



A G E N D A

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



OCTOBER 1, 2008

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

REGULAR MEETING – 6:00 P.M.

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

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

REGULAR MEETING CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE & COMMUNITY ANNOUNCEMENTS

PUBLIC COMMENT - *Each person wishing to address the City Council regarding items not on the posted agenda may do so at this time. In accordance with State law, Council may not take action on an item not scheduled on the agenda. If appropriate, the item will be referred to the City Manager or placed on a future agenda.*

PRESENTATIONS (1)

None.

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

2.1 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 67131 through 67237 with the subtotal amount of \$1,959,941.23; and Payroll Checks 40185 through 40240 for the pay period ending 09/11/08 with the subtotal amount of \$159,073.59; for a total amount of \$2,119,014.82.

Any writings or documents provided to a majority of the City Council/RDA/Planning Commission/Public Financing Authority regarding any item on this agenda will be made available for public inspection in the office of the City Clerk located at 825 Imperial Beach Blvd., Imperial Beach, CA 91932 during normal business hours.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

- 3.1 ORDINANCE NO. 2008-1077 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING IMPERIAL BEACH MUNICIPAL CODE CHAPTER 13.04 BY AMENDING SECTIONS 13.04.030, 13.04.040, AND 13.04.170, AND ADDING SECTIONS 13.04.180 AND 13.04.190 – SEWERS TO COMPLY WITH STATE WATER RESOURCES CONTROL BOARD ORDER NO. 2006-0003-DWQ. (0830-95)**

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the introduction of Ordinance No. 2008-1077 ; and
3. City Clerk reads the title of Ordinance No. 2008-1077 – An Ordinance of the City Council of the City of Imperial Beach, California, Amending Imperial Beach Municipal Code Chapter 13.04 by amending Sections 13.04.030, 13.04.040, and 13.04.170, and adding Sections 13.04.180 and 13.04.190 – SEWERS to comply with State Water Resources Control Board Order No. 2006-0003-DWQ; and
4. Motion to dispense first reading of Ordinance No. 2008-1077 and set the matter for adoption at the next regular City Council meeting of October 15, 2008, and authorize the publication in a newspaper of general circulation.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1 - 6.3)

- 6.1 RESOLUTION NO. 2008-6678 – AWARDING THREE CAPITAL IMPROVEMENT PROJECTS DESIGN SERVICE AGREEMENTS TO TRAN CONSULTING ENGINEERS TO WIT: MARINA VISTA CENTER MASTER PLAN (F05-501); PUMP STATION #7 WET WELL REPLACEMENT (W06-101); AND SEALING & REPAIRING WET WELLS AND MANHOLES (W05-401). (0830-35 & 0930-10)**

City Manager's Recommendation:

1. Receive report;
2. Discuss the elements of the projects listed and provide additional direction to staff if necessary; and
3. Adopt resolution.

- 6.2 RESOLUTION NO. R-08-162 – APPROVING CHANGE ORDER NO. 3 TO THE OLD PALM AVENUE STREETScape IMPROVEMENT PROJECT (CIP R04-201) AND TO AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENT WITH FABRICATION ARTS, FOR THE CONSTRUCTION AND INSTALLATION OF SURFBOARD SCULPTURES. (0620-20 & 0720-25)**

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

- 6.3 RESOLUTION NO. 2008-6679 – AUTHORIZING THE CITY MANAGER TO ARRANGE FOR THE ACCEPTANCE OF CREDIT CARD PAYMENT FOR CITY FEES. (0390-05)**

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

MAYOR/COUNCIL REPORTS ON ASSIGNMENTS AND COMMITTEES

ADJOURNMENT

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

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

www.cityofib.com.

Copies of this notice were provided on September 25, 2008 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF IMPERIAL BEACH)

AFFIDAVIT OF POSTING

I, Jacqueline M. Hald, City Clerk of the City of Imperial Beach, hereby certify that the Agenda for the Regular Meeting as called by the City Council, Redevelopment Agency, Planning Commission, and Public Financing Authority of Imperial Beach was provided and posted on September 25, 2008. Said meeting to be held at 6:00 p.m. October 1, 2008, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on September 25, 2008 at 10:00 a.m.

Jacqueline M. Hald, CMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: October 1, 2008

ORIGINATING DEPT.: Michael McGrane
Finance Director

SUBJECT: RATIFICATION OF WARRANT REGISTER *Mr*

BACKGROUND:

None

DISCUSSION:

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

Vendor	Warrant	Amount	Explanation
County of San Diego	67161	\$391,290.08	RDA Pass Thru Payment
So. Bay Union School Dist	67180	\$464,408.73	RDA Pass Thru Payment
Sweetwater Union HS Dist	67183	\$262,304.84	RDA Pass Thru Payment
S.D. County Sheriff	67132	\$429,849.79	July Law Enforcement Svcs

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

WARRANT # DATE AMOUNT

Accounts Payable:

67131-67132	09/09/08	501,514.09
67133-67152	Voided	
67153-67184	09/11/08	1,325,074.60
67185-67237	09/19/08	133,352.54
		\$ 1,959,941.23

Payroll Checks:

40185-40240	P.P.E. 09/11/08	<u>159,073.59</u>
		<u>159,073.59</u>
	TOTAL	\$ <u>2,119,014.82</u>

FISCAL IMPACT:

Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation



Gary Brown, City Manager

Attachments:

1. Warrant Registers

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
09/09/2008	67131	PORTILLO CONCRETE INC	1485	71,664.30
101-1260-595.20-10	08/11/2008	PALM AVE IMPRVT PROJECT	0807-1490	090317 02/2009 33,660.00
408-1920-519.20-06	08/11/2008	PALM AVE IMPRVT PROJECT	0807-1490	090317 02/2009 3,736.80
101-1260-595.20-10	08/11/2008	PALM AVE IMPRVT PROJECT	0807-1490	090317 02/2009 25,837.69
408-1920-519.20-06	08/11/2008	PALM AVE IMPRVT PROJECT	0807-1490	090317 02/2009 8,429.81
09/09/2008	67132	SAN DIEGO COUNTY SHERIFF	882	429,849.79
101-3010-421.20-06	07/22/2008	JULY 2008 LAW ENFORCEMENT	07-22-2008	13/2008 419,377.01
213-3037-421.20-06	07/22/2008	JULY 2008 LAW ENFORCEMENT	07-22-2008	13/2008 2,228.32
101-0000-338.60-03	07/22/2008	JULY 2008 LAW ENFORCEMENT	07-22-2008	13/2008 1,054.20-
101-3010-421.20-06	07/22/2008	JULY 2008 LAW ENFORCEMENT	07-22-2008	13/2008 9,298.66
<i>VOIDED CKS # 67133-67152</i>				
09/11/2008	67153	ARJIS	1737	16,114.00
101-3010-421.21-04	09/10/2008	FY 08/09 ARJIS FEES -	AR158818	03/2009 16,114.00
09/11/2008	67154	BDS ENGINEERING INC	372	3,280.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 925.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 130.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 240.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 185.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 185.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 665.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 185.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 240.00
101-0000-221.01-02	08/13/2008	JULY 2008	08-02F	03/2009 525.00
09/11/2008	67155	CHICAGO TITLE INSUR CO	779	420.00
405-1260-413.20-06	08/28/2008	PRELIM TITLE REPORT ~	880027695	090318 02/2009 420.00
09/11/2008	67156	CITY OF CHULA VISTA	823	11,966.43
101-3050-425.21-04	07/22/2008	JUNE 2008 ANIMAL CONTROL	AR125163	03/2009 11,966.43
09/11/2008	67157	CITY OF EL CAJON	845	25,304.00
101-3020-422.21-04	07/28/2008	FY 08/09 FIRST QUARTER	0000002687	03/2009 25,304.00
09/11/2008	67158	CITY OF SAN DIEGO	890	124.45
302-0000-201.00-00	09/08/2008	RDA PASS THRU - FY 07/08	09-08-2008	03/2009 124.45
09/11/2008	67159	CITY OF SAN DIEGO	890	4,915.19
302-0000-201.00-00	09/08/2008	RDA PASS THRU - FY 07/08	09-08-2008	03/2009 4,915.19
09/11/2008	67160	COUNTY OF SAN DIEGO	1053	31,512.52
302-0000-201.00-00	09/10/2008	RDA PASSTHRU 07/08-FY	09-08-2008	03/2009 25,279.18
301-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008	03/2009 6,233.34
09/11/2008	67161	COUNTY OF SAN DIEGO	1143	391,290.08
301-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008	03/2009 66,854.06
301-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008	03/2009 10,619.80
302-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008	03/2009 281,391.93

FROM 09/09/2008 TO 09/19/2008

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
302-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008		03/2009	32,424.29	
09/11/2008	67162	COX COMMUNICATIONS	1073			358.00	
503-1923-419.21-04	08/22/2008	AUGUST/SEPT 2008	09-15-2008	090194	02/2009	179.00	
601-5050-436.21-04	08/31/2008	AUGUST 2008	09-25-2008	090194	02/2009	179.00	
09/11/2008	67163	DATAQUICK	1134			22.50	
101-3070-427.21-04	09/02/2008	AUGUST 2008	B1-1335044	090218	03/2009	22.50	
09/11/2008	67164	HIRT TRUST, DISASTER PREP	118			1,685.00	
101-3060-426.20-06	07/24/2008	FY 08/09 UDC MEMBERSHIP	UDC-2008-08		03/2009	1,685.00	
09/11/2008	67165	HIRT TRUST, DISASTER PREP	118			17,652.00	
101-3060-426.20-06	08/12/2008	FY 08/09 HIRT MEMBERSHIP	HIRT 2008-08		03/2009	17,652.00	
09/11/2008	67166	IMPERIAL BEACH CHAMBER OF COMM	1505			250.00	
101-1920-419.29-04	09/04/2008	2008 BEACHFRONT BBQ PLATI	4993	F09033	03/2009	250.00	
09/11/2008	67167	J.H. BENTON CONSTRUCTION, INC.	1964			18,280.00	
504-1924-519.20-06	09/02/2008	WOODWORK RESTORATION-DEMP	1165	090211	03/2009	13,710.00	
504-1924-519.20-06	09/02/2008	DEMPSEY CTR WOODWORK REST	1166	090211	03/2009	4,570.00	
09/11/2008	67168	JOSE SANCHEZ	2007			75.32	
101-3010-421.20-06	09/09/2008	REIMBURSE SHERIFF MEALS	3304		03/2009	75.32	
09/11/2008	67169	KIM A MIKHAEL	1680			320.00	
101-3010-421.20-06	08/21/2008	AUG 08 PARKING HEARINGS	08-21-2008	090249	02/2009	125.00	
101-3070-427.20-06	08/21/2008	CODE ENF/ADMIN HEARING OF	08-21-2008B	F09028	02/2009	195.00	
09/11/2008	67170	METROPOLITAN WATER DISTRICT OF	1636			112.06	
302-0000-201.00-00	09/08/2008	RDA PASS THRU - FY 07/08	09-08-2008		03/2009	112.06	
09/11/2008	67171	OFFICETEAM	1266			332.48	
101-1010-411.10-01	09/01/2008	TEOFILO, J W/E 08/29/2008	22279959	090186	03/2009	83.11	
101-1110-412.10-01	09/01/2008	TEOFILO, J W/E 08/29/2008	22279959	090186	03/2009	66.50	
405-1260-413.10-01	09/01/2008	TEOFILO, J W/E 08/29/2008	22279959	090186	03/2009	149.62	
502-1922-419.10-01	09/01/2008	TEOFILO, J W/E 08/29/2008	22279959	090186	03/2009	33.25	
09/11/2008	67172	PMI	23			304.23	
101-6040-454.30-02	08/12/2008	GLOVES	0145734	090058	02/2009	304.23	
09/11/2008	67173	REGIONAL TRAINING CENTER	130			700.00	
101-1110-412.28-12	08/28/2008	CCMA ANNUAL DUES-BROWN, G	9257	090319	02/2009	700.00	
09/11/2008	67174	RHONDA GOMEZ	2			36.00	
101-0000-324.73-01	09/04/2008	REFND DENIED SOUND PERMIT	1432		03/2009	36.00	
09/11/2008	67175	SAN DIEGO COUNTY WATER AUTHORI	1635			37.75	
302-0000-201.00-00	09/08/2008	RDA PASS THRU - FY 07/08	09-08-2008		03/2009	37.75	
09/11/2008	67176	SAN DIEGO GAS & ELECTRIC	288			201.39	
101-5010-431.27-01	09/01/2008	SEPT 08 STORM SEWER PUMP	51250173	090035	03/2009	201.39	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
09/11/2008	67177	SEAN FOREHAND PHOTOGRAPHY	1863				200.00
405-1260-413.20-06	09/01/2008	FACADE IMPRVMT-BEFORE &	008	090323	03/2009	200.00	
09/11/2008	67178	SLOAN ELECTRIC COMPANY	417				850.00
601-5060-436.21-04	08/26/2008	PS #9 REPAIRS	0054345	090079	02/2009	850.00	
09/11/2008	67179	SMART STAFF	427				249.75
101-3020-422.21-01	09/02/2008	ROCHER, J W/E 08/31/2008	3018	090202	03/2009	249.75	
09/11/2008	67180	SOUTH BAY UNION SCHOOL DISTRIC	1385				464,408.73
302-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008		03/2009	372,546.00	
301-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008		03/2009	91,862.73	
09/11/2008	67181	SOUTHWESTERN COLLEGE	492				70,682.99
302-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008		03/2009	56,701.53	
301-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008		03/2009	13,981.46	
09/11/2008	67182	STATE TREASURER'S OFFICE	1				100.00
101-1210-413.28-04	08/28/2008	BUANGAN, EVELYN CONFERENC	LAIF 2008		03/2009	100.00	
09/11/2008	67183	SWEETWATER UNION HS DIST.	574				262,304.84
302-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008		03/2009	210,419.41	
301-0000-201.00-00	09/08/2008	RDA PASSTHRU 07/08-FY	09-08-2008		03/2009	51,885.43	
09/11/2008	67184	UNITED RENTALS	744				984.89
206-6025-552.28-01	06/03/2008	PAINTING SPORTS PARK GYM	73866805-001	090252	01/2009	984.89	
09/19/2008	67185	AFLAC	120				434.35
101-0000-209.01-13	09/18/2008	PPE 9/11/08	20080918		03/2009	434.35	
09/19/2008	67186	ALL TEAM STAFFING, INC	1801				2,196.00
101-6040-454.21-01	09/02/2008	SHEPARD, B W/E 08/31/08	5000237	090023	03/2009	30.50	
101-6040-454.21-01	09/02/2008	SHEPARD, B W/E 08/31/08	5000237	090023	03/2009	61.00	
101-6040-454.21-01	09/02/2008	SHEPARD, B W/E 08/31/08	5000237	090023	03/2009	122.00	
101-6040-454.21-01	09/02/2008	SHEPARD, B W/E 08/31/08	5000237	090023	03/2009	91.50	
101-6040-454.21-01	09/02/2008	SHEPARD, B W/E 08/31/08	5000237	090023	03/2009	427.00	
101-6040-454.21-01	09/02/2008	SHEPARD, B W/E 08/31/08	5000237	090023	03/2009	61.00	
101-6040-454.21-01	09/02/2008	SHEPARD, B W/E 08/31/08	5000237	090023	03/2009	427.00	
101-6040-454.21-01	09/09/2008	SHEPARD, B W/E 09/07/2008	5000243	090023	03/2009	61.00	
101-6040-454.21-01	09/09/2008	SHEPARD, B W/E 09/07/2008	5000243	090023	03/2009	61.00	
101-6040-454.21-01	09/09/2008	SHEPARD, B W/E 09/07/2008	5000243	090023	03/2009	274.50	
101-6040-454.21-01	09/09/2008	SHEPARD, B W/E 09/07/2008	5000243	090023	03/2009	183.00	
101-6040-454.21-01	09/09/2008	SHEPARD, B W/E 09/07/2008	5000243	090023	03/2009	213.50	
101-6040-454.21-01	09/09/2008	SHEPARD, B W/E 09/07/2008	5000243	090023	03/2009	183.00	
09/19/2008	67187	ALTERNATIVE ENERGY TECHNOLOGIE	1971				9,427.85
248-1920-519.20-06	08/21/2008	SUNPOWER MASTER	7022962CI	090320	02/2009	9,427.85	
09/19/2008	67188	AMERICAN MESSAGING	1759				8.95
601-5060-436.27-04	09/01/2008	SHIPPING & HANDLING PAGER	L1252241II	F09031	03/2009	8.95	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
09/19/2008	67189	AT&T MOBILITY	1930			238.97	
503-1923-419.27-05	09/18/2008	135629811 07/28-08/27/08	09-17-2008		03/2009	238.97	
09/19/2008	67190	BANC OF AMERICA LEASING	1723			490.18	
101-3030-423.20-06	09/01/2008	SEPTEMBER 2008	010490588	090189	03/2009	234.64	
101-3030-423.20-06	08/01/2008	AUGUST 08 & 2008 PPT	010432186	090189	02/2009	255.54	
09/19/2008	67191	CHULA VISTA ELECTRIC CO	1859			546.32	
503-1923-419.28-01	09/17/2008	ELECTRICAL WORK PER PRPSL	201860	090241	03/2009	546.32	
09/19/2008	67192	COLONIAL LIFE & ACCIDENT	941			128.43	
101-0000-209.01-13	09/18/2008	PPE 9/11/08	20080918		03/2009	128.43	
09/19/2008	67193	COUNTY RECORDER	1818			50.00	
405-1260-413.20-06	09/17/2008	NOTICE OF DETERMINATION	MF 498		03/2009	50.00	
09/19/2008	67194	CREATIVE BENEFITS INC FSA	1108			310.50	
101-0000-209.01-11	09/18/2008	PPE 9/11/08	20080918		03/2009	310.50	
09/19/2008	67195	DELL	1150			8,622.03	
503-1923-419.50-04	09/08/2008	FILE SERVER-PUBLIC WORKS	XCTXP3X45	090315	03/2009	8,622.03	
09/19/2008	67196	EDAW, INC	1804			4,525.03	
405-1260-513.20-06	09/09/2008	07/26/08-08/22/08	1457017	080317	03/2009	4,525.03	
09/19/2008	67197	EMMANUEL DANIEL	4			3,300.50	
101-0000-221.01-02	06/11/2008	REFUND BALANCE OF ACCT	MF 858		03/2009	3,300.50	
09/19/2008	67198	FARNUM DEVELOPMENT INC	905			95.00	
101-1910-419.30-02	08/11/2008	CHECK POWER TO SAFETY CEN	530	F09034	02/2009	95.00	
09/19/2008	67199	FASTENAL	909			64.57	
101-6040-454.30-02	08/27/2008	BLANKET PURCHASE ORDER	CACHU17457	090043	02/2009	64.57	
09/19/2008	67200	GENE'S AUTOMOTIVE	1014			66.00	
101-3030-423.28-01	09/11/2008	LG TRUCK TOWING	84440	090045	03/2009	66.00	
09/19/2008	67201	GRAINGER	1051			1,179.66	
601-5060-436.30-22	08/27/2008	ELECTRICAL ROTATION CHECK	9719690084	090071	02/2009	115.46	
101-6040-454.30-02	09/08/2008	LIGHTS-TIDELANDS	9728151326	090071	03/2009	311.58	
601-5060-436.30-22	09/10/2008	MEASURING WHEEL/TAPE	9729486184	090071	03/2009	151.86	
101-1910-419.30-02	09/10/2008	SPRAY PAINT/GREASE	9730271716	090071	03/2009	44.17	
101-6040-454.30-02	09/11/2008	BALLAST, CORE/COIL KIT	9730774438	090071	03/2009	200.02	
101-6040-454.30-02	09/11/2008	LIGHTS FOR PIER PLAZA	9730774446	090071	03/2009	356.57	
09/19/2008	67202	HAGEMEYER NO. AMERICA, INC	30			163.40	
601-5060-436.30-02	08/08/2008	LENS TITANIUM FRAME	I9-22868-11	090076	02/2009	163.40	
09/19/2008	67203	HANSON AGGREGATES INC.	48			1,438.09	
101-5010-431.30-02	09/03/2008	3000 PSI 5.66 SK PUMP 4"	471033	090015	03/2009	541.99	

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BANK CODE 00

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101-5010-431.30-02	09/04/2008	CONCRETE	573256	090015 03/2009 144.32
101-5010-431.30-02	09/05/2008	520-CFW-2500 5.53 SK PUMP	471168	090015 03/2009 751.78
09/19/2008	67204	I B FIREFIGHTERS ASSOCIATION	214	
101-0000-209.01-08	09/18/2008	PPE 9/11/08	20080918	03/2009 222.00
09/19/2008	67205	ICMA RETIREMENT TRUST 457	242	
101-0000-209.01-10	09/18/2008	PPE 9/11/08	20080918	03/2009 5,568.22
09/19/2008	67206	JACKIE PALMER	1972	
101-3035-423.25-03	06/11/2008	PARKING SPACE RENTAL FOR	06-11-2008	03/2009 800.00
09/19/2008	67207	JAMES SAMMONS	2	
101-0000-221.02-01	09/10/2008	REFUND IBJG FEES -	6336	03/2009 250.00
09/19/2008	67208	JOHN DEERE LANDSCAPES	1986	
101-6020-452.30-02	08/27/2008	BYPASS PRUNER/EASY REACH	22722446	090111 02/2009 101.29
09/19/2008	67209	KANE, BALLMER & BERKMAN	1828	
245-1240-413.20-01	09/01/2008	AUGUST 2008	12931	080318 03/2009 64.00
405-1260-413.20-01	09/01/2008	AUGUST 2008	12931	080318 03/2009 91.01
245-1240-413.20-06	09/01/2008	AUGUST 2008	12930	090322 03/2009 3,630.00
245-1240-413.20-01	09/01/2008	AUGUST 2008	12931	090328 03/2009 62.50
405-1260-413.20-01	09/01/2008	AUGUST 2008	12931	090328 03/2009 249.99
09/19/2008	67210	KOA CORPORATION	611	
101-3020-422.20-06	08/31/2008	07/21/08-08/17/08 AS NEED	J99475XX61	03/2009 950.66
101-3020-422.20-06	07/31/2008	06/23/08-07/20/08 AS NEED	J99475XX60	03/2009 562.82
09/19/2008	67211	LIGHTHOUSE, INC	787	
501-1921-419.28-16	09/09/2008	SWITCH/LENS/FLASHER	2139124	090049 03/2009 29.44
09/19/2008	67212	LISA WOLFSON	1869	
101-1020-411.28-06	09/16/2008	MILEAGE REIMBURSEMENT	09-16-2008	03/2009 85.53
09/19/2008	67213	LLOYD PEST CONTROL	814	
101-1910-419.20-22	08/08/2008	AUGUST 2008 CITY HALL	1677815	090152 02/2009 31.00
101-1910-419.20-22	08/08/2008	AUGUST 2008 FIRE DEPT	1677816	090152 02/2009 31.00
101-1910-419.20-22	08/08/2008	AUGUST 2008 SHERIFF DEPT	1678079	090152 02/2009 31.00
101-1910-419.20-22	08/08/2008	AUGUST 2008 SENIOR CENTER	1678178	090152 02/2009 47.00
101-1910-419.20-22	08/18/2008	AUGUST 2008 SPORTS PARK	1663339	090152 02/2009 45.00
101-1910-419.20-22	08/18/2008	AUGUST 2008 PUBLIC WORKS	1666154	090152 02/2009 47.00
101-1910-419.20-22	08/18/2008	AUGUST 2008 DEMPSEY CTR	1666622	090152 02/2009 54.00
09/19/2008	67214	MCDOUGAL LOVE ECKIS &	962	
101-1220-413.20-01	08/31/2008	AUGUST 2008	08-31-2008	090215 02/2009 16,454.00
101-1220-413.20-01	07/31/2008	JULY 2008	07-31-2008	090215 01/2009 8,227.00
09/19/2008	67215	MOBILE HOME ACCEPTANCE CORPORA	1533	
408-5020-432.25-02	08/24/2008	09/07/08-10/06/08	140734	090207 02/2009 888.93

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408-5020-432.25-02	06/23/2008	07/07/08-09/06/08	139518	090207 01/2009 296.31
408-5020-432.25-02	07/24/2008	08/07/08-09/06/08	140125	090207 01/2009 296.31
09/19/2008	67216	MIG	1881	8,916.25
101-1230-562.20-08	08/22/2008	MAY-JULY 08 PALM AVE MST	0025227	080423 02/2009 7,133.00
405-1260-513.20-06	08/22/2008	MAY-JULY 08 PALM AVE MST	0025227	080423 02/2009 1,783.25
09/19/2008	67217	PADRE JANITORIAL SUPPLIES	1430	513.43
101-6040-454.30-02	09/10/2008	CLEANING SUPPLIES	278739	090088 03/2009 245.67
101-6040-454.30-02	09/12/2008	CLEANING SUPPLIES	278658	090088 03/2009 267.76
09/19/2008	67218	PEARSON FORD	1283	27.87
501-1921-419.28-16	09/10/2008	TUBE/BUSHING	905884	090057 03/2009 27.87
09/19/2008	67219	PRUDENTIAL OVERALL SUPPLY	72	680.73
101-5020-432.25-03	08/27/2008	08/27/08 PW UNIFORMS	8565517	090085 02/2009 162.77
101-5020-432.21-25	09/03/2008	09/03/08 PW UNIFORMS	8590122	090085 03/2009 192.42
101-5020-432.25-03	09/10/2008	PW UNIFORMS 09/10/08	8614737	090085 03/2009 162.77
101-5020-432.25-03	09/17/2008	UNIFORMS 09/17/08	8639327	090085 03/2009 162.77
09/19/2008	67220	RANCHO AUTO & TRUCK PARTS	1685	307.20
501-1921-419.28-16	09/03/2008	BRAKE LINING/ROTOR	22572	090064 03/2009 84.37
501-1921-419.28-16	08/27/2008	FILTERS/UPPER BALL JOINT	21829	090064 02/2009 24.28
501-1921-419.28-16	09/04/2008	WIX FILTERS	22697	090064 03/2009 64.20
501-1921-419.28-16	09/04/2008	TRUCK BRAKE PARTS	22707	090064 03/2009 96.67
501-1921-419.28-16	09/04/2008	FLEET PARTS	22708	090064 03/2009 13.89
501-1921-419.28-16	09/05/2008	TRANSMISSION FILTER	22886	090064 03/2009 15.85
501-1921-419.28-16	09/08/2008	BALL CHR M	23227	090064 03/2009 7.94
09/19/2008	67221	SAN DIEGO COUNTY - ASSESSOR	264	191.26
101-5020-432.28-11	09/04/2008	2008-09 ASSESSMENT ROLL	12193	F09035 03/2009 191.26
09/19/2008	67222	SEA BREEZE ELECTRIC	1969	1,104.37
206-6025-552.20-06	08/25/2008	SPORTS PARK REMODEL	103	090316 02/2009 1,104.37
09/19/2008	67223	SEIU LOCAL 221	1821	1,391.42
101-0000-209.01-08	09/18/2008	PPE 9/11/08	20080918	03/2009 1,391.42
09/19/2008	67224	SKS INC.	412	15,526.82
501-1921-419.28-15	09/03/2008	999 GALLONS REG FUEL	1221344-IN	090063 03/2009 3,751.85
501-1921-419.28-15	08/19/2008	978 GAL REG/492 GAL DIESE	1221015-IN	090063 02/2009 5,378.40
501-1921-419.28-15	08/22/2008	705 GALLONS REG FUEL	1221099-IN	090063 02/2009 2,621.74
501-1921-419.28-15	08/28/2008	993 GALLONS FUEL REG	1221216-IN	090063 02/2009 3,774.83
09/19/2008	67225	SUNGARD PUBLIC SECTOR INC.	1370	400.00
101-1210-413.28-04	08/28/2008	AUGUST 08 WEB TRAININGS	884185	090204 02/2009 400.00
09/19/2008	67226	THYSSENKRUPP ELEVATOR	663	383.70
101-3030-423.20-06	08/01/2008	AUGUST 2008	1037030088	090238 02/2009 191.85
101-3030-423.20-06	07/01/2008	JULY 2008	1037029168	090238 01/2009 191.85

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
09/19/2008	67233	U.S. BANK	1873	37,671.77
101-3020-422.30-02	05/14/2008	CREDIT FOR RETURNED ITEMS	0137465CR	081237 13/2008 243.46-
101-3020-422.30-02	05/25/2008	TOWELS/RAGS	08163	081237 13/2008 24.62
101-3060-426.50-04	06/17/2008	BRD, DRYER, 4'X6'	1378	081232 13/2008 127.76
101-3020-422.30-02	06/05/2008	STATION SUPPLIES	096574/4192967	081237 13/2008 51.82
101-3020-422.30-02	06/09/2008	STATION SUPPLIES	0223845	081237 13/2008 130.22
101-3020-422.30-02	06/10/2008	PAPER TOWEL DISPENSER	1059284314	081237 13/2008 33.56
101-1210-413.28-04	06/09/2008	HUG ANNUAL CONF-BUANGAN	4-538	081240 13/2008 16.64
101-1210-413.28-04	06/12/2008	HUG CONF-LODGING-BUANGAN	396069674202	081240 13/2008 612.00
101-1210-413.28-04	06/12/2008	HUG CONF-LODGING	396069674202A	081240 13/2008 444.52
101-1210-413.28-04	06/12/2008	HUG CONF-CREDIT MEMO	396069674202B	081240 13/2008 410.07-
101-3020-422.30-02	05/22/2008	STATION SUPPLIES	0972255	081237 13/2008 152.90
101-3030-423.30-02	05/22/2008	KEYED ALIKE PADLOCKS	0212880-IN	081239 13/2008 372.87
101-3030-423.30-02	06/13/2008	POSTAGE/RTN JACKET REPAIR	42876	081239 13/2008 8.65
101-3030-423.25-03	06/19/2008	LIFEGUARD UNIFORM SHOES	093185	081239 13/2008 81.78
101-3030-423.30-02	04/16/2008	LG SUNSCREEN	W16425	081236 13/2008 53.00
101-3030-423.25-03	05/16/2008	LIFEGUARD UNIFORM	A84709	081231 13/2008 861.57
101-3030-423.30-02	05/28/2008	LAUNDRY SOAP FOR LG HQ	116620	081236 13/2008 47.00
101-3030-423.28-01	05/29/2008	LG REPAIR PROJECT HARDWAR	095921/1024824	081236 13/2008 4.65
101-3030-423.28-01	05/31/2008	TOOLS-LG REPAIR PROJECT	092080/9200595	081236 13/2008 11.72
101-3030-423.30-02	06/03/2008	PWC/PFD	6048812	081231 13/2008 82.14
101-3030-423.28-01	06/11/2008	WIRING HARNESES-REPLCMNT	050536S	081231 13/2008 25.84
101-3030-423.30-02	06/11/2008	ANCHOR/ROPE/SHACKLES-BOUY	7823	081231 13/2008 103.16
101-3030-423.25-03	06/12/2008	UNIFORM SWIM TRUNKS	05329206	081231 13/2008 533.36
101-3030-423.28-01	06/15/2008	HARNESS ADAPTERS-REPLCMNT	065198	081231 13/2008 43.08
101-3030-423.30-02	06/21/2008	FUEL FOR PWC	036467	081231 13/2008 45.60
101-3030-423.25-03	06/03/2008	TOWER-PERSNL RELIEF BTLs	6941639	081236 13/2008 252.84
101-3030-423.28-01	06/09/2008	LG TRUCK RADIO HARDWARE	031911	081236 13/2008 12.89
101-3030-423.30-02	06/09/2008	SHIPPING LG UNIFORMS	06-09-2008	081236 13/2008 13.90
101-3030-423.30-02	06/09/2008	OFFICE SUPPLIES	0875	081236 13/2008 63.49
101-3030-423.30-02	06/10/2008	BARRICADES FOR BEACH SIGN	15010827	081236 13/2008 97.90
101-3030-423.25-03	06/10/2008	SHIPNG LG WETSUIT REPAIR	42828	081236 13/2008 15.86
101-3030-423.30-02	06/13/2008	CLEANING SUPPLIES	077879	081236 13/2008 345.58
101-3030-423.30-02	06/13/2008	BATTERIES FOR LG EQUIPMNT	3889	081236 13/2008 36.60
101-3030-423.30-02	06/19/2008	FUEL FOR PWC	070132	081236 13/2008 50.56
101-3030-423.30-02	06/19/2008	BATTERIES FOR LG STATION	1269	081236 13/2008 18.51
101-3030-423.30-02	06/04/2008	STATIONARY BIKE PEDALS	760684	081236 13/2008 22.66
210-1235-513.20-06	05/29/2008	CONCRETE	74058243-001	081187 13/2008 120.68
101-3030-423.25-03	05/08/2008	LIFEGUARD EQUIPMENT	6046113	081238 13/2008 218.06
101-3030-423.25-03	05/29/2008	SWIM FINS-LIFEGUARD EQUIP	12505	081238 13/2008 240.00
101-3030-423.25-03	05/29/2008	LG UNIFORMS/PFD'S/WETSUIT	6048491	081238 13/2008 412.76
101-5010-431.30-02	06/19/2008	7 KEYS	20987	081187 13/2008 11.26
408-5020-432.28-09	06/09/2008	POSTAGE STAMPS	085360	081189 13/2008 9.40
101-5020-432.30-01	06/04/2008	OPERATING SUPPLIES/PW INS	098383/5570700	081207 13/2008 72.04
101-3030-423.28-01	06/02/2008	PWC MAINTENANCE	100304	081238 13/2008 213.95
101-3030-423.28-04	06/03/2008	HEALTHCARE PROVIDER CARDS	CCAC060308	081238 13/2008 70.00
101-3030-423.30-02	06/06/2008	PWC TIE-DOWNS	40579771	081238 13/2008 17.14
101-3030-423.28-01	06/06/2008	LG VEHICLE EQUIPMENT	997841	081238 13/2008 80.77
101-3030-423.30-02	06/10/2008	LG LOCKER ROOM EQUIPMENT	031702	081238 13/2008 102.33

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101-3030-423.25-03	06/10/2008	LG UNIFORM DEPOSIT	096597	081238 13/2008 300.00
101-3030-423.25-03	06/12/2008	LG UNIFORM JACKET PATCHES	D1-20325	081238 13/2008 40.00
101-3030-423.28-04	06/12/2008	LG TRNG-ARC ER CARDS	GSINV37938	081238 13/2008 96.00
101-3030-423.30-02	06/13/2008	OFFICE SUPPLIES-MANUAL	5984	081238 13/2008 79.57
101-3030-423.30-02	06/16/2008	LG TEAM PHOTOS	CCJSX6K3M8	081238 13/2008 34.30
501-1921-419.29-04	05/22/2008	CITY VEHICLE CAR WASH	GOR0543	081193 13/2008 8.00
101-1020-411.30-01	05/27/2008	AUDIOCASSETTE BATTERY	617827	081210 13/2008 5.92
101-1230-413.28-12	05/16/2008	PLANNING MEMBERSHIP DUES/ COUNCIL DINNER 05/28/08	023499-080302 1477	081216 13/2008 503.00
101-1010-411.28-04	05/29/2008	WATERPROOF LIGHT SOCKETS	054188/7015362	081192 13/2008 17.62
501-1921-419.29-04	06/16/2008	CITY VEHICLE CAR WASH	GOR0192	081193 13/2008 8.00
101-1910-419.30-02	06/06/2008	PAPER PRODUCTS/GLOVES/STR PAINT	275716 06-05-2008	081204 13/2008 259.59
405-1260-413.30-02	06/05/2008	OFFICE SUPPLIES	434155747-001	081213 13/2008 58.11
101-1230-413.30-01	06/18/2008	OFFICE SUPPLIES	434155747-001	081215 13/2008 76.34
101-3040-424.30-01	06/18/2008	OFFICE SUPPLIES	434155747-001	081215 13/2008 9.47
101-3070-427.30-01	06/18/2008	OFFICE SUPPLIES	434155747-001	081215 13/2008 5.80
101-6010-451.29-04	06/13/2008	BOLTS TO REPAIR STAGE	06-13-2008	081219 13/2008 2.97
101-1010-411.28-04	06/16/2008	TRAVEL/JANNEY, J-SACRAMENT	2CZ274	081222 13/2008 219.00
101-6040-454.30-01	06/07/2008	OFFICE SUPPLIES SR CENTER	3753	081224 13/2008 18.29
101-6040-454.30-02	05/22/2008	SHEARS/TAPE/PAINT	085778/8561713	081195 13/2008 193.88
101-6040-454.30-22	05/22/2008	SHEARS/TAPE/PAINT	085778/8561713	081195 13/2008 106.69
101-6040-454.30-02	05/29/2008	BANDING/CLIPS-SIGN MOUNTN	CACHU16723	081195 13/2008 146.54
101-6040-454.30-02	05/30/2008	SS BOLTS & WASHERS	CACHU16745	081195 13/2008 112.99
101-6040-454.30-02	05/31/2008	EMERG CALL-OUT/DUNES PK	09872	081195 13/2008 308.67
101-1010-411.28-04	05/22/2008	BRAGG, L-TRNSPRTN FORUM	2RC49J	081225 13/2008 345.50
601-5060-436.28-13	06/17/2008	CWEA RENEWAL-MOELLER, S	060724013	081186 13/2008 71.00
601-5060-436.28-13	06/19/2008	CWEA RENEWAL-NARANJO, J	050722054	081186 13/2008 61.00
601-5060-436.28-13	06/19/2008	CWEA RENEWAL-RAMOS, J	070721104	081186 13/2008 166.00
405-5030-433.30-02	06/11/2008	GRAFFITI/PAINT SUPPLIES	013593/8243378	081190 13/2008 74.69
405-5030-433.30-02	06/16/2008	SUNBLOCK	0040	081190 13/2008 22.61
405-5030-433.30-02	06/17/2008	PRESSURE WASHER HOSES	N267798	081190 13/2008 195.49
101-6040-454.30-02	06/03/2008	IRRIGATION FITTINGS	08006	081195 13/2008 37.06
101-6040-454.30-22	06/03/2008	HAMMER DRILL & BITS	084299/6583332	081195 13/2008 439.63
101-6040-454.30-02	06/04/2008	CUSTODIAL SUPPLIES	NN3ED-00	081195 13/2008 720.09
101-6040-454.30-22	06/09/2008	WATER KEYS	064980/0583752	081195 13/2008 48.42
101-6040-454.30-02	06/09/2008	TRACTOR KEYS	11132828	081195 13/2008 5.99
101-6040-454.30-02	06/11/2008	SANDPAPER/BALL PEIN HAMMR	1059414827	081195 13/2008 34.86
101-6040-454.30-22	06/11/2008	SANDPAPER/BALL PEIN HAMMR	1059414827	081195 13/2008 18.68
101-1910-419.30-02	06/11/2008	SHOWER VALVE/SAFETY CENTR	127478	081195 13/2008 87.17
101-6040-454.30-02	06/11/2008	TIDELANDS TSHIRTS & HATS	8-6890/1	081195 13/2008 950.36
101-1910-419.30-02	06/17/2008	US FLAGS FOR SAFETY CENTR	F99164	081195 13/2008 145.60
101-6040-454.30-02	06/17/2008	PATIO UMBRELLAS	13299	081195 13/2008 851.23
101-6040-454.30-02	06/17/2008	VEHICLE KEYS AND RINGS	32666024	081195 13/2008 24.14
101-6040-454.30-02	06/18/2008	CUSTODIAL SUPPLIES	NR27K-00	081195 13/2008 675.22
101-6040-454.30-02	06/18/2008	TRASHH CAN LINER PAILS	0147743	081195 13/2008 411.82
101-6040-454.30-02	06/18/2008	CUSTODIAL SUPPLIES	276145	081195 13/2008 247.29
101-6040-454.30-02	06/19/2008	ASPHALT EMULSION/SCRWDRVR	050588/0590366	081195 13/2008 10.52
101-6040-454.30-22	06/19/2008	ASPHALT EMULSION/SCRWDRVR	050588/0590366	081195 13/2008 22.57
101-6040-454.30-02	06/19/2008	E-Z REACHERS	05533792-00	081195 13/2008 241.82
101-6040-454.30-02	06/19/2008	RUST PRIMER	3991-4	081195 13/2008 59.24

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
101-1010-411.28-04	06/06/2008	BRAGG, L-VEHICLE EX FORUM	278957906	081225 13/2008 151.01
101-1010-411.28-04	06/06/2008	BRAGG, L-HOTEL EXEC FORUM	34A90L	081225 13/2008 279.80
101-6020-452.28-01	05/22/2008	BALLAST FOR VETS	S2924650.001	081191 13/2008 167.82
101-6020-452.28-01	05/22/2008	BALLAST FOR VETS	S2924778.001	081191 13/2008 180.79
101-1910-419.28-01	05/28/2008	BOLTS	062397/2024384	081191 13/2008 16.60
101-6020-452.28-01	05/28/2008	LIGHTS FOR VETS	1058366124	081191 13/2008 211.19
101-6020-452.28-01	05/29/2008	NEW FIXTURES FOR TRIANGLE	1058366124	081191 13/2008 397.99
503-1923-419.50-04	05/22/2008	PLINE EAR PIECE	046016/8561728	081241 13/2008 10.69
503-1923-419.50-04	05/22/2008	LAPTOP	11005732	081241 13/2008 599.50
503-1923-419.50-04	05/22/2008	LAPTOP	11005736	081241 13/2008 599.50
503-1923-419.20-06	05/22/2008	OFFICE SUPPLIES	6755	081241 13/2008 28.52
101-1910-419.28-01	06/02/2008	NEW FIXTURES FOR TRIANGLE	1058706223	081191 13/2008 88.44
101-1910-419.28-01	06/03/2008	FANS-SENIOR CTR/SURGE PRO	079627/6013047	081191 13/2008 32.26
101-6030-453.30-02	06/03/2008	FANS-SENIOR CTR/SURGE PRO	079627/6013047	081191 13/2008 43.08
101-1910-419.30-22	06/04/2008	TOOLS	1058901026	081191 13/2008 270.99
101-1910-419.28-01	06/05/2008	CORE BALLAST KIT	1059006073	081191 13/2008 180.86
101-1910-419.28-01	06/06/2008	BALLAST FOR F.H.	1059006073	081191 13/2008 139.94
101-6020-452.28-01	06/09/2008	SUPPLIES LIGHTS/TRIANGLE	054509/0562122	081191 13/2008 26.05
101-1910-419.28-01	06/11/2008	GARBAGE BAGS & SERENS	025306/8022041	081191 13/2008 6.10
101-6020-452.28-01	06/12/2008	SUPPLIES LIGHTS/TRIANGLE	011430/7015444	081191 13/2008 29.01
101-1910-419.21-04	06/12/2008	CH FRIDGE SERVICE	61579	081191 13/2008 93.75
101-1910-419.28-01	06/13/2008	BALLASTS	10595960960	081191 13/2008 51.21
101-6020-452.28-01	06/17/2008	SUPPLIE LIGHTS/TRIANGLE	028948/2016709	081191 13/2008 35.73
101-1910-419.28-01	06/18/2008	BREAKERS	044800/1584505	081191 13/2008 7.00
101-1020-411.30-01	06/16/2008	WINZIP	830601386483	081209 13/2008 39.90
405-1260-413.28-07	06/16/2008	RDA TOURISM AD	754157	081214 13/2008 608.15
405-1260-413.28-14	06/20/2008	SOFTWARE PROGRAM BOOKS	017351	081214 13/2008 45.56
101-1230-413.30-01	06/05/2008	CD MICROFICHE TONER	16928	081217 13/2008 61.17
101-3040-424.30-01	06/05/2008	CD MICROFICHE TONER	16928	081217 13/2008 61.17
101-1230-413.28-11	06/18/2008	ZONING MAPS	20957	081217 13/2008 242.44
101-1010-411.28-04	06/03/2008	MEAL-FORUM/WINTER & MCCOY	090729	081228 13/2008 18.21
101-1010-411.28-04	06/03/2008	FUEL FOR CITY VEHICLE	171856	081228 13/2008 47.11
101-1010-411.28-04	06/03/2008	FUEL FOR CITY VEHICLE	678730	081228 13/2008 34.60
101-1010-411.28-04	06/06/2008	DINNER MCCOY/WINTER	3380	081228 13/2008 55.49
101-1010-411.28-04	06/06/2008	HOTEL/LEAGUE FORUM-MCCOY	34A90K	081228 13/2008 241.80
503-1923-419.50-04	06/09/2008	BLANKET PURCHASE ORDER	11384510-490101	081241 13/2008 129.28
101-1010-411.28-04	05/28/2008	BREAKFAST- COUNCIL WRKSH	05-28-2008	081209 13/2008 13.48
101-6040-454.30-02	05/23/2008	602 DOOR KEY	045206	081196 13/2008 3.00
101-6040-454.30-02	05/24/2008	ROPE, CLAMPS FOR FLAGS	069327/6023550	081196 13/2008 28.32
101-6040-454.30-02	05/28/2008	TP, TRASH LINERS	NL7E0-00	081196 13/2008 424.80
101-6040-454.30-02	05/29/2008	LATEX GLOVES	0138864	081196 13/2008 262.53
101-6040-454.30-02	05/30/2008	PVC ELBOWS/COUPLERS-DUNES	014415/0595506	081196 13/2008 24.09
101-6040-454.30-02	05/30/2008	PVC PIECES FOR DUNES/STOC	034214/570253	081196 13/2008 19.62
101-5010-431.21-23	05/27/2008	LANTERN BATTERIES	1058340029	081201 13/2008 171.45
101-5010-431.30-02	05/30/2008	TRUNCATED DOMES	15010165	081201 13/2008 653.39
101-6040-454.30-02	06/15/2008	FUSES FOR RED TRACTOR	067116	081196 13/2008 9.69
101-5010-431.30-02	06/09/2008	BANDING MATERIAL/BUCKLES	CACHU16823	081201 13/2008 152.06
101-5010-431.30-02	06/09/2008	FORMING LUMBER	0671-213426	081201 13/2008 694.15
101-5010-431.30-02	06/11/2008	BANNER DRY CLEANING	016829/016970	081201 13/2008 180.75
101-5010-431.21-23	06/11/2008	FUSES/LIGHTED STREET SIGN	713821	081201 13/2008 3.05

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-5010-431.30-02	06/12/2008	CONCRETE FOR CURBS & GUTT	1147807	081201	13/2008	400.03
101-5010-431.30-02	06/13/2008	LUMBER RACK TOGGLE BOLTS	018257/6022519	081201	13/2008	18.30
101-5010-431.21-23	06/17/2008	10 GAUGE LIGHT WIRE	1069-568627	081201	13/2008	204.73
101-5010-431.30-02	06/19/2008	STORM DRAIN I-BEAM, FRAME	0094311-IN	081201	13/2008	828.60
101-5010-431.30-02	06/19/2008	2GAL WD 40	1060048135	081201	13/2008	31.94
101-3030-423.28-01	06/16/2008	PWC REPAIR & MAINTENANCE	100465	081234	13/2008	461.85
101-3035-423.30-02	06/16/2008	JG SWIM FINS	1486	081234	13/2008	799.36
101-3030-423.28-01	06/17/2008	PWC BATTERIES-REPLACEMENT	8231	081234	13/2008	174.54
101-3035-423.30-02	06/18/2008	CREDIT -DAMAGED SWIM FINS	1486X598	081234	13/2008	162.45-
101-3020-422.50-04	03/20/2008	BEZEL UPPER/LOWER	124620	081235	13/2008	26.87
101-3020-422.30-02	03/24/2008	FIRST AID/CPR MATERIALS	51787844 RI	081235	13/2008	461.07
101-5020-432.30-01	05/21/2008	PAPER FOR "NO PARKING"	1670218	081203	13/2008	12.01
101-5020-432.30-01	05/21/2008	CREDIT-RETURNED PAPER	1670857	081203	13/2008	12.01-
101-5020-432.30-01	05/21/2008	11X17 PAPER "NO PARKING"	1670862	081203	13/2008	16.98
101-3060-426.21-04	05/22/2008	MAY/JUNE 08 MONTHLY CHGS	788993514	081235	13/2008	34.99
101-3020-422.28-11	05/27/2008	NAME BADGES/TAGS	07-730	081235	13/2008	60.88
101-3020-422.30-01	05/28/2008	FOLDERS	0963	081235	13/2008	129.22
101-5020-432.28-04	06/04/2008	REGISTRATION FEE/GALAVIZ,	06-04-2008	081203	13/2008	160.00
101-5020-432.30-01	06/06/2008	SURGE PRCTRS/CABLE CLIPS	1856	081203	13/2008	81.62
101-5020-432.30-01	06/09/2008	TONER -ENVIRONMENTAL DEPT	9184121826	081203	13/2008	322.15
101-3020-422.50-04	06/02/2008	MEASURE MTR	055354	081235	13/2008	64.62
101-3020-422.28-11	06/02/2008	UM-34 STAMP	1568	081235	13/2008	81.89
101-3020-422.30-01	06/11/2008	FOLDERS/BINDERS/MARKERS	5152	081235	13/2008	209.04
101-3020-422.20-06	06/13/2008	OFFICE STEAM CLEAN	136263	081235	13/2008	74.85
101-3020-422.30-01	06/16/2008	HANGING FOLDERS/STAPLES	7493	081235	13/2008	71.88
405-5030-433.30-02	05/21/2008	CAMERA/GROUNDS&FACILITIES	431097787-001	081203	13/2008	150.84
101-6020-452.25-02	05/29/2008	EXCAVATOR RENTAL	171712	081188	13/2008	251.48
101-6020-452.30-02	05/30/2008	VALVES/FITTINGS-SPORTS PK	17270923	081208	13/2008	173.95
101-6020-452.30-22	06/04/2008	BACK PACK BLOWERS	133083	081188	13/2008	623.70
101-6020-452.28-01	06/04/2008	CONCRETE PATCH	15010441	081188	13/2008	22.14
405-5030-433.30-02	06/09/2008	GRAFFITI REMOVAL SUPPLIES	050969/0571116	081188	13/2008	84.83
101-6020-452.28-01	06/10/2008	BACKFLOW DEVICE	14006	081188	13/2008	564.94
101-1910-419.28-01	06/10/2008	DOUBLESIDED LOCK	5330	081188	13/2008	870.71
101-6020-452.28-01	06/10/2008	BACKFLOW SAFE CAGE	9319	081188	13/2008	588.36
405-5030-433.30-02	06/18/2008	GRAFFITI COATING	3947-6	081188	13/2008	209.08
405-5030-433.30-02	06/19/2008	GRAFFITI COATING	3990-6	081188	13/2008	134.85
101-6020-452.30-22	06/24/2008	WHEEL BEARING	135168	081188	13/2008	21.29
501-1921-419.28-16	06/03/2008	CARGO DOOR HANDLE	081427	081206	13/2008	52.93
501-1921-419.30-22	06/03/2008	SMALL TOOLS	128016	081206	13/2008	29.06
501-1921-419.30-02	06/03/2008	BODY RETAINERS-STOCK	95357	081206	13/2008	39.30
501-1921-419.28-16	06/09/2008	625X UNLOADER	350651	081206	13/2008	100.39
501-1921-419.30-02	06/13/2008	WELDING WIRE SUPPLY	031345	081206	13/2008	80.79
101-6020-452.30-02	06/10/2008	REDI-MIX CONCRETE	048011/9014896	081208	13/2008	25.19
101-6020-452.30-02	06/10/2008	BRASS FITTINGS - BACKFLOW	17447330	081208	13/2008	28.68
101-6020-452.30-02	06/17/2008	PLANT MATERIALS	98463	081208	13/2008	113.39
101-6020-452.25-02	06/18/2008	LAWN AERATOR RENTAL	74470918-001	081208	13/2008	109.38
101-6040-454.25-02	06/18/2008	LAWN AERATOR RENTAL	74470918-001	081208	13/2008	109.37
101-6010-451.30-02	06/19/2008	EMPLY APPRECIATION LUNCH	4	081223	13/2008	46.38
101-6010-451.30-02	05/29/2008	STAFF LUNCH MEETING	6	081223	13/2008	39.10
101-1010-411.29-04	06/12/2008	DVD'S -RECORD IBTV SHOW	281640204007665	081220	13/2008	13.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1010-411.28-04	06/16/2008	JANNEY, J LEAGUE MTG-TRAN	2CZZ74	081220	13/2008	40.00
101-1130-412.28-12	06/17/2008	SUBSCRIPTION RENEWAL	001366	081220	13/2008	35.00
101-1010-411.29-04	06/18/2008	COUNCIL DINNER 06/18/08	1538	081220	13/2008	133.34
101-1110-412.28-04	06/11/2008	CM/ATTORNEY LUNCHEON MTG	8733	081221	13/2008	39.79
101-1010-411.28-04	06/13/2008	LEAGUE CONF REGSTRN-WINT	30781	081221	13/2008	475.00
101-1110-412.28-04	06/15/2008	LEAGUE CONF REGSTRN-BROW	30785	081221	13/2008	520.00
101-1010-411.28-04	06/16/2008	LEAGUE CONF REGSTRN-BRAG	30786	081221	13/2008	475.00
101-1010-411.28-04	06/16/2008	LEAGUE CONF REGSTRN-JANN	30805	081221	13/2008	475.00
101-1010-411.28-04	06/17/2008	LEAGUE CONF REGSTRN-MCLE	30831	081221	13/2008	475.00
101-1010-411.28-04	06/17/2008	LEAGUE CONF REGSTRN-MCLE	30834	081221	13/2008	100.00
101-6030-453.30-02	06/02/2008	BLU-RAY FOR SENIOR CENTER	4418-2588653	081226	13/2008	480.98
101-1010-411.28-04	06/03/2008	HOTEL-COUNCIL EXECU FORUM	466882395	081227	13/2008	83.77
101-1010-411.28-04	06/05/2008	INTERNET/PRINTS ACCESS	05061643	081227	13/2008	39.50
101-1010-411.28-04	06/06/2008	GAS FOR CITY VEHICLE	GKH6385	081227	13/2008	34.98
101-1010-411.28-04	06/06/2008	GAS FOR CITY VEHICLE	0361121	081227	13/2008	21.00
101-1010-411.28-04	06/06/2008	INTERNET/PRINTS ACCESS	06061040	081227	13/2008	5.50
101-1010-411.28-04	06/06/2008	HOTEL COUNCIL EXECU FORUM	34A7RE	081227	13/2008	241.80
101-1010-411.28-04	06/07/2008	HOTEL COUNCIL EXECU FORUM	CA786-161447	081227	13/2008	94.08
101-0000-209.01-03	05/29/2008	BEST, N-EMP COMPUTER LOAN	XCNC18X9		13/2008	1,016.44
504-1924-419.28-01	05/22/2008	FOR SPORTS PARK GYM	023367/8010035	081229	13/2008	984.62
504-1924-419.28-01	06/02/2008	WINDOW - MIRRORS	062525	081223	13/2008	378.95
101-6010-451.30-02	06/06/2008	PHOTOS OF WORK BEING DONE	2794	081223	13/2008	21.72
504-1924-419.28-01	06/10/2008	CONSTRUCTION MATERIAL	004741/9583801	081223	13/2008	29.14
504-1924-419.28-01	06/19/2008	CONSTRUCTION MATERIALS	085229/0017186	081223	13/2008	171.31
09/19/2008	67234	UNDERGROUND SERVICE ALERT OF	731			30.00
601-5060-436.21-04	09/01/2008	AUGUST 2008	820080300	090011	03/2009	30.00
09/19/2008	67235	UNITED WAY OF SAN DIEGO COUNTY	1483			25.00
101-0000-209.01-09	09/18/2008	PPE 9/11/08	20080918		03/2009	25.00
09/19/2008	67236	WEST GROUP CTR	826			118.32
101-1020-411.28-14	09/01/2008	AUGUST 2008	816650549	090235	03/2009	118.32
09/19/2008	67237	YASUE R SANO	4			3,045.00
101-0000-221.01-05	09/18/2008	BOND REFND-1360 EAST LANE	TEP08-30		03/2009	3,045.00
DATE RANGE TOTAL *						1,959,941.23 *



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 1, 2008

ORIGINATING DEPT.: PUBLIC WORKS

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AMENDING CHAPTER 13.04 CONSISTENT WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) ORDER NO. 2006-0003 STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS (WDR) FOR SANITARY SEWER SYSTEMS

BACKGROUND:

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted and implemented Order No. 2006-0003 Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems. The WDR provides a regulatory mechanism for a consistent statewide approach to reduce sanitary sewer overflows (SSOs). The WDR required municipalities to prepare a Sewer System Management Plan (SSMP). The SSMP was to document a program to properly manage, operate and maintain all parts of the sanitary sewer system to reduce and prevent SSOs, as well as mitigate any SSOs that do occur. It consisted of 12 separate elements, plus a Development Plan and a Schedule. The schedule provided a timeline for the completion of the 12 elements with the last of the elements completed no later than May 2, 2009.

On September 19, 2007 City Council adopted resolution 2007-6541 approving the Sewer System Management Plan – Development Plan and Schedule as required by the SWRCB. On October 17, 2007 City Council adopted resolution no. 2007-6549 approving the Sewer System Management Plan Goals and Organization Elements. Not later than November 2, 2008, the following elements are required to be completed:

- Legal Authority – requires the City's Ordinance to provide for the legal authority to enforce the components of the SSMP.
- Operations and Maintenance Program
- Overflow Emergency Response Program
- FOG Control Program (FOG = Fats, Oils & Greases)

The remaining elements are due to be completed no later than May 2, 2009.

DISCUSSION:

This staff report and ordinance is prepared to forward the necessary changes and additions and modifications to the Imperial Beach Municipal Code (I.B.M.C.) sufficient to ensure the City's legal authority to enforce the components of the SSMP. The change incorporated in the ordinance (Attachment 1) are highlighted in yellow.

On February 21, 2007, City Council adopted resolution 2007-6449 awarding a professional services contract with RBF Consulting, for a "Sewer System Capacity Study." As part of that study RBF Consulting was required to evaluate the City's Sewer System Management Plan relative to SWRCB Order No. 2006-0003. That study was completed and reported to City Council at the June 18, 2008, regular City Council meeting.

RBF Consulting identified 14 legal authority conditions necessary to comply with SRWCB Order No. 2006-0003. Of those, RBF Consulting found that the I.B.M.C. was consistent with 6 conditions and one condition was not required for the City of Imperial Beach. The remaining 7 conditions were recommended for inclusion into the Imperial Beach Municipal Code. The attached ordinance was prepared to bring the City's I.B.M.C. consistent with the SRWCB Order No. 2006-0003.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

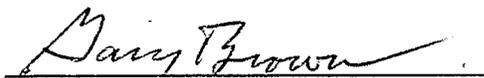
The work effort to modify the I.B.M.C. consisted of approximately 20 person-hours of City Attorney time and 10-hours of City staff time.

DEPARTMENT RECOMMENDATION:

1. Open the Public Hearing.
2. Receive this report and consider the proposed ordinance – Attachment 1
3. City Council waive further reading and introduce "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH TO AMEND CHAPTER 13.04 (SEWERS) OF THE IMPERIAL BEACH MUNICIPAL CODE BY AMENDING SECTION 13.04.030 (PROHIBITED DISCHARGES), SECTION 13.04.040 (CONNECTIONS TO PUBLIC SEWER), SECTION 13.04.070 (CONNECTION PERMIT – APPLICATION – INSPECTION) AND ADDING SECTION 13.04.180 (PUBLIC SEWER EASEMENTS AND SECTION 13.04.190 (RIGHT OF ENTRY INSPECTIONS)."

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Ordinance No. 2008-1077

ORDINANCE NO. 2008-1077

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING IMPERIAL BEACH MUNICIPAL CODE CHAPTER 13.04 BY AMENDING SECTIONS 13.04.030, 13.04.040 AND 13.04.170 AND ADDING SECTIONS 13.04.180 AND 13.04.190 - SEWERS TO COMPLY WITH STATE WATER RESOURCES CONTROL BOARD ORDER NO. 2006-0003-DWQ

WHEREAS, The State Water Resources Control Board issued Order No. 2006-003-DWQ hereafter requiring that all sewer systems larger than one mile long comply with certain standards; and

WHEREAS, the City of Imperial Beach, which administers a sewer system covered by Order No. 2006-0003-DWQ, has hired RBF Consulting to evaluate the City's sewer system for compliance with the Order; and

WHEREAS, changes adopted in this Ordinance, based on the recommendations to RBF Consulting, should ensure that the City is in compliance.

NOW, THEREFORE, the City Council of the City of Imperial Beach, California does hereby ordain as follows:

SECTION 1: Sections 13.04.030, 13.04.040, and 13.04.170 are amended to add the following:

13.04.030. Prohibited Discharges

A. It is unlawful for any person to discharge into the city sewer facility groundwater, surface water, stormwater, or solid or liquid matter from roof downspouts, roof drains, or area drain connections except as authorized by the City Council of the City of Imperial Beach and the wastewater treatment facility receiving the water for treatment.

B. It is unlawful to place, throw, or deposit, or cause or permit to be placed, thrown, or deposited, in any public or building sewer any dead animal, offal or garbage, fish, fruit or vegetable waste, or other solid matters or materials or obstructions of any kind whatever of such nature as shall clog, obstruct, or fill such sewer, or which shall interfere with or prevent the effective use or operation thereof. No person shall cause or permit to be deposited or discharged into any such sewer any water or sewage or liquid waste of any kind containing chemicals, greases, oils, tars, or other matters in solution or suspension which may be reason of chemical reaction or precipitation, clog, obstruct or fill the same, or which may in any way damage or interfere with or prevent the effective use thereof, or which may necessitate or require frequent repair, cleaning out or flushing of such sewer to render the same operative or which may obstruct or cause an unwarranted increase in the cost of treatment of the sewage.

13.04.040. Connection to Public Sewer Required; Design Specifications.

A. No person whose premises are so located that a public sewer is within two hundred feet of the place of origin of sewage on the premises shall install any septic tank or use any means of disposing of such sewage other than through a connection with the city sewer

facility. Each such person shall be required to connect such premises with the sewer system and to pay all costs and charges provided for under this chapter.

B. All persons whose premises are connected to the public sewer shall be responsible for the installation, maintenance and upkeep of the building sewer and the sewer lateral to the point where the lateral attaches to the saddle connection on the public sewer or sewer main.

C. New sewers and connections to the sewer system will meet all requirements of the Uniform Plumbing Code, copies of which are on file with the Department of Public Works and the Building Department; the standard plans and specifications of the city for construction in the public right-of-way; and shall also meet the design requirements as established from time to time by the City Engineer.

D. Except as expressly provided in this Code, all work performed and all plans and specifications required under the provisions of this chapter shall conform to the requirements prescribed by the the editions of "The San Diego Area- Regional Standard Drawings" and "The Standard Specifications for Public Works Construction" and associated supplements, and "Standard Plans for Public Works Construction" in effect as of November 2, 2008, unless exempted or modified by the City Council of the City of Imperial Beach. To the extent possible, all designs and plans shall provide for vehicular access to all manholes and cleanouts in the sewer main system.

E. All Building Permit plans or designs submitted after November 2, 2008 shall comply with Section 1014.0 of the 2007 California Plumbing Code to eliminate or minimize the sewer system impacts due to Fats, Oils, and Grease discharge.

13.04.070. Connection Permit - Application- Inspection.

A. A person desiring a permit to make a connection to a sewer lateral, sewer saddle connection or public sewer shall file with the city an application in writing on a form furnished by the city.

B. When applying for a building sewer connection to the public sewer, the city shall have not less than two full working days for inspection of the property and research of the maps and records to determine the possible existence of any unusual excavation problems which may require special equipment or pose difficulties as regards to obstruction, traffic control, underground water flow, etc. Permits will not be issued until after this inspection has been performed.

C. Within 30 days after any parcel of real property in the City of Imperial Beach containing one or more sewer laterals is sold or ownership of the property is otherwise transferred, the seller or transferor shall submit proof to the City of Imperial Beach that all sewer laterals on the property have been inspected and are in proper working order.

SECTION 2. Sections 12.04.180 and 13.04.190 are added as follows:

Section 13.04.180. Public Sewer Easements

A. A public sewer easement must be recorded over any public sewer constructed after November 2, 2008, that is not in the public right-of-way.

B. A public sewer easement must be recorded over any existing public sewer system that transits an adjacent property and not in the public right-of-way after November 2, 2008, for any property development or redevelopment building permit submitted for approval that had not been previously recorded.

Section 13.04.190. Right of Entry for Inspection.

A. For any inspection authorized or maintenance or repair required by this code or any federal or state law, city employees or their designees have the right of entry to the sewer or any property upon which there is the City's sewer system infrastructure, for purposes of inspection or maintenance or for repair of sewer facilities or connections.

B. Notwithstanding any other provision of law, the City of Imperial Beach retains all necessary rights to access for maintenance, inspection, or repairs for portions of any sewer main owned or maintained by the City.

SECTION 4: This ordinance shall become effective no sooner than thirty (30) days following its passage and adoption by the City Council.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, held the 1st day of October 2008; and thereafter **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the 15th day of October 2008, by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

JAMES C. JANNEY, MAYOR

Approved As To Form:

JAMES P. LOUGH, City Attorney

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 2008-1077 - Amending Imperial Beach Municipal Code Chapter 13.04 By Amending Sections 13.04.030, 13.04.040 And 13.04.170 And Adding Sections 13.04.180 And 13.04.190 - Sewers To Comply With State Water Resources Control Board Order No. 2006-0003-DWQ

CITY CLERK

DATE



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 1, 2008

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: RESOLUTION AWARDING THREE CAPITAL IMPROVEMENT PROJECTS DESIGN SERVICES TO TRAN CONSULTING ENGINEERS TO WIT: MARINA VISTA CENTER MASTER PLAN (F05-501); PUMP STATION # 7 WET WELL REPLACEMENT (W06-101); AND SEALING & REPAIRING WET WELLS AND MANHOLES (W05-401)

BACKGROUND:

The Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574 - included three projects that staff is proposing to award to Tran Consulting Engineers for design services; to wit: Marina Vista Center Master Plan (F05-501), Pump Station # 7 Wet Well Replacement (W06-101), and Sealing & Repairing Wet Wells and Manholes (W05-401).

Each of these projects is scheduled to be completed with the end of the adopted Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009, i.e. by June 30, 2009. The scope of work in these projects is as follows:

1. Marina Vista Center Master Plan (CIP # F05-501):
 - o Install energy efficient lighting and new energy efficient windows throughout all facilities.
 - o Replace wood framing, walls and siding around and under window on the east side of the senior center office.
 - o Resize duct pipes/register for the HVAC in the Senior Library, Marina Vista Center and Senior Center Office
 - o Decorative tile over the fireplace hearth
 - o Replace ceiling of the Marina Vista Center community room & lobby, library, and arts and craft room
 - o Replace community room southern-facing doors
 - o Replace glass entry doors
 - o Replace kitchen counter top
 - o Re-roof all facilities (excepted pitched roof)
 - o Restore lobby floors, strip and reseal
 - o Replace Community Room floors with commercial grade vinyl tile

2. Pump Station # 7 Wet Well Replacement (CIP # W06-101):
 - o Design plans and construction documents for bidding to increase the depth of the wet well to avoid surcharging of the sewer lines. This will require pre-design – geotechnical studies as directed by the consultant.
3. Sealing & Repairing Wet Wells and Manholes (CIP # W05-401):
 - o Sealing 50 manholes and five wet wells (P.S. # 1A, 2, 3, 4, & 6)
 - o Repair the seal coating within P.S. # 5 (approx. 8' x 8') wet well (Sancon or equal coating)
 - o Replace and secure western suction line (P.S. # 2)
 - o Replace frozen bypass discharge gate (P.S. # 2) valve
 - o Repair Manhole on Seacoast Drive, north of Imperial Beach Blvd.

DISCUSSION:

The City advertised for Requests for Qualifications (RFQs) for consulting work on these three projects. Three proposals were received and evaluated. One proposal (Nasland Engineering) was considered non-responsive. Interviews were held with the two responsive bidders (Tran Consulting Engineers and RBF Consulting). Tran Consulting Engineers was chosen to provide the design services for the three CIP projects. The total amount of the Agreement for the design work of these three projects was \$99,770.

The Tran Consulting Engineers cost quote per project listed above was as follows:

- | | |
|---|----------|
| 1. Marina Vista Center Master Plan (CIP # F05-501) | \$39,820 |
| 2. Pump Station # 7 Wet Well Replacement (CIP # W06-101) | \$30,790 |
| 3. Sealing & Repairing Wet Wells and Manholes (CIP # W05-401) | \$29,160 |

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA. This project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replacement or Reconstruction of Existing Utility Systems or Facilities.

FISCAL IMPACT:

Each of the three projects listed above are funded as follows:

- | | |
|---|-----------|
| 1. Marina Vista Center Master Plan (CIP # F05-501) | |
| a. RDA Tax Increment (non-housing) | \$171,000 |
| 2. Pump Station # 7 Wet Well Replacement (CIP # W06-101) | |
| a. Sewer Enterprise Fund | \$221,000 |
| 3. Sealing & Repairing Wet Wells and Manholes (CIP # W05-401) | |
| a. Sewer Enterprise Fund | \$463,000 |

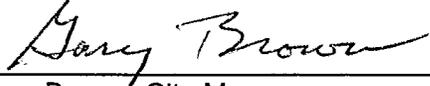
There are sufficient funds budgeted to cover the cost of developing each project's construction drawings and specifications and expected construction costs.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Discuss the elements of the projects listed and provide additional direction to staff if necessary.
3. Adopt the attached resolution authorizing the City Manager to sign a professional services agreement and approve a purchase order with Tran Consulting Engineers for the design work of these three CIP projects.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6678

RESOLUTION NO. 2008-6678

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED THREE CAPITAL IMPROVEMENT PROJECTS DESIGN SERVICES TO TRAN CONSULTING ENGINEERS TO WIT: MARINA VISTA CENTER MASTER PLAN (F05-501); PUMP STATION # 7 WET WELL REPLACEMENT (W06-101); AND SEALING & REPAIRING WET WELLS AND MANHOLES (W05-401)

WHEREAS, the Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574 - included three projects that staff is proposing to award to Tran Consulting Engineers for design services; to wit: Marina Vista Center Master Plan (F05-501), Pump Station # 7 Wet Well Replacement (W06-101), and Sealing & Repairing Wet Wells and Manholes (W05-401); and

WHEREAS, each of these projects is scheduled to be completed with the end of the adopted Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009, i.e. by June 30, 2009; and

WHEREAS, the City advertised for Requests for Qualifications for consulting work on these three projects and received 3 bids; and

WHEREAS, the proposals were reviewed and evaluated; and

WHEREAS, two proposals were considered qualified; and

WHEREAS, interviews were held with the two qualified applicants; and

WHEREAS, Tran Consulting Engineers was evaluated as qualified by experience and ability to provide the projects' design work at a projects' cost of \$99,770; and

WHEREAS, there are sufficient funds budgeted to cover the cost of developing each project's construction drawings and specifications and expected construction costs.

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

1. The above recitals are true and correct.
2. The City Manager is authorized to sign a professional services agreement and approve a purchase order with Tran Consulting Engineers for the design work of these three CIP projects at a cost of \$99,770.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 1st day of October 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6678 – A Resolution of the City Council of the City of Imperial Beach, California, Awarding Three Capital Improvement Projects Design Services To Tran Consulting Engineers To Wit: Marina Vista Center Master Plan (F05-501); Pump Station # 7 Wet Well Replacement (W06-101); And Sealing & Repairing Wet Wells And Manholes (W05-401)

CITY CLERK

DATE



**STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY**

TO: CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: OCTOBER 1, 2008

ORIGINATING DEPT.: PUBLIC WORKS

**SUBJECT: RESOLUTION APPROVING CHANGE ORDER NO. 3 TO THE
OLD PALM AVENUE STREETScape IMPROVEMENT
PROJECT (CIP R04-201)**

BACKGROUND:

On May 28, 2008, the Imperial Beach Redevelopment Agency ("Agency") adopted R-08-149 to award the Old Palm Avenue Streetscape Improvement Project (CIP R04-201) to Portillo Concrete ("Portillo") at a bid price of \$1,196,276.00. This project is funded jointly from RDA Bond (non-housing) (\$1,315,000) and Smart Growth Incentive Program Grant (CALTRANS Grant) (\$1,000,000).

On September 17, 2008, the Agency adopted R-08-159 to approve Change Order 2. Change Order No. 2 authorized the deletion of "fog seal" from the project area and increases the overlay area to 100% of the project area at an additional cost of \$59,500.

The bid price approved on May 2008 included the installation of 18 surfboard sculptures ("sculptures"). The decision to include only 18 sculptures in the initial bid was based on budget constraints. Portillo's bid was well within budget and there were sufficient funds within the project budget to add sculptures to the project. The initial 18 sculptures were to be placed on both sides of the street, but 9 sculptures would have been sited on the north side of Palm between 3rd and 2nd Streets and 9 sculptures on the south side between Seacoast Drive and 2nd Street. Change Order #3 will allow for the addition of 7 more sculptures and will install surfboards along both sides of the Old Palm Avenue between Seacoast Drive to 3rd Street.

DISCUSSION:

Since the receiving the bid from Portillo, staff has explored the opportunity to increase the amount of sculptures and how to install a representative sample of both large and small designs. The recommendation to increase the number of sculptures and to provide a representative sample of both large and small historic surfboard designs resulted in changes to the specifications of the sculptures. A sculpture prototype was constructed and tested (shaken and climbed upon); the testing revealed that changes needed to be made to the thickness of the pipe and some of the taller sculptures would need bracing. In August staff was contacted by Mr. John Warner, a local surfer who had concerns about the outdoor museum's surfboard designs. Staff met with Mr. Warner and discussed his concerns. Staff agreed with Mr. Warner's concern

that the outdoor museum did not acknowledge the significant role that several local surfboard designers/shapers had in the evolution of surfboard shapes. With Mr. Warner's research and assistance, staff, the consultant team, and Mr. Warner discussed and agreed upon changes to the representative sample of surfboard designs. Mr. Warner's suggestions resulted in the change of five sculptures and deletion of one board. Surfing history can be a contentious and subjective subject, but staff, the consultant team and Mr. Warner all agreed that the alterations made will acknowledge Imperial Beach and the San Diego region's significant contribution to surfing history.

Change Order No. 3 will delete \$96,000 from the Portillo's contract. The Agency proposes to enter into an agreement with Fabrication Arts to construct and install 25 surfboards for an amount not exceed \$207,994. The request for the additional funds will allow the installation of additional boards and permit the installation of a representative sample of both large and small sculptures. The fabrication and installation of the sculptures is eligible for reimbursement by Caltrans Grant.

ENVIRONMENTAL DETERMINATION:

An environmental review was conducted on this project and it was determined that this project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replace or Reconstruction of Existing Utility Systems and Facilities.

FISCAL IMPACT:

Budget:

Smart Growth Incentive Program Grant	\$1,000,000
RDA Bond (non-housing)	<u>\$1,315,000</u>
Total Project Budget	<u>\$2,315,000</u>

Expenditure Plan:

	Smart Growth Incentive Program Grant	RDA Bond (non-housing)	Project Total
Design & Environmental Expenditures		\$277,150	\$277,150
Construction Contract	\$768,338	\$427,938	\$1,196,276
Project Management (est.)		\$53,000	\$53,000
Change Order No. 1	\$3,600		\$3,600
Change Order No. 2		\$59,500	\$59,500
Change Order No. 3	(96,000)		(96,000)
Fabrication Arts Contract	\$207,994		\$207,994
TOTAL	<u>\$883,932</u>	<u>\$817,588</u>	<u>\$1,701,520</u>

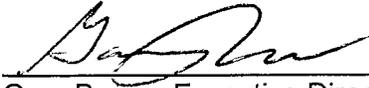
The above information shows that Change Order No. 3 will delete \$96,000 from Portillo's contract and an agreement will be entered into with Fabrication Arts for \$207,994.

DEPARTMENT RECOMMENDATION:

1. Receive this report;
2. Authorize the Executive Director to sign Change Order No. 3 (attachment 2);
3. Authorize the Executive Director to enter into Agreement with Fabrication Arts (attachment 3); and
4. Adopt the attached resolution.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, Executive Director

Attachments:

1. Resolution No. R-08-162
2. Change Order # 3
3. Agreement with Fabrication Arts

RESOLUTION NO. R-08-162

A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY TO APPROVE CHANGE ORDER NO. 3 TO THE OLD PALM AVENUE STREETScape IMPROVEMENT PROJECT (CIP R04-201) AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENT WITH FABRICATION ARTS, FOR THE CONSTRUCTION AND INSTALLATION OF SURFBOARD SCULPTURES.

WHEREAS, the Imperial Beach Redevelopment Agency (the "Agency") is engaged in activities necessary to carry out and implement the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area [the "Project"]; and

WHEREAS, in order to carry out and implement the Redevelopment Plan, the Agency proposes to pay for the construction of public improvements on Palm Avenue Street from Seacoast Drive to 3rd Street; and

WHEREAS, the Agency has duly considered all conditions of the proposed payment for improvements and participation and believes that the payment by the Agency of the cost of the installation and construction of the public improvements by the Agency is in the best interest of the City and health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

WHEREAS, on May 28, 2008, the Redevelopment Agency adopted Resolution No. R-08-149 to award the Old Palm Avenue Streetscape Improvement Project (CIP R04-201) to Portillo Concrete, Inc. ("Portillo") at a bid price of \$1,196,276.00; and

WHEREAS, on September 17, 2008, the Redevelopment Agency adopted Resolution No. R-08-159 to approve Change No. 2 to the Old Palm Avenue Streetscape Improvement Project (CIP R04-201);

WHEREAS, during construction of the project, it was determined to further modify certain items as contained in Change Order No. 3;

WHEREAS, Change Order No. 3 will delete \$96,000 from Portillo's contract;

WHEREAS, in order to carry out and implement the Redevelopment Plan, the Agency proposes to entered into an agreement with Fabrication Arts for the Fabrication and Installation of 25 surfboard sculptures;

WHEREAS, the Executive Director or designee, is authorized and empowered to execute, for and on behalf of the Agency, an agreement with Fabrication Arts for the Fabrication and Installation of 25 surfboard sculptures for the Old Palm Avenue Revitalization Project, under the terms and conditions set forth in the attachment 3 agreement.

WHEREAS, the 25 surfboard sculptures is a reimbursable expenditure under the terms Smart Growth Incentive Grant Program;

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

1. The above recitals are true and correct;
2. That the Agency finds and determines that the construction of public improvements on Palm Avenue Street from Seacoast Drive to 3rd Street are of benefit to the Project, that the Agency finds and determines that no other reasonable means for financing the proposed improvements for which the Agency proposes to pay are available to the community, and that the Agency finds and determines that proposed improvements will assist to eliminate blighting conditions inside the Project area;
3. That the Agency finds and determines that the demolition, construction and installation of improvements on Palm Avenue Street from Seacoast Drive to 3rd Street are consistent with the Implementation Plan adopted for the Project by the Agency on June 21, 1994, as Document No. 2141, pursuant to California Health and Safety Code section 33490;
4. The Executive Director is authorized to approve and sign Change Order No. 3 to delete \$96,000 from the Portillo Contract;
5. The Executive Director is authorized to enter into an agreement with Fabrication Arts, Inc. for an amount not to exceed **TWO HUNDRED AND SEVEN THOUSAND NINE HUNDRED AND NINETY-THREE DOLLARS AND TWENTY-TWO CENTS (\$207,993.22)**, and
6. The Executive Director or his designee will seek reimbursement for all eligible expenditures under the terms Smart Growth Incentive Grant Program;

PASSED, APPROVED, AND ADOPTED by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 1th day of October 2008, by the following roll call vote:

AYES:	BOARDMEMBERS:
NOES:	BOARDMEMBERS:
ABSENT:	BOARDMEMBERS:
DISQUALIFIED:	BOARDMEMBERS:

James C. Janney

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

Jacqueline M. Hald

**JACQUELINE M. HALD, CMC
SECRETARY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. R-08-162 – A Resolution of the Redevelopment Agency of the City of Imperial Beach, California, APPROVING CHANGE ORDER NO. 3 TO THE OLD PALM AVENUE STREETScape IMPROVEMENT PROJECT (CIP R04-201) AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH FABRICATION ARTS, INC.

CITY CLERK

DATE

PUBLIC WORKS CIP/RDA CHANGE ORDER

SUBMISSION DATE: _____

- Contractual Change Order
Change Order No.: 3
- Purchase Order Change
Change Order No.: _____

Project Name: **Old Palm Ave Streetscape Improvement**

Project Number: **R04-201**

Purchase Order No: **Pending**

NAME OF CONTRACTOR: **Portillo Concrete Inc** Contract Amount: **\$ 1,196,276.00**
Contract Date: June 11, 2008 For: 120 calendar days

You are directed to make the changes noted below in the subject Contract:

By: _____
Gary Brown City Manager

Date: _____

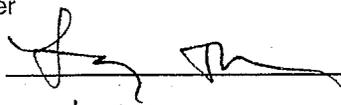
Nature of the Changes: Deduct one Medallion from Line Item 26 Surfboard Medallion.....	(\$ 1,000.00)
Delete Line Item 28 Artist Sculpture Services.....	(\$98,500.00)
Total Deducts	(\$99,500.00)
Add Seven (7) Foundations Line Item 27 @ \$500.00.....	\$ 3,500.00
Total Change (Decrease)	(\$96,000.00)

These changes result in the following adjustment of Contract Price and Contract Time:

<small>(CIRCLE ONE)</small>	
Contract Price of Total Prior to This Change Order	\$ <u>1,259,376.00</u>
Net Increase Resulting from This Change Order	\$ _____ [- - - -]
<small>If more than one account should be charged, indicate percentages per account.7</small>	
Net Decrease Resulting from This Change Order	\$ <u>(96,000.00)</u> [- - - -]
Current Contract Price Including This Change Order	\$ <u>1,163,376.00</u>
Contract Time Prior to This Change Order (Days or Date)	<u>122</u>
Net Increase Resulting from this Change Order (Days)	<u>7</u>
Net Decrease Resulting from this Change Order (Days)	<u>0</u>
Current Contract Time Including This Change Order (Days or Date)	<u>129</u>

The Above Changes Are Approved:

LAWRENCE THORNBURG, P.E. 49795
Engineer

By:  _____

Date: 9/19/08 _____

Contractor

By: _____

Date: _____

Requisitioned by: _____ Date: _____

Department Head Approval: _____ Date: _____

Finance Department Approval: _____ Date: _____

Posted/Buyer: _____ Date: _____

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY AND
FABRICATION ARTS**

THIS AGREEMENT made this _____ day of _____, 2008, by and between the Imperial Beach Redevelopment Agency, hereinafter referred to as "Agency," and Fabrication Arts, hereinafter referred to as "Consultant";

WHEREAS, Agency desires to employ a Consultant to furnish professional services; and

WHEREAS, Agency has determined that Special Consultant is qualified by experience and ability to perform the services desired by Agency, and Special Consultant is willing to perform such services; and

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

Section 1. EMPLOYMENT OF CONSULTANT.

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

Section 2. DESCRIPTION OF WORK.

Consultant agrees to fabricate and install 25 surfboard sculptures based on drawings by CWA, Inc. and subsequent modifications through 9-04-08. Surfboard sculptures are fabricated from (type 304) stainless steel with an acrylic paint finish; Interpretative plaques are etched stainless steel (type 316) with a one-color paint fill. The work shall include bolt down installation using four stainless steel j-bolts each and rebar per structural engineering calculations.

Consultant shall, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by Agency, necessary or proper to perform and complete the work and provide the professional services required of Consultant by this Agreement.

Consultant understands that the City of Imperial Beach's Public Works Department has contracted with Portillo Concrete Inc. for the installation of streetscape improvements on Palm Avenue from Seacoast Drive to 3rd Street and that Consultant shall coordinate its services hereunder with Portillo Concrete Inc., and Agency and City staff.

Section 3. PROJECT COORDINATION AND SUPERVISION.

Larry Martin is hereby designated as the Project Coordinator for Agency and will monitor the progress and execution of this Agreement. Project Coordinator shall have overall responsibility for the progress and execution of this Agreement for Consultant.

Section 4. TOTAL COST.

The total cost for all work described in **Section 2. DESCRIPTION OF WORK** shall not exceed **TWO HUNDRED AND SEVEN THOUSAND NINE HUNDRED AND NINETY-THREE DOLLARS AND TWENTY-TWO CENTS (\$207,993.22)** without prior written authorization from Agency.

Section 5. COMPENSATION

The Consultant shall submit, in duplicate, a requisition to the Agency for a down payment of ONE HUNDRED THREE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS AND SIXTY-ONE CENTS (\$103,996.61).

For subsequent compensation, the Consultant shall submit a requisition to the Agency specifying the amount due for services performed by the Consultant. The Consultant shall be paid based upon the approval of the Project Coordinator.

Upon approval of the requisition, the Agency shall make payment of approved requisition by approximately the 15th of a given month if the requisition is submitted to the Agency no later than the first of said given month. Payments will be made to the Consultant at the address below.

Section 5. LENGTH OF CONTRACT.

The Agreement between Consultant and Agency will be terminated upon acceptance of the work by the Project Coordinator and completed as set forth in **Section 2. Description of Work.**

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

Any delay occasioned by causes beyond the control of Consultant shall be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, Consultant shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the professional services when justified by the circumstances.

Section 6. CHANGES.

Agency may order changes in the services within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and the contract time shall be adjusted accordingly. All such changes shall be authorized in writing, executed by Consultant and Agency.

Section 7. OWNERSHIP OF DOCUMENTS.

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

Section 8. STANDARD PROVISIONS.

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

Section 9. TERMINATION.

Agency may terminate this Agreement at any time by giving written notice of same and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. If the Agreement is terminated by Agency as provided herein, Consultant shall be paid for all effort and material expended on behalf of Agency under the terms of this Agreement, up to the effective date of termination.

If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, Agency shall have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by Consultant shall, at the option of Agency, become the property of Agency, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of notice of termination, not to exceed the total costs under Section 4 hereinabove.

Section 10. HOLD HARMLESS.

Consultant agrees to indemnify and save Agency, its elected officials, officers, agents and employees harmless from any and all liability, claims, damages, or injuries to any person, including injury to Consultant's employees, and all expenses of investigating and defending against same which arise from or are connected with Consultant's performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of Consultant, Consultant's agents or employees.

Section 11. ASSIGNABILITY.

The parties agree that, unless another Principal is substituted with the approval of the Project Coordinator, the services of Fabrication Arts will be made available to the Agency as needed and will not undertake other employment that will interfere with, or conflict with, such services during the term of this Agreement.

Section 12. INDEPENDENT CONTRACTOR.

Consultant and any sub-contractors employed by Consultant shall be independent contractors and not agents of Agency hereunder. Any provision in this Agreement that may appear to give Agency the right to direct Consultant or sub-contractors as to the details of doing the work or to exercise a measure of control over the work means that Consultant shall follow the direction of the Agency as to end results of the work only.

Section 13. AUDIT OF RECORDS.

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

Section 14. INSURANCE/WORKER'S COMPENSATION.

Consultant shall maintain general and professional liability insurance (errors and omissions) to a limit of \$1,000,000 each and State of California required levels of Worker's Compensation insurance for all work performed under this Agreement in accordance with Agency requirements.

Section 15. ARBITRATION.

Claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may be decided by arbitration if both parties to this Agreement consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by Consultant, Agency, and any other person sought to be joined.

(Any consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 16. ATTORNEY'S FEES.

In the event of litigation over the performance of the Agreement, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation.

Section 17. NOTICES.

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

Gerard E. Selby
Redevelopment Coordinator
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

John O'Connell
Fabrication Arts
2926 Main Street
San Diego CA 92113

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

Section 18. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding of the parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

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

Imperial Beach Redevelopment Agency

Executive Director

APPROVED AS TO CONTENT:

City Clerk

APPROVED AS TO FORM:

City Attorney



STAFF REPORT CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: OCTOBER 1, 2008

ORIGINATING DEPT.: FINANCE DEPARTMENT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO
ARRANGE FOR THE ACCEPTANCE OF CREDIT CARD
PAYMENT FOR CITY FEES *MB*

BACKGROUND:

The City currently does not accept credit cards for the payment of various city fees, charges, and fines. Staff is recommending that the City Council approve the attached resolution authorizing the City Manager to pursue acceptance of credit cards for various city fees by utilizing credit card processing services from the City's existing bank.

DISCUSSION:

The City's Finance Department accepts cash or check payment for a variety of fees and deposits. Several citizens have commented that they wish that the City would accept credit card payments. Acceptance of credit cards is becoming more accepted by federal, state, and local governments. The City's current bank, Union Bank of California, provides secure credit card processing. In an effort to improve citizen satisfaction, staff is proposing the acceptance of credit cards for payment of City fees.

FISCAL ANALYSIS:

Bank charges for accepting credit cards varies from 1.6% to 2.9% depending on a variety of factors such as whether a credit, debit, or gift card is used. It is anticipated that 30% of business licenses, parking tickets, and lower value building permits will use credit cards for payment. The credit card processing cost at the 30% usage level would be approximately \$4,500 per year. Staff will return to the City Council with a report to update our current fees (current fees are based on a 2003 study). A minor fee adjustment would be required to offset the additional cost of credit card processing.

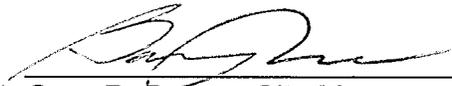
DEPARTMENT RECOMMENDATION:

It is respectfully requested that the City Council:

1. Receive this report.
2. Adopt resolution authorizing the City Manager to arrange for the acceptance of credit card payment for City fees and sign any necessary agreements.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary R. Brown, City Manager

Attachment:

1. Resolution 2008-6679

RESOLUTION NO. 2008-6679

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ARRANGE FOR THE ACCEPTANCE OF CREDIT CARDS FOR PAYMENT OF CITY FEES

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, the City Council strives to improve customer service; and

WHEREAS, citizens desire the ability to pay city fees by credit card; and

WHEREAS, the City's existing financial institution provides credit card services.

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

1. The above recitations are true and correct.
2. City Council authorizes the City Manager to arrange for the acceptance of credit cards for payment of city obligations through credit card services from Union Bank, the City's current bank, and sign any necessary agreements.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting on the 1st day of October 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2008-6679 – A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING THE CITY MANAGER TO PURSUE ACCEPTANCE OF CREDIT CARDS FOR PAYMENT OF CITY FEES.

CITY CLERK

DATE