The Port District is now considering the portion of the project within their jurisdiction for approval of a Coastal Development Permit as well as a new storm drain easement.

ANALYSIS: The Port District, acting as the Responsible Agency for the portion of the project within its jurisdiction, has reviewed the project and the Mitigated Negative Declaration adopted by the City. Using the City’s environmental documents, the Port District approved a non-appealable Coastal Development Permit as well as an easement for storm drain purposes, both of which include conditions of approval (Attachments 1 and 2). Before the Port District will issue a right-of-entry permit for the actual construction of the project, the City must execute the agreements for both the Coastal Development Permit and easement.

The mitigation requirements contained within the Coastal Development Permit match the proposed mitigation measures included in the City’s Mitigated Negative Declaration. The remaining conditions attached to both agreements are relatively typical for such documents and do not obligate the City to any additional costs or maintenance obligations beyond what is typically

expected for storm drain line and outlet maintenance. The more significant conditions are summarized as follows but are included in their entirety in the attachments to this report:

Coastal Development Permit

- Project shall include a low-flow diverter to mitigate water quality impacts.
- Project shall install sufficient riprap to mitigate potential erosion impacts and shall monitor adjacent eelgrass annually for a total of five years. If impacted, eelgrass mitigation must be provided by the City.
- Project shall remove 134 square feet of rubble along the beach to offset the increased amount of riprap to be placed by the project.

Easement Agreement

- The terms of the easement shall be in effect for 30 years.
- Storm drain improvements within the easement area are to be owned and maintained by the City.
- No construction or major repairs to facilities within the easement shall be made without prior notification to the Port (except for emergency repairs).
- The easement may be terminated by either party with 180 days of advanced notice; if terminated by the Port District the City must be given sufficient time to design and construct an alternative storm drain outlet.

As a result, it is recommended that the City accept the terms and execute both documents in order to obtain a right-of-entry permit.

ALTERNATIVE: The City Council may direct staff to not execute the agreement; however, doing so would likely result in the City’s inability to complete the project.

Submitted by Public Services & Engineering/Newton

- Attachments: 1. Coastal Development Permit*
2. Storm Drain Easement Agreement*

*Note: At the time the staff report was written the subject documents were scheduled to be considered by the Port District on June 15, 2016; final versions with dates, permit numbers, etc., were therefore not available and each document is labeled “draft.”

N:\All Departments\Staff Reports - Drafts\2016 Meetings\06-21 Meeting SR Due June 9\I Avenue Storm Drain - Port Agreement Authorization.docx

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



SAN DIEGO UNIFIED PORT DISTRICT
 Real Estate Development Department
 Development Services
 P.O. BOX 120488
 SAN DIEGO, CA 92112-0488
 (619) 686-6291
 Fax: (619) 686-6297

COASTAL DEVELOPMENT PERMIT

Applicant: Ed Walton
 City Engineer, Engineering and Capital Projects
 City of Coronado
 1825 Strand Way
 Coronado, CA 92118

Agent: Jim Newton
 Principal Engineer, Engineering and Capital Projects
 City of Coronado
 1825 Strand Way
 Coronado, CA 92118

Project: Third, Fourth, and I Avenue Storm Drain Rehabilitation Project

Location: I Avenue generally between First Street and San Diego Bay, Coronado, CA 92118

You are hereby granted a Coastal Development Permit. This permit is issued in conformance with the California Coastal Act of 1976 and the Coastal Permit Regulations of the San Diego Unified Port District, as adopted by the Board of Port Commissioners on July 1, 1980, Resolution No. 80-193, and as amended on December 2, 1980, Resolution No. 80-343, and on February 14, 1984, Resolution No. 84-62, in accordance with the provisions for the issuance of a [] Emergency [X] Non-Appealable [] Appealable Coastal Development Permit.

Date of Board Action: June 15, 2016

Board of Port Commissioners Resolution Number: 2016-XXX

Date of Permit: XXXX XX, 2016

Application Number: 2016-38

Permit Number: CDP-2016-XX

The project is located between the sea (as defined in the Coastal Act) and the first inland

continuous public road paralleling the sea. The project is fully consistent with Public Resources Code Sections 30604(c), 30210-30224, and the Coastal Act public access and recreation policies referenced therein.

This permit is limited to the development described below and set forth in material on file with the San Diego Unified Port District (District), and subject to the terms, conditions, and provisions hereinafter stated:

DEVELOPMENT

The Project Applicant, City of Coronado (City) (referred to herein as "Permittee"), proposes storm drain improvements, including construction of a new storm drain system, upsizing of an existing storm drain outfall, installation of a rock energy dissipater, and completion of mitigation (collectively, "Project") along I Avenue generally between First Street and San Diego Bay in the City within the District's jurisdiction (see Exhibits 1).

New 48-inch Storm Drain

The Project would install an approximately 25-foot-long section of a new 48-inch storm drain northeast of First Street within the District's jurisdiction. The new storm drain would intercept an existing 24-inch storm drain, which conveys flows from First Street, just southwest of the existing 24-inch storm drain outfall. Flows from both the new 48-inch and existing 24-inch storm drains would outlet into San Diego Bay via the outfall. A low-flow diverter would be installed within the new storm drain system that would divert low-flows to the sanitary sewer system instead of to the outfall (see Exhibit 2)

Upsized Storm Drain Outfall

The Project would upsize an existing storm drain outfall located within the District's jurisdiction. Currently, there is an existing 24-inch storm drain that conveys flows from First Street and outlets into San Diego Bay via an existing 24-inch outfall located at the northeast end of I Avenue. The outfall is bedded within the existing rip-rap revetment slope and discharges across the lower bank revetment and a rubble and sand apron to San Diego Bay. To handle the expanded peak flow capacity, the Project would upsize the existing outfall from 24 to 48 inches in the same location. The 24-inch storm drain that conveys flows from First Street would be connected to the new 48-inch outfall after the existing outfall is removed.

The upsized outfall would include an anchor collar and 8-foot-long at-grade grouted rip-rap bedding at the outlet. Also, a 16-foot-long energy dissipater (non-grouted rip-rap), designed in accordance with the San Diego Regional Standards, would be installed at the outlet of the outfall to reduce displacement of sands into eelgrass beds. This would result in an additional 134 square feet of rip-rap being placed onto intertidal flats within the District's jurisdiction. Exhibit 2 shows the proposed design and location of the upsized outfall

The outfall would be constructed from the landside using standard cut and cover construction methods. At the revetment slope, the relatively new revetment slope would be removed to the top of the slope to excavate and remove the existing 24-inch outfall, and the new 48-inch outfall would be placed in the same location. A geo-synthetic fabric would be placed around the new outfall, and the stockpiled revetment would be replaced in a manner that repairs the slope to pre-Project conditions around the new outfall.

Mitigation for Impacts to Intertidal Flats

To mitigate for impacts to intertidal flats within the District's jurisdiction, the Project would remove approximately 134 square feet of existing non-functioning rock rubble from an approximately 268-square-foot area located north of the outfall. This area is located directly adjacent to the water and would provide a potential area for the future expansion of eelgrass. Exhibit 2 shows the proposed mitigation area within the District's jurisdiction.

Alternatively, the Project would mitigate for impacts to intertidal flats by establishing eelgrass within the City's eelgrass mitigation site in Glorietta Bay at an area equal to the size of the new rock energy dissipater. Completion of eelgrass mitigation within the City's eelgrass mitigation site in Glorietta Bay is not covered by this permit since the site is not located within the District's jurisdiction.

Project construction is anticipated to begin in early 2017 and take approximately four months.

STANDARD PROVISIONS

1. Permittee shall adhere strictly to the current plans for the Project as approved by the District and the Project features, described above, for the Project.
2. Permittee shall notify the District of any changes in the Project and herein described. Notification shall be in writing and be delivered promptly to the District. District approval of the project change may be required prior to implementation of any changes.
3. Permittee and the Project shall meet all applicable codes, statutes, ordinances and regulations, and Permittee shall obtain all necessary permits from local, regional, state, and federal agencies.
4. Permittee shall conform to, and this permit is subject to, the permit rules and regulations of the District, including, but not limited to, the District's Coastal Development Permit Regulations.
5. Permittee shall be responsible for compliance with ADA and Title 24 specifications.
6. Permittee shall commence development within two (2) years following the date of the permit issuance by the District. Construction shall be pursued in a diligent manner and completed within a reasonable period of time.
7. The permit is in no way intended to affect the rights and obligations heretofore existing under private agreements nor to affect the existing regulations of other public bodies.
8. This permit shall not be valid unless two copies have been returned to the Real Estate Development Department-Development Services of the District, upon which copies the Permittee has signed a statement agreeing that the Permittee will abide by the terms, conditions, limitations, and provisions of the permit.

9. The Permittee and contractor shall perform all best management practices (BMPs) during construction and maintenance operations. This includes no pollutants in the discharges to storm drains or to Pacific Ocean, to the maximum extent practicable.
10. All District tidelands are regulated under Regional Water Quality Control Board Order No. R9-2013-0001, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109226, Waste Discharge Requirements for Discharges of Urban Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds Within the San Diego Region (Municipal Permit). The Municipal Permit prohibits any activities that could degrade stormwater quality.

The Permittee shall ensure that post-construction / operational use of this Project site complies with the Municipal Permit and District direction related to permitted activities including the requirements found in the District's Jurisdictional Runoff Management Program (JRMP). The JRMP is available on the District website: <https://www.portofsandiego.org/environment/clean-water> or by contacting the Planning & Green Port Department, (619) 686-6254.

11. This project may be subject to the District post-construction BMP requirements. If so, approval of the project by the District is necessarily conditioned upon submission by the Permittee of a project specific Stormwater Quality Management Plan (SWQMP) that meets District requirements and is compliant with the District BMP Design Manual (JRMP Appendix D). The Permittee shall implement all post-construction structural and non-structural BMPs throughout the life of the project.

The implementation and maintenance of the post-construction BMPs constitute regulatory obligations for the Permittee, and failure to comply with the Municipal Permit, the JRMP, or the District approved SWQMP, including the specific BMPs contained therein, may be considered a violation of the permit and a violation of District Code.

12. In the discretion of the District, prior to commencement of construction, Permittee may be required to require that their contractor(s) furnish security, naming the District as a dual obligee, in the form of a performance bond and a payment bond, each in an amount deemed appropriate by the District to guarantee payment of the subcontractors, completion of the approved work under this permit, and compliance with the conditions and limitations upon which such permit is granted. Prior to commencement of construction, Permittee may also be required by the District to furnish security in the form of a payment bond in an amount deemed appropriate by the District to guarantee payment to the contractor(s) for work performed under this permit.
13. By accepting this permit, Permittee acknowledges and agrees (a) that the project site may be subject to environmental conditions and hazards; (b) to assume the risks to the Permittee of injury and damage from such conditions in connection with the implementation of the project; (c) to unconditionally waive any claim of damage or liability against the District, its Board of Port Commissioners, officers, agents and employees ("District" for purposes of this condition) for injury or damage from such conditions to persons performing the work for which this permit is issued; (d) to defend, indemnify and hold harmless, and require that Permittee's contractor(s) engaged to perform the work on

the project defend, indemnify and hold harmless, the District from any claim, demand, liability, loss, action, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment arising out of, resulting from, or in any way related to the performance of the work by Permittee's contractor(s) for which this permit is issued, with the exception of any claim, action, damages, liability or costs arising or resulting from the project caused by the gross negligence or willful misconduct of the District; (e) to defend, indemnify and hold harmless the District from any claim, demand, liability, loss, action, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment arising out of, resulting from, or in any way related to the District's approval of the project, the granting of this permit, and the District's adoption of the Findings of the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting prepared by the City of Coronado; and (f) that Permittee will require Permittee's contractors to name the District as an additional insured on all policies of insurance, now in existence or to be obtained by them, for the work conducted pursuant to this permit.

14. Permittee acknowledges and agrees that: (a) it is the sole and exclusive responsibility of Permittee, and not the District, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with the project, shall comply with the requirements of California's prevailing wage laws (the "PWL"), to the extent such laws are applicable; and (b) it is the sole and exclusive responsibility of Permittee, and not the District, to determine whether the project is subject to the PWL by obtaining a determination by means that do not involve the District. If the project is determined to be subject to the PWL, Permittee shall comply with all applicable provisions of the PWL, and shall take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with the project shall likewise comply with all applicable provisions of the PWL.

Permittee further acknowledges and agrees that Permittee's failure to comply with all applicable provisions of the PWL, and/or their failure to take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with the project comply with all applicable provisions of the PWL, shall render Permittee, and not the District, liable for all remedies (inclusive of all applicable fines and penalties), afforded by law as a consequence of such non-compliance. Permittee expressly agrees to defend, indemnify and hold harmless the District, from any claim, demand, liability, loss, action, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment arising out of, resulting from, or in any way related to the PWL (collectively "PWL Claim") made against or incurred by the District in any capacity (including, without limitation, as a real party in interest), except for any PWL Claim arising out of the sole negligence or willful misconduct of the District.

15. The conditions of this permit are independent of, and in addition to, the obligations of the Permittee under any existing lease(s), Tidelands Use and Occupancy Permit(s), or other contractual agreement(s) with the District, and are binding upon Permittee and its agents, representatives, successors and permitted assigns.

SHORT TERM CONSTRUCTION MEASURES

1. To minimize noise during construction, the Permittee will require the construction contractor to (a) restrict normal construction activities from 7:00 am to 7:00 pm; (b) keep construction equipment as far as possible from sensitive receptors; and (c) provide acoustical shielding around equipment operating at night, from 10:00 pm to 7:00 am.
2. To minimize nuisance effects from lights or glare during construction, the Permittee will require the construction contractor to shield and direct night lighting away from adjacent areas.
3. All construction equipment shall be maintained in peak condition to reduce operational emissions.
4. Diesel equipment shall use low-sulfur diesel fuel.
5. Electric equipment shall be used to the maximum extent feasible during construction.
6. The Permittee shall require the construction contractor to provide construction employees with transit and ride share information.
7. The Permittee shall ensure that any site contamination is identified and a site restoration plan, acceptable to the appropriate regulatory agencies, is prepared and implemented to reduce any existing contamination to a level that has no potential to threaten employee or human health as defined under existing regulations. If any potential exists for impacts to employee health from exposure to hazardous materials, workers shall be provided with adequate protective gear.
8. The Permittee shall require all employees that are exposed to noise levels in excess of Occupational Safety and Health Administration hearing protection thresholds, during construction or operation, to wear noise protection devices (ear plugs and covers) that are protective of individual hearing.
9. Permittee and/or contractor shall comply with State Water Resources Control Board Order No. 2009-0009-DWQ (NPDES General Permit No. CAS000002), and Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (commonly known as the "Construction General Permit"), as adopted, amended, and/or modified. Construction activity subject to the Construction General Permit requires development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The Permittee and/or contractor are responsible for submitting to the District a SWPPP that is compliant with the Construction General Permit and District required minimum BMPs. The District requires the use of District SWPPP templates. Once approved, the SWPPP document shall be maintained on the construction site at all times and made available for review by the District or other regulatory agencies.

The Permittee and/or contractor is responsible for ensuring that the SWPPP document is maintained on the site, implemented, and amended as required throughout construction. No discharges of any material or waste, including potable water, wash water, dust, soil,

trash, and debris, may contaminate stormwater or enter the stormwater conveyance system. Any such material that inadvertently contaminates stormwater or enters the stormwater conveyance system as part of site operations shall be removed immediately. All unauthorized discharges to the stormwater conveyance system or the Bay or the ocean shall be reported immediately to the District Planning & Green Port Department, in order to address any regulatory permit requirements regarding spill notifications.

A project's total disturbed soil area (DSA) shall not exceed 5 acres during the rainy season (October 1 - April 30) and 17 acres during the non-rainy season (May 1 - September 30). The District may temporarily increase these limits if the individual site is in compliance with applicable stormwater regulations and the site has adequate control practices implemented to prevent stormwater pollution.

SPECIAL PROVISIONS

1. Permittee shall comply with all applicable Mitigation Monitoring and Reporting Program requirements (attached as Attachment A), as described in the "Third, Fourth, and I Avenue Storm Drain Rehabilitation Project" Final Initial Study/Mitigated Negative Declaration (SCH #2015101070, Clerk Document No. XXXXX), dated January 12, 2016, and adopted by Resolution No. 2016-XXX on June 15, 2016. The Mitigation Measures are provided in the following Special Provisions.
 - a. Project design measures, including installation of a low-flow diverter, have been incorporated into the Project and will be installed during the construction phase to reduce potential adverse effects on water quality. Further, additional energy dissipaters (rip-rap) will be installed in the area of the pipe outfall to increase the length of time that stormwater will flow over the extended rip-rap apron (from the pipe outfall to the edge of water) to decrease the velocity of flows, and ultimately, the potential for impacts on eelgrass habitat. (Design Measure HWQ-1)
 - b. Standard BMPs will be identified at the time the Storm Water Pollution Prevention Plan is prepared, and will be implemented during the construction phase to reduce potential Project effects on water quality. All BMPs will be implemented consistent with applicable federal, State, and local regulations pertaining to water quality. (Design Measure HWQ-2)
 - c. During the time revetment is off the slope, turbidity control shall be performed by limiting in-water construction of the drain placement work to periods of low tide. In the event that work is conducted only at low tides, the site shall be covered with a filtering geosynthetic fabric between work windows to control wave erosion on unprotected soils; retain fine sediments to the excavation area; and reduce turbidity release to the bay at high tides. If this is not feasible and in-water construction must be conducted at high tide, then a temporary turbidity curtain shall be deployed around the construction area to limit turbidity drift. The curtain shall extend from the riprap on either side of the work area around pipes set at the toe of the riprap such that no more than 500 square feet of projected Bay surface area at high tide is included in the curtained area. (Mitigation Measure BIO-1)

- d. Placement of the rock dissipater apron onto intertidal flats expands the intertidal rock by approximately 134 square feet and is accompanied by the removal of a similar area of non-functional rubble from the flats at the site such that there is no net increase in hardened area associated with the Project. To mitigate impacts of the dissipater on the flats, one of two measures shall be undertaken, as follows:
- i. the City shall request from the District approval of a waiver of BPC Policy No. 735 to allow for the removal of approximately 134 square feet of non-functional rubble from the intertidal flats within the District's jurisdiction to mitigate for impacts to intertidal flats caused by the new outfall dissipater apron, and the City shall document the effective removal and non-recurrence of non-functional rubble from within the balancing rubble removal area associated with the Project. The removal area shall be demonstrated to be free of new rubble migration into the site for a period of 5 years following drain installation through the documentation of site conditions on an annual basis. The City shall submit the rubble monitoring results to the District for review on an annual basis. This mitigation option would be deemed satisfied if it is demonstrated that an area of non-function rubble equal to the area of the drain apron has been removed and kept free of rubble for a period of 5 years; or,
 - ii. eelgrass shall be established within the City's eelgrass mitigation site in Glorietta Bay at an area equal to the size of the new energy dissipater. Under this mitigation option, the City shall not be required to monitor the rubble removal area to determine the long-term effectiveness of rubble removals and mitigation shall be deemed completed after eelgrass has been determined to be successfully established as acceptable to the District, Corps of Engineers, and National Marine Fisheries Service. Completion of eelgrass mitigation within the City's eelgrass mitigation site in Glorietta Bay is not covered by this permit since the site is not located within the District's jurisdiction. (Mitigation Measure BIO-2)
- e. The Project shall conform to the survey requirements of the Southern California Eelgrass Mitigation Policy (SCEMP) (NMFS 1991, revision 11) or recently adopted California Eelgrass Mitigation Policy (CEMP) (NOAA Fisheries 2014) as may be applied. In southern California, these two policies do not differ substantially. In accordance with SCEMP and CEMP requirements, a preconstruction eelgrass survey shall be completed by a qualified biologist within 60 days prior to initiation of construction activities at the Project site. This survey shall include both area and density characterization of the eelgrass bed downstream of the proposed storm drain outfall. Within 30 days following Project completion, a post-construction survey shall be performed by a qualified biologist to quantify any unanticipated losses to eelgrass habitat. The City shall submit both pre- and post-construction survey results to the District for review. Construction impacts shall then be determined from a comparison of pre- and post-construction survey results. Impacts to eelgrass, if any, shall be mitigated in accordance with the SCEMP and CEMP through implementation of Project design elements as follows:

- i. situation of the upsized drain outfall at the location of the existing outfall and pulling the discharge point shoreward by two feet;
- ii. installation of a low-flow interceptor system to reduce the frequency of small drainage events reaching the Bay through the storm drain; and,
- iii. expansion of the drain apron to account for the larger discharge volume and rates, while removing non-functional revetment located in the rubble/sand slope area to the north of the proposed storm drain pipe outlet upgrade to provide a potential area for future expansion of eel grass. (Mitigation Measure BIO-3)

Implementation of post-construction mitigation, including the Project design elements identified above, is not covered by this permit. Permittee shall immediately notify the District of any changes in the Project as described herein, including modifications as a result of Special Provision 6 of this permit. Permittee shall apply for amended and/or new approvals, including, but not limited to, Tenant Project Review, Coastal Development Permit, easement, and/or Right of Entry Permit, for all components of the Project that require modifications.

- f. Because the Project retains the potential to result in long-term impacts to the adjacent eelgrass bed (downstream of the proposed storm drain outfall) associated with drainage discharges from the upsized outfall, this bed shall be monitored for five years following construction to assess any adverse changes that may occur to eelgrass as shown on Exhibit 3. Post-construction monitoring has been applied to realignment of storm drain discharge flows to San Diego Bay from the San Diego Regional Airport (Lindbergh Field) and provides a good structure for assessing potential long-term impacts. The monitoring program shall include annual surveys to examine changes in the existing eelgrass bed from storm drain discharges as compared to pre-Project conditions. Pre-Project conditions would include present and prior eelgrass distributions from San Diego Bay baseline surveys to account for normal variability. The results of these annual post-construction surveys shall be compared to preconstruction data to determine if there is a difference in eelgrass bed area within the study area between pre- and post-Project conditions. In the event there has been a decline in eelgrass, the difference between pre- and (five year average) post-Project conditions would define the impact extent and establish an eelgrass mitigation requirement for the Project. The City shall submit the results of the annual post-construction surveys to the District for review. If adverse impacts are determined to have occurred as a result of the Project, such impacts shall be mitigated in accordance with the SCEMP and CEMP through one-time replacement of eelgrass losses at a mitigation site outside of the District's jurisdiction in Glorietta Bay, offshore of Glorietta Bay Park, which has been established previously for mitigation of City of Coronado eelgrass impacts. The eelgrass mitigation site within Glorietta Bay was established for the Glorietta Bay Marina project to meet a mitigation need of 567 square meters of eelgrass impact. Due to site design, characteristics, the mitigation site capacity supports a minimum of 1,814 square meters of additional eelgrass mitigation potential. As a result of the size of the available mitigation area, and in the unlikely event that the existing 80

square meter delta eelgrass impact area resulting from ongoing storm drain flows may increase by many times due to the proposed Project, the compensatory mitigation area available to offset project impacts is of adequate size to absorb the additional mitigation need. If long-term impacts to eelgrass are determine to have occurred, the City shall submit documentation of the one-time replacement of eelgrass losses within Glorietta Bay to the District. Completion of eelgrass mitigation within the City's eelgrass mitigation site in Glorietta Bay is not covered by this permit. (Mitigation Measure BIO-4)

- g. In the event that buried historic, archaeological, and paleontological resources and/or human remains are discovered during construction or excavation activities along I Avenue and/or within Bay View Park, all operations shall cease within 50 feet of the find and a qualified archaeologist shall be consulted to determine whether the resource requires further study. The City shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If unknown cultural resources are discovered during construction of the Project, the qualified archaeologist shall make recommendations concerning appropriate measures that will be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the California Environmental Quality Act (CEQA) Guidelines. Cultural resources may consist of, but are not limited to, stone, wood, or shell artifacts; structural remains; privies; or historic dumpsites. Any previously undiscovered resources found during construction within the Project area shall be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria. Work in the area of the discovery shall not resume until permission is received from the City of Coronado.

Standards for Discovery of Human Remains

Standard procedures for recording and treating human remains shall occur in accordance with applicable laws, regulations, and guidelines. In-place preservation and protection from further disturbance shall always be the preferred approach. If human remains are discovered, work in the immediate vicinity shall stop until the San Diego County coroner can determine whether the remains are those of a Native American. If they are those of a Native American, the following would apply:

- The coroner shall contact the Native American Heritage Commission.
- If released by the coroner, these remains shall be left in situ and covered by fabric or other temporary barriers.
- The human remains shall be protected until San Diego County Coroner and the Native American Heritage Commission come to a decision on the final disposition of the remains.

According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052). (Mitigation Measure CR-1)

Exhibits:

- 1. Regional/Vicinity Location Map
- 2. Project Improvement Plans
- 3. Marine Resources Map

Attachments:

- A. Mitigation Monitoring and Reporting Program

If you have any questions on this permit, please contact the Real Estate Development Department-Development Services of the San Diego Unified Port District at (619) 686-6291.

RANDA CONIGLIO
President/Chief Executive Officer

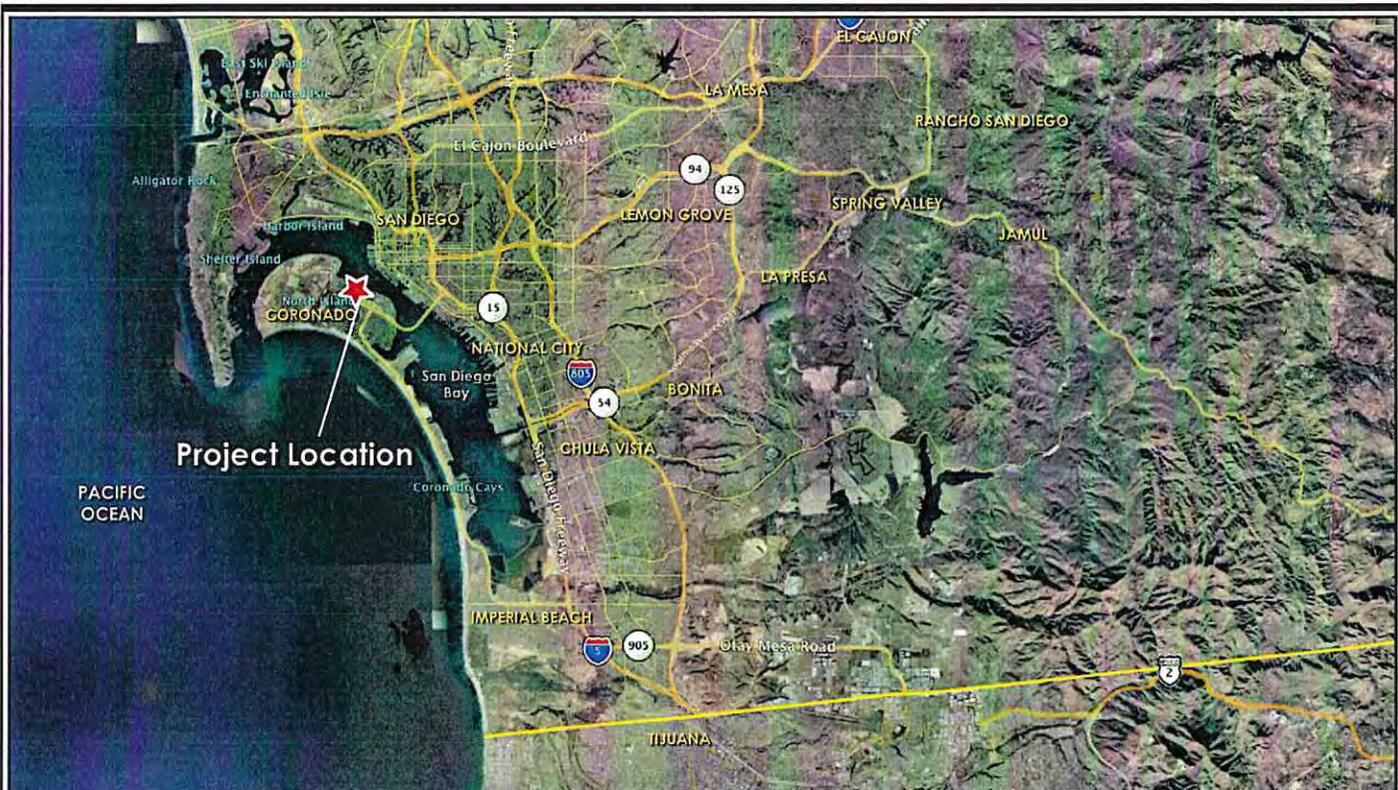
By: _____
SHAUN D. SUMNER
Assistant Vice President, Real Estate Development

I have read and understand the terms, conditions, limitations, and provisions of this permit and agree to abide by them.

Signature of Permittee
ED WALTON
City Engineer, Engineering and Capital Projects
City of Coronado

Date

Exhibit 1



Regional Context Map

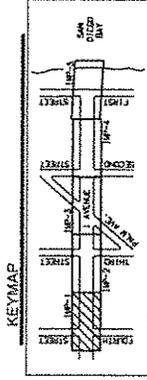
SOURCE: Google Earth 2007.



Local Context Map

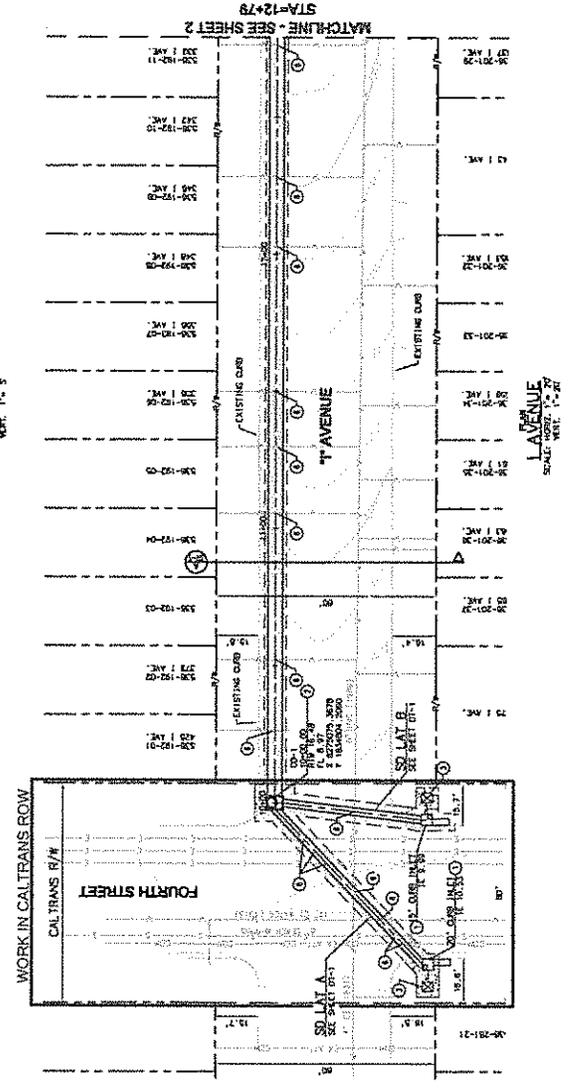
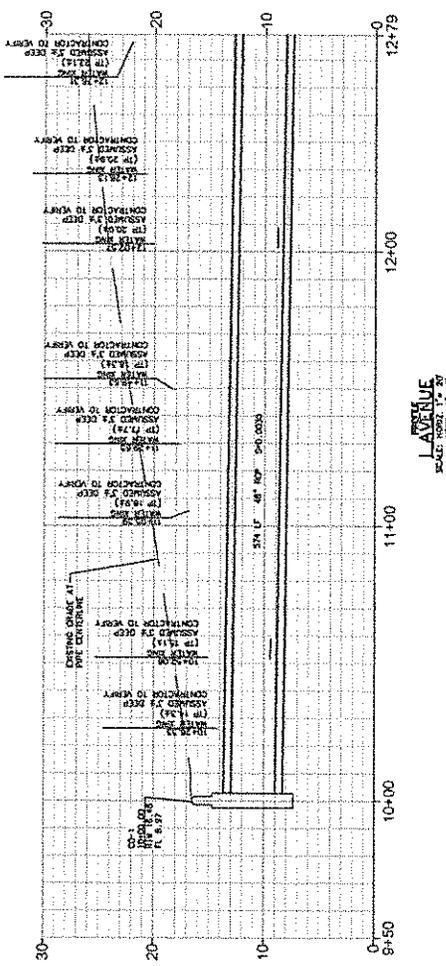
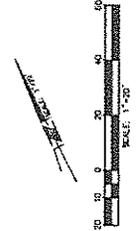
SOURCE: Eagle Aerial, 2011.

- UTILITY CONSTRUCTION NOTES**
- 1. INSTALL CURB INLET PER DETAIL D-2 ON SHEET D-1-3
 - 2. INSTALL 30" DIA. CATCH BASIN PER DETAIL D-2 ON SHEET D-1-3
 - 3. INSTALL 18" TYP. CATCH BASIN PER DETAIL D-2 ON SHEET D-1-3
 - 4. EXISTING UTILITY DEPTHS, COORDINATE RELOCATION WITH CITY AND UTILITIES AGENCIES AS REQUIRED.



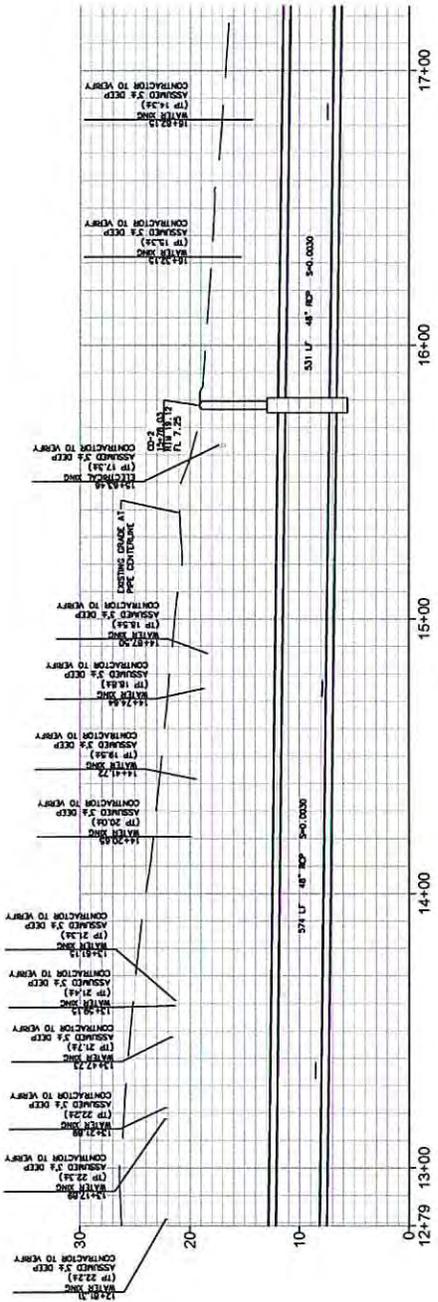
NOTE TO CONTRACTOR

1. CONTRACTOR TO VERIFY LOCATION OF POINT OF CONNECTION TO EXISTING UTILITY SYSTEMS AND NOTIFY AGENCIES OF ANY DEVIATION FROM PLAN.
2. CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT TO BE DISTURBED BY CONSTRUCTION ACTIVITIES.
3. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY CITY ENGINEER IF TRUCK TRAILING IS REQUIRED.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PUBLIC UTILITIES AND STRUCTURES TO PRIVATE DRIVEWAYS FOR PRODUCT DELIVERY.



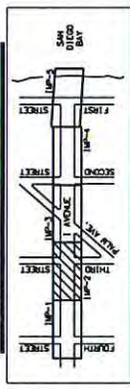
Improvement Plans
1 Avenue Storm Drain Rehabilitation Project
 Coronado, CA

Figure 4A

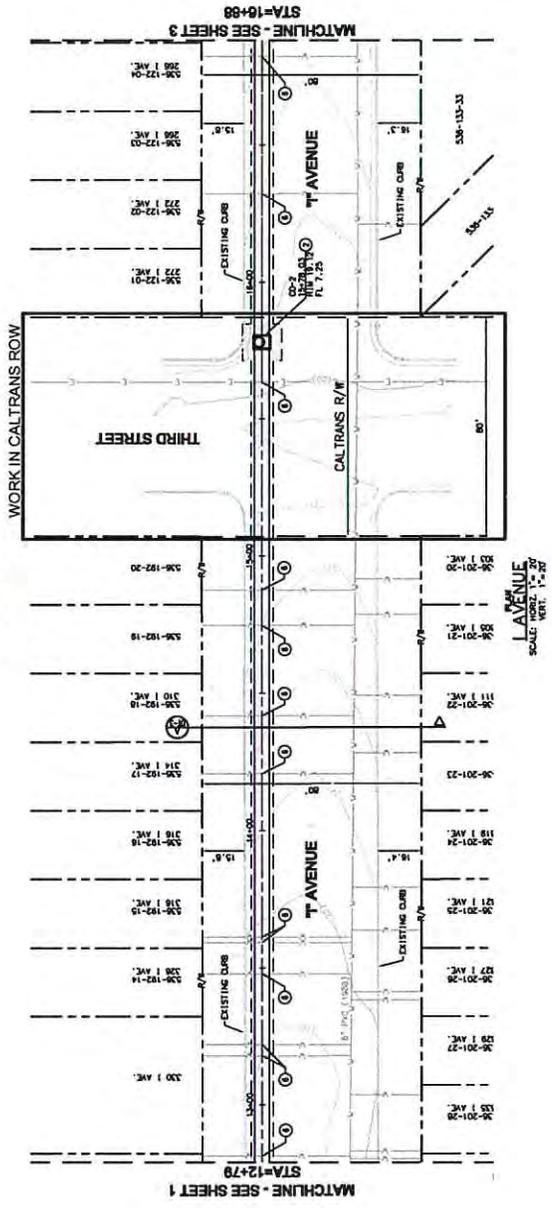
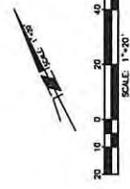


UTILITY CONSTRUCTION NOTES
 ① INSTALL STORM DRAIN CLEANOUT PER 9-9/01-3.
 ② EXISTING UTILITY CROSSING

KEYMAP



NOTE TO CONTRACTOR
 1. CONTRACTOR TO VERIFY LOCATION OF POINT OF CONNECTION FOR ALL NET UTILITIES PRIOR TO CONSTRUCTION AND MUST NOTIFY ENGINEER OF ANY DEVIATION PRIOR POB.
 2. CONTRACTOR SHALL SALVAGE AND REPLACE ALL EXISTING UTILITIES AND MAKE MARKINGS DISTURBED BY CONSTRUCTION ACTIVITIES.
 3. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY CITY ENGINEER BY THEE. RETAINING IS REQUIRED.
 4. CONTRACTOR TO PROVIDE NOTICE AND ACCESS TO PRIVATE DRIVEWAYS PER PROJECT CONDITIONS.



L AVENUE
 SCALE: HORIZ. 1"=5'
 VERT. 1"=5'

L AVENUE
 SCALE: HORIZ. 1"=20'
 VERT. 1"=20'

Improvement Plans

I Avenue Storm Drain Rehabilitation Project

Coronado, CA

Michael Baker
 INTERNATIONAL

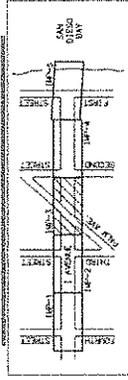
Source: RBF Consulting, Engineer of Work, 08/12/12
 25105072 Exhibits.indd

Figure 4B

UTILITY CONSTRUCTION NOTES
 ① EXISTING UTILITY CROSSING

NO WORK IN CALTRANS ROW ON THIS SHEET

KEYMAP



NOTE TO CONTRACTOR
 1. CONTRACTOR TO VERIFY LOCATION OF POINT OF CONNECTION FOR ALL NEW UTILITIES PRIOR TO CONSTRUCTION. ALL NEW UTILITIES MUST BE INSTALLED AT THE DESIGNATED POINT OF CONNECTION.
 2. CONTRACTOR SHALL VERIFY AND REMOVE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. ALL EXISTING UTILITIES SHALL BE PROTECTED BY CONSTRUCTION ACTIVITIES.
 3. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY CITY ENGINEER IF THEE REMOVAL IS REQUIRED.
 4. CONTRACTOR TO PROVIDE ACCESS AND ACCESS RESTRICTIONS TO ALL EXISTING UTILITIES AND TO PROVIDE THE NECESSARY SIGNAGE AND BARRIERS.

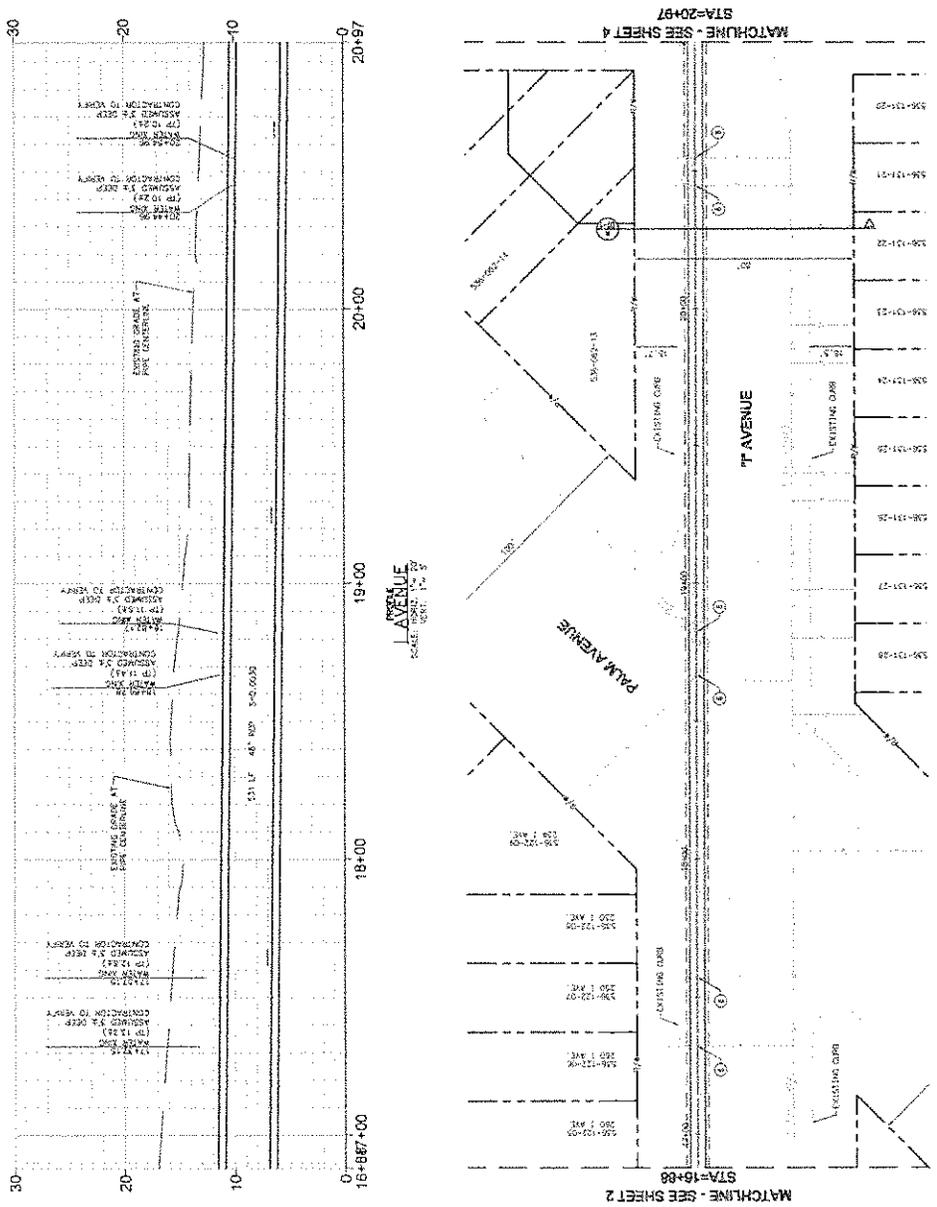
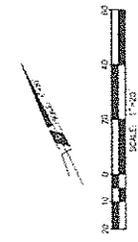


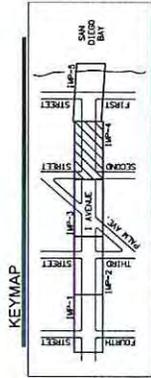
Figure 4C

Improvement Plans
I Avenue Storm Drain Rehabilitation Project
 Coronado, CA

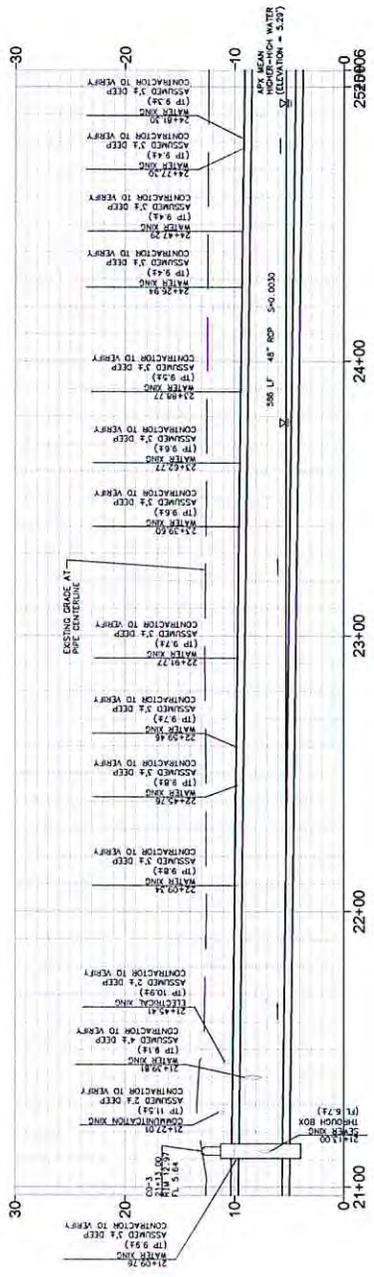
Michael Baker INTERNATIONAL
 Source: RBF Consulting, Engineer of Work, (06/17/12)
 25105072 E:\clients.mdb

- UTILITY CONSTRUCTION NOTES**
- ① INSTALL STORM DRAIN CLEANSOUT PER D-9/01-3
 - ② EXISTING UTILITY CROSSING
 - ③ PREP SEWER THROUGH CLEANSOUT PER DET E/01-2

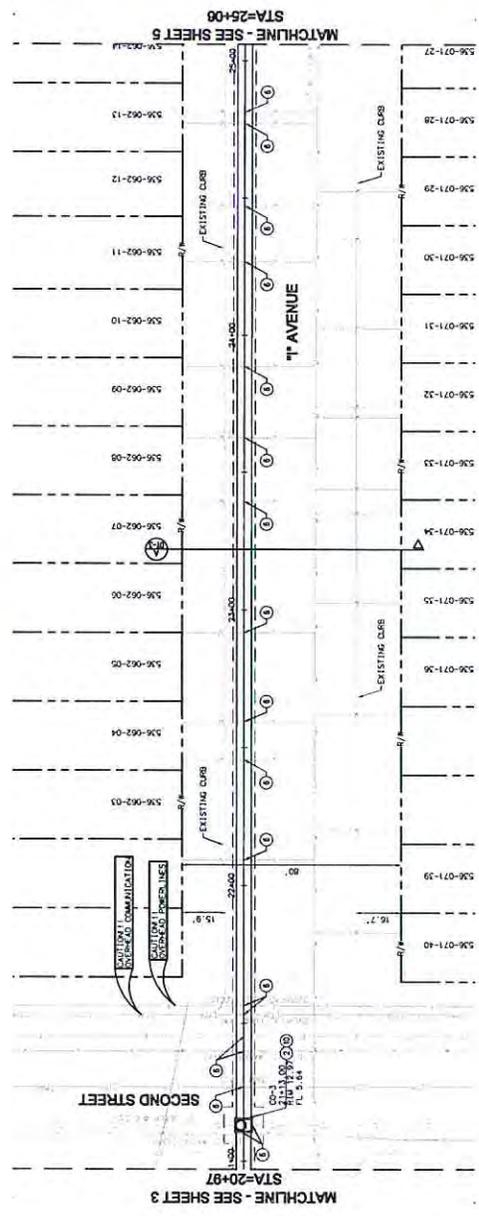
NO WORK IN CALTRANS ROW ON THIS SHEET



- NOTE TO CONTRACTOR**
1. CONTRACTOR TO VERIFY LOCATION OF POINT OF CONNECTION FOR ALL UTILITIES PRIOR TO CONSTRUCTION AND MUST NOTIFY OWNER OF ANY BEHAVIOR FROM PLAN.
 2. CONTRACTOR SHALL SALVAGE AND REPLACE ALL EXISTING UTILITIES. LANE MARKINGS DISBURSED BY CONSTRUCTION ACTIVITIES. CITY ENGINEER IF TREE TRIMMING IS REQUIRED.
 3. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY CITY ENGINEER IF TREE TRIMMING IS REQUIRED.
 4. CONTRACTOR TO PROVIDE NOTICE AND ACCESS TO PRIVATE DRIVEWAYS PER PROJECT CONDITIONS.



I AVENUE
SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'



I AVENUE
SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'

Improvement Plans

I Avenue Storm Drain Rehabilitation Project

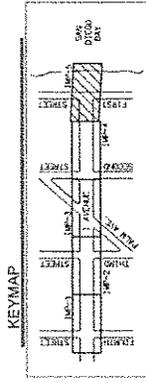
Coronado, CA

Michael Baker INTERNATIONAL
Source: RBF Consulting, Engineer of Work, 09/2/12
25105072 E.tblha.indd

Figure 4D

- UTILITY CONSTRUCTION NOTES**
1. INSTALL STORM DRAIN CLEANOUT PER SPEC 201-2.3
 2. INSTALL STORM DRAIN CLEANOUT WITH 6" W/4" W/4" RAMP
 3. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
 4. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
 5. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
 6. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
 7. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
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 11. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
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 16. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
 17. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
 18. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
 19. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP
 20. INSTALL 4" DIA. 10' CLEANOUT WITH 6" W/4" RAMP

NO WORK IN CALTRANS ROW ON THIS SHEET



NOTE TO CONTRACTOR

1. CONTRACTOR TO VERIFY LOCATION OF POINTS OF CONNECTION TO EXISTING UTILITY SYSTEMS AND MAKE NECESSARY ADJUSTMENTS TO THE DESIGN.
2. CONTRACTOR SHALL VERIFY AND REPAIR ALL EXISTING UTILITY SYSTEMS BEFORE ANY CONSTRUCTION ACTIVITIES.
3. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY CITY ENGINEER IF TREE REMOVAL IS REQUIRED.
4. CONTRACTOR TO PROVIDE NOTICES AND ASSESSMENTS TO PRIVATE CONTRACTORS FOR PROJECT EXISTING UTILITIES.

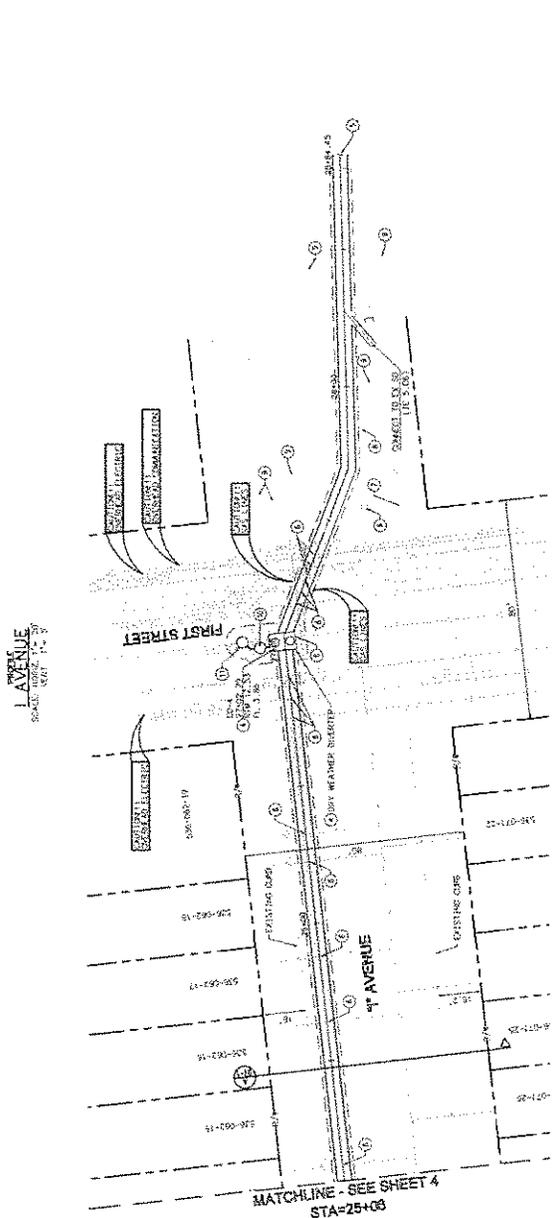
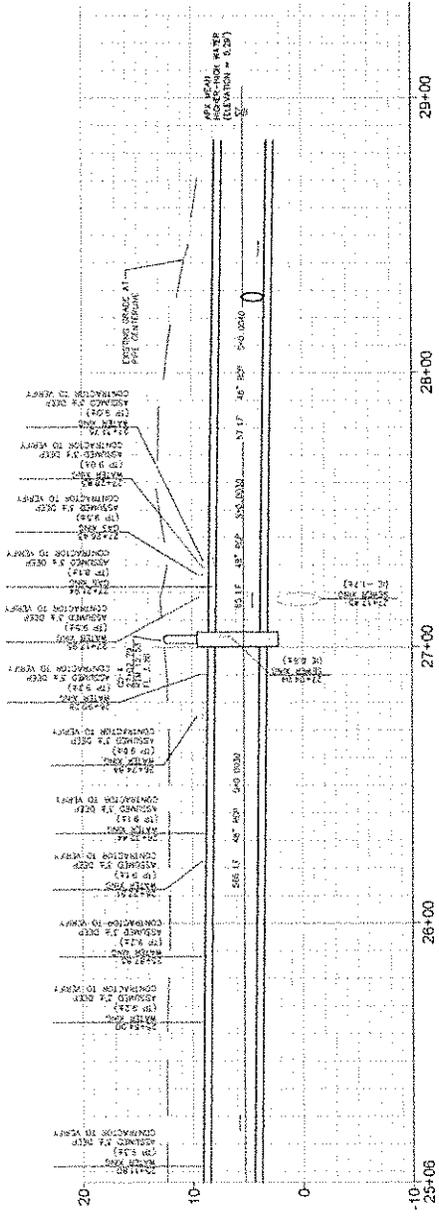
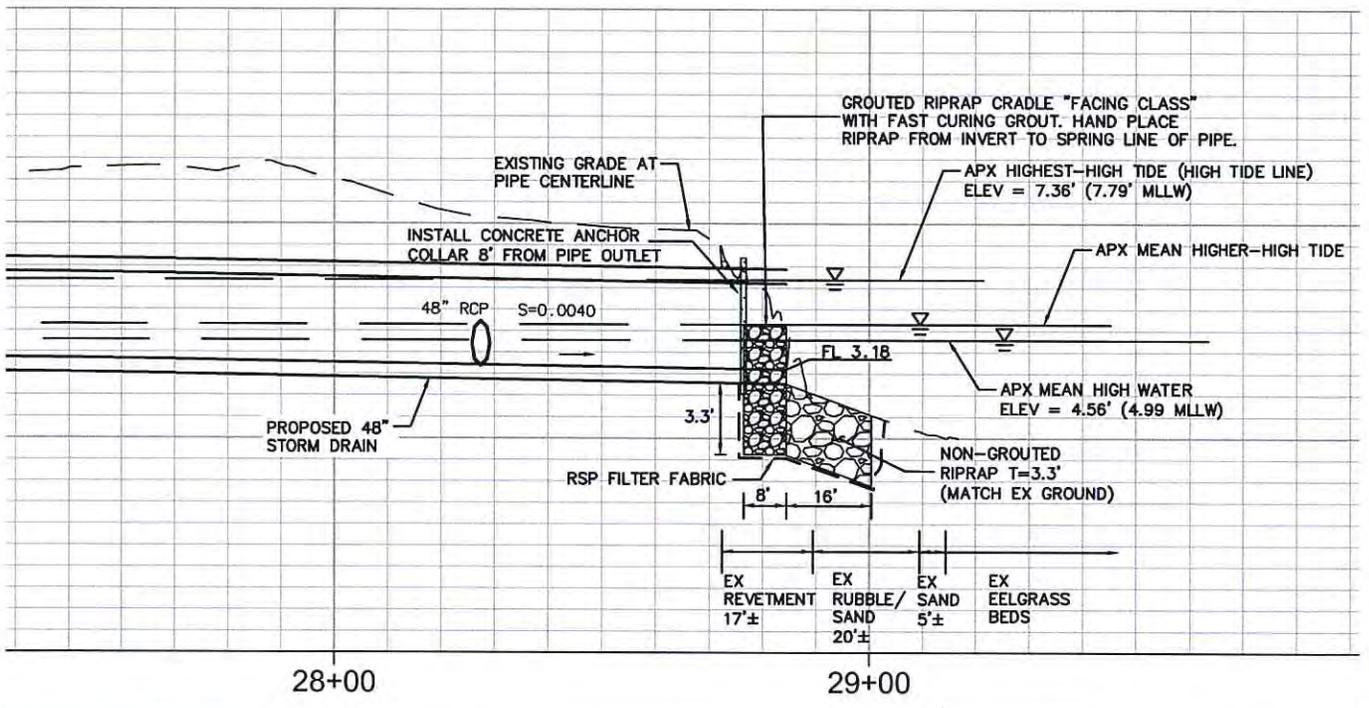
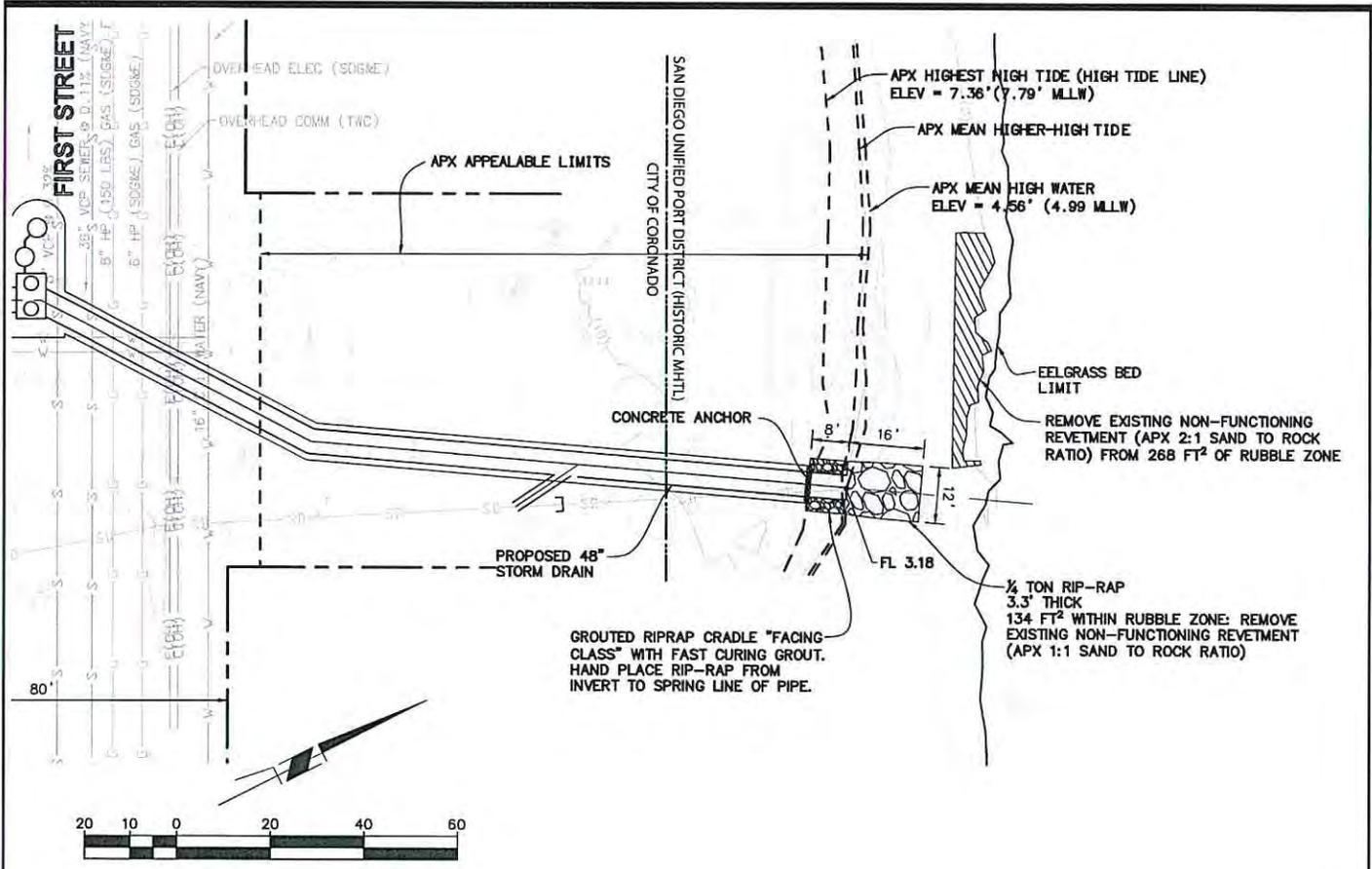
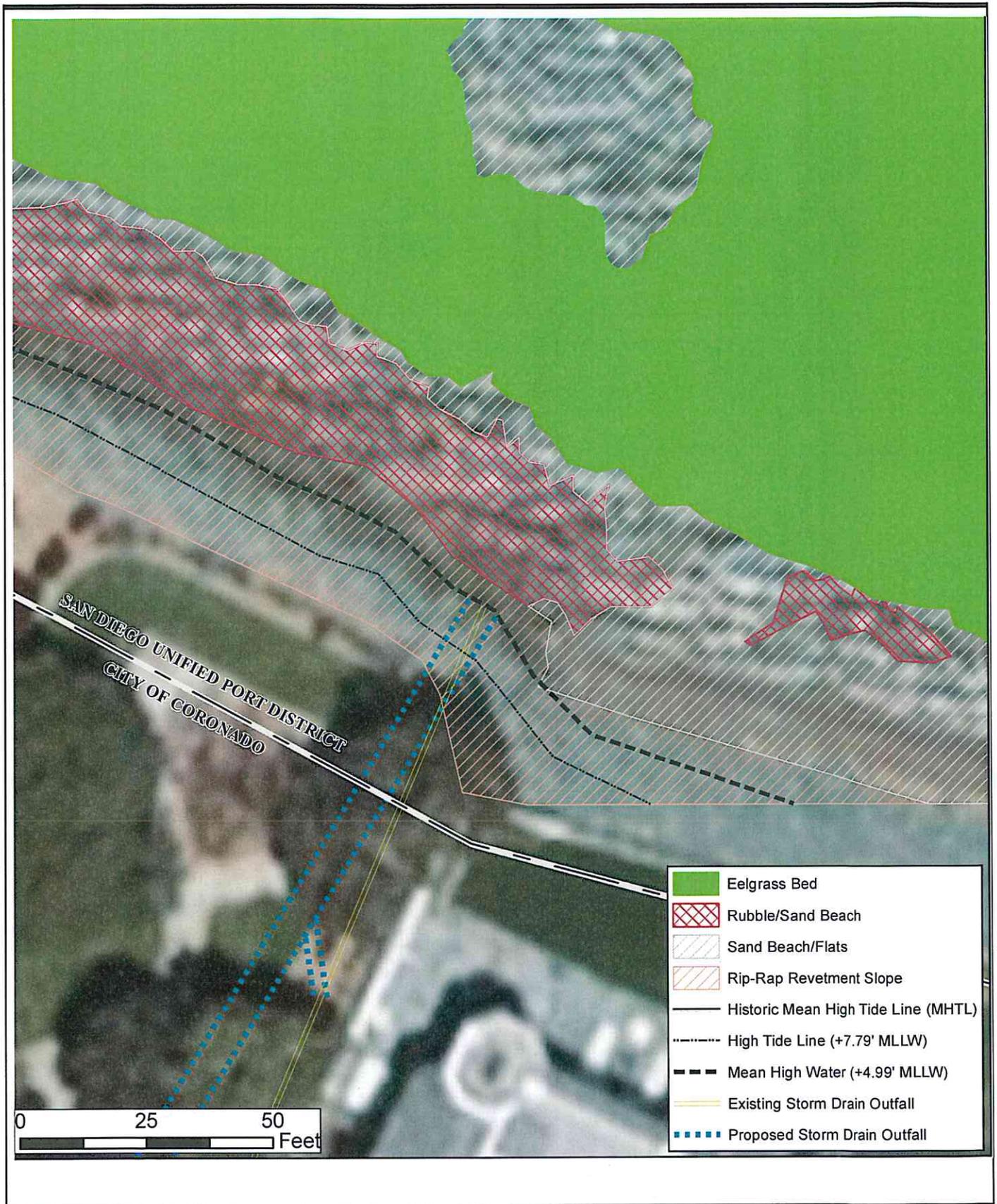


Figure 4E

Improvement Plans
I Avenue Storm Drain Rehabilitation Project
Coronado, CA

Michael Baker
INTERNATIONAL
 Source: RBP Consulting, Engineer of Work, 08/12/12
 20105602 E:nhility.mxd





PROJECT MITIGATION AND DESIGN MEASURES				
Issue Area	Mitigation and Design Measures	Implementation Timing	Responsible Monitoring Party ⁵	Monitoring/Reporting Method
Hydrology/ Water Quality	<p>HWQ-1: Project design measures, including installation of a low-flow diverter, have been incorporated into the Project and will be installed during the construction phase to reduce potential adverse effects on water quality.</p> <p>Further, additional energy dissipaters (rip-rap) will be installed in the area of the pipe outfall to increase the length of time that stormwater will flow over the extended rip-rap apron (from the pipe outfall to the edge of water) to decrease the velocity of flows, and ultimately, the potential for impacts on eelgrass habitat.</p>	During Project design phase; Prior to issuance of grading permit; During construction	City Engineering Department; Project Contractor	Compliance with Project Conditions of Approval.
Hydrology/ Water Quality	<p>HWQ-2: Standard BMPs will be identified at the time the Storm Water Pollution Prevention Plan is prepared, and will be implemented during the construction phase to reduce potential Project effects on water quality. All BMPs will be implemented consistent with applicable federal, State, and local regulations pertaining to water quality.</p>	During Project design phase; Prior to issuance of grading permit; During construction	City Engineering Department; Project Contractor	Compliance with Project Conditions of Approval.
Biological Resources	<p>BIO-1: During the time revetment is off the slope, turbidity control shall be performed by limiting in-water construction of the drain placement work to periods of low tide. In the event that work is conducted only at low tides, the site shall be covered with a filtering geosynthetic fabric between work windows to control wave erosion on unprotected soils; retain fine sediments to the excavation area; and reduce turbidity release to the bay at high tides. If this is not feasible and in-water construction must be conducted at high tide, then a temporary turbidity curtain shall be deployed around the construction area to limit turbidity drift. The curtain shall extend</p>	Site-Specific Environmental Review; During construction	City Engineering Department; Project Contractor	Compliance with Project Conditions of Approval.

⁵ All agencies are City of Coronado Departments/Divisions unless otherwise noted.

PROJECT MITIGATION AND DESIGN MEASURES				
Issue Area	Mitigation and Design Measures	Implementation Timing	Responsible Monitoring Party ⁵	Monitoring/Reporting Method
	<p>from the riprap on either side of the work area around pipes set at the toe of the riprap such that no more than 500 square feet of projected Bay surface area at high tide is included in the curtailed area.</p>			
Biological Resources	<p>BIO-2: Placement of the rock dissipater apron onto intertidal flats expands the intertidal rock by approximately 134 square feet and is accompanied by the removal of a similar area of non-functional rubble from the flats at the site such that there is no net increase in hardened area associated with the Project. To mitigate impacts of the dissipater on the flats, one of two measures shall be undertaken, as follows:</p> <ol style="list-style-type: none"> i. the City shall request from the San Diego Unified Port District (SDUPD) approval of a waiver of Board Policy 735 to allow for the removal of approximately 134 square feet of non-functional rubble from the intertidal flats within Port jurisdiction to mitigate for impacts to intertidal flats caused by the new outfall dissipater apron, and the City shall document the effective removal and non-recurrence of non-functional rubble from within the balancing rubble removal area associated with the Project. The removal area shall be demonstrated to be free of new rubble migration into the site for a period of 5 years following drain installation through the documentation of site conditions on an annual basis. The City shall submit the rubble monitoring results to the SDUPD for review on an annual basis. This mitigation option would be deemed satisfied if it is demonstrated that an area of non-function rubble equal to the area of the 	<p>Site-Specific Environmental Review; During construction; Post-construction</p>	<p>City Engineering Department; Project Contractor</p> <p>Registered Professional Biologist</p>	<p>Compliance with Project Conditions of Approval</p>

PROJECT MITIGATION AND DESIGN MEASURES

Issue Area	Mitigation and Design Measures	Implementation Timing	Responsible Monitoring Party ⁵	Monitoring/Reporting Method
	<p>drain apron has been removed and kept free of rubble for a period of 5 years; or, eelgrass shall be established within the City's eelgrass mitigation site in Glorietta Bay at an area equal to the size of the new energy dissipater. Under this mitigation option, the City shall not be required to monitor the rubble removal area to determine the long-term effectiveness of rubble removals and mitigation shall be deemed completed after eelgrass has been determined to be successfully established as acceptable to the Port, Corps of Engineers, and National Marine Fisheries Service.</p> <p>ii.</p>			
<p>Biological Resources</p>	<p>BIO-3: The Project shall conform to the survey requirements of the Southern California Eelgrass Mitigation Policy (SCEMP) (NMFS 1991, revision 11) or recently adopted California Eelgrass Mitigation Policy (CEMP) (NOAA Fisheries 2014) as may be applied. In southern California these two policies do not differ substantially. In accordance with SCEMP and CEMP requirements, a pre-construction eelgrass survey shall be completed by a qualified biologist within 60 days prior to initiation of construction activities at the Project site. This survey shall include both area and density characterization of the eelgrass bed downstream of the proposed storm drain outfall. Within 30 days following Project completion, a post-construction survey shall be performed by a qualified biologist to quantify any unanticipated losses to eelgrass habitat. The City shall submit both pre- and post-construction survey results to the SDUPD for review. Construction impacts shall then be determined from a comparison of pre- and post-construction survey</p>	<p>Site-Specific Environmental Review; During construction; Post-construction</p>	<p>City Engineering Department; Project Contractor</p> <p>Registered Professional Biologist</p>	<p>Compliance with Project Conditions of Approval.</p>

PROJECT MITIGATION AND DESIGN MEASURES				
Issue Area	Mitigation and Design Measures	Implementation Timing	Responsible Monitoring Party ^s	Monitoring/Reporting Method
	<p>results. Impacts to eelgrass, if any, shall be mitigated in accordance with the SCEMP and CEMP through implementation of Project design elements (refer to Section 8, Project Description. of this IS Checklist) as follows:</p> <ul style="list-style-type: none"> i. situation of the upsized drain outfall at the location of the existing outfall and pulling the discharge point shoreward by two feet; ii. installation of a low-flow interceptor system to reduce the frequency of small drainage events reaching the Bay through the storm drain; and, iii. expansion of the drain apron to account for the larger discharge volume and rates, while removing non-functional revetment located in the rubble/sand slope area to the north of the proposed storm drain pipe outlet upgrade (Figure 5) to provide a potential area for future expansion of eel grass. 			
Biological Resources	<p>BIO-4: Because the Project retains the potential to result in long-term impacts to the adjacent eelgrass bed (downstream of the proposed storm drain outfall) associated with drainage discharges from the upsized outfall, this bed shall be monitored for five years following construction to assess any adverse changes that may occur to eelgrass as shown on Figure 6. Post-construction monitoring has been applied to realignment of storm drain discharge flows to San Diego Bay from the San Diego Regional Airport (Lindbergh Field) and provides a good structure for assessing potential long-term impacts. The monitoring program shall include annual surveys to examine changes in the existing eelgrass bed from storm drain discharges as compared to pre-Project conditions. Pre-Project conditions would include</p>	<p>Site-Specific Environmental Review; Post-construction</p>	<p>City Engineering Department; Project Contractor Registered Professional Biologist</p>	<p>Compliance with Project Conditions of Approval.</p>

PROJECT MITIGATION AND DESIGN MEASURES

Issue Area	Mitigation and Design Measures	Implementation Timing	Responsible Monitoring Party ^s	Monitoring/Reporting Method
	<p>present and prior eelgrass distributions from San Diego Bay baseline surveys to account for normal variability. The results of these annual post-construction surveys shall be compared to pre-construction data to determine if there is a difference in eelgrass bed area within the study area between pre- and post-Project conditions. In the event there has been a decline in eelgrass, the difference between pre- and (five year average) post-Project conditions would define the impact extent and establish an eelgrass mitigation requirement for the Project. The City shall submit the results of the annual post-construction surveys to the SDUPD for review.</p> <p>If adverse impacts are determined to have occurred as a result of the Project, such impacts shall be mitigated in accordance with the SCEMP and CEMP through one-time replacement of eelgrass losses at a mitigation site outside of Port jurisdiction in Glorietta Bay, offshore of Glorietta Bay Park, which has been established previously for mitigation of City of Coronado eelgrass impacts. The eelgrass mitigation site within Glorietta Bay was established for the Glorietta Bay Marina project to meet a mitigation need of 567 square meters of eelgrass impact. Due to site design, characteristics, the mitigation site capacity supports a minimum of 1,814 square meters of additional eelgrass mitigation potential. As a result of the size of the available mitigation area, and in the unlikely event that the existing 80 square meter delta eelgrass impact area resulting from ongoing storm drain flows may increase by many times due to the proposed Project, the compensatory mitigation area available to offset project impacts is of adequate size to absorb the additional mitigation need. If long-term impacts to eelgrass are determined to have occurred, the City</p>			

PROJECT MITIGATION AND DESIGN MEASURES				
Issue Area	Mitigation and Design Measures	Implementation Timing	Responsible Monitoring Party ^s	Monitoring/Reporting Method
	shall submit documentation of the one-time replacement of eelgrass losses within Glorietta Bay to the SDCPD.			
Cultural Resources	<p>CR-1: In the event that buried historic, archaeological, and paleontological resources and/or human remains are discovered during construction or excavation activities along I Avenue and/or within Bay View Park, all operations shall cease within 50 feet of the find and a qualified archaeologist shall be consulted to determine whether the resource requires further study. The City shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If unknown cultural resources are discovered during construction of the Project, the qualified archaeologist shall make recommendations concerning appropriate measures that will be implemented to protect the resources, including but not limited to excavation and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Cultural resources may consist of, but are not limited to, stone, wood, or shell artifacts; structural remains; privies; or historic dumpsites. Any previously undiscovered resources found during construction within the Project area shall be recorded on appropriate Department of Parks and Recreation (DPR) 523 forms and evaluated for significance in terms of CEQA criteria. Work in the area of the discovery shall not resume until permission is received from the City of Coronado.</p> <p><i>Standards for Discovery of Human Remains</i></p> <p>Standard procedures for recording and treating human remains shall occur in accordance with applicable laws, regulations, and guidelines. In-place preservation and protection from further disturbance</p>	<p>During Project grading and excavation; Upon evaluation of any resource discovered and determined to be of significance.</p>	<p>City Engineering Department; Project Contractor</p> <p>Registered Professional Archaeologist</p>	<p>Compliance with Project Conditions of Approval.</p>

PROJECT MITIGATION AND DESIGN MEASURES

Issue Area	Mitigation and Design Measures	Implementation Timing	Responsible Monitoring Party ⁵	Monitoring/Reporting Method
	<p>shall always be the preferred approach. If human remains are discovered, work in the immediate vicinity shall stop until the San Diego County coroner can determine whether the remains are those of a Native American. If they are those of a Native American, the following would apply:</p> <ul style="list-style-type: none"> ▪ The coroner shall contact the Native American Heritage Commission. ▪ If released by the coroner, these remains shall be left in situ and covered by fabric or other temporary barriers. ▪ The human remains shall be protected until San Diego County Coroner and the Native American Heritage Commission come to a decision on the final disposition of the remains. <p>According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and willful disturbance of human remains is a felony (Section 7052).</p>			

EASEMENT

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

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

Approximately 830.1 square feet of tideland area located in the City of Coronado, California, more particularly described and delineated on Grantor's Drawing No. 558-011 dated May 25, 2016, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

1. Grantee is further granted the right of ingress and egress to, from, and along said easement area via practical routes across the adjacent land of Grantor; said routes to be determined by Grantor from time to time.
2. The term of the easement shall be for a period of thirty (30) years, commencing December 1, 2016, and ending November 30, 2046, unless sooner terminated as herein provided.
3. Grantor expressly reserves the right to grant easements in, upon, over, and across the easement granted herein for any purpose whatsoever not inconsistent or incompatible with the rights and privileges granted by this easement. Nothing herein contained shall be construed as limiting the powers of Grantor to convey, lease, or otherwise transfer or encumber during the term of this easement the lands described herein for any purposes subject to the rights and privileges granted herein. The easement granted herein shall be subject to all existing rights of leases and encumbrances, recorded and unrecorded, affecting said land.
4. No construction or major repairs of any facilities shall commence without prior approval of the plans and specifications by Grantor, except for necessary

emergency repairs. In the case of emergency repairs, Grantee shall give Grantor written notification within Ten (10) days of the commencement of any emergency repairs and shall obtain Grantor's approval of any emergency repairs within Ninety (90) days from the commencement of work for the emergency repairs, which such approval may require without limitation alteration, reconstruction, removal or revision of any such emergency repairs. Facilities installed pursuant to this easement shall be constructed and maintained in a careful and workmanlike manner and shall conform to all applicable laws and regulations and the provisions of this easement.

5. In the event Grantee disturbs the surface of the easement area during the installation, construction, maintenance and/or repair of the approved facilities, Grantee shall do so in such a manner as will cause the least injury to the surface of the ground and any improvements thereon. Grantee shall restore the ground and any improvements thereon to substantially the same conditions as existed immediately prior to any such disturbance.
6. Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces that require excavation and grading within said easement area.
7. In the event this easement is no longer required or if this easement is not used for the purposes intended for a period of one hundred eighty (180) days, whichever is sooner, all rights herein granted shall revert to Grantor, its successors or assigns, automatically and without the necessity of reentry or notice. Grantee shall furnish Grantor on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the above-described real property.
8. This easement may result in a taxable possessory interest subject to the payment of property taxes. Grantee agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Grantee for franchises, licenses, or permits for any use or activities of Grantee upon said easement area.
9. Facilities, structures, installations, or improvements of any kind previously placed or hereafter placed in said easement area shall be owned by Grantee and Grantee shall at the option of Grantor be removed by Grantee within sixty (60) days after the expiration of the term of this easement or sooner termination thereof. Grantor may exercise said options as to any or all of the facilities, structures, installations, and/or improvements, either before or after the expiration or sooner termination of this easement. If Grantor exercises such

option and Grantee fails to remove such facilities, structures, installations, or improvements within said sixty (60) days, Grantor shall have the right to have such facilities, structures, installations, or improvements removed at the expense of Grantee. As to any or all facilities, structures, installations, or improvements that Grantor does not exercise said option for removal, title thereto shall vest in Grantor. During any period of time employed by Grantee under this Paragraph to remove facilities, structures, installations, or improvements, Grantee shall continue to pay the full rent to Grantor in accordance with this easement, which said rent shall be prorated daily.

10. This easement may be terminated by either party upon the giving of a minimum of one hundred eighty (180) days' notice in writing to the other party of the intention to so terminate. If Grantor wishes to terminate the easement Grantee must be given sufficient time to design and construct, at their cost, an alternate storm drain outlet structure provided Grantee works diligently to do so. Grantor expressly reserves the right to make without notice any changes or improvements on or about the premises without incurring any liability whatsoever to Grantee for any damage or loss occasioned by such changes or improvements provided the changes or improvements do not affect the performance or structural integrity of Grantee's storm drain outlet.
11. Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Grantor and its officers, employees, and agents for any and all liability, claims, judgments, or demands arising directly or indirectly out of the obligations undertaken in connection with this easement, except claims or litigation arising through the sole negligence or willful misconduct of Grantor. It is the intent of this Paragraph that Grantee indemnify and hold harmless Grantor for any actions of Grantee or Grantor, except for those arising out of the sole negligence or willful misconduct of Grantor, including but not limited to claims based upon Grantor's alleged breach of any statutory duty or obligation, or Grantee's duty under contracts with third parties. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue Grantor for liabilities arising out of Grantee's use, occupancy, or operation of the easement area, or arising from any defect in any part of the easement area.
12. Grantee shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the easement area and operations in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Grantee, of any person acting for it or under its control or direction, or any person authorized by it to use the easement area. Either the

general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.

All required insurance shall be in force the first day of the term of this easement. All insurance companies must be satisfactory to Grantor, and the cost of all required insurance shall be borne by Grantee. Certificates in a form acceptable to Grantor evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this Paragraph, shall be kept on file with Grantor during the entire term of this easement. Certificates for each insurance policy must be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The Grantor reserves the right to require complete, certified copies of all required policies at any time.

All liability insurance policies shall name, or be endorsed to name Grantor and its officers, employees, and agents as additional insureds and protect Grantor and its officers, employees, and agents against any legal costs in defending claims. All liability policies shall provide cross-liability coverage. All insurance policies shall be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been furnished to Grantor. Also, all insurance policies shall be endorsed to state that Grantee's insurance is primary and not excess or contributing to any insurance issued in the name of Grantor. And, all insurance companies must be satisfactory to Grantor.

Any deductibles or self-insured retentions must be declared and acceptable to Grantor. At the option of the Grantor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Grantor and its officers, employees, and agents; or, the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of Grantor, the insurance provisions in this easement do not provide adequate protection for Grantor and/or members of the public, Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Grantor's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of risk which exist at the time a change in insurance is required.

Grantor shall notify Grantee in writing of changes in the insurance requirements and, if Grantee does not deposit certificates evidencing acceptable insurance policies with Grantor incorporating such changes within sixty (60) days of receipt of such notice, this easement shall be in default without further notice to Grantee, and Grantor shall be entitled to all legal remedies.

The procuring of such required policies of insurance shall not be construed to limit Grantee's liability hereunder, nor to fulfill the indemnification provisions and requirements of this easement. Notwithstanding said policies of insurance, Grantee shall be obligated for the full and total amount of any damage, injury, or loss caused by Grantee's sole negligence or neglect connected with this easement, or with the use or occupancy of the easement area.

13. Compliance with Prevailing Wage Laws. Grantee acknowledges and agrees that: (1) it is the sole and exclusive responsibility of the Grantee, and not Grantor, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with any construction or work of improvement on any land or water areas occupied by Grantee, shall comply with the requirements of California's prevailing wages laws (the "PWL"); and (2) it is the sole and exclusive responsibility of Grantee, and not Grantor, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve Grantor. If such construction or work of improvement is determined to be subject to the PWL, Grantee shall comply with all applicable provisions of the PWL, and shall ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with such construction or work of improvement shall likewise comply with all applicable provisions of the PWL.
14. This easement and any covenants, conditions, and restrictions contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.
15. Any notice or notices provided for by this easement or by law to be given or served upon Grantee may be given or served by certified or registered letter addressed to Grantee at 1825 Strand Way, Coronado, CA 92118, and deposited in the United States mail, or may be served personally upon said Grantee or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this easement or by law to be served upon Grantor may be given or served by certified or registered letter addressed to President/CEO of Grantor at the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, and

deposited in the United States mail, or may be served personally upon said Executive Director or his duly authorized representative; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.

(SIGNATURE PAGE FOLLOWS)



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

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT

By: _____
Assistant/Deputy

By: _____
Shaun D. Sumner
Assistant Vice President
Real Estate Development

CITY OF CORONADO, a municipal
corporation

By: _____
Signature

PRINT NAME: _____

PRINT TITLE: _____

Attachments:
Legal Description
Plat

SDUPD Docs No. 1072051

DRAFT

**EXHIBIT A
LEGAL DESCRIPTION FOR
CITY OF CORONADO TIDELAND EASEMENT
PARCEL 1 DRAWING NO. 558-011
WITHIN CORPORATE LIMITS OF CORONADO**

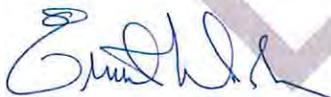
A Portion of San Diego Bay lying easterly of and adjacent to the portion of I Avenue granted to the City of Coronado by Deed recorded February 21, 1949 as Book 3117, page 340 of official records (hereinafter referred to as City land) described as follows:

COMMENCING at the Northerly most corner of said City land; thence southeasterly along the northeasterly line thereof South 62°52'20" East 50.47 feet to the **TRUE POINT OF BEGINNING**; thence leaving said northeasterly line North 31°45'00" East 52.35 feet; thence South 58°11'13" East 16.06 feet; thence South 31°45'00" West 50.90 feet to a point on said northeasterly line of City land; thence westerly along said northeasterly line the following courses: North 73°48'05" West 0.70 to an angle point therein; thence North 62°52'20" West 15.44 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING 830.1 square feet or 0.019 acre, more or less.

SEE EXHIBIT B PLAT, ATTACHED HERETO and by this reference made a part hereof.

This description was prepared by me or under my direction.



Ernest G. Wade, LS 6052
Expires 6/30/2017
May 25, 2016 V6
JN 130742 (5072)
H:\PDATA\25105072\Admin\legals\
130742 5072Drn Esmt V6 lgl.doc

LEGEND



INDICATES TIDELANDS EASEMENT GRANTED
HEREON, 830.1 SF (0.019 AC)

POC POINT OF COMMENCEMENT
TPOB TRUE POINT OF BEGINNING
() RECORD DATA PER
RECORD OF SURVEY NO. 2372
R1 DEED TO CITY OF CORONADO
RECORDED 2/21/1949 AS BOOK
3117, PAGE 304 OF OFFICIAL
RECORDS

SAN DIEGO BAY
MISC. MAP 121 & PARCEL 4,
SERIES 7, BK 1966, F/P 104392 &
M.M. 546
MEAN HIGH TIDE LINE PER ROS
2372 & MISC. MAP 121
(PORT JURISDICTIONAL BOUNDARY)

APN 536-020-08 PORTION
OF ISLAND/PENINSULA OF
SAN DIEGO PER ROS 2372

POC
NLY MOST
CORNER CITY
LAND

(97.16'
N26°24'05"E)

N31°45'00"E
52.35'

50.47'
TPOB

(65.91'
S62°52'20"E)
BASIS OF
BEARINGS

LAND GRANTED
PER R1
ROS 2372

(80.00'
N63°35'55"W)

15.44'

(98.86'
N26°24'05"E)

APN 536-030-01
LOT 26
MAP 2544

(M.H.T. STA. 79)
(N73°48'05"W
14.32')

S58°11'13"E
16.06'
S31°45'00"W
50.90'

0.70'

FIRST ST

7TH AVE

SCALE: 1"=40'



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT
IS THE NORTH LINE OF ROS 2372, AS SHOWN

SEE EXHIBIT A
FOR LEGAL DESCRIPTION
JN 1307242 (5072)

DRAWN : DM, V6
CHECKED : _____
REVIEWED: _____

EXHIBIT B

TIDELAND EASEMENT - PORTION OF
SAN DIEGO BAY PER MM 121
CITY OF CORONADO, CA

DATE: 5/25/2016
SCALE: 1"= 40'
REF M121,546,ROS2372

DRAWING NO.
558-011
SHEET 1 OF 1

(FOR USE BY _____)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Signer's Name _____

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name _____

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Sacramento, CA 95814

Funding Request and Project Status

Project No.: _____
 Date: _____
 Claim No.: _____

Project Name: _____
 Agreement No.: _____

Date	Contractor	Invoice No.	Construction	Construction Contingency	Engineering	Permits	Inspection
1			\$ -	\$ -	\$ -	\$ -	\$ -
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
Subtotal from page 2			\$ -	\$ -	\$ -	\$ -	\$ -

Total Spent This Period:	\$ -	Const. Cont.	\$ -	Engineering	\$ -	Permits	\$ -	Inspection	\$ -	Total	\$ -
Less Retention (10%):	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Current Approved Reimbursement:	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Budget Allowance:	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Reimbursements to Date:	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Retention Withheld:	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Unreimbursed Funds Remaining:	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -

Is project on schedule?
 Estimated % complete:
 Comments:

Under penalty of perjury, I certify that all items and amounts shown are correct and that all work has been performed in accordance with the requirements of the referenced contract.

Signature and Title

Date

APPROVAL OF ADDITIONAL ENGINEERING WORK RELATED TO THE DESIGN OF THE THIRD, FOURTH, AND I AVENUE DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZATION FOR THE CITY MANAGER TO APPROVE THE ASSOCIATED CONTRACT MODIFICATION IN AN AMOUNT UP TO \$31,000

RECOMMENDATION: Authorize the City Manager to execute a contract modification for additional engineering work associated with the Third, Fourth, and I Avenue Drainage Improvements project in an amount up to \$31,000.

FISCAL IMPACT: The City has budgeted a total of \$1,500,000 toward design and construction of the project from a variety of funding sources as follows:

Funding Source	Amount
Highway User Tax Account (HUTA)	\$300,000
Regional Transportation Congestion Improvement Program (RTCIP)	\$25,000
Storm Drain Fund	\$125,000
Toll Funds	\$1,050,000
Total	\$1,500,000

To date, the City has entered into a contract with RBF Consulting (now Michael Baker, International) to provide design and environmental services totaling \$225,250. It is recommended to increase this amount, via a contract modification, by up to \$31,000 for a total of \$256,250.

CITY COUNCIL AUTHORITY: Approval of contract modifications 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. These non-adjudicative decisions do not require findings and are subject to a review under Code of Civil Procedure Section 1085, i.e., traditional mandamus.

PUBLIC NOTICE: None required.

BACKGROUND: The City Manager is authorized to execute professional services contracts and contract modifications of up to \$30,000 pursuant to Sections 8.05.020 and 8.05.030 of the Municipal Code. However, the cumulative amount of the contract modifications for additional design services described in this report exceeds this authority and requires City Council approval.

The City currently experiences flooding in and around the intersection of Fourth Street and Alameda Boulevard during most storm events. The subject project, as currently envisioned, should reduce the flooding that occurs by adding new storm drain inlets upstream of the Fourth and Alameda intersection. Previous conceptual studies have identified the most efficient location for the upstream drainage improvements to be located along I Avenue and connected to the existing outfall into San Diego Bay at the north end of I Avenue. As a result, the outfall needs to be upsized in order to accommodate the increased flows.

The City entered into a design contract with Michael Baker for \$128,500 in March 2013. Since that time, three contract modifications have been approved totaling \$96,750 for work associated with utility locating (\$22,000) and CEQA permitting (\$74,750). At this time, authorization to execute Contract Modification #4 for additional design-related work in an amount not to exceed \$31,000 is requested.

ANALYSIS: Contract Modification #4 is being proposed to address the following items:

Utility Conflicts: Utility-locating work completed under the first contract modification identified numerous utilities in conflict with the vertical alignment of the proposed storm drain line along I Avenue. While the vertical alignment of the storm drain is being modified to avoid some conflicts and SDG&E is relocating gas lines in First and Second Streets to accommodate the project, additional conflicts still exist. Two Navy water lines in First and Second Streets must be relocated (vertically) in order for the proposed storm drain line to be constructed. After consultation with Navy personnel, the City has agreed to incorporate the relocation of the Navy water lines into the project. As a result, additional design work is necessary to account for all of the utility conflicts identified.

Utility Locating: Previous work to locate existing utilities along the proposed storm drain alignment was not able to locate an existing water line at the intersection of I Avenue and Palm Avenue. Additional potholing effort is required to find an existing water line owned by California-American Water and to determine whether or not it is in conflict with the City’s proposed storm drain alignment. This contract modification assumes the water line is in conflict with the proposed storm drain alignment and includes the cost of designing the relocation of the water line into the project.

CEQA Permitting: On July 21, 2015, the City Council adopted a Mitigated Negative Declaration for the project. The same set of environmental studies and analysis is being utilized and considered by the San Diego Unified Port District as part of its permitting efforts on the project. As a result, little environmental work remains for the project and some of the funds allocated in past contract modifications for environmental review and analysis have not been expended and are being credited back to the City.

The net cost for the additional services totals approximately \$31,000 and accounts for the following tasks:

Task 1 – Environmental (credit)	(\$16,516)
Task 2.1 – Storm Drain Redesign for Existing Utility Conflicts	\$3,000
Task 2.2 – Additional Potholing	\$3,750
Task 2.3 – Water Line Relocations	\$22,500
Task 2.4 – Pump Details and Electrical Design	\$14,000
Task 2.5 – Water Pollution Control Plan	<u>\$3,500</u>
 TOTAL	 \$30,234

The additional costs are within the project budget and are necessary expenses in order to complete the project.

ALTERNATIVES: The Council may decide not to authorize the proposed contract modification; however, this would effectively leave the City without the information required to finish the design of the project.

Submitted by Engineering & Project Development/Newton
Attachment: Contract Modification No. 4

N:\All Departments\Staff Reports - Drafts\2016 Meetings\I Avenue Storm Drain - Authorize Additional Funds for CO #4.docx

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

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CITY OF CORONADO

CONTRACT MODIFICATION NUMBER FOUR

Work Order 11-RBF-037

Contract Number 11-PS-ES-461

DATE: June 22, 2016

PROJECT: I Avenue Storm Drain Project

CONSULTANT: Michael Baker, Incorporated. (MBI) (Formerly RBF Consulting, Inc.)

SUBJECT: Contract Modification Number Four

CONTRACT MODIFICATION NUMBER FIVE:

This contract modification accounts for monetary credit being given to the City of Coronado (City) for environmental services not rendered as well as additional costs for design work being requested at this time, all as follows:

Per this contract modification, Consultant (Michael Baker) agrees to perform the following Scope of Services to provide utility relocation design and storm drain redesign. The following scope has been prepared pursuant to Michael Baker’s understanding of the Project and applicable federal, State, and local regulations. The work shall consist of the following:

Task 1 – Modifications 2 and 3 – Environmental

During the prior design, project management, and environmental planning of this project, Contract Modifications 2 and 3 were prepared. These two modifications, in the amount of \$49,750 and \$25,000 respectively, were to cover additional Processing and Engineering associated with the Environmental portion of this project. At this time, the Environmental work under Modifications 2 and 3 is nearly complete, with a budgetary amount of \$5,000 set aside for future assistance. Therefore, at this time a credit to the City of \$16,516 is being applied toward the project.

Total from Modification 2	\$49,750
Total from Modification 3	\$25,000
Billed against Modification 2 to date	(\$36,815)
Billed against Modification 3 to date	(\$16,419)
Remaining for future assistance	<u>(\$5,000)</u>
Credit	(\$16,516)

Task 2.1 – Storm Drain Redesign for Utility Conflicts

At Fourth Street – Consultant to redesign the proposed storm drain to avoid existing utilities by lowering the storm drain. This task includes revised plans, profiles, and hydrologic and hydraulic analysis. The design will investigate two methods for disposal of the water that will pond in the storm drain after a storm event has passed. The first is to percolate the water. Percolation will be calculated using existing data; no percolation test will be performed. The second solution will be the design of a wet well and pump system.

At First Street – Consultant shall redesign the storm drain to accommodate a sewer pass through. This task shall include plans, profiles, and details.

Task 2.2 – Additional Potholing

At Palm Avenue – Consultant shall have additional potholing done to locate the California-American Water Company (Cal-Am) water line at Palm Avenue. This task includes one day of on-site work and additional survey to accurately locate the line. Consultant shall perform additional research, meet with Cal-Am staff and perform a site visit to increase the chances of successful location of the water line. Multiple potholes, up to one day's potholing, are included.

Task 2.3 – Water Line Relocations

At Second Street – Consultant shall prepare plan and profile improvement plans for approximately 80 lineal feet of 16" water line owned by the United States Navy. This task includes topographic survey and needed details. The water relocation plans shall be added to the I Avenue storm drain, and will not be a separate stand-alone plan. This task assumes that the City of Coronado will process the plans with the United States Navy.

At First Street -- Consultant shall prepare plan and profile improvement plans for approximately 80 lineal feet of 16" water line owned by the United States Navy. This task includes topographic survey and needed details. The water relocation plans shall be added to the I Avenue storm drain, and will not be a separate stand-alone plan. This task assumes that the City of Coronado will process the plans with the United States Navy.

At Palm Avenue – Consultant shall prepare plan and profile improvement plans for approximately 80 lineal feet of 12" water line owned by Cal-Am. This task includes topographic survey and needed details. The water relocation plans shall be added to the I Avenue storm drain plans, and will not be a separate stand-alone plan. This task assumes that the Consultant will process the plans with Cal-Am.

Task 2.4 – Pump Details and Electrical

At First Street -- Consultant shall prepare a wet well and pump system for the low flows at First Street. This task assumes that the City of Coronado (with Consultant providing technical assessment of pros/cons of each) shall meet with the consultant to determine the City's preferred pump models and systems for use in the pump station design. The pump station shall be a single

or dual pump system as chosen by the City, and shall be designed to empty the storm drain system after precipitation stops within 72 hours to eliminate potential vector issues.

This task also includes design of the electrical service for the proposed pump station system, including design of the service pedestal and electrical from the service pedestal to the pump system, and control system between the pump controls and the pump system.

Task 2.5 – Water Pollution Control Plan

Consultant shall prepare and submit a Water Pollution Control Plan (WPCP) for the project to both the City and Caltrans (in conjunction with encroachment permit application for work within its right-of-way). This task includes preparation of the plan, as well as processing and responding to comments related to the plan. It is assumed that pollution control plans will not be required for the storm drain improvements. This document may also be used by the City to satisfy construction-related pollution concerns.

ADDITIONAL SERVICES

Services that are not specifically identified herein to be performed by Consultant or its subconsultant are considered “Additional Services” for purposes of this scope. The City may request Consultant to perform Additional Services; however, Consultant is not obligated to perform such Additional Services unless an amendment to this contract has been fully executed setting forth the scope, schedule, and fee for such Additional Services. In the event Consultant performs Additional Services at City’s written request, before receipt of such executed amendment, City acknowledges its obligation to pay for such services at Consultant’s standard rates, within 30 days of receipt of Consultant’s invoice.

ASSUMPTIONS AND EXCLUSIONS

Consultant's obligations are based upon the following understandings:

1. City is responsible for all agency fees, as applicable.
2. Meetings with the United States Navy, Port of San Diego, or California-American Water Company will be accommodated as an Additional Service upon consent of the City.
3. Any processing with the United States Navy, Port of San Diego, or California-American Water Company will be accommodated as an Additional Service upon consent of the City.

Task 1 – Environmental (credit)	(\$16,516)
Task 2.1 – Storm Drain Redesign for Existing Utility Conflicts	\$3,000
Task 2.2 – Additional Potholing	\$3,750
Task 2.3 – Water Line Relocations	\$22,500
Task 2.4 – Pump Details and Electrical Design	\$14,000
Task 2.5 – Water Pollution Control Plan	<u>\$3,500</u>
TOTAL	\$30,234

PROJECT SCHEDULE:

CONSULTANT agrees to diligently pursue the work described. The following schedule contractually obligates the CONSULTANT to perform all services to meet the time duration for each phase of work shown:

Kick-off Meeting and Notice to Proceed		Jun 23, 2016
	6 weeks	
New 75% Submittal		Aug 4, 2016
	4 weeks	
Review Meeting/Receive Comments		Sep 1, 2016
	4 weeks	
100% Submittal		Sep 29, 2016
	2 weeks	
Review Meeting/Receive Comments		Oct 13, 2016
	2 weeks	
Final Submittal		Oct 10, 2016

The dates given above are approximate based on assumed date of notice to proceed. Schedule is to be adjusted based on actual date of notice to proceed.

As a result of this contract modification, the contract price is **INCREASED** by an amount of \$30,234. The increase modifies the current not-to-exceed amount of \$225,250 to a new total not-to-exceed fee of \$255,484. The services shall be completed per the terms and conditions in MBI's existing contract with the City.

CONSULTANT

Michael Baker, Inc.

Trudi Lim, P.E.
Vice President

Date

Richard Rubin
Executive Vice President

Date

CITY

City of Coronado
Contract is approved for content:

Ed Walton/City Engineer Date
Public Services & Engineering Dept.

Contract is approved as to form:

Johanna Canlas, City Attorney Date

Approved:

Blair King, City Manager Date

Attest:

Mary L. Clifford, CMC Date
City Clerk

REJECTION OF ALL BIDS FOR THE CONSTRUCTION OF THE SPRECKELS PARK RESTROOM AND AUTHORIZATION TO RE-BID THE PROJECT

RECOMMENDATION: Reject all bids for the construction of the Spreckels Park Restroom and re-bid the project.

FISCAL IMPACT: The Capital Improvements Program budgeted \$614,000 for this project. The Engineer’s estimate for the project is \$850,000.

Project Budget

CIP Budget Fiscal Year 14/15	\$30,000
Fiscal Year 15/16	\$584,000
Total	\$614,000
Spent to date: Design, advertising, printing	\$156,459
Spent to date: Public art murals and restoration of existing	\$15,400

CEQA: A Categorical Exemption was processed for this project (Class 2, Section 15302, reconstruction or replacement of existing structures).

CITY COUNCIL AUTHORITY: Rejecting a bid is an administrative action 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 existing restroom was constructed in 1983. The building is inadequate to handle the crowds that now use the park, where several hundred visitors can visit the site on any given weekend. It does not meet current ADA requirements, lacks storage for stocking supplies, and storage for park functions such as Concerts in the Park. The City Council directed staff to issue a Request for Proposals for design services and the firm of Hanna Gabriel Wells was selected.

The Historic Resources Commission heard the proposed project on June 3, 2015, and issued an alteration permit. The Design Review Commission heard the project on June 10, 2015, and recommended approval with minor conditions (addition of a brick exterior).

On April 25, 2016, plans were issued for bid and on May 25, 2016, nine bids were received.

Contractor	Bid
Miles Construction Group	\$891,577.00
K.D. Stahl Construction	\$934,000.00
KCI Kinsman Construction	\$939,246.00
New Century Construction	\$998,500.00
Barnhart Reese Construction	\$1,011,222.00
MTM Builders, Inc.	\$1,062,289.00
Just Construction	\$1,081,945.00
Act 1 Construction	\$1,090,004.50
Alvard Construction, Inc.	\$1,135,000.00

The bidding requirements from the “Greenbook,” under which this project was bid, require contractors to disclose all subcontractors performing at least one-half percent of the total project bid. The Greenbook standard is consistent with state law in Public Contract Code Section 4104, subsection (a)(1), which requires the listing of each subcontractor that will perform at least one half of one percent of the total project. This requirement cannot be waived. *MCM Const., Inc. v. City & Cty. of San Francisco*, 66 Cal. App. 4th 359, 377 (1998).

The apparent low bidder, as well as seven of the other bidders, failed to disclose a specific subcontractor providing a specialty product – a decorative concrete called Lithocrete. Only one subcontractor in the area is a licensed installer of Lithocrete, which would have been approximately two percent of the total bid, requiring the listing of this specialty contractor by all bidders. Failure to list the Lithocrete subcontractor makes seven of the eight bids non-responsive. Only one contractor, Act 1 Construction, listed that subcontractor separately.

In order to obtain the best value to the City, it is recommended that all bids be rejected, and the project be rebid. The revised bid documents will clearly identify the requirement that all subcontractors (including the Lithocrete subcontractor) are required to be listed if they exceed the one-half of one percent of the total contract amount.

ALTERNATIVES: The Council may elect to (1) defer the project or (2) award a contract to Act 1 Construction.

Submitted by Public Services & Engineering/Cecil

N:\All Departments\Staff Reports - Drafts\2016 Meetings\06-21 Meeting SR Due June 9\FINAL Reject all bids - Spreckels Pk Restroom (rrs rev).docx

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

SECOND READING AND ADOPTION OF “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA, AMENDING CHAPTER 1.20, SECTION 1.20.050(A, B, D) AND SECTION 1.20.060(A-K) OF TITLE 1 OF THE CORONADO MUNICIPAL CODE REGARDING CONFLICT OF INTEREST”

RECOMMENDATION: Adopt “An Ordinance of the City Council of the City of Coronado, California, Amending Chapter 1.20, Section 1.20.050(A, B, D) and Section 1.20.060(A-K) of Title 1 of the Coronado Municipal Code regarding Conflict of Interest.”

FISCAL IMPACT: None.

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: The public hearing notice was published on May 25, 2016, in the *Coronado Eagle & Journal*. In lieu of publication of the ordinance in its entirety, the summary of the ordinance was published on June 15, 2016, and will be published again within 15 days after adoption of the ordinance.

The Ordinance was introduced and the first reading held at the City Council meeting of June 7, 2016.

BACKGROUND: The Political Reform Act of 1974 (PRA) sets ethics rules for state and local government officials by providing that those who hold a public trust must act, and appear to act, ethically and not in their own economic self-interest. Thus, it requires public officials to disclose any of their economic interests which might be affected by their decisions. Government Code section 87100 states that no public official at any level of local government shall make, participate in making, or in any way attempt to use his or her official position to influence a governmental decision in which the official knows or has reason to know he or she has a financial interest. The City’s Conflict of Interest Code designates those public officials of the City who are involved in City decisions. The City’s Conflict of Interest Code, in conjunction with the PRA, also requires designated officials to disclose certain financial interests (using Form 700), which could foreseeably be affected in a material manner by a City decision made by the official in the performance of the official’s responsibilities.

The PRA requires the City to adopt and promulgate a conflict of interest code, and to review it for amendments no later than October 1 of each even-numbered year.

ANALYSIS: The purpose of this amendment is to amend Section 1.20.050(A, B, D), Disclosure Categories, to more clearly define the sources of income and Section 1.20.060(A-K), Department Positions, to update the position titles and confirm the level of disclosure.

Submitted by City Clerk/Clifford

Attachment: Ordinance

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

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ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONADO,
CALIFORNIA, AMENDING CHAPTER 1.20, SECTION 1.020.050(A, B, D) AND SECTION
1.20.060(A-K) OF TITLE 1 OF THE CORONADO MUNICIPAL CODE REGARDING
CONFLICT OF INTEREST**

The City Council of the City of Coronado, California, does ordain as follows:

SECTION ONE:

That Chapter 1.20 Conflict of Interest Code is hereby repealed.

SECTION TWO:

That Chapter 1.20 is hereby added to the Coronado Municipal Code to read as follows:

SEE EXHIBIT A

SECTION THREE:

This ordinance was introduced on June 7, 2016.

SECTION FOUR:

The City Clerk is directed to publish a summary of this ordinance together with the votes cast no less than five days prior to the consideration of its adoption and again within 15 days following adoption.

PASSED AND ADOPTED this ____ day of _____ 2016, by the following vote, to wit:

AYES: BAILEY, DOWNEY, SANDKE, WOIWODE, TANAKA
NAYS NONE
ABSENT: NONE
ABSTAIN: NONE

**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, CMC
City Clerk

06/21/16

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Exhibit A

Chapter 1.20 CONFLICT OF INTEREST CODE

Sections:

- 1.20.010 Purpose.**
- 1.20.015 Amendment and review.**
- 1.20.020 Definitions incorporated.**
- 1.20.030 Place of filing.**
- 1.20.040 Filing officer.**
- 1.20.050 Disclosure categories.**
- 1.20.060 Department positions.**
- 1.20.070 Boards, commissions, committees.**
- 1.20.080 Consultants.**

1.20.010 Purpose.

A. The Political Reform Act of 1974, Government Code Section 81000 et seq., "the Act" herein, requires the City to adopt and promulgate a Conflict of Interest Code. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference.

B. This chapter shall be known as the "Conflict of Interest Code" of the City.

C. Nothing in this chapter is intended to modify or abridge the provisions of the Act commencing with Government Code Section 87100, which is applicable to all public officials of the City and directs that no public official of the City shall make, participate in the making, or in any way attempt to use their official position, to influence a City decision in which the official knows, or has reason to know, that he or she has a financial interest as defined by the Act.

D. This chapter intends to designate those public officials of the City who are involved in City decisions, and to require such designated officials to disclose those financial interests (using Form 700) which could foreseeably be affected, in a material manner, by a City decision made by the official in the performance of the official's responsibilities

1.20.015 Amendment and review.

A. Amendment.

1. Changed Circumstances. Changed circumstances include, but are not limited to, the following: the creation of new positions, which must be designated pursuant to this chapter, and relevant changes in the duties assigned to existing positions. (Gov. Code § 87306(a).)
2. Amendment Due to Changed Circumstances. Within 90 days after the changed circumstances necessitating the amendment to this chapter become apparent, the City Manager shall submit a proposed amendment to the City Council. (Gov. Code § 87306(a).)
3. Manner of Amendment. This chapter shall be amended by the City Council after a noticed public hearing is held prior to adoption of the proposed amendment. (Gov. Code § 87311.)

B. Biennial Review.

1. No later than July 1 of each even-numbered year, the City Manager shall review this chapter. (Gov. Code § 87306.5(a).)
2. If a change in this chapter is necessitated by changed circumstances, it shall be amended pursuant to subsection A of this section. (Gov. Code § 87306.5(a).)
3. If no change in this chapter is required, the City Manager shall submit a written statement to that effect to the City Council no later than October 1 of the same year. (Gov. Code § 87306.5(b).)

1.20.020 Definitions incorporated.

Unless otherwise indicated, the definitions of the Act, regulations and amendments thereto and binding judicial opinions thereon are incorporated herein, and this chapter shall be interpreted in a manner consistent with such definitions.

1.20.030 Place of filing.

Designated employees shall file their statements with the filing officer of the City, who will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the City.

1.20.040 Filing officer.

The City Clerk is the filing officer of the City.

1.20.050 Disclosure categories.

A. **Category 1 – Business Position/Investment Interests/Real Property Interests** (full disclosure for officials and employees whose duties are broad and indefinable). The designated employee shall report (1) all investments, business positions in, and income, including gifts, loans, and travel payments, from sources located in or doing business in the jurisdiction, and (2) interests

in real property (not including primary personal residence) located in the jurisdiction, including any property owned or used by the City, in which the designated employee has a direct or indirect interest.

B. **Category 2 – Real Property Interests.** The designated employee shall report each interest in real property (not including primary personal residence) located within the jurisdiction of the City in which the designated employee has a direct or indirect interest.

C. **Category 3 – Business Position/Investment Interests.** The designated employee shall report all investments, business positions in, and income, including gifts, loans, and travel payments, from sources located in or doing business in the jurisdiction.

D. **Category 4 – Income Interests.** The designated employee shall report all income, including gifts, loans, and travel payments, of the designated employee from sources located in or doing business in the jurisdiction.

E. **Category 5 – Less Inclusive Reportable Interests.** The designated employee shall report all investments and business interests in, and income, including gifts, loans, and travel payments, from sources contracting with, providing services to, or selling to, the City.

1.20.060 Department positions.

A. The following positions are NOT covered by this chapter because they must file, under section 87200 of the Act and, therefore, are here listed for informational purposes only: City Manager, City Treasurer, and members of the Planning Commission.

B. The following are the designated positions within City departments together with the required disclosure category (* denotes 87200 filers):

Position	Category	
A. Administrative Services Department:		
1. Director of Administrative Services/City Treasurer		*
2. Senior Management Analyst		5
3. Human Resources Manager		5
4. Finance Manager		5
5. Information Technology Manager		5
B. City Clerk's Department:		
1. City Clerk		1
C. City Manager's Department:		
1. City Manager		*
2. Assistant City Manager		1
3. Senior Management Analyst		5
D. Community Development Department:		
1. Director of Community Development, Redevelopment and Housing		1
2. Senior Planner		1

3.	Building Inspection Supervisor	1
4.	Associate Planner	2, 5
5.	Building Inspector	2, 5
6.	Assistant Planner	2, 5
E.	Public Services and Engineering Department	
1.	Director of Public Services and Engineering	1
2.	City Engineer	1
3.	Principal Engineer	1
4.	Capital Projects Manager	1
5.	Associate Planner (Transportation)	1
6.	Associate Engineer	1
7.	Public Services Supervisor – Fleet	2, 5
8.	Public Services Supervisor – Parks	2, 5
9.	Public Services Supervisor – Services	2, 5
10.	Assistant Engineer	2, 5
11.	Public Services Technician	4
12.	Accounting Technician I	4
13.	Senior Management Analyst	5
14.	Management Analyst	5
15.	Master Mechanic	5
F.	Fire Services Department:	
1.	Director of Fire Services	1
2.	Battalion Chief/Fire Marshal	1
3.	Fire Captain	2, 4
4.	Beach Lifeguard Captain	4
6.	Beach Lifeguard Sergeant	5
G.	Library Services Department:	
1.	Director of Library Services	1
2.	Principal Librarian	5
3.	Senior Librarian	5
4.	Librarian II	5
5.	Library Technician	5
6.	Accounting Technician I	5
H.	Police Services Department:	
1.	Director of Police Services	1
2.	Police Captain	1
4.	Police Support Services Supervisor	5
I.	Recreation and Golf Services Department	
1.	Director of Recreation and Golf	1
2.	Golf Maintenance Supervisor	5
3.	Aquatics Supervisor	5
4.	Recreation Services Supervisor	5
J.	Other positions as may be designated by resolution of the City Council from time to time.	

1.20.070 Boards, Commissions, Committees

Members of the following boards, commissions, and committees occupy designated positions with the following disclosure categories:

Position Category

A. All members of boards, commissions, or committees designated by resolution of the City Council, from time to time.

B.	Board of Appeals	1
C.	Civil Service Commission	3
D.	Design Review Commission	1
E.	Historic Resource Commission	1
F.	Library Board of Trustees	1
G.	Planning Commission	*
H.	Coronado Improvement Corporation	1
I.	Coronado Finance Authority:	
	1. Authority Members	1
	2. Executive Director	1
	3. Treasurer	1
J.	Coronado Parks and Recreation Commission	2, 5
K.	Coronado Port Commissioner	1
L.	Coronado Tourism Improvement District Board	1
M.	Coronado Transportation Commission	1
N.	Bicycle Advisory Committee	1
O.	Cultural Arts Commission	1
P.	Successor Agency	1
Q.	Oversight Board	1

1.20.080 Consultants.

A. Consultants, as defined in 2 California Code of Regulations Section 18701, and which are not subject to subsection B of this section, shall be subject to Disclosure Category 1.

B. Limitation to Disclosure Category. The City Manager may determine that a particular consultant, although in a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination shall be included in the contract by which the consultant is hired by the City. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

ADOPT A RESOLUTION TO DISSOLVE THE JOINT POWERS AGREEMENT WITH THE CORONADO UNIFIED SCHOOL DISTRICT TO TERMINATE THE “CORONADO’S HEALTHY CHILDREN’S INITIATIVE”

RECOMMENDATION: Adopt “A Resolution of the City Council of the City of Coronado Dissolving the Joint Powers Agreement with the Coronado Unified School District and Terminating “Coronado’s Healthy Children’s Initiative.”

FISCAL IMPACT: The proposed Facilities Use Agreement with the School District, on this agenda, is intended to supersede and supplement the joint powers agreement (JPA) that funds the Healthy Children’s Initiative. In Fiscal Year 2015-16, the City Council granted \$330,590 to the JPA. Termination of the JPA will relieve staff of the administrative burden associated with the JPA. Administrative tasks include accounting, audit, annual reporting to the Secretary of State, Internal Revenue Service, and bank reconciliation.

CITY COUNCIL AUTHORITY: Terminating a joint powers 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 in any challenge of the decision to award the contract. 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: The School District has been notified and provided a copy of the staff report. The District is in concert with the City. It is expected that the District will take parallel action to dissolve the JPA.

BACKGROUND: In September 2013, the City Council and the Coronado Unified School District formed a Joint Powers Agreement to establish “Coronado’s Healthy Children’s Initiative.” The JPA was funded via the Community Grant process and provided General Fund support for supplemental counseling services. The JPA met the dual goals of providing financial support for the School District while providing a “municipal service.”

In order to channel the funds to the School District, the JPA was required to be fully functioning. The JPA met on a regular basis and maintained all of the financial and administrative accounting required of a California JPA, which included, but was not limited to, separate bank accounts, audit, and filings with the Secretary of State and the Internal Revenue Service. This proved to be a greater than anticipated workload for the Administrative Services Department.

The Healthy Children’s Initiative placed the City Council in a tangential relationship with School District Human Resources and hiring decisions. Specific employees of the District are directly dependent upon the community grant funding. Normally, it is considered undesirable for discretionary grant funds to be directly linked to employment.

For these reasons, an alternative vehicle to provide a benefit to the public and School District was sought.

ANALYSIS: Pursuant to the terms of the JPA, Section 7. Dissolution allows the JPA to be dissolved if both the School District and City Council agree. Dissolution shall be effective when all debt is retired and assets distributed upon a June 30.

Other than cash assets intended for the District, the JPA has no other assets or liabilities. The final cash assets may be distributed as soon as the JPA has sufficient designated check signers. Two are required, one from the City and one from the District. Rotation of the School Board JPA member has resulted in only one check signer. The JPA will meet prior to June 30 to designate new check signers.

The School Board is anticipated to take parallel action along with the City Council to dissolve the JPA.

ALTERNATIVE: No alternative is recommended.

Submitted by City Manager's office/King
Attachment: Resolution

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO
DISSOLVING THE JOINT POWERS AGREEMENT WITH THE CORONADO
UNIFIED SCHOOL DISTRICT AND TERMINATING “CORONADO’S HEALTHY
CHILDREN’S INITIATIVE”**

WHEREAS, on September 3, 2013, the City Council was presented with information for the need to provide preventive holistic counseling for school-aged children in Coronado in order to address mental and physical health; provide support for students; promote academics; encourage social development; prevent delinquency and truancy; deter aggressive or violent behaviors, including bullying; address substance abuse; and otherwise promote the health and safety of Coronado students; and

WHEREAS, the City of Coronado is empowered by law to care for and protect the health, safety, and welfare of the children in the City of Coronado; and

WHEREAS, the Coronado Unified School District is also empowered by law to care for and protect the health, safety, and welfare of the children in the City of Coronado; and

WHEREAS, the City and the Unified School District desired to combine their resources to provide preventive holistic counseling for school-aged children who attend schools within the City of Coronado and desired to accomplish the aforesaid purpose by jointly exercising their common powers in the manner allowed by State law and established the “Coronado’s Healthy Children’s Initiative” pursuant to Government Code Section 6500 *et seq.*; and

WHEREAS, the City Council approved the Agreement and authorized the execution of said Agreement by adopting Resolution No. 8627 on September 3, 2013; and

WHEREAS, the JPA was required to be fully functioning in order to channel the funds to the School District and met on a regular basis and maintained all of the financial and administrative accounting required of a California JPA, which proved to be a greater than anticipated workload for the Administrative Services Department; and

WHEREAS, the Healthy Children’s Initiative placed the City Council in a tangential relationship with School District Human Resources and hiring decisions; and

WHEREAS, the City and the Unified School District now desire to dissolve the “Coronado’s Healthy Children’s Initiative” pursuant to Section 7, Dissolution, of the Joint Exercise of Powers Agreement for the “Coronado’s Healthy Children’s Initiative.”

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Coronado hereby directs that the City Manager implement and carry out the necessary steps for dissolution of the Coronado’s Healthy Children’s Initiative JPA on behalf of the City Council.

PASSED AND ADOPTED by the City Council of the City of Coronado, California this
_____ day of June 2016, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Casey Tanaka, Mayor
City of Coronado

Attest:

Mary L. Clifford, CMC
City Clerk

ADOPTION OF A RESOLUTION TO APPROVE AN AGREEMENT WITH THE CORONADO UNIFIED SCHOOL DISTRICT FOR THE USE OF DISTRICT-OWNED FACILITIES FOR FISCAL YEAR 2016-2017

RECOMMENDATION: Adopt “A Resolution of the City Council of the City of Coronado to Approve and Enter into an Agreement with the Coronado Unified School District for the Use of District-owned Facilities for Fiscal Year 2016-2017.”

FISCAL IMPACT: The proposed Agreement provides a lump sum payment of \$370,000 in exchange for the use of the School District’s many facilities. In addition, pursuant to the provisions of the Agreement, the City may incur minimal additional costs, (estimated at \$5,000-\$8,000 annually) to provide light custodial services resulting from the public’s use. These costs are included in the adopted Fiscal Year 2016-2017 Budget.

This Agreement is intended to supersede and supplement the Healthy Children’s Joint Powers Agreement (JPA). The proposed facilities Agreement is anticipated to require less staff time to manage and oversee than which was required to administer the JPA.

CITY COUNCIL AUTHORITY: Approval of an agreement is an administrative decision not affecting a fundamental vested right. In any challenge to the approval or disapproval of license agreement, the courts will inquire whether the City has complied with applicable procedures and whether the City’s findings, if any, are supported by substantial evidence.

PUBLIC NOTICE: The School District has been provided this report.

BACKGROUND: The City of Coronado has a long history of financially supporting the Coronado Unified School District. It has a commitment to public schools in Coronado. This history ranges from the 1986 Tax Increment Cooperation Agreement between the City and the School District to the 2013 Joint Powers Agreement creating the Healthy Children’s Initiative. The City’s support of the School District is limited to its municipal purposes, or in other words, those activities which are considered municipal powers. In California, education is the responsibility of the State Government, not municipal corporations, limiting the means and methods by which the City Council can provide general financial support to the School District.

Notwithstanding Coronado’s generous miles of beach, Coronado is a community with limited parkland. Excluding Port property, the municipal Golf Course, and medians, the City has 36.027 acres of parkland, or 1.4 acres of park per 1,000 residents. The California Quimby Act (California Government Code Section 66477) suggests that California cities should have five acres per 1,000 population to ensure adequate park acreage. Pursuant to this standard, Coronado has a severe dearth of park and open space.

In many cases when there are inadequate parks, open space, or recreational facilities, communities have turned to schools to maximize the amount of parks and open space. Additionally, many schools and cities work together to maximize the public benefit of all publicly-owned facilities and grounds, without regard to whether they are owned by the City or School. However, due to concerns of costs, vandalism, security, maintenance, and liability, once

the school day is over, many school grounds and facilities remain unused after school hours and on weekends. This intention of this Agreement is to open up school facilities in a cooperative unifying effort between the City and School District.

The proposed Agreement addresses the dual goals of providing a method for Coronado to continue its strong commitment to the public school system, and also maximizing the use of school facilities for the general public good.

ANALYSIS: Facility use agreements are neither common nor rare. Examples of facility use Agreements are plentiful. Compared against other facility use agreements, the proposed Agreement is straightforward and relatively simple, consistent with the purpose of establishing public use in exchange for payment. Over time, as events unfold, additional language or provisions may be added to the Agreement to address specific items of mutual interest.

The proposed Agreement is a one-year Agreement, which may be renewed from year to year, unless either party gives 60 days' notice prior to the expiration of the term. The proposed Agreement is authorized pursuant to Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with Section 10900) and Section 37350 of the California Government Code.

It is envisioned that this Agreement will provide a benefit for recreation programs, public safety departments, the City's art partners, and the general public.

Items of note are:

- The Agreement obligates the District to make District facilities available for community and/or civic programs, subject to mutually agreed upon terms, conditions and compensation. The City's use of District facilities may not interfere with District activities. The definition of District activities includes classroom instruction, extracurricular programs, and District use Agreements. The District shall make facilities available, at no additional cost, for two weeks for the City's Recreation Programs.
- District outdoor athletic fields, tracks, and play yards will be made available each Saturday and Sunday for not-for-profit use by the community. The District is not obligated to provide supervision. The City will be responsible for opening and closing playgrounds and will provide general custodial services during weekend hours if reasonable needs for such services are the result of community use of the District facilities.
- District school sites and facilities will be made available as sites for public safety training. The City may locate emergency caches at each campus. In the event of a declared emergency, the City may use District facilities for the sheltering of persons and other related emergency uses.
- The City will have access to the District's television studios.
- Various art programs, such as the Coronado Island Film Festival, the annual Coronado Writers Workshop, and the Community Band will be given priority access to District facilities.

- The Agreement further defines the relationship between the City and the District with regard to the High School Tennis Courts.

The Agreement excludes the Brian Bent Memorial Aquatic Complex.

This Agreement is intended to be simple to administer. However, it will require time and a level of goodwill between the two public organizations to implement. It is envisioned that as time progresses, mutual discussions will need to occur in order to provide for greater clarity and understanding. The Agreement is tangible evidence to Coronado residents of the effort made by the City and the School District to maximize publically-owned facilities and resources for the general public good.

ALTERNATIVE: This Agreement was the result of negotiations between the City Manager’s office and District Superintendent. While there are many provisions which could be the subject of renegotiation, a reasonable balance has been reached between the two administrative offices.

Submitted by City Manager’s office/King

- Attachment: 1. Resolution
2. Agreement

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

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO TO APPROVE AND ENTER INTO AN AGREEMENT WITH THE CORONADO UNIFIED SCHOOL DISTRICT FOR THE USE OF DISTRICT-OWNED FACILITIES FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Coronado has a commitment to public schools in Coronado and has a long history of financially supporting the Coronado Unified School District; and

WHEREAS, the City's support of the School District is limited to its municipal purposes, or in other words, those activities which are considered municipal powers; and

WHEREAS, notwithstanding Coronado's generous miles of beach, Coronado is a community with limited parkland and, excluding Port property, the municipal Golf Course, and medians, the City has 36.027 acres of parkland, or 1.4 acres of park per 1,000 residents; and

WHEREAS, the California Quimby Act (California Government Code Section 66477) suggests that California cities should have five acres per 1,000 population to ensure adequate park acreage. Pursuant to this standard, Coronado has a severe dearth of park and open space; and

WHEREAS, joint use agreements between school districts and local public agencies are authorized for community recreation purposes pursuant to Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with Section 10900) and Section 37350 of the California Government Code; and

WHEREAS, the City is desirous of entering into an agreement with the Coronado Unified School District for use of District-owned facilities for Fiscal Year 2016-2017; and

WHEREAS, the proposed Agreement addresses the dual goals of providing a method for Coronado to continue its strong commitment to the public school system, and also maximizing the use of school facilities for the general public good; and

WHEREAS, the proposed Agreement provides a lump sum payment of \$370,000 in exchange for the use of the School District's many facilities.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Coronado hereby directs that the City Manager enter into an Agreement with the Coronado Unified School District for the Use of District-owned Facilities for Fiscal Year 2016-2017.

PASSED AND ADOPTED by the City Council of the City of Coronado, California this ____ day of June 2016, by the following vote, to wit:

- AYES:
- NAYS:
- ABSTAIN:
- ABSENT:

Casey Tanaka, Mayor
City of Coronado

Attest:

Mary L. Clifford, CMC
City Clerk

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**AGREEMENT BETWEEN THE CITY OF CORONADO
AND THE CORONADO UNIFIED SCHOOL DISTRICT
FOR THE PROVISION, USE AND MAINTENANCE
OF EDUCATIONAL, RECREATIONAL AND COMMUNITY
FACILITIES AND PROGRAMS FOR THE FISCAL YEAR 2016-17**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, (the "Approval Date") by and between the City of Coronado, a municipal corporation, hereinafter referred to as the "City," and the Coronado Unified School District, a regularly organized and existing school district under the laws of the State of California, hereinafter referred to as the "District" (collectively "Parties").

RECITALS

a. Pursuant to the provisions of Title 1, Division 1, Part 7, Chapter 10 of the California Education Code (commencing with Section 10900) and Section 37350 of the California Government Code, the City and District are authorized to enter into an Agreement providing for educational, recreational, and community facilities and programs.

b. The District is able and willing to provide the City with the use of valuable educational and recreational facilities for the use by the City in carrying out its programs for the benefit of its residents, including but not limited to athletic fields, playgrounds, gym, tennis courts, auditoriums, classrooms, cafeterias, and cable television facilities.

c. The foregoing facilities and programs will allow the City to provide its residents with a level and breadth of services that it would not otherwise be able to provide.

d. The provision of said facilities and programs will improve community wellness.

e. It is in the public interest that the City and the District enter into this Agreement in order to optimize community access to publicly owned facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** The initial term of this Agreement shall be from July 1, 2016 to and including June 30, 2017. The term of the Agreement shall be renewed from year to year unless either party gives 60 days' notice prior to the expiration of the term. Prior to the annual renewal, any of the terms and conditions of this Agreement may be renegotiated.

2. District Obligations.

A. General Use of District Facilities

1. The District shall make available to the City, all District facilities for community and/or civic programs, subject to the mutually agreed upon terms, conditions and compensation of the specific use. The City's use of District facilities shall not interfere with District Activities. The term "District Activities" is defined to include classroom instruction provided by the District, extracurricular District programs, and other school-related uses, whether or not provided in a classroom setting that are directly supervised by District employees and not conducted in whole or part by a contractor to the District or lessee of the District ("District Activities"). Due consideration shall also be given to non-District Activities evidenced by preexisting contractual agreements including the Silver Strand Elementary School lease agreement between the Department of the Navy and the District dated March 17, 2015, at the time of any City request for facilities use, e.g. a preexisting field or facility rental agreement.

2. Notwithstanding the above paragraph, the District shall make available for free, District facilities identified and mutually agreed upon for the City's Recreational Programs for two weeks each year.

3. Priority use of District facilities will also encompass the facilities necessary for the annual Coronado Writers' Workshop and to support the Community Band.

4. The City and the District agree to mutually agree upon the schedule of the City's use of District facilities. Scheduling shall to the greatest degree possible seek to accommodate the City without disturbing planned or unplanned maintenance activity or District Activities.

B. Educational Television Studio

The District shall make available to the City the District's television studio, any District program and production equipment, and any City's program and production equipment housed by the District. Both Parties will include all of this equipment as insured property on their respective insurance policies as provided in Section 12 herein.

C. Public Safety Training Exercises and Use of Facilities During Emergencies

1. At least twice each year, as determined mutually by the City and the District, the City shall have exclusive use of District facilities, for public safety training exercises.
2. In the case of a local, state or federal declared emergency, the City may use District Facilities for the sheltering of persons and any other use related to the emergency.
3. The District shall permit the City to locate emergency containers at each of the District school sites. The District shall provide a location on each campus that is acceptable to the City in size and location.

D. Weekend Outdoor Facilities

1. Except as necessary to avoid conflict with District Activities, the District shall make available year-round on Saturdays and Sundays its outdoor athletic fields, track, and play yards (collectively "Weekend Outdoor Facilities") for not-for-profit use by the community.
2. The use of the Weekend Outdoor Facilities by the community shall not be considered a City Recreation Program and the City shall have no obligation to provide supervision while the Weekend Outdoor Facilities are available for community use. Nor shall the City have an obligation to provide security for Weekend Outdoor Facilities.
3. The use of the Weekend Outdoor Facilities by the community shall not be considered a District Program and the District shall have no obligation to provide supervision while the Weekend Outdoor Facilities are available for community use. Nor shall the District have an obligation to provide security for Weekend Outdoor Facilities.
4. The District may establish reasonable rules for community use of the Weekend Outdoor Facilities pursuant to this Agreement. The District shall consult with the City regarding any such rules prior to their promulgation. Rules related to community use of facilities may only be made by the District with the written concurrence of the City Manager or the City Manager's designee. Scheduled inter-scholastic competition will preempt general public use.
5. The City will provide general custodial services for District Facilities during weekend hours if reasonable needs for such services are the result of community use of District facilities.

E. District Auditoriums

The District shall make available upon a priority basis, on behalf of the City, to the Coronado Island Film Festival, District facilities, including but not limited to, the High School Theater and Black Box Theater, subject to the mutually agreed upon scheduling and specific use.

F. Tennis Courts

The District shall make available to the general public the High School Tennis Courts, identified as the four courts on D Avenue, on weekends, after school hours, and upon school holidays. Scheduled inter-scholastic competition will preempt general public use. The City will provide general custodial services for the Tennis Court restrooms. Facility maintenance and net replacement are the responsibility of the District. The Parties currently have an agreement regarding the use of the Tennis Courts, which remains in effect and is incorporated by this reference as though fully set forth herein.

3. City Obligations.

In consideration for the City's use and the District's provision of the facilities and programs as described herein, the City shall make an annual payment to the District of \$370,000. Each annual payment shall be due on or before August 1 of each Fiscal Year. The District shall submit a written invoice requesting payment at least thirty days prior to each annual payment date. The City may elect, in its sole discretion, to prepay one or more of its annual payments.

All use of District facilities shall be in accordance with Federal and State law and all local ordinances, codes and regulations and District Board Policies and Administrative Regulations.

4. Operations.

A. Civic Center Act. The City acknowledges that under the provisions of the Civic Center Act, commencing with California Education Code Section 38130 and following, there exists at each and every school facility and grounds of the District a civic center. Nothing in this Agreement shall be interpreted in a manner that violates any provision of the Civic Center Act. Furthermore, notwithstanding any other provision of this Agreement, the City's use of District facilities shall be subject to, and shall not unilaterally displace, previously scheduled uses under the District's Civic Center Act policies and procedures. To the extent permitted by law, the District's Civic Center Act policies and procedures shall provide priority to the City's uses pursuant to this Agreement over other proposed uses.

B. Compliance with District Facilities Rules. Any organization permitted by the City pursuant to paragraph 2.A.1 to use District facilities during time scheduled for City use of the District Facilities shall comply with reasonable rules and regulations promulgated by the District concerning use of District facilities. Such rules and regulations include District Board Policy 1330 (Use of School Facilities), District Administrative Regulation 1330 (Use of School Facilities), District Board Policy E 1330 (Use of School Facilities) related to liability for damages, Board Policy 1330.1 (Joint Use Agreements), and all related District Board Policies, Administrative Regulations and California Education Code references so incorporated into the aforementioned District Board Policies and Administrative Regulations as they currently exist and/or are modified in the future. The District shall consult with the City regarding any such rules prior to their promulgation and such rules shall be consistent with the requirements of this Agreement.

If there is any conflict between the terms of this Agreement and the District Board Policies and Administrative Regulations, the District Board Policies and Administrative Regulations prevail.

C. Contact Information. The District shall provide the City with the cell phone number or pager number of the personnel who will be providing access to the District Facilities. The City shall provide the District with the cell phone number or pager number of the personnel responsible for administering the City Recreation Programs that utilize District Facilities.

5. Compliance Review. The District and City shall meet as often as required to ensure compliance with this Agreement.

6. Breach, Default and Remedies. If a Party breaches its covenants or obligations under this Agreement, the other Party may immediately terminate this Agreement for cause if the breaching Party fails to cure the default within ten (10) business days of receiving a written notice of the default.

All rights, options, and remedies 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 Parties shall have the right to pursue any one of all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

7. Notice. Any notice required by this Agreement shall be served upon the Party personally or by overnight courier service during regular business hours and shall be deemed received on the day of delivery. Notices to the City shall be addressed to City Manager, City of Coronado, 1825 Strand Way, Coronado, CA 92118. Notices to the District shall be addressed to Superintendent, Coronado Unified School District, 201 Sixth Street, Coronado, CA 92118.

8. Amendments to Agreement. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval

of such amendment, modification or variation by the Council of the City and the Board of Education of the District.

9. Co-Administrators. The City Manager, or the City Manager's designee, and the District's Superintendent, or the Superintendent's designee, are hereby designated as the co-administrators of this Agreement subject to the rights and obligations set forth herein and subject to the direction of their respective governing agencies. Nothing in this Agreement will serve to create a joint venture, partnership or agency/principal relationship between the District and the City.

10. Termination. The Agreement may be terminated by the District providing sixty (60) calendar days' written notice to the City. Upon termination, the School District shall provide to the City the pro-rata share of the City's annual payment referenced in Section 3 titled, "City Obligation" of this Agreement.

11. Indemnification by City. Third-Party Claims. City shall fully indemnify and hold harmless District and its trustees, board members, employees and agents from any and all third-party claims/demands alleging damages, losses, liability, injuries, costs, expenses and/or attorneys' fees arising or resulting from City's acts or omissions (or the acts or omissions of its agents, employees and individuals/entities it invited/permitted to use the Facilities) provided; however, that the City shall have no obligation to indemnify or hold the District harmless for such claims to the extent caused by, resulting from or arising out of the negligence or intentional misconduct of District or any of its trustees, board members, employees or agents and individuals/entities it invited/permitted to use the Facilities.

A. First-Party Claims. City shall fully indemnify and hold harmless District and its trustees, board members, employees and agents from any and all damages, losses, liability, injuries, costs, expenses and/or attorneys' fees incurred by District to the extent they were caused by or resulted from the negligence or willful misconduct of City or its agents, employees and individuals/entities it invited/permitted to use the Facilities.

B. Indemnification by District. Third-Party Claims. District shall fully indemnify and hold harmless City and its trustees, board members, employees and agents from any and all third-party claims/demands alleging damages, losses, liability, injuries, costs, expenses and/or attorneys' fees arising or resulting from the District's acts or omissions (or the acts or omissions of its agents, employees and individuals/entities it invited/permitted to use the Facilities) provided; however, that the District shall have no obligation to indemnify or hold the City harmless for such claims to the extent caused by, resulting from or arising out of the negligence or intentional misconduct of the City or any of its trustees, board members, employees or agents and individuals/entities it invited to use the Facilities.

C. First-Party Claims. District shall fully indemnify and hold harmless City and its trustees, board members, employees and agents from any and all damages, losses, liability, injuries, costs, expenses and/or attorneys' fees incurred by City to the extent

they were caused by or resulted from the negligence or willful misconduct of District or its agents, employees and individuals/entities it invited/permitted to use the Facilities.

This indemnification obligation shall continue to bind the Parties after the termination of this Agreement.

12. Insurance. During the term of this Agreement, the indemnification requirements and the insurance requirements may be satisfied by a program of self-insurance or commercial insurance.

Each Party shall maintain the following programs of insurance coverage:

General Liability insurance with limits of not less than the following, and naming the other Party as an additional insured:

General Aggregate:	\$2 million
Personal Injury:	\$1 million
Each Occurrence:	\$1 million

Workers' Compensation and Employers Liability insurance providing workers' compensation benefits, as required by the State of California.

The insurance coverage requirements in this Section shall be subject to review and adjustment to reflect coverage recommended by the Parties' insurance advisors over the term of this Agreement. Any such adjustment shall be set forth in a written amendment to the Agreement signed by both Parties.

The City and the District shall provide to each other a certificate of insurance (or in the case of self-insurance, a letter with similar assurances) each year this Agreement is in effect showing proof of the above coverage.

13. Assignment. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the duties be delegated or sub-contracted, without the express written consent of all Parties.

14. 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.

15. Severability Clause. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, only those invalid provisions shall cease and become null and void. Should the exclusion of those provisions render the Agreement contrary to the intent of the Parties, the City and the District shall use their best efforts to restructure the Agreement consistent with the original intent of the Parties. If the City and the District are unable to agree after utilizing their best efforts, this Agreement shall become null and void upon thirty (30) days written notice and at the election of either Party hereto.

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

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

17. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein except for the Tennis Courts which are the subject of an additional use agreement including the Third Amendment, dated Sept. 22, 2006, which remains in force and which is incorporated by this reference. Except as stated herein, there are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

18. 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.

19. No Agency. Nothing in this Agreement shall be deemed or construed to create or constitute an agency relationship.

20. 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.

Executed on the day and year first above written at Coronado, California.

CITY OF CORONADO

**CORONADO UNIFIED
SCHOOL DISTRICT**

By: _____
Casey Tanaka, Mayor

By: _____
Maria Simon, Board President

Date: _____

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Blair King, City Manager Date

Jeffrey P. Felix, Superintendent Date

APPROVAL AS TO FORM:

APPROVAL AS TO FORM:

Johanna N. Canlas, City Attorney Date

Gretchen M. Shipley, Attorney Date

ATTEST:

ATTEST:

Mary L. Clifford, CMC, City Clerk Date

Lee Pontes, Clerk Date

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RECONSIDER PREVIOUS COUNCIL DIRECTION TO CONVERT THE LOADING ZONE ON THE WEST SIDE OF THE 1300 BLOCK OF ORANGE AVENUE INTO TEMPORARY METERED PARKING IN SUPPORT OF THE TRIAL VALET PARKING PROGRAM

RECOMMENDATION: Do not remove loading zone in the 1300 block of Orange Avenue.

FISCAL IMPACT: If the pilot project moves forward, there will be some undetermined in-kind costs and other minor costs to the City to implement, verify, and report back to the Council on the results of the pilot project. If needed, the gross cost of the valet service itself (\$13,605 per month) has been approved to be funded by the Coronado Tourism Improvement District up to \$40,000.

CITY COUNCIL AUTHORITY: Providing direction on a valet service is 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.

CEQA: The three-month pilot project is categorically exempt under CEQA Section 15306 Class 6, Information Collection.

PUBLIC NOTICE: When first presented on May 3, staff had spoken with MainStreet, the Chamber of Commerce, and several affected business owners regarding the valet proposal and a notice of this item was provided to property addresses within 300 feet of the proposed valet location. In addition, businesses adjacent to the loading zones were also notified including all those businesses fronting Orange Avenue in the 1300 block (La Salsa to Vigilucci’s). This did not include the property owner of the Coronado Plaza building itself. For this meeting, staff has notified the owner’s representative for the Coronado Plaza, LAZ Parking, the Chamber, MainStreet, the Tourism Improvement District, the manager of Vigilucci’s, and David Spatafore.

BACKGROUND: On May 3, the Council directed staff to implement a proposal for a three-month pilot project valet service at the corner of B and Orange. As part of the approval, the Council directed staff to temporarily convert the existing 60-foot loading zone on the west side of the 1300 block of Orange Avenue in front of Vigilucci’s to three metered parking spaces as replacement for metered parking that would be displaced due to the Trial Valet Parking program.

LAZ Parking has a contract and controls the 94-space parking garage next to the Bank of America and medical office building. They have been identified as the entity to manage the Trial Valet Parking program.

Subsequent to Council direction, LAZ Parking amended the proposed management agreement and inserted the following language:

“As further part of this agreement, Permittee attests that it has a contractual obligation with its current client, the Ownership entity of the Coronado Plaza. At any time during or after the issuance of this Permit, should any of the three (3) commercial loading zone

spaces located in front of Coronado Plaza (as illustrated in loading Zone 3 on the accompanying Attachment D) be removed by the City or by any other Entity at any time, permittee will in such instance be faced with a conflict of interest to its current client, and will under such instance discontinue the valet service with seventy-two hour (72) notice to the City.”

In short, LAZ’s position is the Bank of America parking garage will not be available for the Trial Valet Parking if the loading zone in front of Coronado Plaza, the 1300 block of the west side of Orange Avenue, is removed. Subsequently, the valet proposal would no longer be able to proceed as approved without acquiring another valet provider and available parking spaces.

This action was taken by LAZ in response to the owners of the Coronado Plaza who wish to retain the loading zone. The owners of Coronado Plaza and LAZ have a larger business relationship to the extent that LAZ will not participate if the City uses its discretion to change the condition of the on-street parking in front of the 1300 Block of Orange Avenue, as it may affect LAZ in other locations.

ANALYSIS: If the Council wishes to proceed with the pilot valet program this summer, it could choose to rescind its direction and not convert the loading zone to parking stalls. The agreement with LAZ Parking can be quickly executed and the program could commence.

In the alternative, the Council may want to reassert that the fronting property owner does not “own” the on-street parking fronting their property and, although the Council desires to accommodate individual property owners, the stand by LAZ is too confrontational.

One could argue that the public can already take advantage of the 40 parking spaces in the BofA building by self-parking for five dollars (\$5) or the City (subject to negotiations with LAZ Parking) could enter into a lease (approximately \$90 per space per month x 40 spaces = \$3,600 per month) and make it free public parking for significantly less than the monthly valet service charge.

ALTERNATIVES: 1) Direct staff to leave the existing loading zone in the 1300 block of Orange as is, and proceed with the pilot valet program as otherwise approved on May 3, 2016, for a three month or other period of time; or 2) Direct staff to explore leasing the available parking spaces in the BofA building and make it free parking for the summer; or 3) Direct staff to explore working with other property owners and valet companies to initiate a pilot valet program in the future; or 4) No longer pursue valet parking in the downtown at this time.

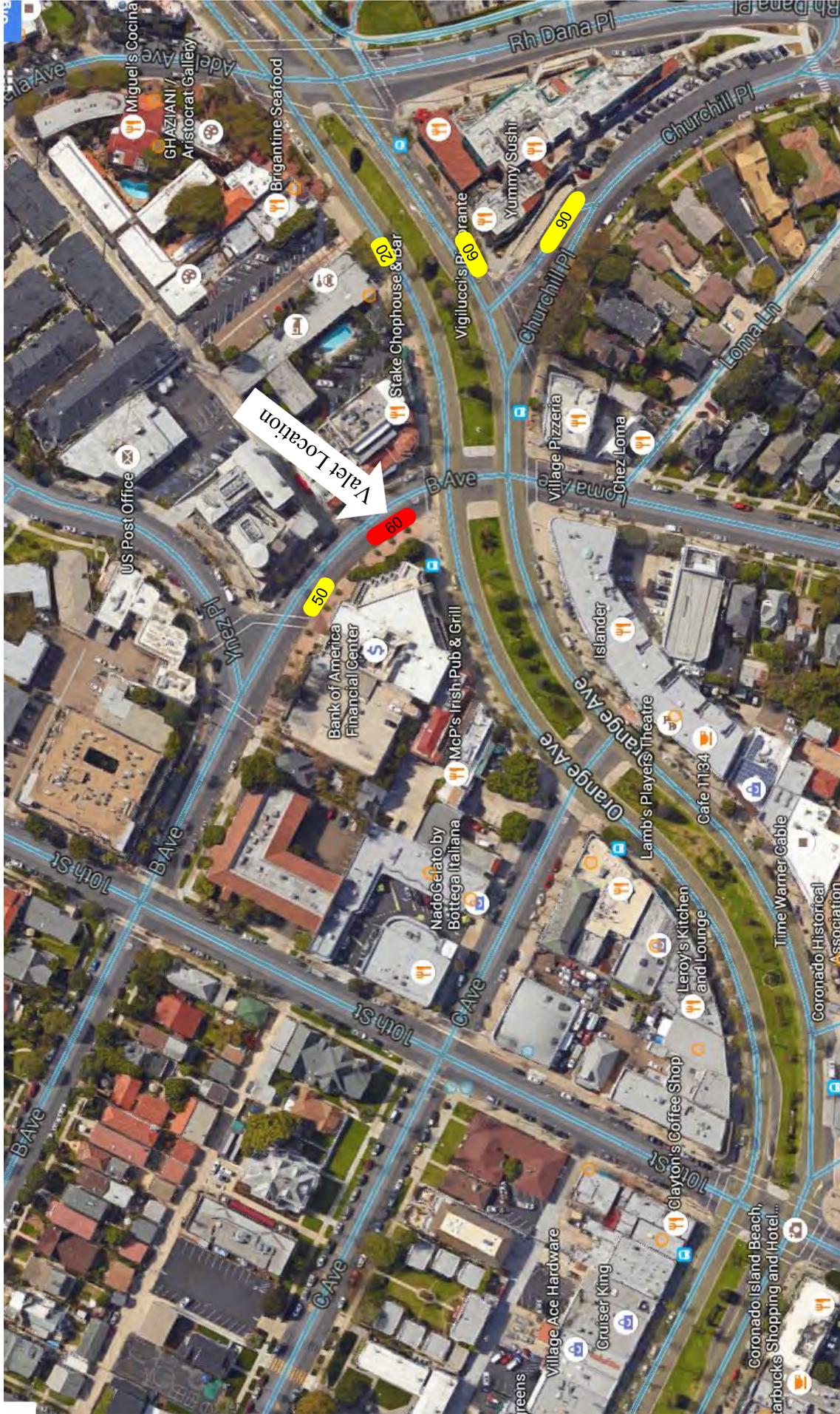
Submitted by City Manager/Assistant City Manager Ritter

Attachments: A – Map of Existing Loading Zones

B – Draft Commercial Use Permit for Valet Services as modified by LAZ Parking

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

ATTACHMENT A – Existing Loading Zones



- 60 ft Proposed new Loading/Valet Zone with 3 spaces
- 60 ft Existing Loading Zone (Vigilucci's) with 3 spaces
- 50 ft Existing Loading Zone (BofA) with 2 spaces
- 20 ft Existing Passenger Loading Zone (La Avenida Inn) with 1 space
- 90 ft Existing Loading Zone on Churchill Place

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CITY OF CORONADO



PERMIT FOR USE OF CITY PROPERTY FOR COMMERCIAL ACTIVITY: VALET SERVICES

In accordance with Title 20, Chapter 20.12 of the Coronado Municipal Code, this Permit for Use of City Property for Commercial Activity: *Valet Services* is issued as follows:

1. **Permittee**: This permit is issued to **LAZ Parking, CA LLC** 9333 Genesee Avenue, Suite 220, San Diego, CA 92121, hereafter known as the “Permittee”.
2. **Property**: The Permittee may utilize no more than 60 feet of curb space and adjacent sidewalk comprising the loading/valet zone located within the right of way located at the corner of B Avenue and Orange Avenue in the City of Coronado and as shown in the attached Location Map (hereinafter referred to as the Property).
3. **Commercial Activity**: Permittee may use the above-described Property only for the purposes of providing valet parking services in accordance with the conditions listed in this permit.

As part of this agreement, Permittee attests that it has a contractual right to utilize 40 parking spaces 7 days per week, from 11:00 a.m. to 5:00 p.m. with an additional 15 parking spaces from 5:00 p.m. to 11:00 pm; for use as valet parking spaces as described in this agreement; in the Coronado Bank of American garage.

As further part of this agreement, Permittee attests that it has a contractual obligation with its current client, the Ownership entity of the Coronado Plaza. At any time during or after the issuance of this Permit, should any of the three (3) commercial loading zone spaces located in front of Coronado Plaza (as illustrated in loading Zone 3 on the accompanying Attachment D) be removed by the City or by any other Entity at any time, permittee will in such instance be faced with a conflict of interest to its current client, and will under such instance discontinue the valet service with seventy-two hour (72) notice to the City.

Permittee may place up to one podium, one umbrella, two seating stools, one trash receptacle, and one A-frame sign on the sidewalk adjacent to the valet zone as long as it does not impede pedestrian use of the public sidewalk. The wording and location of appropriate signage, as approved by the City, is allowed on the podium, umbrella, and both sides of the A-frame sign to identify the availability of the valet service and price.

Permittee will keep accurate statistical records tracking time of day usage and the name of businesses patronized by the valet customer. This would include recording the time in and out of each vehicle and making a note of the driver's response to an inquiry as to the purpose of their visit or what businesses they visited. This information will be provided to the City in an MS Excel spreadsheet on a weekly basis.

4. **Term of Permit:**

4.1 Subject to the conditions herein, this permit shall commence for a trial period of three (3) months commencing on June 11, 2016 and expire on September 10, 2016.

4.2 This permit may be terminated at the convenience of the City, at the sole discretion of the City, with ten days' notice to the Permittee.

4.3 In the case of an emergency, or to protect the health, safety, and welfare of the public the City may suspend or terminate the permit 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 of Coronado, its 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 of Coronado, its officers, agents or employees.

6. **Fee:** During this pilot period the fee for occupying the property will be waived. For informational purposes, it should be known that the typical annual fee for a Commercial Use Permit is \$802.00 adjusted annually for inflation.

7. **General Conditions:**

7.1 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 that the valet parking service shall be confined to the 60 feet of curb space comprising the loading/valet zone located within the right of way located at the corner of B Avenue and Orange as delineated by the City .

8.2 The Permittee agrees that the valet parking service may only be offered during the following hours: Sunday-Wednesday, 11:00 a.m. to 10:30 p.m. Thursday through Saturday, 11:00am to 11:00pm.

8.3 The Permittee warrants and agrees to fully comply with the following terms and conditions:

- a) The Permittee shall ensure that the sidewalks around the Property are kept safe, clean and unobstructed for pedestrian traffic.
- b) The Permittee shall possess and maintain a Coronado Business License.
- c) The Permittee shall comply with the insurance requirements set forth in Section 8.6 of this Permit.
- d) The Permittee shall utilize the “Valet Parking Route” shown on the attached Location Map when driving vehicles to or from the valet parking zone. Valet parking shall be limited solely to those parking spaces located in the parking garage of the Bank of America. No on-street or other public parking area shall be utilized for the valet operation. Employees of the valet service shall not park their personal vehicles at a public parking space within 2 square blocks of the valet service. Employees of the valet service can use the parking spaces in the Bank of America building designated for valet to park their personal vehicle.
- e) When all valet parking spaces are utilized, the Permittee shall post a sign stating “Valet Parking Full.”
- f) Employees of Permittee shall be valid licensed drivers and wear a conspicuous uniform, badge or other approved method of identification that is associated with the valet service.
- g) The Permittee shall provide adequate staffing to minimize the amount of cars waiting to be served. At no time shall traffic on B Avenue or Orange Avenue be blocked or otherwise impacted.
- h) The Permittee shall store keys in a secure, lockable cabinet or other approved location.
- i) Valet service employees shall not have been convicted of an offense involving dishonesty, violence, automobile theft, vandalism or driving under the influence of drugs or alcohol within the last five (5) years prior to employment by the Permittee.

8.5 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 and Permittee’s Contractor 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.

The obligation of Permittee 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.

- 8.6 At all times at which this permit is in effect the Permittee shall maintain a policy of commercial general liability (including automobile) insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) per aggregate bodily injury, personal injury and property damage from an insurance company authorized to be in business in the State of California. Said insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

The liability policy shall name the City of Coronado, its officers, employees, agents and members of its City Council as additional insureds. The Permittee and Permittee's Contractor shall furnish evidence of such coverages at all times during the term of this permit. The insurance policy shall provide that the policies shall remain in full force during the life of the permit and shall not be cancelled, terminated or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

The Permittee's Contractor shall also furnish a policy of Worker's Compensation Insurance as required by California law.

- 8.7 The Permittee shall not block or otherwise interfere with any established civic uses of City property.
- 8.8 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. Spills, residues, and deposits on the property shall be closely monitored and cleaned up immediately.
- 8.9 The Permittee shall comply with all applicable federal, state and local laws, regulations and ordinances.
- 8.10 The exercise of any privileges granted by this permit constitutes the acceptance of all of the conditions of this permit.
- 8.11 The Permittee shall use the property only for the purposes specified above.
- 8.12 The Property shall not be used to support and/or 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 of Coronado, 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 of Coronado 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 of Coronado.

10. **Possessory Interest:** The Permittee recognizes and acknowledges that this permit may create a possessory interest subject to property taxation, and that in accordance with California Revenue and Taxation Code Section 107.6, 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 City. 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:

 Kynn Knight
 Executive Vice President
 LAZ Parking, CA LLC

 Date

 Blair King
 City Manager
 City of Coronado

 Date

Attachments:

- A) Valet Driver Route
- B) Customer Route
- C) Location Map

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COUNCIL REPORTS ON INTER-AGENCY COMMITTEE AND BOARD ASSIGNMENTS

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**Councilmember Carrie Anne Inada Downey
Coronado Meetings/events from April 15-June 16, 2016**

Date	Event	Activity/Topics
June 16, 2016	Chamber of Commerce Sundowner	Attended
June 9, 2016	Coronado High School Graduation	Attended
June 7, 2016	City Council Meeting	Participated
June 7, 2016	Coronado MainStreet Association Board Meeting	Briefed Council Agenda
June 6, 2016	Coronado High School Senior Awards	Presented Lions Club Awards
June 3, 2016	San Diego Association of Governments (SANDAG) Represented Coronado Planning Committee Meeting	
May 23, 2016	Coronado High School Islander Awards	Attended
May 21-June 5	Met with 3 rd and 4 th Street Residents	Requested input on Pedestrian scale Street Lights
May 21, 2016	Avenue of Hero's Reception	Attended
May 19, 2016	Wampler Foundation Poker Night Fundraiser	Attended
May 18, 2016	Airport Land Use Compatibility Plan (ALCUP) Stakeholder Meeting	Discussed Coronado impacts
May 17, 2016	City Council Meeting	Participated
May 6, 2016	SANDAG Planning Committee Meeting	Represented South County
May 4, 2016	Safe Routes to School Bike to School Day CMS and CHS	Attended
May 3, 2016	City Council Meeting	Participated
April 29, 2016	SANDAG Board Meeting	Represented South County
April 28, 2016	Met with John O'Brien and Kevin Rugee	Listed to RSIP 3 Concerns
April 28, 2016	SANDAG Energy Working Group Meeting	Represented South County
April 27, 2016	ALCUP Meeting	Discussed Coronado Impacts
April 24, 2016	Motor Cars on MainStreet	Attended
April 16, 2016	Chamber of Commerce Salute to the Military Ball	Attended
April 15-16, 2016	Coronado Flower Show	Volunteered
April 14, 2016	Coronado High School Empty Bowls Fundraiser	Attended

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**Agenda Item 11a: Report on Inter-Agency Committee and Board Assignments for
Councilmember Michael Woiwode
Period ending 6/7/2016**

Saturday, 6/4: Battle of Midway remembrance hosted by US Navy aboard Midway Museum.

Friday, 6/3: SANDAG Transportation Committee. Jurisdictions that have not yet spent funds allowed for completed or inactive projects have until June 24 to claim them, or they revert to SANDAG for reassignment.

Friday, 6/3: SANDAG Regional Planning Committee. Reported to the Committee on the activities of the Military Working Group.

Thursday, 6/2: Metro JPA. Our income credit, power saving, and bond savings allocation is \$183K.

Wednesday, 6/1: Ribbon cutting at Lobster West.

Monday, 5/30: Memorial Day celebration in Star Park.

Sunday, 5/29: Coronado Yacht Club Opening Ceremony.

Friday, 5/27: Kick-off for Free Summer Shuttles.

Thursday, 5/26: Coronado Cays HOA. The HOA would like replacement of the outer block retaining wall to be included in the CIP; the Mardi Gras representative wants assurance that the City is at the table when the Navy is designing it's SSTC entrance; and a member asked that the Cays exit sign on SB CA 75 be illuminated.

Saturday, 5/21: Avenue of Heroes induction of next 17 banner recognitions.

Saturday, 5/21: Relay for Life.

Friday, 5/20: SANDAG Transportation. Approved RTIP #12.

Friday, 5/20: BIKE TO WORK DAY. Coronado had a wonderful rest stop on the ferry, hosted primarily by Holland's.

Thursday, 5/19: Chamber hosted "Meet the Leaders" featuring the Mayor and City Executives.

Wednesday, 5/18: Governor's Inaugural Defense Summit in Sacramento. Represented the SANDAG Military Working Group. Relevant topics included land use, energy, and community relations.

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BRIEFING ON PLANS FOR 2016 FOURTH OF JULY CELEBRATION

RECOMMENDATION: Receive the briefing on planning for the Fourth of July and provide direction to staff as appropriate.

FISCAL IMPACT: It is estimated that 871 personnel hours will be expended directly attributable to July 4th activities, the equivalent of a staff of approximately 110 employees working a full eight-hour day. This is above and beyond the “base maintenance” staffing required to service the City for a normal day. City staff will be supplemented by Elite Security for a cost of \$7,791. The City also receives mutual aid from other police agencies in San Diego County on the Fourth.

A contractor will install and remove barricades for \$22,000. Porta-potties will cost \$5,838.

The City Council approved a grant of \$27,500 to the 4th of July Committee for Fiscal Year 2015-16.

CITY COUNCIL AUTHORITY: This item is informational.

PUBLIC NOTICE: None required.

BACKGROUND: The Fourth of July is Coronado’s signature celebration. It consists of a suite of events coordinated by the 4th of July Committee. Pursuant to Municipal Code Section 20.30, the 4th of July Committee annually submits by October 1 a request for a Major Special Event. By ordinance, the City Council reviews the Major Special Events for approval at the second Council meeting in October. The level of planning and coordination to execute Coronado’s 4th of July is significant. Typically, the 4th of July Committee’s request encompasses the 12K/5K run/walk; a rough water swim; parade; art in the park; concert in the park; and fireworks. The 4th of July Committee allows the City to rally a large number of volunteers to execute Coronado’s July Fourth which, if not available, would require additional City staff or paid contractors, along with increased costs.

The City and the 4th of July Committee work closely to avoid increased commercialization. Because of the large crowds attracted to Coronado on the Fourth, many entrepreneurs seek to market or sell. The 4th of July Committee has worked closely with staff to limit and deny commercial activities, including various promotional events and alcohol sponsorship requests.

This year, there are two events outside of the umbrella of the 4th of July Committee. The Coronado Yacht Club and the Coronado Tourism Improvement District are sponsoring a skydiver, mid-day, landing near Stingray Point. This event has been briefed with City staff. Circumnavigate is an unofficial, non-sponsored spontaneous event involving several hundred bike riders that traditionally occurs later afternoon on July 3. The event is not planned or briefed with the City. However, the Police Department attempts to provide a presence in order to assist the bike riders safely cross key intersections and provide for general safety. It is assumed that circumnavigate will occur again this year beginning at Star Park Circle.

This report is to provide the City Council a brief on the upcoming Fourth of July celebration.

ANALYSIS: In 2011, the Police Department created a “safety zone” due to public safety and security concerns to prohibit vehicles from parking within one block of the parade route, from Second Street to Churchill Place. This zone has been established each year since and the Police Department will create the same perimeter for 2016. The streets will be posted and A-frames will be positioned at all of the streets at Orange Avenue and at C and D Avenues with the wording “Road Closed – Tow Away Zone 0430-1500.” The Police Department will continue to distribute door hangers to the residences in the vicinity of the no parking and tow away zones several days before the holiday. The door hangers have been well-received by the community since the Police Department first distributed them in 2014. An informational FAQs will be posted to the City’s homepage, along with a press release. Information will also be posted on the City’s Facebook and Twitter pages, with reminder posts leading up to the holiday. Nixle alerts will also be used to notify the public.

The Police Department generally does not seek to tow vehicles. If a vehicle is parked in a tow zone, the Police Department will announce on a public address system that vehicles will be towed, and if it appears that a vehicle “belongs” to a resident, the police will seek to contact the occupant. But, with no other options, vehicles unfortunately will be towed. The City’s tow contactor is El Cordova. In 2015, the City towed two vehicles and 17 private impounds occurred. In 2014, the City towed five vehicles with an additional 19 private impounds. Although the Police Department is notified of private impounds, in this case, recovery of the vehicle is between the owner and the private property owner.

As a result of the Boston Marathon bombing, the lids of trash receptacles in the commercial district are removed to allow for quick inspection. However, litter is more prone to blow out of the open trash receptacles.

For safety’s sake, camping the night of July 3 along the parade route is prohibited. Staff will prohibit and confiscate items left on Orange Ave. medians until about 5 a.m., or until the public demand becomes overwhelming, whatever occurs first.

A private contractor, Hudson Safety Light, will provide barricades for the parade, which will be positioned on July 3, and then repositioned during the course of the Fourth. The cost of Hudson Safety Light is \$22,000.

The Police Department will receive supplemental services from Elite Security for traffic control and to provide a security presence during the parade. The cost is \$7,791. In addition, the private security firm, Security First, will continue to provide security for the fire rings and the beach.

Buoys will be set out in Glorietta Bay by City lifeguards on Wednesday, June 29.

The Five Points intersection will be closed approximately 30 minutes prior to the fireworks and the boat launch ramp approximately five minutes prior to the fireworks.

Public transportation will continue to be provided during the day. Routes will be relocated during the parade. The time for the Silver Strand Summer Shuttle will be extended into the evening. Staff is working with Loews to initiate service at 7 in the morning.

State Parks will open Silver Strand State Beach at 6 a.m., earlier than normal. The Police Department will have a presence as vehicles que-up to enter into State Parks.

City staff was recently informed by the 12K Run/5K Walk organizer, Easy Day Sports, and the 4th of July Committee that they have been denied access to Naval Amphibious Base (NAB) for this event. The run has traditionally entered onto NAB for a small portion of the race before returning to Tidelands Park. Each year, City staff and event organizers confirm that the backup plan, should access to the Navy Base be denied, is to revert the race to a 10K, which would allow runners to turn around at the NAB entrance and return to Tidelands Park. This year, however, with the base off-limits to the run, the race organizer has been allowed the option of maintaining a 12/K run by extending the course down the Silver Strand Bike Path. This will require traffic control at two additional signalized intersections. Because City staff is fully committed, race organizers have been given the option of securing the services of a certified traffic controller from a private security firm to provide traffic control and not impact the Police Department. It is assumed that Elite Security can provide this service.

In 2014, the fireworks display was modified so that the size of the largest fireworks shell was reduced to 8” from 10” and 12”. The fireworks size will remain the same for 2016. Coronado Police will patrol SR 75, as in the past, to ensure no people are trespassing on nesting sites. A notice of exemption for the Fireworks has been filed.

The Community Center, the Club Room and Boathouse, and the pool will be closed on July 4. There will be no boat rentals at the Boathouse. The Skatepark will also be closed. The lifeguard tower at Glorietta Bay Park 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 Portable Restroom Trailer is in service at the end of Avenida Del Sol. It will be pumped out twice during the day. A total of 96 porta-potties will be imported for the Fourth at a cost of \$5,838. Care is taken to not inconvenience homeowners with the location of the portable toilets. However, often the volume of toilets places one or two in an undesirable location. Some porta-potties will be delivered earlier to help service the beach. These will be serviced daily. The porta-potties delivered for the Fourth will be serviced at the end of the day.

A total of 12 bleachers will be installed at two locations with full canopies. A total of eight speaker platforms and a possible ninth platform will be located in the Orange Ave. median. The bleachers will be erected on July 3 and the platforms will be delivered on Friday, July 1.

The Emergency Operations Center will be partially activated during the Fourth and will serve as a command post and be prepared to quickly respond to emergencies.

The Fire Department will operate with two ambulances. During the parade, the ambulances will be staged on each side of the parade route and then will be staged with one in the Village and the second in the Cays.

The designated helicopter evacuation landing site will be at Tidelands Park.

Staff has developed a detailed map, Fourth of July Traffic Control 2016, 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 Chamber at the June 21 Council meeting.

Submitted by the City Manager's Office

Attachment: Schedule of Events

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



Coronado Independence Day Celebration 2016 Monday, July 4, 2016

OFFICERS

David Szymanski
President

Michelle Fernandez
Vice President

Yvonne Kuhn
Secretary

Laura Szymanski
Treasurer

DIRECTORS

Melinda Blade
Doug Clarke
Judy Clarke
Dr. Joe Ellis
Gill Gilliland
Javier Gomez
Robb Huff
Robert Kracht
George Smith
Scott Smith
Todd Tanghe

COUNSEL

Pat Callahan, Jr.

7:00 AM: 41st Annual Independence Day 12K Run-5K Run/Walk
Tidelands Park (Registration at 5:30 AM)
Register at contact@easydaysports.com or <http://runcoronado.com>

8:00 AM – 4:00 PM: Art in the Park
Spreckels Park (Sixth Street & Orange Avenue)

9:00 AM: 57th Annual Rough Water Swim
Central Beach (Check-In Starts at 7:30 AM)
Registration at <https://sites.google.com/site/nadorws/home>

10:00 AM: 68th Annual Independence Day Parade
Theme “**America’s Celebration**”
Orange Avenue from First Street to Churchill Place

2:30 – 4:00 PM:
San Diego Star Wars Society in Star Park
Will be available for photos and questions.

4:00 PM: Concert in the Park
Spreckels Park
Music by: “**Coronado Community Concert Band**”

9:00 PM: Fireworks
Glorietta Bay
Music played on radio station: “**KyXy 96.5**”

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CONSIDERATION OF APPROVAL OF THE FOURTH AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT WITH BLAIR KING RELATED TO COMPENSATION

RECOMMENDATION: Authorize the Mayor to execute an amendment to the City Manager Employment Agreement.

FISCAL IMPACT: The proposed compensation adjustment provided to the City Manager is a 2% 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 2016-17 budget adoption. The City Manager’s salary will increase from \$212,704 to \$216,958.

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. On June 16, 2015, the City Council approved the Third Amendment to the Agreement.

ANALYSIS: For Fiscal Year 2016-2017, it is recommended that the City Manager receive a 2% base salary increase. State law requires that compensation of all City executive officers’ compensation be approved on a duly noticed public meeting in open session. Providing a base salary increase to the City Manager requires an amendment to the City Manager Employment Agreement between the City and Mr. King. All other terms remain the same.

The proposed fourth Amendment to the City Manager Employment Agreement is attached.

Submitted by City Attorney’s Office/Canlas

Attached: Fourth Amendment to City Manager Employment Agreement Between the City of Coronado, a Municipal Corporation, and Blair King

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

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**FOURTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT is made and entered into effective this [REDACTED] day of June 2016, 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. The City and Officer amended the Agreement with a Third Amendment dated June 16, 2015.

2. WHEREAS, this Fourth Amendment amends and incorporates the Agreement, the First Amendment, the Second Amendment, and the Third Amendment. The City and Officer intend that all terms of the Agreement, the First Amendment, the Second Amendment, and the Third Amendment referenced above shall remain effective to the extent they are not amended by this Fourth Amendment to the Employment Agreement.

3. WHEREAS, the terms of the Agreement, the First Amendment, the Second Amendment, and the Third 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 two percent (2%) from \$212,704 to \$216,958.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree to this Fourth Amended Employment Agreement as follows:

Section 1. Section 4(A)(1)(a) of the Agreement is hereby amended to reflect the base salary as \$216,958.

Section 2 Except as modified in this Fourth Amendment, each and every term and condition of the Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall remain in full force and effect.

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

“City”

“Officer”

CITY OF CORONADO
a municipal corporation

By _____
Casey Tanaka, Mayor

Blair King

ATTEST:

By: _____
Mary L. Clifford, CMC, City Clerk

APPROVED AS TO FORM:

Johanna N. Canlas, City Attorney

AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES

RECOMMENDATION: Authorize the City Manager to execute the Second Amendment to the Agreement for City Attorney Services with the law firm McDougal, Love, Eckis, Boehmer & Foley.

FISCAL IMPACT: The current retainer is \$10,000 per month. An increase to \$12,000 per month will cost an additional \$24,000 per year. Sufficient funds are allocated in the FY 2016-2017 budget.

CITY COUNCIL AUTHORITY: Awarding or renewing 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: The City has engaged the law firm of McDougal, Love, Eckis, Boehmer & Foley (the “Firm”) to provide legal services since 1997. After conducting a Request for Proposals in 2011, the City Council approved a new agreement with the Firm appointing Johanna Canlas as City Attorney and to provide legal services effective February 1, 2012 (“Agreement”).

ANALYSIS: The contract with the City Attorney consists of two financial components, the flat monthly basic retainer for unlimited traditional municipal law “general” services, and the per-hour for special services above and beyond the retainer. The Firm has not increased the monthly retainer since the 2012 Agreement was executed. During this time, the Firm has continued to provide high quality legal services for the City and the Council.

The monthly basic retainer rate was established at \$10,000 per month to cover all general attorney services. Accordingly, this proposed Second Amendment would only provide for an increase in the base retainer from the current \$10,000 per month to \$12,000 per month, effective July 1, 2016. The Second Amendment reflects this change. All other terms of the Agreement not affected by this proposed Second Amendment would remain in effect.

ALTERNATIVES: The Council could provide alternative direction.

Submitted by City Manager/King
Attachment: Second Amendment

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

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SECOND AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES

This SECOND 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

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 the basic retainer for general services since the initial AGREEMENT was entered in 2012. During this time, the Firm has continued to provide high quality legal services for the City and the Council.

Accordingly, this SECOND AMENDMENT provides for an increase in the basic retainer for general services from the current \$10,000 per month to \$12,000 per month, effective July 1, 2016. The hourly rate 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 1. Section 2.1.1 of the AGREEMENT is hereby amended to reflect the basic retainer amount as \$12,000 per month.

Section 2. Except as modified in this SECOND AMENDMENT, each and every term and condition of the AGREEMENT and FIRST AMENDMENT shall remain in full force and effect.

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

FIRM:

By: _____
Steven E. Boehmer, President

Date: _____

By: _____
Johanna N. Canlas

Date: _____

CITY:

By: _____
Blair King, City Manager

Date: _____

CONSIDERATION OF REQUEST FROM COUNCILMEMBER SANDKE TO HAVE AN AGENDA ITEM BROUGHT FORWARD THAT WOULD REQUEST THE CITY COUNCIL TO INITIATE ACTION BY THE CITY ATTORNEY AND CITY CLERK TO PLACE ON THE NOVEMBER 2016 BALLOT AN ADVISORY MEASURE RELATED TO RELINQUISHMENT

Please see attached request from Councilmember Sandke.

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

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June 15, 2106

Mayor Tanaka, City Council & City Manager Blair King:

Per council policy 2, I would like to have an agenda item brought forward that would request the City Council to initiate action by the City Attorney and City Clerk to place on the November 2016 Ballot an advisory measure related to relinquishment. Specifically, I would like to give our community a chance to let us know how they feel about Coronado taking back local control of Orange Avenue as well as 3rd and 4th streets from CALTRANS.

To clarify, I feel our community interest would be best served by focusing, as we previously discussed during deliberations on AB-2075, on CA-75 from NAB to the Bridge and all of CA-282 but I leave it to council deliberations to frame the scope of our ballot question.

While only advisory in nature, the results of such a ballot measure will give us as policy makers an important barometer reading on public sentiment for this segment of the singularly most important challenge to our community's quality of life- traffic.

Clearly this vote would not compel any specific governmental action to move CALTRANS towards relinquishment. Relinquishment would in fact be an act of the California State Legislature and California Transportation Commission following a Project Study Report that would focus on current conditions of the roadways, immediate safety & maintenance needs as well as a 10 year outlook on forward looking up keep.

Thank you for considering my request on this critical issue for our community.

Bill Sandke

Council Member, City of Coronado