

REQUEST FOR COUNCIL ACTION
CITY OF SAN DIEGO

CERTIFICATE NUMBER
(FOR COMPTROLLER'S USE ONLY)

TO:
CITY COUNCIL

FROM (ORIGINATING DEPARTMENT):
ECP/Right of Way Design Div

DATE:
07/21/2010

SUBJECT: Carroll Canyon Road Extension Project – Execution of Mitigation Satisfaction Agreement and Amendment 1 to Cooperative Agreement

PRIMARY CONTACT (NAME, PHONE):
Marnell Gibson, 533-5213, MS 908A

SECONDARY CONTACT (NAME, PHONE):
Abi Palaseyed, 533-4654, MS 908A

COMPLETE FOR ACCOUNTING PURPOSES

FUND					
DEPT / FUNCTIONAL AREA	OTHR-00000000-TR				
ORG / COST CENTER	2113120013				
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER	S-00841.06.02				
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$2,700,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Qualcomm Fair Share - \$2,700,000

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
	ORIG DEPT.	Heinrichs, Tony	10/26/2010
	CFO		
	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor or his designee to execute a Mitigation Satisfaction Agreement with Qualcomm, Inc. for construction of an additional lane for the southbound I-805 on-ramp for CIP S-00841, Carroll Canyon Road Extension Project; and
2. Authorizing the Comptroller to establish an interest bearing fund for CIP S-00841, Carroll Canyon Road Extension Project; and
3. Authorizing the acceptance of \$2,700,000 into the established interest bearing fund; and
4. Authorizing the Chief Financial Officer to increase the Fiscal Year 2011 Capital Improvements Program budget by appropriating \$2,700,000 from Developer Contribution, into CIP S-00841, Carroll Canyon Road Extension Project; and
5. Authorizing the Mayor or his designee to execute Amendment 1 to the cooperative agreement with Caltrans for CIP S-00841, Carroll Canyon Road Extension Project, in the amount of \$2,700,000; and
6. Authorizing the expenditure of \$2,700,000 from CIP S-00841, Carroll Canyon Road Extension Project, contingent upon CFO certifying that the funds are on deposit with the City Treasurer; and

STAFF RECOMMENDATIONS:

Approve the resolutions

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S):	1, 5
COMMUNITY AREA(S):	Torrey Pines, Mira Mesa
ENVIRONMENTAL IMPACT:	This activity is covered under MND/EA (SCH No. 2009011064, adopted April 2, 2009), prepared by Caltrans as Lead Agency. The activity is adequately addressed in the environmental document and there is no change in circumstance, additional information, or project changes to warrant additional environmental review. The activity is part of a series of subsequent discretionary actions adequately covered by the previously approved project and is not considered a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section §15378(c).
CITY CLERK INSTRUCTIONS:	None

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 07/21/2010

ORIGINATING DEPARTMENT: ECP/Right of Way Design Div

SUBJECT: Carroll Canyon Road Extension Project – Execution of Mitigation Satisfaction Agreement and Amendment 1 to Cooperative Agreement

COUNCIL DISTRICT(S): 1, 5

CONTACT/PHONE NUMBER: Marnell Gibson/533-5213, MS 908A

REQUESTED ACTION:

Execution of Mitigation Satisfaction Agreement and Amendment 1 to Cooperative Agreement

STAFF RECOMMENDATION:

Approve the resolutions

EXECUTIVE SUMMARY OF ITEM BACKGROUND:In 2009, Council approved a Cooperative Agreement with Caltrans to design and construct two roadway projects in the Sorrento Valley area. The first component is the City's responsibility and includes the design and construction of the, "Extension of Carroll Canyon Road from Scranton Road to Sorrento Valley Boulevard" CIP S-00841. The second component, is Caltrans' responsibility, and includes the design and construction of new High-Occupancy Vehicle (HOV) lanes on the I-805 freeway, from the existing HOV terminus at the I-805 and I-5 merge and extending the proposed HOV lanes southward until they connect to the proposed Carroll Canyon Road with Direct Access Ramps (DARs). Both projects must be constructed together in order to become fully operational and functional. The agreement stipulates that Caltrans will take the lead for environmental approval, design and construction of both components and the City will contribute their fair share. Currently, Caltrans is in the process of bidding/awarding the construction contract and anticipates the completion by 2013.

These actions will authorize the City to enter into a mitigation satisfaction agreement with Qualcomm to fulfill their development requirement by constructing an additional lane for the I-805 southbound on-ramp at Sorrento Valley Road and Amendment 1 to the Cooperative Agreement, which facilitates Qualcomm's fair share contribution as payment to Caltrans in order to incorporate the construction of the additional lane into the construction contract. These agreements were coordinated amongst the City, Caltrans and Qualcomm in order to have all construction related activities occur in one construction contract, and minimize disruptions to the community, and improve the transportation circulation in the Sorrento Valley area.

FISCAL CONSIDERATIONS: A developer contribution by Qualcomm in the amount of \$2,700,000 will be provided for the construction of the on-ramp.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: On May 19, 2009 per Resolution RR-304921 the City entered into a Cooperative Agreement with Caltrans for the construction of

Carroll Canyon Road Extension Project. The subject item will be presented to the LU&H committee on November 10, 2010.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This amendment to the cooperative agreement is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and is subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: On February 10, 2005, the Torrey Pines Community Planning Board voted to approve the Carroll Canyon Road Extension project.

On August 15, 2005, the Mira Mesa Planning Group voted to approve the Carroll Canyon Road Extension project.

On November 17, 2008 the Mira Mira Mesa Planning Group noted that the I-805 direct access ramp (DAR) environmental impact report (EIR) was received

On February 10, 2009 Caltrans held a public hearing of the Draft Initial Study with the proposed Mitigated Negative Declaration/Environmental Assessment for the Carroll Canyon Road Extension Project.

On February 17, 2009 Caltrans met with the Mira Mesa Planning Group to update them as to the status of this project and answer questions.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Motorists in western Mira Mesa and Sorrento Valley and on Interstate 805 will experience greater connectivity with the roadway system. Businesses in western Mira Mesa and Sorrento Valley will experience greater access from and to the freeway system. The City of San Diego, Caltrans, SDG&E, Qualcomm, Torrey Pines Community, and Mira Mesa

Heinrichs, Tony

Originating Department

Deputy Chief/Chief Operating Officer

I-805 ON-RAMP MITIGATION SATISFACTION AGREEMENT WITH
QUALCOMM INCORPORATED FOR 5751 PACIFIC CENTER BOULEVARD
AND 5530 MOOREHOUSE DRIVE

This Mitigation Satisfaction Agreement (“Agreement”) is entered into on _____, 2010, by and between Qualcomm Incorporated, a Delaware corporation (“Applicant”) and the City of San Diego, a municipal corporation (“City”), (collectively “the Parties), with respect to Applicant’s mitigation requirements for 5751 Pacific Center Boulevard and 5530 Moorehouse Drive.

RECITALS

WHEREAS, the City has granted to Applicant Planned Development Permit No. 31834 and Coastal Development Permit No. 49655, amendment to Planned Industrial Development Permit No. 87-0755 (collectively “5751 Pacific Center Boulevard Permit”), relating to certain real property owned by Applicant and located at 5751 Pacific Center Boulevard, San Diego, California (“5751 Pacific Center Boulevard Property”).

WHEREAS, the conditions to the granting of the 5751 Pacific Center Boulevard Permit include certain mitigation measures identified in Mitigated Negative Declaration, LDR No. 14558 (“Pacific Center Mitigated Negative Declaration”). One of the conditions contained within Section V (Mitigation, Monitoring and Reporting Program) respecting Transportation/Circulation/Parking of the Pacific Center Mitigated Negative Declaration states as follows:

- “L. Provide an additional lane on the Sorrento Valley Road on-ramp to Southbound I-805 Interstate, when the Carroll Canyon Road extension project is completed.” (“Lane Extension Condition”)

WHEREAS, the Applicant is the current owner of certain other real property located at 5530 Morehouse Drive, San Diego, California (“5530 Morehouse Drive Property”). City has granted Planned Industrial Permit No. 89-0398 (as amended on May 23, 2007) with respect to the 5530 Morehouse Drive Property (“5530 Morehouse Drive Permit”).

WHEREAS, the conditions to the granting of the 5530 Morehouse Drive Permit include certain mitigation measures identified in Final Mitigated Negative Declaration for Project No. 86053 (“the Morehouse Drive Mitigated Negative Declaration”). One of the conditions contained within Section V (Mitigation, Monitoring and Reporting Program) Paragraph 18 (l) respecting Transportation/Circulation of the Morehouse Mitigated Negative Declaration states as follows:

“1 Provide a fair-share contribution of \$1,000,000 for the Carroll Canyon Road project.” (“Carroll Canyon Road Condition”)

WHEREAS, the Lane Extension Condition set forth in the Pacific Center Mitigated Negative Declaration and the Carroll Canyon Road Condition set forth in the Morehouse Drive Mitigated Negative Declaration are hereinafter collectively referred to as “the Conditions.”

WHEREAS, the City and the State of California (“State”) entered into Cooperative Agreement 11-0642 on June 11, 2009, on file with the Office of the City Clerk as Document No. RR-304921, and attached as **Exhibit A** (“the Cooperative Agreement”);

WHEREAS, section II, paragraph 3 of the Cooperative Agreement requires the City to deposit the amount of \$11,700,00 with the State within twenty-five (25) days of receipt of billing therefore;

WHEREAS, because the Mitigation Sum is a component of the \$11,700,000, and because the Applicant has requested the provisions in Paragraph 5 of this Agreement allowing for a refund of the Mitigation Sum under the conditions set forth therein, City staff shall process concurrently herewith a Resolution for City Council approval of Amendment No. 1 to the Cooperative Agreement (attached as **Exhibit B**); and

WHEREAS, the Parties have agreed that in lieu of satisfying the Lane Extension Condition and the Carroll Canyon Road Condition on the terms stated above, Applicant pay to City its fair share contribution in the total sum of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) (the “Mitigation Sum”) in accordance with the terms of this Agreement.

AGREEMENT

The Recitals set forth above are hereby incorporated into this Agreement by the reference.

1. Subject to the terms of paragraph six below, in consideration for payment by Applicant to City the Mitigation Sum pursuant to the terms of this Agreement, the Lane Extension Condition set forth in the Pacific Center Mitigated Negative Declaration shall be deemed satisfied in full. Applicant shall have no obligation to City to provide an additional lane on the Sorrento Valley Road on-ramp to Southbound I-805 Interstate nor shall Applicant have any obligation to contribute any additional sums in connection therewith, whether or not the actual costs of such lane extension exceed currently budgeted amounts.

2. Subject to the terms of paragraph six below, in consideration for payment by Applicant to City the Mitigation Sum pursuant to the terms of this Agreement, the Carroll Canyon Road Condition set forth in the Morehouse Drive Mitigated Negative Declaration shall be deemed satisfied in full.

3. Subject to the terms of paragraph six below, if Applicant, or its successors or assigns, changes the development plans for the 5530 Morehouse Drive Property from those currently described in 5530 Morehouse Drive Permit (attached as **Exhibit C**), then Applicant, or its successors or assigns as applicable, shall receive a credit of \$1,000,000 towards any monetary mitigation condition imposed towards the Carroll Canyon Road project as a result of such change in plans; however, if the mitigation condition sum is reduced below \$1,000,000, neither Applicant nor its successors or assigns shall be entitled to a refund of such difference, which shall be forever waived.

4. Applicant shall pay the full Mitigation Sum to the City by wire transfer to the City's depository bank no later than twenty (20) calendar days after the City notifies Applicant in writing by Certified Mail delivery that Amendment No. 1 to the Cooperative Agreement has been executed by the City and State. The written notice shall contain the date Amendment No. 1 to the Cooperative Agreement was executed by both the City and State ("Amendment Execution Date") and the City's wiring instructions. If the date for the payment of the Mitigation Sum has not occurred within 120 calendar days following the execution of this Mitigation Satisfaction Agreement by the City, then Applicant may terminate this Agreement by delivery of written notice thereof to the City.

5. Upon receipt of the Mitigation Sum, the City shall deposit said sum into a separate, newly created fund ("Mitigation Sum Fund") by the City's Comptroller's Office which will be invested in the City's Pooled Investment Fund, where it shall remain deposited until the State submits a billing statement in accordance with the terms of Amendment No. 1 to the Cooperative Agreement and as set forth in paragraph six below. As the City cannot guarantee market value, any funds invested in the City's Pooled Investment Fund may fluctuate and be subject to a loss of principal. Interest on the Mitigation Sum Fund shall be allocated to the Mitigation Sum Fund in accordance with the City's allocation procedures describe in "**Exhibit D**" attached. The City shall provide a statement as to account balances for the Mitigation Sum Fund to Applicant as requested by the Applicant from time to time. As used in this Agreement, the term "interest" shall include, without limitation, realized gains and losses.

6. Only in the event that the Carroll Canyon Road project, meaning specifically, the additional lane for the southbound I-805 on ramp on the south side of Sorrento Valley Road ("Additional Lane"), is not open to traffic within four (4) years of the Amendment Execution Date ("Fourth Anniversary Date"), may the Applicant within twenty (20) business days

following the Fourth Anniversary Date deliver written notice by Certified Mail to City seeking a refund of the Mitigation Sum, including any interest earned by the Mitigation Sum Fund thereon (“Refund Notice”), or forever relinquish the Mitigation Sum, including any interest earned by the Mitigation Sum Fund thereon, to City in satisfaction of the Conditions. If the Additional Lane is open to traffic any time prior to the Fourth Anniversary Date, there is no refund option and once open, Qualcomm immediately satisfies the Conditions and forever relinquishes the total Mitigation Sum to the City. If the Additional Lane is not open to traffic by the Fourth Anniversary Date and the Applicant delivers a timely Refund Notice to City seeking a refund of the Mitigation Sum, the City shall promptly process the request and refund the Mitigation Sum and any interest earned by the Mitigation Sum Fund thereon to the Applicant. Upon delivery to City of the Refund Notice, the Conditions shall be deemed not satisfied (unless any such Condition has been otherwise satisfied by Applicant or its successors or assigns) and Applicant shall not be relieved from any obligation to satisfy the Lane Extension Condition or the Carroll Canyon Road Condition until Applicant satisfies such Lane Extension Condition or the Carroll Canyon Road Condition, as the case may be, in accordance with the original conditions to the granting of the following permits: the 5751 Pacific Center Boulevard Permit including Lane Extension Condition mitigation measures identified in Mitigated Negative Declaration, LDR No. 14558, and the 5530 Morehouse Drive Permit including the Carroll Canyon Road Condition mitigation measures identified in Final Mitigated Negative Declaration for Project No. 86053. Conversely, the Conditions shall be deemed fully satisfied if and when the Applicant fails to deliver a timely Refund Notice in accordance with the procedures set forth above. In addition to the above, in the event that any building permits are issued for the 5530 Morehouse Drive Property under the 5530 Morehouse Drive Permit prior to the Fourth Anniversary Date, the Applicant, or its successors or assigns as applicable, shall forever relinquish the sum of \$1,000,000 from the Mitigation Sum upon building permit issuance at which time the Carroll Canyon Road Condition shall be deemed fully satisfied.

7. This Agreement shall inure to the benefit of the City, the Applicant and any successor owner of the 5751 Pacific Center Boulevard Property and any successor owner of the 5530 Morehouse Drive Property.

8. The Parties acknowledge they each have been fully advised by their own counsel with respect to the negotiations, terms, and conditions of this Agreement. 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.

9. This Agreement fully expresses all understandings of the Parties concerning the matters covered in this Agreement. 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 made in the form of a written change agreed to in writing by

both Parties or a written amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by the through its Mayor, pursuant to Resolution No. R-_____, authorizing such execution, and by Applicant, as well as their respective counsel.

This Agreement was approved as to form and content by the City Attorney this _____ of _____, 2010, and this date shall constitute the Effective Date of this Agreement.

THE CITY OF SAN DIEGO, a Municipal Corporation

Dated: _____

By: _____

Name/Title

Approved as to form and legality:
JAN I. GOLDSMITH City Attorney

Dated: _____

By: _____

Jana L. Garmo, Deputy City Attorney

QUALCOMM INCORPORATED, a Delaware corporation

Dated: _____

By: _____

Name/Title

Approved as to form and legality:
Terry Guiney

Dated: _____

By: _____

Attorney for Applicant, QUALCOMM
INCORPORATED

11-SD-805
PM 26.5/28.0
EA 2T0401
Agreement No. 11- 0642 /A1
Carroll Canyon Road
PAED/PSE/Const

AMENDMENT NO.1 TO AGREEMENT

THIS AMENDMENT NO.1 TO AGREEMENT, entered into effective on _____, 2010, is between the **STATE OF CALIFORNIA**, acting by and through its **Department of Transportation**, referred to herein as “**STATE**”, and

The **City of San Diego**, a political subdivision of the State of California, referred to herein as “**CITY**”.

RECITALS

1. The parties hereto entered into Cooperative Agreement 11-0642 on June 11, 2009 (Agreement), said original Agreement defining the terms and conditions of a project that states “STATE and CITY contemplate construction of High Occupancy Vehicle (HOV) lanes and Direct Access Ramps (DAR) on Interstate 805 (I-805, also referred to as “Unit One” at Carroll Canyon Road, and an extension of Carroll Canyon Road from Scranton Road to Sorrento Valley Road, also referred to as “Unit Two”. Units One and Two are collectively referred to herein as PROJECT. The Agreement further states that the estimated PROJECT total cost is \$102,000,000, consisting of \$57,500,000 from the Corridor Mobility Improvement Account (CMIA), \$32,800,000 from TransNet, and \$11,700,000 from CITY.
2. In compliance with the terms of the original Agreement, CITY has already paid \$7,891,819 to STATE towards CITY’s \$11,700,000 contribution towards the PROJECT (invoice reflecting payment attached as Exhibit A), leaving a balance due from CITY to STATE of \$3,808,181.
3. In further compliance with the terms of the original Agreement, CITY has already paid SDG&E and Kinder Morgan \$3,793,181 towards public utility relocation for Unit Two (invoices reflecting payments attached as Exhibit B).
4. In accordance with the terms of the original Agreement, because CITY paid \$1,093,181 above and beyond its \$2,700,000 maximum agreed upon share towards public utility relocation for Unit Two, \$1,093,181 shall be and hereby is deducted from CITY’s \$3,808,181 balance due to the STATE.

5. Based on the above, the CITY owes STATE a remaining balance of \$2,715,000 ("REMAINING BALANCE").
6. The purpose of this Amendment No. 1 to the Cooperative Agreement ("Amendment No. 1") is to set forth the terms upon which CITY will deliver the REMAINING BALANCE to the STATE.
7. The parties agree that \$2,700,000 of the REMAINING BALANCE of \$2,715,000 will be delivered as set forth below and the \$15,000 will be withheld by CITY as CITY incurs additional expense towards the public utility relocation for Unit Two.

IT IS HEREBY MUTUALLY AGREED THAT:

1. The parties hereby agree to and incorporate the recitals set forth above into this Amendment No. 1.
2. The terms of this Amendment No. 1 expressly amend any conflicting terms in the original Agreement.
3. CITY shall deposit \$2,700,000 into an interest bearing account, which monies shall be subsequently delivered by CITY to STATE in accordance with and subject to the following terms:
 - a. During the course of construction of the additional lane for the southbound I-805 on ramp on the south side of Sorrento Valley Road (Additional Lane), STATE shall bill CITY for this component of PROJECT on a quarterly basis for work completed up to a maximum amount of \$2,700,000.
 - b. CITY shall pay the quarterly invoices as they become due, subject to subparagraph (c) below.
 - c. In the event the Additional Lane is not open to public traffic within four (4) years after execution of this Amendment No. 1, and on the basis of such untimely completion the CITY delivers to STATE a written request for a refund, STATE shall within sixty (60) days of receipt of CITY's written request, fully refund to CITY, without any recourse by or from CITY to STATE for costs associated with work completed by or on behalf of STATE any and all monies submitted by CITY to STATE for the design and construction of Additional Lane.
4. CITY and STATE acknowledge they each have been fully advised by their own counsel with respect to the negotiations, terms, and conditions of this Amendment No. 1. This Amendment shall not be construed in favor of or against either CITY or

STATE by reason of the extent to which CITY or STATE participated in the drafting of this Amendment No.1

- 5. This Amendment No. 1 fully expresses all understandings of CITY and STATE concerning the matters covered therein. No change, alteration, or modification of the terms and conditions of this Amendment No. 1, and no verbal understanding of CITY and STATE, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both CITY and STATE or a written amendment to this Amendment No. 1 agreed to by both CITY and STATE.
- 6. CITY and STATE agree this Amendment No. 1 to the original agreement represents the entire understanding of CITY and STATE and affects only those provisions specifically referred to in this Amendment No. 1, and all other terms and conditions of the original agreement, Agreement 11-0642 remain in full force and effect.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF SAN DIEGO

Cindy McKim
Director of Transportation

By: _____
LAURIE BERMAN
District Director

By: _____
Downs Prior
Principal Contract Specialist
Purchasing and Contracting Dept

Certified as to funds:

Approved as to form and content:

District Budget Manager/UP__

Jan I. Goldsmith
City Attorney

Approved as to form and procedure:

By: _____
Jana L. Garmo
Deputy City Attorney

Attorney
Department of Transportation

Certified as to Procedure:

Accounting Administrator
Reimbursements Section

10810087



Keep this portion for your records

JX01

California Department Of Transportation
(800) 404-7787
Outside CA: (916) 227-4227

**EXHIBIT
A**

CITY OF SAN DIEGO
ATTN:ABI PALASEYED,ENGINEERING
600 B STREET, STE 800
SAN DIEGO, CA 92101

Invoice Number: 11080624
Invoice Date: 1/19/2010

Due Upon Receipt: \$9,000,000.00

Invoice Description

BILLING FOR CITY'S PART OF TOTAL CONTRIBUTION ESTIMATED PAED, DESIGN AND CONSTRUCTION COSTS FOR PROJECT. COOPS 11-0642A.
INVOICE AMOUNT = \$9,000,000.00.

QUESTION, PLEASE CONTACT JEAN XU AT (916)227-8976

TRAMS Accounting Detail

TC	SD	CD	EA	SJ	Spec D	FY	Amount
122	11	11	2T0404		LA1904	10	\$9,000,000.00

PAID

CK. NO. 0001031741
DATE 2/1/10

Return this portion with your payment

* pay 7,891,819
Hand l. bill
1/26/10
PO #4500010050

State of California
Department Of Transportation
ATTN: Cashiering Office
P.O. Box 168019 Sacramento, CA 95816-8019

Make checks payable to Department Of Transportation
To make payment by Visa or Mastercard,
include your card number, exp. date, and signature:

CITY OF SAN DIEGO
ATTN:ABI PALASEYED,ENGINEERING
600 B STREET, STE 800
SAN DIEGO, CA 92101

□□□□ - □□□□ - □□□□ - □□□□ □□/□□

Amount: \$9,000,000.00
Invoice Number: 11080624

Signature Daytime Phone ()

11080624 000 00000900000000 5

525004187

A

10006744

10012525*



EXHIBIT B (6)

CUSTOMER PAYMENT REMITTANCE

Invoice/CR #	246846
Project #	338607
Date	January 12, 2009
Preparer	Rabun, Ruth

90500256
10010990

45-525D ✓

Customer/Project Name:	CARROLL CANYON ROAD EXTENSION PROJ	
Project Location:	SAN DIEGO	
SDG&E Contact:	Sandoval, Jesse	Telephone: 858-654-1245

PAYMENT DUE: \$898,000.00

- Make checks payable to SDG&E -

10007414

MAIL TO:
 Customer Payment Services - CP61C
 San Diego Gas & Electric
 PO Box 129831
 San Diego, CA 92112-9831

PAY THIS AMOUNT: \$898,000.00
 Marked 1/G. Martedi 8/21/09
 Project Manager _____ Date _____
 Memo. No. P.O. #4500005250
 W.G. No. _____
 C.I.R. No. _____

THIS REMITTANCE MUST BE RETURNED WITH PAYMENT
Engineering and Development Dept.

GL 512059
5-00841.06.01.02

PAID

CK. NO. 0001008860
DATE 9/17/09

90000256 10006744*



CUSTOMER PAYMENT REMITTANCE

Invoice/CR # 250922

Project # 338507

Date February 12, 2010

Preparer Rabun, Ruth

Customer/Project Name: CARROLL CANYON ROAD EXTENSION PROJ

Project Location: SAN DIEGO, TB# 1208, E-7

SDG&E Contact: SPEIRS, KATHERINE Telephone: 858-654-8265

PAID

CK. NO. 0001036042
DATE 2/23/10

PAYMENT DUE: \$1,698,000.00

- Make checks payable to SDG&E -

MAIL TO:
 Customer Payment Services - CP61C
 San Diego Gas & Electric
 PO Box 129831
 San Diego, CA 92112-9831

OK to pay

PO 4500005250

Mark A. Tell

THIS REMITTANCE MUST BE RETURNED WITH PAYMENT

please process ASAP

10006744 / 90000256?



CUSTOMER PAYMENT REMITTANCE

Invoice/CR #	250575
Project #	338607
Date	January 11, 2010
Preparer	Bucklew, Margie

Customer/Project Name:	CARROLL CANYON RD		
Project Location:	CARROLL CYN RD SORRENTO VLY TO SCRN		
SDG&E Contact:	Leon, Maricela	Telephone:	858-654-8339

PAID

PAYMENT DUE: \$646,975.00

- Make checks payable to SDG&E -

CK. NO. 0001031716
DATE 2/1/10

OK to pay
Walt R. Ell
1/12/10
AP

MAIL TO:
Customer Payment Services - CP61C
San Diego Gas & Electric
PO Box 129831
San Diego, CA 92112-9831

PO 45 0000 9669
9699

THIS REMITTANCE MUST BE RETURNED WITH PAYMENT

Please add in check description

*(SDG&E Project # 338607 / INVOICE # 250575
Relocation of SDG&E electric distribution facilities
for Carroll Canyon Road Project. RR 305438 dated Dec. 4, 2009*

5200037886



A Sempra Energy utility®

WORK ORDER #: 1545064 IO# 200400542
 BUSINESS AREA: 2010 Distribution 2020 Transmission
 SDG&E CONTACT: R. LaCour (310) 578-2621
 DATE PREPARED: 6/29/2009

BILL TO: City of San Diego
 600 B Street, 7T
 San Diego CA 92101
 c/o Mark Koll (619) 533-4653

SDG&E Internal Payment Posting Instruction:
 Cost Center: 80001
 Account # 986: \$ 415,206.00 ✓ Transaction Code: 267

Return this form when mailing payment

MAIL TO: San Diego Gas & Electric Co.
 P.O. Box 129831
 San Diego, CA 92112-9831

TOTAL AMOUNT DUE \$ 415,206.00

Make checks payable to San Diego Gas & Electric Company
 Include work order number listed above on check

OK to pay Mark Koll

PLEASE MAKE TIMELY PAYMENT TO AVOID DELAYS IN JOB SCHEDULE

**COLLECTIBLE WORK ORDER
 ALTERNATIVE PAYMENT INSTRUCTIONS
 SDG&E GAS TRANSMISSION DEPT.**

*po 4500010859
 3/10/10
 vendor # 10006744
 WBS:
 500841.0601.0.*

Wire Transfer Option: Wire transfer may be directed to:

Financial Institution: Union Bank of California
 Payee Name: San Diego Gas & Electric Co.
 ABA #: 122 000 496
 Account #: 4430000352

Payment Reference

Work Order No: 1545064 IO# 200
 Internal Order No: 200400542
 Account No: 253.1013
 Cost Center: 80001
 SDG&E Contract Admin: Rodney LaCour
 Phone Number: (310) 578-2621

cell: 213 200 7589

Note: To ensure accuracy in posting of payment, please include above provided payment reference data.

PAID
 CK. NO. 0001042753
 DATE 3/26/10

5200051116

KINDER MORGAN

ENERGY PARTNERS, L.P.

1100 Town & Country Road, Suite 700, Orange, CA 92868

10021534

Bill To: CITY OF SAN DIEGO
attn: Mark Koll
PO # 4500010915
Eng & Cap Proj
MS 614
1010 2nd Ave Ste 1400
San Diego, CA 92101-4905

Remit To: SFPP, L.P.
✓ATTN: Darlene Cribbs
Finance Department
1100 Town & Country Rd
Orange, CA 92868

Invoice Number: 20868 ✓
Invoice Date: March 29, 2010 ✓

FOR INVOICE INFORMATION
Darlene Cribbs (714) 560-4863
Federal Tax #95-4191068

ADVANCE PAYMENT INVOICE

Engineering services including calculations and pipe stress analysis, coordination, and any other services required. In addition, inspection services to verify and observe activities above and below ground within the pipeline easement and ensure the pipeline is adequately protected.

TOTAL AMOUNT DUE:

\$35,000.00 ✓

OK to pay ✓
Mark L. Ell
4-22-10

PAID

CK. NO. 0001049627
DATE 4/23/10

PO 4500010915 ✓

5200060619

FY 08 04/16/08
13:17:28

THE CITY OF SAN DIEGO
REQUEST FOR DIRECT PAYMENT

FILE COPY
DP NO. 4216195

VENDOR INFORMATION		PREPARER INFORMATION		ENCUMBRANCE DOC. NO.
VENDOR NUMBER & ALPHA: 0002608412 SDG		DEPT/GROUP: 547		<input type="checkbox"/> COMPLETE
VENDOR NAME: SAN DIEGO GAS & ELECTRIC		NAME: SHARON MERRILL		SORT KEY _____
VENDOR ADDRESS: CUSTOMER PAYMENT SERVICES-CP61C PO BOX 129831 SAN DIEGO CA 921129831 USA		PHONE NO: 619 533 3712		AUTHORITY FOR PAYMENT RES/DOC NO:
		MAIL STATION: 612		PURCHASING APPROVAL
		PREPARED FOR DEPT. NO: _____		AGENT

DESCRIPTION OF EXPENSE/SPECIFIC CITY BENEFIT & PURPOSE:
SDGE TO PROVIDE ADDITIONAL ENGINEERING DESIGN & SUPPORT FUNCTIONS AS A
RESULT OF PROJECT DESIGN MODIFICATIONS TO INCORPORATE THE ADDITION OF
DIRECT ACCESS RAMPS INTRODUCED BY CALTRANS

CERTIFY THIS CLAIM IS VALID UNDER
THE CITY CHARTER, COUNCIL POLICIES,
ADMINISTRATIVE REGULATIONS, AND
OTHER APPROPRIATE GOVERNING
RULES, AND IS EVIDENCED BY
SUPPORTING DOCUMENTATION.

[Signature]
DEPT. HEAD OR DESIGNEE

COMMENTS AND/OR SPECIAL INSTRUCTIONS:

FUND OVERRIDE

PAYMENT DATE
04/16/08

RELEASED: 04/16/08 13:14

FINAL-RELEASED

PAYEE REMITTANCE INFORMATION						
SEQ	INVOICE NUMBER OR DESCRIPTION	INVOICE DATE	PAYMENT CATEGORY	LATE CODE	AMOUNT	TAX CODE
A	242708	04-04-08	1		100,000.00	N
TOTAL AMOUNT \$					100,000.00	

DISTRIBUTION OF CHARGES TO BE COMPLETED BY ORIGINATING DEPARTMENT												
SEQ	CY/PY	FUND	DEPT	ORG	ACCT	JOB ORDER	OPER ACCT	BENE/EQUIP	FAC.	AMOUNT	AUDITOR APPROVAL	DATE
001	0	30244	30244	107	4150	523920				100,000.00		
TOTAL AMOUNT \$										100,000.00		

PAID
7545095
4/23/08

04/16/08 13:17:28 DP4216195