



# A G E N D A

## IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PUBLIC FINANCING AUTHORITY



**SEPTEMBER 19, 2007**

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

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

### **CLOSED SESSION CALL TO ORDER BY MAYOR**

### **ROLL CALL BY CITY CLERK**

### **CLOSED SESSION**

#### **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.**

Initiation of litigation pursuant to Government Code Section 54956.9(c)  
No. of Potential Cases: 2

#### **CONFERENCE WITH REAL PROPERTY NEGOTIATORS.**

Pursuant to Government Code Section 54956.8  
Property: 550 Highway 75, Imperial Beach, CA 91932; APN 625-140-08  
Agency Negotiator: City Manager  
Negotiating Parties: Madrid Ranch LLC  
Under Negotiation: Instruction to Negotiator will concern price and terms of payment

### **RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)**

### **REGULAR MEETING CALL TO ORDER BY MAYOR**

### **ROLL CALL BY CITY CLERK**

### **PLEDGE OF ALLEGIANCE**

### **AGENDA CHANGES**

### **MAYOR/COUNCIL ANNOUNCEMENTS/REIMBURSEMENTS**

### **COMMUNICATIONS FROM CITY STAFF**

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

## **PRESENTATIONS (1.1 - 1.3)**

### **1.1 RECYCLE ALL-STAR AWARD PRESENTATION. (0270-30)**

City Manager's Recommendation: Present the Recycle All-Star Award Certificate, \$100.00 check and used oil recycling premiums to Joseph and Barbara Asano.

### **1.2\* PRESENTATION OF PROCLAMATION – EMERGENCY PREPAREDNESS MONTH. (0410-30)**

### **1.3\* PRESENTATION OF PROCLAMATION – RIDESHARE WEEK. (0410-30)**

\* No staff report.

**CONSENT CALENDAR (2.1 - 2.10)** *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 64452 through 64698 with the subtotal amount of \$3,321,930.01; and Payroll Register Numbers 38681 through 38867 for the pay period ending 08/30/07 with the subtotal amount of \$442,121.97; for a total amount of \$3,764,051.98.

### **2.2 RESOLUTION NO. 2007-6534 – APPROVAL OF REVISIONS TO COUNCIL POLICY 408: INVESTMENT POLICY. (0350-95 & 0410-95)**

City Manager's Recommendation: Adopt resolution.

### **2.3 RESOLUTION NO. 2007-6535 – APPROVAL OF AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH REGARDING THE ALLOCATION OF FUNDS FOR THE PALM AND CARNATION AVENUE STREET ENDS PROJECT. (0150-70, 0600-20 & 0720-10)**

City Manager's Recommendation: Adopt resolution.

### **2.4 CASH AND INVESTMENT REPORTS FOR THE QUARTER ENDED JUNE 30, 2007. (0350-90)**

City Manager's Recommendation: Receive and file the Quarterly Investment Reports for the quarter ended June 30, 2007.

### **2.5 RATIFICATION OF MAYOR'S LETTERS ON AB 414, SB 10, AND SB 375. (0460-20)**

City Manager's Recommendation: Ratify the three letters attached to the Staff Report and the positions advocated within them.

### **2.6 RESOLUTION NO. 2007-6537 – APPROVING COUNCIL POLICY 114 ON COUNCIL MEMBERS NOT ATTENDING CITY SPONSORED PUBLIC WORKSHOPS. (0410-95)**

City Manager's Recommendation: Adopt resolution.

### **2.7 RATIFICATION OF AGREEMENT WITH SOUTHWESTERN COLLEGE - INTERNSHIP PROGRAM. (0560-30)**

City Manager's Recommendation: Adopt Resolution No. 2007-6543 ratifying an agreement with Southwestern College for participation in their Internship Program for Fiscal Year 2007/10.

**(Continued Next Page)**

## **CONSENT CALENDAR (Continued)**

- 2.8 RESOLUTION NO. 2007-6536 – APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE IMPERIAL BEACH FIREFIGHTERS’ ASSOCIATION (IBFA) AND AMENDING THE FY 07/09 BUDGET. (0540-20)**

City Manager’s Recommendation: Adopt resolution.

- 2.9 RESOLUTION NO. 2007-6540 – APPROVING REVISIONS TO THE FY 2007/08 SALARY AND COMPENSATION PLAN BASED ON THE MEMORANDUM OF UNDERSTANDING WITH THE IMPERIAL BEACH FIREFIGHTERS’ ASSOCIATION. (0520-75)**

City Manager’s Recommendation: Adopt resolution.

- 2.10 INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT WITH EDCO DISPOSAL CORPORATION. (0270-40)**

City Manager’s Recommendation:

1. Receive report.
2. Consider the EDCO request to change the annual rate adjustment period to the July 1 - June 30 period.
3. Should City Council decide to change the annual rate adjustment period to the July 1 - June 30 period, ADOPT Resolution No. 2007-6544 and direct staff:
  - a. To negotiate an amendment to the current Integrated Waste Management Services Agreement that modifies the annual rate adjustment period to the July 1 - June 30 period.
  - b. Accept a request from EDCO Disposal Corporation for a proposed annual rate adjustment to be received by the City in person or via certified mail by March 1, 2008. Failure to submit a written request by March 1 shall result in the Company waiving the right to request such an increase for the subsequent year.
4. Should City Council decide to retain the current annual rate adjustment period of January 1 – December 31 twelve month period, DO NOT ADOPT Resolution No. 2007-6544 and direct staff to accept the EDCO Disposal Corporation e-mail statement that we most likely will not be seeking a rate adjustment to be effective January 2008.

## **ORDINANCES - INTRODUCTION/FIRST READING (3.1)**

- 3.1 ADOPT ORDINANCE NO. 2007-1057 ADDING CHAPTER 13.10 OF THE IMPERIAL BEACH MUNICIPAL CODE, RELATED TO STATE AND CITY VIDEO FRANCHISES. (0800-10)**

City Manager’s Recommendation:

1. Receive report;
2. Mayor call for the introduction of Ordinance No. 2007-1057, an Ordinance of the City Council of the City of Imperial Beach, California adding Chapter 13.10 of the Imperial Beach Municipal Code, related to State and City video franchises;
3. City Clerk read the title of Ordinance No. 2007-1057; and
4. Motion to dispense first reading of Ordinance No. 2007-1057 and set the matter for adoption at the next regularly scheduled City Council meeting and authorize the publication in a newspaper of general circulation.

**ORDINANCES – SECOND READING & ADOPTION (4)**

None.

**WRITTEN COMMUNICATIONS (5)**

None.

**PUBLIC HEARINGS (6)**

None.

**REPORTS (7.1 - 7.4)**

**7.1 RESOLUTION TO APPROVE THE SEWER SYSTEM MANAGEMENT PLAN – DEVELOPMENT PLAN AND SCHEDULE – AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD ORDER NO. 2006-0003 STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS. (0150-30 & 0830-95)**

City Manager's Recommendation:

1. Adopt Resolution No. 2007-6541, including Exhibit A, approving the SSMP Development Plan and Schedule as required by the State Water Resources Control Board Order No. 2006-0003 Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems;
2. Concur with the program outlined therein; and
3. Direct staff to implement the program as outlined therein.

**7.2 RESOLUTION AMENDING THE PUMP STATION NUMBER 3 UPGRADE (CIP# W05-104) IN THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET 2004/2005 THROUGH FISCAL YEAR 2008/2009. (0830-35)**

City Manager's Recommendation:

1. Receive report; and
2. Adopt Resolution No. 2007-6538, increasing W05-104 CIP project scope of work and budget to \$97,000 with fund account number 601-5060-536-2006/1001.

**7.3 TIJUANA RIVER FLOOD CONTROL PROJECT PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT. (0620-70)**

City Manager's Recommendation: Adopt Resolution No. 2007-6542, that provides comments, recommends the selection of the Multipurpose Project Management (MPM) Alternative to the IBWC, and makes the necessary findings in support of its recommendations.

**7.4 ADOPTION OF RESOLUTION NO. 2007-6539 – AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN INC. (MIG) FOR PLANNING CONSULTANT SERVICES. (0620-20 & 0720-55)**

City Manager's Recommendation: Adopt resolution.

**ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)**

**REPORTS OF MAYOR AND COUNCILMEMBERS**

**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, the agenda is also available to you on our website at [www.cityofib.com](http://www.cityofib.com).

**A COPY OF THE COUNCIL MEETING PACKET MAY BE VIEWED BY THE PUBLIC  
IN THE OFFICE OF THE CITY CLERK AT CITY HALL.**

Copies of this notice were provided on September 13, 2007 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

AFFIDAVIT OF POSTING)  
STATE OF CALIFORNIA)  
CITY OF IMPERIAL BEACH)

I, Jacqueline M. Hald, CMC, 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, and Public Financing Authority of Imperial Beach was provided and posted on September 13, 2007. Said meeting to be held at 5:00 p.m., September 19, 2007, 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 13, 2007 at 4:00 p.m.

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Jacqueline M. Hald, CMC  
City Clerk



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** SEPTEMBER 19, 2007  
**ORIGINATING DEPT.:** PUBLIC WORKS *HAL*  
**SUBJECT:** RECYCLE ALL-STAR AWARD PRESENTATION

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**BACKGROUND:**

The Recycle All-Star Program is designed to encourage residents to participate in weekly curbside collection of recyclables. Each month, a City inspector canvasses one randomly selected neighborhood on trash day in search of a Recycle All-Star – the residence with the greatest quantity of uncontaminated recyclables placed in its curbside-recycling bin. Winners receive a certificate from the City, a \$100 check from EDCO, and other premiums such as a travel mug, a frisbee, pens, pencils, note pads, and a 100% recycled-content tote bag. During inspection, information tags are placed on non-winning recycling bins to promote the Recycle All-Star Program, to remind residents of what materials are recyclable, and to point out contamination observed in the bins.

**DISCUSSION:**

On August 14, 2007, City inspectors canvassed the 1100-1200 block of 12th Street in search of a Recycle All-Star. The following residents were selected as the Recycle All-Star for the month of August, 2007: Joseph and Barbara Asano of 1206 12<sup>th</sup> Street, Imperial Beach, CA 91932.

The above residents have been notified of their award by telephone and letter and invited to accept the Recycle All-Star award at the September 19, 2007, City Council meeting.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

Not a project as defined by CEQA.

**FISCAL ANALYSIS:**

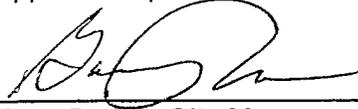
None

**DEPARTMENT RECOMMENDATION:**

Mayor, in company with an EDCO representative, will present the Recycle All-Star award certificate, \$100 check, and other premiums listed above to Joseph and Barbara Asano.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary Brown, City Manager

# City of Imperial Beach

and

## EDCO DISPOSAL CORPORATION

*Wish to present to*

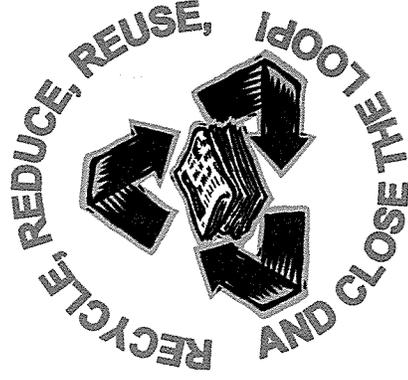
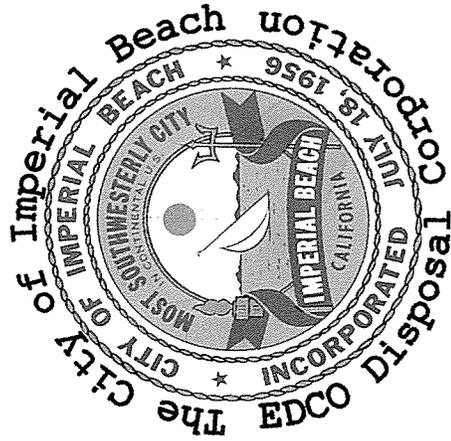
*Joseph and Barbara Asano the month of August, 2007*

### **RECYCLING ALL STAR AWARD**

*for your diligence, environmental concern,  
and love of the earth,*

**WE THANK YOU!**

\_\_\_\_\_  
*Jim Janney, Mayor*





**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** September 19, 2007

**ORIGINATING DEPT.:** *for: Charles Smith by: Louby Buanzon*  
Interim Finance Director

**SUBJECT:** RATIFICATION OF WARRANT REGISTER

**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
S.D. County Sheriff	64460	\$1,948,405.65	Feb-June 2007 Law Enforcement
SANPIPA	64504	\$ 174,574.00	Property/Liability Insurance Prem.
City of San Diego	64611	\$ 612,133.00	1 <sup>st</sup> Qtr Metro Sewer FY2007-08

**ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

**WARRANT #                      DATE                      AMOUNT**

**Accounts Payable:**

64452-64521	08/10/07	2,361,511.87
64522-64539	08/16/07	16,673.74
64540-64595	08/24/07	144,297.53
64596-64673	08/30/07	747,028.69
64674-64698	09/10/07	52,418.18
<b>SUB-TOTAL</b>		<b><u>\$3,321,930.01</u></b>

**Payroll Checks:**

38681-38744	P.P.E. 08/02/07	147,674.14
38745-38808	P.P.E. 08/16/07	155,183.49
38809-38867	P.P.E. 08/30/07	<u>139,264.34</u>
	<b>SUB-TOTAL</b>	<b><u>\$ 442,121.97</u></b>
	<b>TOTAL</b>	<b><u>\$3,764,051.98</u></b>

**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

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 CHECK NUMBER VENDOR NAME VENDOR #  
 CHECK DATE TRN DATE DESCRIPTION INVOICE PO # PER/YEAR TRN AMOUNT CHECK AMOUNT

ACCOUNT #	CHECK NUMBER	CHECK DATE	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
08/10/2007	64452	08/06/2007	AT&T / SBC DATA COMM	1854	ACC#841078	276-286861		12/2007	10,673.82	10,673.82
08/10/2007	64453	08/06/2007	AT&T/MCI	1270	619-628-1485-961 MAY 2007	T6508104		12/2007	44.36	44.36
08/10/2007	64454	07/23/2007	BDS ENGINEERING INC	372	PROFESSIONAL SRVS FOR AD6	92-13A	F08006	01/2008	145.00	145.00
08/10/2007	64455	07/18/2007	CALIFORNIA AMERICAN WATER	612	05-0109756-2 05/14-07/13	08-06-2007		12/2007	9,965.36	9,965.36
101-6020-452.27-02		07/19/2007			05-0110529-0 05/15-07/16	08-07-2007		12/2007	611.88	611.88
101-5010-431.27-02		07/19/2007			05-0111454-0 05/15-07/16	08-07-2007		12/2007	95.74	95.74
101-6020-452.27-02		07/19/2007			05-0111478-9 05/15-07/16	08-07-2007		12/2007	31.59	31.59
101-1910-419.27-02		07/19/2007			05-0111478-7 05/15-07/16	08-07-2007		12/2007	129.41	129.41
101-6020-452.27-02		07/19/2007			05-0111480-5 05/15-07/16	08-07-2007		12/2007	2,671.23	2,671.23
101-5010-431.27-02		07/23/2007			05-0114612-0 05/17-07/17	08-13-2007		12/2007	342.41	342.41
101-6020-452.27-02		07/23/2007			05-0114717-7 05/17-07/17	08-13-2007		12/2007	144.51	144.51
101-5010-431.27-02		07/23/2007			05-0115202-9 05/17-07/18	08-13-2007		12/2007	18.75	18.75
101-6020-452.27-02		07/23/2007			05-0115205-2 05/17-07/18	08-13-2007		12/2007	26.46	26.46
101-1910-419.27-02		07/23/2007			05-0115206-0 05/17-07/18	08-13-2007		12/2007	3,672.13	3,672.13
101-1910-419.27-02		07/23/2007			05-0115208-6 05/17-07/18	08-13-2007		12/2007	876.24	876.24
101-1910-419.27-02		07/23/2007			05-0115210-2 05/17-07/18	08-13-2007		12/2007	291.10	291.10
101-3020-422.27-02		07/23/2007			05-0115211-0 03/19-05/17	06-11-2007		12/2007	37.11	37.11
101-5010-431.27-02		07/23/2007			05-0115214-4 05/17-07/18	08-13-2007		12/2007	211.20	211.20
601-5060-436.27-02		07/23/2007			05-0115249-0 05/17-07/18	08-13-2007		12/2007	18.75	18.75
101-5010-431.27-02		07/23/2007			05-0115949-5 05/17-07/18	08-13-2007		12/2007	16.18	16.18
101-5010-431.27-02		07/23/2007			05-0115950-3 05/17-07/18	08-13-2007		12/2007	21.31	21.31
101-6020-452.27-02		07/24/2007			05-0116368-7 05/17-07/18	08-13-2007		12/2007	29.03	29.03
101-5030-433.27-02		07/19/2007			05-0117419-7 05/18-07/18	08-13-2007		12/2007	13.62	13.62
601-5060-436.27-02		07/19/2007			05-0155037-0 06/13-07/12	08-07-2007		12/2007	27.55	27.55
101-5050-436.27-02		07/19/2007			05-0155649-2 06/08-07/18	08-07-2007		12/2007	135.41	135.41
101-5020-432.27-02		07/23/2007			05-0392478-9 06/08-07/18	08-07-2007		12/2007	23.03	23.03
101-6020-452.27-02		07/23/2007			05-0424056-5 05/17-07/17	08-13-2007		12/2007	42.24	42.24
101-3030-423.27-02		07/17/2007			05-0477133-8 05/17-07/18	08-13-2007		12/2007	429.91	429.91
08/10/2007	64456	06/30/2007	CLEAN HARBORS	913	PER CAR HHW EVENT	CW0702541	070140	12/2007	1,200.00	1,200.00
08/10/2007	64457	07/17/2007	CULLIGAN WATER CO. OF SAN DIEGO	1112	RENTAL BW CO 08/01-31/07	15289703	080186	01/2008	18.95	18.95
08/10/2007	64458	08/09/2007	EDWARD FERKO	2	REIMBURSEMENT FOR JUNIOR	6647		12/2007	300.00	300.00
08/10/2007	64459	07/19/2007	EL TAPATIO INC	1407	8' X 30" SEATS 8-10	361	080193	01/2008	758.14	758.14
101-1010-411.28-04		07/24/2007			COUNCIL DINNER FOR 8/1/07	2173	F08008	01/2008	669.25	669.25
101-1010-411.28-04									88.89	88.89



CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
08/10/2007	64470	AT&T / SBC DATACOMM	07/30/2007	SMARTNET 8X5XNBD 2821	276-287164	080001	12/2007		1,622.65	1,622.65
08/10/2007	64471	AT&T/MCI	07/07/2007	1270					3,438.42	
503-1923-419.27-04			07/02/2007	337-257-1583-442	T6790873		01/2008		351.75	
101-1110-412.27-02			07/02/2007	619-423-0314-978	T6768279		01/2008		123.39	
101-5040-434.27-04			07/02/2007	619-423-1074-808	T6768280		01/2008		15.52	
101-5040-434.27-04			07/02/2007	619-423-1675-711	T6768282		01/2008		15.52	
601-5060-436.27-04			07/02/2007	619-423-2231-354	T6768284		01/2008		15.02	
101-3020-422.27-04			07/02/2007	619-423-8222-631	T6768290		01/2008		19.98	
101-3020-422.27-04			07/02/2007	619-423-8225-961	T6768291		01/2008		164.90	
101-1920-419.27-04			07/02/2007	619-423-8300-961	T6768292		01/2008		226.50	
101-5020-432.27-04			07/02/2007	619-423-8311-961	T6768293		01/2008		394.19	
101-3030-423.27-04			07/02/2007	619-423-8322-961	T6768294		01/2008		613.93	
101-1130-412.27-04			07/02/2007	619-423-8617-292	T6768295		01/2008		88.62	
503-1923-419.27-04			06/26/2007	619-424-3481-707	T6739127		01/2008		30.29	
101-6030-453.27-04			06/26/2007	619-424-7077-649	T6739132		01/2008		80.46	
101-3020-422.27-04			07/04/2007	619-424-7359-120	T6773337		01/2008		75.01	
101-1010-411.27-04			07/04/2007	619-628-1352-133	T6773447		01/2008		71.74	
101-1230-413.27-04			07/04/2007	619-628-1356-945	T6773448		01/2008		201.65	
101-3040-424.27-04			07/04/2007	619-628-1357-365	T6773449		01/2008		89.41	
101-3070-427.27-04			07/04/2007	619-628-1359-498	T6773450		01/2008		49.77	
101-1210-413.27-04			07/04/2007	619-628-1361-670	T6773451		01/2008		231.01	
503-1923-419.27-04			07/04/2007	619-628-1367-659	T6773452		01/2008		106.99	
101-6010-451.27-04			07/04/2007	619-628-1385-573	T6773453		01/2008		47.55	
101-0000-221.02-01			07/01/2007	619-628-1419-917	T6773454		01/2008		4.97	
101-3010-421.27-04			07/01/2007	619-628-1485-961	T6757820		01/2008		36.97	
101-1920-419.27-04			07/04/2007	619-628-2018-437	T6773455		01/2008		26.56	
601-5060-436.27-04			07/02/2007	C60-222-1236-444	T6771267		01/2008		218.14	
101-6010-451.27-04			07/08/2007	619-575-0336-809	T6797258		01/2008		80.48	
101-3020-422.27-04			07/08/2007	619-575-0361-562	T6797259		01/2008		58.10	
08/10/2007	64472	CLEAN HARBORS	07/30/2007	913					889.00	
101-5040-434.21-04			07/30/2007	PER CAR HHW EVENT	CW0719194	080172	01/2008		889.00	
08/10/2007	64473	COX COMMUNICATIONS	07/21/2007	1073					514.00	
503-1923-419.21-04			07/30/2007	001 3110 039780701 07/07	07-21-2007	080034	01/2008		265.00	
401-5020-432.20-06			07/30/2007	0013110091187001 JULY 07	07-30-2007	080034	01/2008		249.00	
08/10/2007	64474	DATA CAREERS PERSONNEL SERVICE	07/30/2007	1839					585.00	
503-1923-419.21-01			07/30/2007	SANDOVAL, CHRIS 07/29/07	8731	080183	01/2008		585.00	
08/10/2007	64475	DESIGNER BOTANICALS	07/26/2007	1792					8,405.63	
408-1260-413.20-06			08/07/2007	LANDSCAPE PROJECT #285	2082	080196	01/2008		3,177.19	
408-1260-413.20-06			08/07/2007	RDA LANDSCAPE PROJ1237-12	2082		02/2008		5,228.44	





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501-1921-419-28-16			08/02/2007	BRAKE HARDWARE KIT	D280076	080152	02/2008		28.36
501-1921-419-28-16			08/02/2007	U-JOINT REPAIR KIT	D280079	080152	02/2008		52.19
08/10/2007	64501	SAN DIEGO GAS & ELECTRIC							17,422.95
101-5010-431.27-01			08/07/2007	08831546949 06/28-07/31	08-23-2007		02/2008		29.21
101-3020-422.27-01			08/07/2007	10087869371 06/27-07/30	08-23-2007		02/2008		74.89
101-1910-419.27-01			08/07/2007	10087869371 07/27-07/30	08-23-2007		02/2008		117.78
101-5010-431.27-01			08/07/2007	10088604389 06/25-07/26	08-23-2007		02/2008		48.92
101-1910-419.27-01			08/07/2007	19807697764 04/27-05/11	08-23-2007		02/2008		270.43
101-3020-422.27-01			08/07/2007	19807697764 06/27-07/30	08-23-2007		02/2008		3,546.67
601-5060-436.27-01			08/07/2007	52635219238 06/25-07/26	08-23-2007		02/2008		7.85
101-6020-452.27-01			08/07/2007	56497714749 06/28-07/31	08-23-2007		02/2008		9.10
101-5010-431.27-01			08/07/2007	56497714749 06/25-07/26	08-23-2007		02/2008		6,849.55
101-5010-431.27-01			08/07/2007	85075178464 06/28-07/31	08-23-2007		02/2008		121.82
601-5060-436.27-01			08/07/2007	85075178464 06/28-07/31	08-23-2007		02/2008		87.30
101-6020-452.27-01			08/07/2007	85075178464 06/22-07/24	08-23-2007		02/2008		1,213.41
601-5060-436.27-01			08/07/2007	85417701270 06/25-07/26	08-23-2007		02/2008		3,920.29
101-5020-432.27-01			08/07/2007	91692992261 06/25-07/26	08-23-2007		02/2008		1,125.73
08/10/2007	64502	SAN DIEGO ASSOCIATION OF GOVER							9,307.50
101-1920-419.29-04			07/02/2007	FY 08 SANDAG MEMBER AGENC	AR156818	080169	01/2008		9,307.50
08/10/2007	64503	SAN DIEGO GAS & ELECTRIC							201.39
101-5010-431.27-01			08/01/2007	ALT SER/SPEC FACILITI-ELE	51234217		01/2008		201.39
08/10/2007	64504	SAN DIEGO SANDPIPA							174,574.00
502-1922-419.28-02			06/26/2007	PROPERTY INSURANCE	IBPT07	080171	01/2008		17,430.00
502-1922-419.28-02			06/26/2007	RENEWAL 07/01/07-07/01/08	IBLIP07	080176	01/2008		157,144.00
08/10/2007	64505	SDGE							5,056.79
101-6020-452.27-01			08/01/2007	0175 275 3776 07/28-07/31	08-16-2007		01/2008		137.99
101-5010-431.27-01			07/31/2007	0646 753 1938 06/27-07/30	08-15-2007		01/2008		9.10
101-5010-431.27-01			07/31/2007	1694 231 2432 06/27-07/30	08-15-2007		01/2008		31.06
101-5010-431.27-01			07/27/2007	1912 409 2723 06/25-07/26	08-11-2007		01/2008		9.10
101-6020-452.27-01			08/01/2007	2081 689 1273 06/28-07/31	08-16-2007		01/2008		216.90
101-6010-451.27-01			08/01/2007	2081 689 7619 06/28-07/31	08-16-2007		01/2008		465.67
101-6010-451.27-01			08/01/2007	2081 692 3399 06/28-07/31	08-16-2007		01/2008		7.85
101-5010-431.27-01			08/01/2007	2741 969 9359 06/30-07/31	08-16-2007		01/2008		132.34
215-6026-452.27-01			08/01/2007	2819 871 6315 06/30-07/31	08-16-2007		01/2008		1,847.46
101-5010-431.27-01			07/31/2007	3062 843 3719 06/27-07/30	08-15-2007		01/2008		11.97
101-6010-451.27-01			08/01/2007	3206 700 9265 06/28-07/31	08-16-2007		01/2008		35.69
101-5010-431.27-01			08/01/2007	3448 930 9646 06/27-07/30	08-16-2007		01/2008		9.28
101-5010-431.27-01			07/31/2007	5280 340 6641 06/25-07/26	08-15-2007		01/2008		131.10
101-6020-452.27-01			07/27/2007	5456 692 8951 06/28-07/31	08-11-2007		01/2008		11.78
101-5010-431.27-01			08/01/2007	5576 188 0541 06/25-07/26	08-16-2007		01/2008		9.10
101-6020-452.27-01			07/27/2007	6921 003 2109 06/28-07/31	08-11-2007		01/2008		382.64
101-5010-431.27-01			08/01/2007	7706 795 7872 06/28-07/31	08-16-2007		01/2008		11.43
601-5060-436.27-01			07/31/2007	8773 823 6424 06/27-07/30	08-15-2007		01/2008		1,120.73
101-6020-452.27-01			08/01/2007	9327 898 1346 06/28-07/31	08-16-2007		01/2008		260.04
101-6010-451.27-01			08/01/2007	9956 693 6272 06/28-07/31	08-16-2007		01/2008		140.69

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08/10/2007	64506	SET FREE BAPTIST FELLOWSHIP	1860	SAND CASTLE EVENT	1013	080023	01/2008		3,000.00	3,000.00
101-5040	434.29-04	07/30/2007							3,000.00	
08/10/2007	64507	SKS INC.	412	971 GAL DIESEL	1209637-IN		01/2008		27,330.69	27,330.69
501-1921	419.28-15	07/05/2007		200 DIESEL 100 REGULAR	1209638-IN		01/2008		2,574.99	2,574.99
501-1921	419.28-15	07/05/2007		881 REGULAR 205 DIESEL	1209820-IN		01/2008		3,502.05	3,502.05
501-1921	419.28-15	07/10/2007		300 DIESEL 759 REGULAR	1209885-IN		01/2008		3,255.08	3,255.08
501-1921	419.28-15	07/12/2007		CHV RYKON HYD OIL AW32 5G	N626402-IN		01/2008		3,093.73	3,093.73
501-1921	419.28-15	07/16/2007		200 G DIESEL 1105 G UNLEA	1210186-IN		01/2008		41.70	41.70
501-1921	419.28-15	07/19/2007		CHV DELO 400 15W40 LE BUL	N627410-IN		01/2008		4,034.92	4,034.92
501-1921	419.28-15	07/24/2007		487 DIESEL 1191 REGULAR	1210303-IN		01/2008		1,018.11	1,018.11
501-1921	419.28-15	07/26/2007		1005 GALLONS OF UNLEADED	1210375-IN	080151	01/2008		4,721.38	4,721.38
501-1921	419.28-15	07/30/2007		798 GALLONS UNLEADED	1210553-IN	080151	02/2008		2,897.74	2,897.74
501-1921	419.28-15	08/02/2007							2,190.99	2,190.99
08/10/2007	64508	SMART STAFF	427	ESTRADA, STACEY 07/08/07	958	080162	01/2008		691.15	691.15
101-1020	411.21-01	07/13/2007		ESTRADA, STACEY 07/15/07	993	080162	01/2008		173.71	173.71
101-1020	411.21-01	07/18/2007		ESTRADA, STACEY 07/22/07	1071	080162	01/2008		221.76	221.76
101-1020	411.21-01	07/26/2007		ESTRADA, STACEY 07/29/07	1101	080162	02/2008		110.88	110.88
101-1020	411.21-01	08/02/2007							184.80	184.80
08/10/2007	64509	SOUTH COUNTY ECONOMIC	484	07/08 DUES- BROWN, GARY	07-06-2007	080199	01/2008		2,000.00	2,000.00
405-1260	413.28-12	07/06/2007							2,000.00	
08/10/2007	64510	SOUTH WEST SIGNAL	488	MAINTENANCE FOR JULY '07	46720		01/2008		542.37	542.37
101-5010	431.21-04	07/31/2007		SE CNR PEP NOT WORKING	46784		01/2008		150.00	150.00
101-5010	431.29-04	07/31/2007		INCREASED MIN GREEN TO 8	46785		01/2008		75.00	75.00
101-5010	431.29-04	07/31/2007		REPLACED 1 EA APPB CAP	46786		01/2008		162.30	162.30
101-5010	431.29-04	07/31/2007		INCREASED SENS ON 01 DETC	46787		01/2008		117.57	117.57
101-5010	431.29-04	07/31/2007							37.50	37.50
08/10/2007	64511	SPRINT	497	0626824596-7 06/26-07/25	07-26-2007		01/2008		1,138.50	1,138.50
101-1020	411.27-05	07/26/2007		0626824596-7 06/26-07/25	07-26-2007		01/2008		74.65	74.65
101-1230	413.27-05	07/26/2007		0626824596-7 06/26-07/25	07-26-2007		01/2008		80.85	80.85
101-3020	422.27-05	07/26/2007		0626824596-7 06/26-07/25	07-26-2007		01/2008		78.38	78.38
101-3020	422.27-05	07/26/2007		0626824596-7 06/26-07/25	07-26-2007		01/2008		74.65	74.65
503-1923	419.30-02	07/26/2007		0626824596-7 06/26-07/25	07-26-2007		01/2008		755.31	755.31
101-5020	432.27-05	07/26/2007		0626824596-7 06/26-07/25	07-26-2007		01/2008		74.66	74.66
08/10/2007	64512	SUNGARD HTE INC	1370	GTG-LOOKING GLASS VIEWR	873061		01/2008		64,598.50	64,598.50
503-1923	419.20-25	05/30/2007		NAVI-ASSET MANAGEMENT	873530		01/2008		5,010.50	5,010.50
503-1923	419.20-25	06/14/2007							59,588.00	59,588.00
08/10/2007	64513	UNDERGROUND SERVICE ALERT	731	OF		080189	01/2008		35.20	35.20
601-5060	436.21-04	07/01/2007		22- NEW TICKETS AT \$1.60	620070307				35.20	35.20
08/10/2007	64514	WESTERN MICROGRAPHICS & IMAGIN	1384	REPLACE PICK UP CLUTCH	16216	080191	01/2008		321.43	321.43
101-1230	413.28-01	07/20/2007							321.43	321.43



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08/16/2007	64530	MCDUGAL LOVE ECKIS &							1,894.27
405-1260-413.20-01		07/31/2007		LEGAL SERVICES JULY 2007	07-31-2007		01/2008		115.60
101-1220-413.20-01		07/31/2007		LEGAL SERVICES JULY 2007	07-31-2007		01/2008		803.27
101-1220-413.21-04		07/31/2007		LEGAL SERVICES JULY 2007	07-31-2007		01/2008		888.70
101-1220-413.20-01		07/31/2007		LEGAL SERVICES JULY 2007	07-31-2007		01/2008		86.70
08/16/2007	64531	MELANIE MARTINEZ GOODMAN							69.00
101-3030-423.28-04		08/02/2007		EMT RE-CERT 2	08-02-2007		01/2008		69.00
08/16/2007	64532	MORILE MINI							200.18
101-1210-413.30-02		06/26/2007		PERIOD 06/30-07/27/07	904046198	080133	01/2008		100.09
101-1210-413.30-02		07/24/2007		PERIOD 07/28-08/24/07	904053143	080133	01/2008		100.09
08/16/2007	64533	PERLITA SHOUSE							246.46
101-1210-413.30-01		07/11/2007		SIGNATURE STAMP 1296	07-11-2007		01/2008		22.63
101-1210-413.29-02		07/10/2007		CAKE FOR TANIA & JEANETTE	07-10-2007		01/2008		26.87
101-1020-411.28-06		07/19/2007		MILEAGE REIMBURSEMENT	07-19-2007		01/2008		16.91
101-1210-413.28-04		08/15/2007		CMRTA QUARTERLY MEETING	09-25-2006		12/2007		20.00
101-1210-413.28-04		09/26/2006		CALL BELL FOR FINANCE	09-26-2006		12/2007		5.05
101-1210-413.28-04		12/14/2006		PARKING TAX SEMINAR	12-14-2006		12/2007		7.00
101-1210-413.28-04		01/24/2007		MILEAGE REIMBURSEMENT	01-24-2007		12/2007		11.36
101-1210-413.28-09		01/24/2007		POSTAGE	01-24-2007		12/2007		4.48
101-1020-411.28-06		03/23/2007		MILEAGE REIMBURSEMENT	03-23-2007		12/2007		26.26
101-3020-422.30-01		04/12/2007		PRINTER INK	04-12-2007		12/2007		32.31
101-3020-422.30-01		04/12/2007		FILING BOXES	04-12-2007		12/2007		9.69
101-3020-422.28-09		04/12/2007		POSTAGE	04-12-2007		12/2007		4.88
101-1210-413.28-04		05/14/2007		PARKING AT SANDAG 5/09/07	05-14-2007		12/2007		24.00
101-1210-413.28-04		05/21/2007		POSTAGE	05-21-2007		12/2007		6.00
101-1210-413.28-09		06/15/2007		POSTAGE	06-15-2007		12/2007		34
101-1210-413.28-06		06/21/2007		MILEAGE REIMBURSEMENT	06-21-2007		12/2007		10.68
101-1210-413.28-04		06/21/2007		PARKING FEES	06-21-2007		12/2007		22.00
08/16/2007	64534	POSTINI CORPORATION							1,257.83
503-1923-419.28-13		07/31/2007		PERIMETER MANAGER FOR WEB 1646	333990		01/2008		1,257.83
08/16/2007	64535	RSM2 CONTRACTORS, INC							5,889.00
101-6040-454.28-01		06/30/2007		DEMO EXISTING FENCE 1724	RSM2-01	071141	12/2007		5,889.00
08/16/2007	64536	SAN DIEGO GAS & ELECTRIC							201.39
101-5010-431.27-01		06/01/2007		ACC# 400000082 288	51228200		12/2007		201.39
08/16/2007	64537	AT&T LONG DISTANCE							18.59
503-1923-419.27-04		08/13/2007		ACC# 339964 1379	811168384		12/2007		18.59
08/16/2007	64538	SCAN MATOIA INC							75.00
101-1920-419.28-12		06/28/2007		DUES 07/01/07-06/30/08 1864	06.75.812	080221	01/2008		75.00
08/16/2007	64539	UNION TRIBUNE							988.77
101-1130-412.28-07		07/31/2007		MAINTENANCE WORKER II 738	C070701872	080217	01/2008		374.97

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08/24/2007	64540	A FINE TOUCH	1867	FACADE IMPROVEMENT	06-20-2007	080253	01/2008	3,500.00	3,500.00
408-1260-413.20-06								3,500.00	
08/24/2007	64541	A/G PAINTING INC	1858	1228 PALM AVE., IMPERIAL	2007043		02/2008	5,285.00	5,285.00
408-1260-413.20-06								5,285.00	
08/24/2007	64542	ACCOUNTEMPS	70	CHIBWETH, M'BAYA 08/03/07	19277659	080016	02/2008	3,861.68	3,861.68
101-1210-413.21-01								870.08	
101-1210-413.21-01				OCAMPO, MARIA 08/03/07	19296291	080016	02/2008	714.00	714.00
101-1210-413.21-01				OCAMPO, MARIA 08/10/2007	19349947		02/2008	1,190.00	1,190.00
101-1210-413.21-01				CHIBWETH, M'BAYA 08/10/07	19349954		02/2008	1,087.60	1,087.60
08/24/2007	64543	AIRGAS WEST	129	EYESLN 32OZ REFILL BOTTLE	103515845	080039	02/2008	135.28	135.28
601-5060-436.30-02				TYLENO EXTRA STRENGTH	103515846	080039	02/2008	59.26	59.26
601-5060-436.30-02								76.02	
08/24/2007	64544	ALL TEAM STAFFING, INC	1801	ARMENDARIZ, JOSE 08/03/07	900762	080097	02/2008	3,183.50	3,183.50
101-6020-452.21-01				MARTINEZ, HECTOR 08/10/07	900790		02/2008	796.50	796.50
101-5010-431.21-01				ARMENDARIZ, JOSE 08/10/07	900789		02/2008	1,089.00	1,089.00
101-6020-452.21-01								1,298.00	
08/24/2007	64545	AT&T	291	AT&T LONG DIST. JULY 2007	08-01-2007		01/2008	158.43	158.43
101-1920-419.27-04				AT&T LONG DIST. JULY 2007	08-01-2007		01/2008	8.21	8.21
101-1110-412.27-04				AT&T LONG DIST. JULY 2007	08-01-2007		01/2008	44.03	44.03
101-3070-427.27-04				AT&T LONG DIST. JULY 2007	08-01-2007		01/2008	8.15	8.15
101-1210-413.27-04				AT&T LONG DIST. JULY 2007	08-01-2007		01/2008	31.12	31.12
101-5020-432.27-04				AT&T LONG DIST. JULY 2007	08-01-2007		01/2008	49.92	49.92
101-1020-411.27-04				AT&T LONG DIST. JULY 2007	08-01-2007		01/2008	11.57	11.57
101-6030-453.27-04				AT&T LONG DIST. JULY 2007	08-01-2007		01/2008	5.43	5.43
08/24/2007	64546	AT&T MOBILITY	1866	828273116 07/05-08/04	X08122007		01/2008	673.58	673.58
101-1010-411.27-05				828273116 07/05-08/04	X08122007		01/2008	94.90	94.90
101-5020-432.27-05				828273116 07/05-08/04	X08122007		01/2008	394.32	394.32
601-5060-436.27-05				828273116 07/05-08/04	X08122007		01/2008	42.46	42.46
101-3020-422.27-05								141.90	
08/24/2007	64547	CALIF ELECTRIC SUPPLY	609	FIXT 9923 OB, FRT INBOUND	1069-547884	080216	02/2008	415.85	415.85
408-1260-413.20-06								415.85	
08/24/2007	64548	CDW GOVERNMENT INC	725	DVD-R/CD-RW DRIVE	FOX4102	F08002	01/2008	7,431.23	7,431.23
503-1923-419.30-02				HP SB DL360 G5, 36GB PLUG	GLG5408		02/2008	12.99	12.99
503-1923-419.50-04								7,418.24	
08/24/2007	64549	COPY POST PRINTING	1371	PETER LAU 500 BUS. CARDS	15410	080214	02/2008	224.58	224.58
101-5020-432.28-11				JUDITH KEIR 500 BUS. CARD	15430	080214	02/2008	74.86	74.86
101-5020-432.28-11				BUS CARDS FOR GLENN JANES	14765	F08011	02/2008	74.86	74.86
101-3020-422.28-11								74.86	
08/24/2007	64550	CORPORATE EXPRESS OFFICE	1038	EARTH SARVER RCY PAPER	80630274	080204	02/2008	880.10	880.10
101-1920-419.30-01								786.58	

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101-1210-413.30-01		08/13/2007		OFFICE SUPPLIES	80848647		02/2008		93.52	
08/24/2007	64551	COUNTY OF SAN DIEGO RCS	1065						8,308.00	
101-1230-413.21-25		06/01/2007		MAY 2007 SHERIFF MOBILE	07CTOFIBN11	070404	12/2007		79.50	
101-3010-421.21-25		06/01/2007		MAY 2007 SHERIFF MOBILE	07CTOFIBN11	070404	12/2007		2,405.00	
101-3020-422.21-25		06/01/2007		MAY 2007 SHERIFF MOBILE	07CTOFIBN11	070404	12/2007		318.00	
101-3030-423.21-25		06/01/2007		MAY 2007 SHERIFF MOBILE	07CTOFIBN11	070404	12/2007		636.00	
101-5020-432.21-25		06/01/2007		MAY 2007 SHERIFF MOBILE	07CTOFIBN11	070404	12/2007		715.50	
101-3010-421.21-25		06/01/2007		SHERIFF MOBILE DATA	07CTOFIBN12	080198	01/2008		2,325.50	
101-3020-422.21-25		06/01/2007		SHERIFF MOBILE DATA	07CTOFIBN12	080198	01/2008		53.00	
101-5020-432.21-25		06/01/2007		SHERIFF MOBILE DATA	07CTOFIBN12	080198	01/2008		1,775.50	
08/24/2007	64552	COUNTY RECORDER	1818						100.00	
101-0000-221.01-02		08/21/2007		162-168 ELM AVE., IMPERIAL	08-21-2007		02/2008		50.00	
101-0000-221.01-02		08/22/2007		1331 HOLLY AVE., IMPERIAL	08-22-2007		02/2008		50.00	
08/24/2007	64553	DATA CAREERS PERSONNEL SERVICE	1839						1,012.50	
503-1923-419.21-01		08/06/2007		SANDOVAL, CHRIS 08/05/07	8734	080183	02/2008		450.00	
503-1923-419.21-01		08/13/2007		SANDOVAL, C. 08/12/07	8736		02/2008		562.50	
08/24/2007	64554	DATAQUICK	1134						44.46	
101-3070-427.21-04		08/03/2007		TECH SERVICES	B1-1063781	080246	02/2008		44.46	
08/24/2007	64555	DEPARTMENT OF JUSTICE	1154						96.00	
101-1130-412.21-04		08/08/2007		FINGERPRINT APPS JULY '07	637121	080019	02/2008		96.00	
08/24/2007	64556	DESIGNER BOTANICALS	1792						2,481.48	
408-1260-413.20-06		08/21/2007		FACADE IMPROVEMENT FINAL	2084		02/2008		2,481.48	
08/24/2007	64557	FLO-GROVE LLC	4						8,000.00	
101-0000-221.01-05		07/31/2007		FULL REFUND FOR TEMPORARY	08-14-2007		01/2008		2,500.00	
101-0000-221.01-05		08/14/2007		TEP 07-26 BOND REFUND	08-14-2007		02/2008		1,800.00	
101-0000-221.01-05		08/06/2007		TEP 07-24 BOND REFUND	08-14-2007		02/2008		3,700.00	
08/24/2007	64558	FOCUS ON INTERVENTION	1490						320.00	
502-1922-419.30-02		08/08/2007		ERGONOMIC WORKSTATION	45258		02/2008		320.00	
08/24/2007	64559	HDL COREN & CONE	88						8,124.93	
101-1920-419.20-06		08/07/2007		JULY-SEPTEMBER '07	0012382-IN		02/2008		2,025.00	
101-1920-419.20-06		08/15/2007		AUDIT SVCS. PROPERTY TAX	0012585-IN		02/2008		6,099.93	
08/24/2007	64560	HORIZON HEALTH EAP	90						353.58	
101-1130-412.20-06		08/09/2007		EMPLOYEE PROGRAM AUG. '07	025876	080017	02/2008		353.58	
08/24/2007	64561	IMPERIAL BEACH TROPHIES	319						75.43	
101-1920-419.29-02		07/05/2007		ACRYLIC AWARDS	1651	F08003	01/2008		75.43	
08/24/2007	64562	KAMAN INDUS TECHNOLOGIES	583						54.91	
501-1921-419.28-16		08/06/2007		PRESSURE WASHER HOSES	Y893586	080082	02/2008		54.91	
08/24/2007	64563	MICHAL PIASECKI CONSULTING	1795						180.00	
101-3030-423.20-06		08/01/2007		4 MAPS FOR HIDALGO, R	16	080178	02/2008		180.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
08/24/2007	64564	NASLAND ENGINEERING	1656	PERIOD ENDING 07/31/07	84410	080293	01/2008		9,534.13	9,534.13
408-1920-519.20-06		07/31/2007							9,534.13	
08/24/2007	64565	NATIONAL SIGNAL INC	1806	PCMS, STREET MACHINE	0002758-IN	070862	12/2007		21,009.47	21,009.47
101-3010-421.50-04		04/25/2007							21,009.47	
08/24/2007	64566	OFFICETEAM	1266	CAJUDO, KRISTINA 08/03/07	19276721		02/2008		234.60	234.60
101-1110-412.21-01		08/06/2007							234.60	
08/24/2007	64567	PARTNERSHIP WITH INDUSTRY	1302	PERIOD ENDING 07/31/07	SBG01129	080185	02/2008		953.78	953.78
101-6040-454.21-04		08/02/2007							953.78	
08/24/2007	64568	PEARSON FORD	1283	HANDLE	814290	080134	02/2008		31.09	31.09
501-1921-419.28-16		08/10/2007							31.09	
08/24/2007	64569	PERLITA SHOUSE	1545	EDUCATIONAL SERVICES	08-16-2007	070406	12/2007		361.64	361.64
101-1920-419.29-01		08/16/2007							361.64	
08/24/2007	64570	PITNEY BOWES (PURCHASE POWER)	1369	FINANCE CHARGES	07-06-2007	F08005	01/2008		251.67	251.67
101-1920-419.28-09		07/06/2007							229.98	229.98
101-1220-413.28-09		08/06/2007		POSTAGE MACHINE	08-06-2007	F08015	02/2008		21.69	21.69
08/24/2007	64571	PRECISION AUTOBODY / COLLISION	1761	REPAIRS ON TIDELANDS PORT	3501	080194	02/2008		794.64	794.64
502-1922-419.28-17		07/12/2007							794.64	
08/24/2007	64572	PREFERRED BENEFIT INS ADMIN IN	37	PPE 7/19/07	20070726		01/2008		1,949.72	1,949.72
101-0000-209.01-12		07/26/2007							973.90	973.90
101-0000-209.01-12		08/09/2007		PPE 8/2/07	20070809		02/2008		942.26	942.26
101-0000-209.01-12		08/01/2007		AUGUST 2007 DENTAL	CP4329		02/2008		.32	.32
101-0000-209.01-12		08/01/2007		AUGUST 2007 DENTAL	CP4329		02/2008		33.24	33.24
08/24/2007	64573	PROTECTION SERVICE IND	69	MONITORING 09/01-30/07	2500475		02/2008		264.18	264.18
601-5060-436.20-23		08/22/2007							264.18	264.18
08/24/2007	64574	PRUDENTIAL OVERALL SUPPLY	72	UNIFORMS	7001134	080180	02/2008		173.81	173.81
101-5020-432.25-03		08/15/2007							173.81	173.81
08/24/2007	64575	RANCHO AUTO & TRUCK PARTS	1685	STANDARD U-JOINT RETURNED	C10157	080152	02/2008		416.24	416.24
501-1921-419.28-16		08/09/2007							24.95-	24.95-
501-1921-419.28-16		08/09/2007		BRAKE SHOE, HARDWARE KIT	D281066	080152	02/2008		89.00	89.00
501-1921-419.28-16		08/09/2007		S/P-DBL PLAT, OIL FILTER	D281073	080152	02/2008		55.97	55.97
501-1921-419.28-16		08/13/2007		BRAKE PAD SEMI-MET	D281558		02/2008		38.04	38.04
501-1921-419.28-16		08/13/2007		BRAKE DRUM	D281563		02/2008		102.25	102.25
501-1921-419.28-16		08/14/2007		BRAKE HARDWARE	D281695		02/2008		24.07	24.07
501-1921-419.28-16		08/16/2007		THERMOPADS	D282036		02/2008		58.12	58.12
501-1921-419.28-16		08/16/2007		5W-30 OIL, OIL FILTER	D282054		02/2008		72.63	72.63
501-1921-419.28-16		08/16/2007		WASHER SOLVENT	D282064		02/2008		1.11	1.11
08/24/2007	64576	REGENTS UNIVERSITY OF CA RIVER	1559	UCR ACCOMADATIONS FEE	08-10-2007		02/2008		60.00	60.00
101-1020-411.28-04		08/10/2007							60.00	60.00

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ACCOUNT #	TRN DATE								TRN AMOUNT
08/24/2007	64577	REGIONAL TRAINING CENTER	130						700.00
101-1110-412.28-12	08/08/2007	BROWN, G-CCMA JUL07-JUN08	8734			080250	02/2008		700.00
08/24/2007	64578	RELIABLE TIRES COMPANY	136						66.50
101-5040-434.21-04	08/10/2007	PICK-UP USED TIRES	66751			F08012	02/2008		66.50
08/24/2007	64579	ROBERT STABENOW	199						45.00
101-3030-423.28-12	07/31/2007	REIMBURSTMENT LIFEGUARD	69				01/2008		45.00
08/24/2007	64580	SAN DIEGO COUNTY SHERIFF	882						14,322.00
101-3010-421.21-24	04/20/2007	BOOKING FEE JAN-MAR 2007	04-20-2007			070539	12/2007		14,322.00
08/24/2007	64581	SANDPIPA	321						12,731.00
502-1922-419.20-07	08/10/2007	8/01/07-07/31/08 WORKER'S	IBWC07				02/2008		12,731.00
08/24/2007	64582	SATICO PRODUCTIONS	1798						1,221.47
101-0000-221.01-03	08/22/2007	05/14-26/07 REFUND ON DEP	05-29-2007				12/2007		1,221.47
08/24/2007	64583	SKS INC.	412						9,145.29
501-1921-419.28-15	08/08/2007	1183 GALLONS OF UNLEADED	1210699-IN			080151	02/2008		3,499.54
501-1921-419.28-15	08/08/2007	CHV ATF DEXRON/MERCON OIL	N628434-IN			080151	02/2008		151.63
501-1921-419.28-15	08/13/2007	1,000 GALLONS OF UNLEADED	1210809-IN				02/2008		2,689.41
501-1921-419.28-15	08/16/2007	812 UNLEADED 227 DIESEL	1210927-IN				02/2008		2,804.71
08/24/2007	64584	SPRINT	497						253.48
101-3030-423.27-05	08/15/2007	0583214352-6	07/15-08/14				01/2008		253.48
08/24/2007	64585	STARK MFG. CO.	510						4,442.00
401-5020-432.20-06	08/08/2007	REPLACE AWNING & FRAME	31522			080200	02/2008		2,500.00
408-1260-413.20-06	08/08/2007	DEPOSIT GREG NELSON AGENC	31523			080218	02/2008		1,942.00
08/24/2007	64586	THYSSENKRUPP ELEVATOR	663						875.00
101-1910-419.28-01	08/20/2007	CONTRACTED REPAIR	1037019525				02/2008		875.00
08/24/2007	64587	VISION PLAN OF AMERICA	785						222.57
101-0000-209.01-18	07/26/2007	PPE 7/19/07	20070726				01/2008		115.75
101-0000-209.01-18	08/09/2007	PPE 8/2/07	20070809				02/2008		106.33
101-0000-209.01-14	08/22/2007	SEPTEMBER 2007 VISIONPLAN	08-01-2007				02/2008		9.51-
101-1920-419.29-04	08/22/2007	SEPTEMBER 2007 VISIONPLAN	08-01-2007				02/2008		10.00
08/24/2007	64588	XEROX CORPORATION	861						1,075.01
101-1920-419.20-17	08/08/2007	PERIOD 06/04-08/07/07	025683650			080219	02/2008		889.26
101-5020-432.25-01	08/01/2007	BASE CHARGE FOR JULY	026704544			080222	02/2008		185.75
08/24/2007	64589	AFLAC	120						322.25
101-0000-209.01-13	08/23/2007	PPE 8/16/07	20070823				02/2008		322.25
08/24/2007	64590	COLONIAL LIFE & ACCIDENT	941						128.43
101-0000-209.01-13	08/23/2007	PPE 8/16/07	20070823				02/2008		128.43

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ACCOUNT #	TRN DATE								TRN AMOUNT
08/24/2007	64591	CREATIVE BENEFITS INC FSA	1108						264.28
101-0000-209.01-11	08/23/2007	PPE 8/16/07			20070823		02/2008		264.28
08/24/2007	64592	I B FIREFIGHTERS ASSOCIATION	214						202.00
101-0000-209.01-08	08/23/2007	PPE 8/16/07			20070823		02/2008		202.00
08/24/2007	64593	ICMA RETIREMENT TRUST 457	242						5,809.45
101-0000-209.01-10	08/23/2007	PPE 8/16/07			20070823		02/2008		5,809.45
08/24/2007	64594	SEIU LOCAL 221	1821						1,447.38
101-0000-209.01-08	08/23/2007	PPE 8/16/07			20070823		02/2008		1,447.38
08/24/2007	64595	UNITED WAY OF SAN DIEGO COUNTY	1483						88.93
101-0000-209.01-09	08/23/2007	PPE 8/16/07			20070823		02/2008		88.93
08/30/2007	64596	ACCOUNTEMPS	79						1,822.08
101-1210-413.21-01	08/20/2007	CHIBWETH, M'BAYA 08/17/07			19386989	080016	02/2008		870.08
101-1210-413.21-01	08/20/2007	OCAMPO, MARIA 08/17/07			19387602	080016	02/2008		952.00
08/30/2007	64597	ADT SECURITY SERVICES, INC.	103						56.07
101-6010-451.21-04	08/11/2007	PERIOD 09/01-30/07			55371704	080021	02/2008		66.07
08/30/2007	64598	ALL TEAM STAFFING, INC	1801						1,953.00
101-5010-431.21-01	08/20/2007	MARTINEZ, HECTOR 08/16/07			900809	080033	02/2008		891.00
101-6020-452.21-01	08/20/2007	ARMENDARIZ, JOSE 08/17/07			900808	080097	02/2008		1,062.00
08/30/2007	64599	ARROWHEAD MOUNTAIN SPRING WATE	1340						153.75
101-1010-411.30-02	08/22/2007	PERIOD 07/21-08/20/07			07H0025324922	080018	02/2008		85.86
101-5020-432.30-02	08/22/2007	PERIOD 07/21-08/20			07H0026726646	080213	02/2008		67.89
08/30/2007	64600	AT&T	291						194.44
101-3020-422.27-04	08/13/2007	030 290 1325 001			09-08-2007		02/2008		92.09
101-3030-423.27-04	08/13/2007	030 290 2293 001			09-08-2007		02/2008		80.27
101-6010-451.27-04	08/13/2007	030 485 6799 001			09-08-2007		02/2008		22.08
08/30/2007	64601	AT&T/MCI	1270						1,713.26
101-1110-412.27-02	08/02/2007	619-423-0314-978			T6893685		01/2008		119.90
101-5040-434.27-04	08/02/2007	619-423-1074-808			T6893686		01/2008		16.19
101-5040-434.27-04	08/02/2007	619-423-1675-711			T6893688		01/2008		16.19
101-5060-436.27-04	08/02/2007	601-5060-436.27-04			T6893690		01/2008		15.66
101-3020-422.27-04	08/02/2007	619-423-8222-631			T6893696		01/2008		19.91
101-1820-419.27-04	08/02/2007	619-423-8300-961			T6893698		01/2008		196.64
101-5020-432.27-04	08/02/2007	619-423-8311-961			T6893699		01/2008		393.99
101-3030-423.27-04	08/02/2007	619-423-8322-961			T6893700		01/2008		314.45
101-1130-412.27-04	08/02/2007	619-423-8617-292			T6893701		01/2008		80.54
503-1923-419.27-04	07/26/2007	619-424-3481-707			T6864446		01/2008		30.21
101-6030-453.27-04	07/26/2007	619-424-7077-649			T6864451		01/2008		79.99
101-1230-413.27-04	08/04/2007	619-628-1356-945			T6899870		01/2008		192.90
101-5060-436.27-04	08/02/2007	C60-222-1236-444			T6899680		01/2008		236.69



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08/30/2007	64614	DATA CAREERS PERSONNEL SERVICE	1839	SANDOVAL, C. 08/19/2007	8739	080183	02/2008		562.50	562.50
503-1923-419.21-01										
08/30/2007	64615	DATAQUICK	1134	PERIOD 06/01-30/07	B1-1037421	080246	01/2008		97.22	97.22
101-3020-422.21-04				PERIOD 07/01-31/07 P.S.	B1-1063781	080246	02/2008		49.23	49.23
101-3020-422.21-04				PERIOD 07/01-31/07 P.W.	B1-1063781	080246	02/2008		31.33	31.33
101-5020-432.21-04									16.66	16.66
08/30/2007	64616	DG LANDSCAPE	1167	MAINTENANCE FOR JULY 2007	729	080258	02/2008		1,875.00	1,875.00
101-5010-431.21-04										
08/30/2007	64617	GCR TIRE CENTERS	1702	DESTINATION LE TUOWL	5238	080153	01/2008		1,584.55	1,584.55
501-1921-419.28-16				ACC# 7001000 M844F TU ST	5234	080153	01/2008		936.06	936.06
501-1921-419.28-16				FIRERAWK INDY 500 TURWLPDS	7859	080153	02/2008		138.46	138.46
08/30/2007	64618	GENE'S AUTOMOTIVE	1014	SMOG CHECK LICENSE#013352	70245	080076	02/2008		80.00	80.00
501-1921-419.28-01				SMOG CHECK LC#376663	70248	080076	02/2008		40.00	40.00
501-1921-419.28-01									40.00	40.00
08/30/2007	64619	GRAINGER	1051	LUBRICANT, WD 40, BATTERY	9420938434	080078	01/2008		87.70	87.70
101-5010-431.21-23										
08/30/2007	64620	HANSON AGGREGATES INC.	48	EMULSION SS1-H	530963	080080	02/2008		1,125.35	1,125.35
101-5010-431.30-02				SCREENED MANUFACT	532780	080080	02/2008		25.86	25.86
101-5010-431.30-02				PUMP, STANDING TIME	451135	080080	02/2008		117.23	117.23
101-5010-431.30-02									982.26	982.26
08/30/2007	64647	IMPAC GOVERNMENT SERVICES	287	COMPUTER LOAN FOR PHIL	W29307693		01/2008		26,985.31	26,985.31
101-0000-209.01-03				JR GUARD EQUIPMENT	031069		01/2008		1,923.95	1,923.95
101-0000-221.02-01				WATER PARK TICKETS	039676		01/2008		32.30	32.30
101-0000-221.02-01				JR LIFE GUARD EQUIPMENT	093037		01/2008		800.00	800.00
101-0000-221.02-01				JG CAMERA MEMORY CARD	066543/E		01/2008		483.80	483.80
101-0000-221.02-01				JG WATER PARK TICKETS	039695		01/2008		43.09	43.09
101-0000-221.02-01				LIFE GUARD TRAINING	10784	080128	01/2008		263.25	263.25
101-3030-423.28-04				LIFE GUARD TRAINING	10915	080128	01/2008		83.00	83.00
101-3030-423.28-04				RAKES & LOPPER	6805	080043	01/2008		57.00	57.00
101-6020-452.30-02				12 ISSUES LIVABLE PLACES	LP0-27485-07	080107	01/2008		646.88	646.88
101-1230-413.28-04				LIFE GUARD TRAINING	CACAC 051207A	080128	01/2008		20.00	20.00
101-3030-423.28-04				BOLTS FOR VACTOR PUMP	CACHU14509	080041	01/2008		315.00	315.00
601-5060-436.28-01				HYDRAULIC HOSE (VACTOR)	458896-1	080041	01/2008		36.31	36.31
601-5060-436.28-01				CAR WASH	027179	080048	01/2008		36.00	36.00
501-1921-419.29-04				CAPACITORS & IGNITORS	1069-545591	080049	01/2008		6.00	6.00
101-6040-454.30-02				BEGTA FACE PLATE	S2725323.003	080049	01/2008		385.27	385.27
101-6040-454.30-02				24 TIDELANDS T-SHIRTS	43338	080050	01/2008		480.94	480.94
101-6040-454.30-02				URNAL BLOCKS	264847	080051	01/2008		278.00	278.00
101-6040-454.30-02				1/2" REBAR FOR BLOCKS	059061	080054	01/2008		274.13	274.13
101-5010-431.30-02				PAPER	269006-0	080056	01/2008		5.15	5.15
101-5020-432.30-01									177.79	177.79

**64621-64646- Voided**

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101-5020-432.30-01		06/20/2007			OFFICE SUPPLIES		391093237-001	080056	01/2008		144.57	
101-1921-419.28-01		06/25/2007			#117 CYLINDER REPAIR		06-25-2007	080059	01/2008		197.97	
101-6040-454.30-02		06/23/2007			MULCH FOR SHACOAST & PALM			080061	01/2008		44.61	
101-6020-452.30-02		06/27/2007			SPRINKLERS, NOZZLES		13749652	080062	01/2008		217.35	
101-1020-411.28-04		06/24/2007			HALD/JACQUE 12/04-07/07		GMQXY	080101	01/2008		168.80	
101-1020-411.28-04		06/29/2007			HALD/JACQUE 08/19&24/07		09EFF0	080101	01/2008		100.60	
405-1260-413.28-09		06/21/2007			WOLFSON, LISA		831262851328	080102	01/2008		14.13	
101-1020-411.30-01		06/27/2007			OFFICE SUPPLIES		392102222-001	080102	01/2008		85.64	
101-3070-427.30-22		06/05/2007			NON-CONDUCTIVE LADDER		P4S488	080103	01/2008		504.00	
101-1110-412.30-01		06/28/2007			SUPPLIES		392021495-001	080111	01/2008		65.84	
101-1130-412.30-01		06/28/2007			SUPPLIES		392021495-001	080111	01/2008		67.62	
101-6010-451.30-02		06/21/2007			CLEAN' CLOTH, YARDBAGS		060280	080114	01/2008		73.15	
101-6010-451.30-02		06/21/2007			550 PREMIUM TOILET TISSUE		177008	080114	01/2008		181.25	
101-6010-451.30-01		06/27/2007			17" LCD MONITOR		7318	080114	01/2008		156.22	
101-6010-451.30-01		06/27/2007			2DR VERTICLE FILE		7840	080114	01/2008		64.64	
101-3030-423.30-02		06/29/2007			EXTRA ATV KEYS & KEY FLTS		067656	080122	01/2008		26.94	
101-3030-423.30-02		06/22/2007			OFFICE SUPPLIES FOR H.Q.		5673	080126	01/2008		57.76	
101-3030-423.30-02		06/21/2007			AM/FM, MP3, CD RADIO		J998215401014	080126	01/2008		116.34	
101-3030-423.30-02		06/22/2007			747 WINDSHIELD TOWEL		264632	080126	01/2008		139.92	
101-3030-423.30-02		06/23/2007			BLUE WATER PUMPER		62507IBL	080126	01/2008		171.32	
101-3030-423.30-02		06/25/2007			RESCUE TUBE 40", KCT KEY		9074A	080126	01/2008		263.00	
101-3030-423.25-03		06/28/2007			LIFEGUARD UNIFORMS		4342	080128	01/2008		274.76	
101-3030-423.25-03		06/15/2007			800MKZ RADIO REPAIR		17445	080128	01/2008		251.53	
101-3030-423.25-03		06/23/2007			LIFEGUARD EQUIPMENT		12348	080128	01/2008		137.50	
101-3030-423.30-02		06/25/2007			LIFEGUARD EQUIPMENT		50504026	080128	01/2008		709.48	
101-3030-423.30-02		06/06/2007			BIKE RACK		31634	080129	01/2008		584.00	
101-3030-423.30-02		06/26/2007			NEW BALL HITCHES FOR 3ATVS		030825 S	080129	01/2008		50.60	
101-3030-423.30-02		06/26/2007			SUNSCREEN		382958	080129	01/2008		12.51	
101-3030-423.30-02		06/27/2007			SUNSCREEN		53503A	080129	01/2008		154.06	
101-3030-423.30-02		06/28/2007			REPLACE BALL HITCH ON 605		052810 S	080129	01/2008		70.02	
101-3030-423.30-02		06/29/2007			WASH COMMAND VEHICLE		052867	080129	01/2008		8.99	
101-3030-423.28-01		06/28/2007			SPARE KEYS		06-29-2007	080129	01/2008		12.20	
101-3030-423.30-02		06/29/2007			REPLACE WASHING MACHINE		066480/E	080129	01/2008		948.19	
503-1923-419.30-02		06/21/2007			CD BURNER		SDCV253544	080131	01/2008		81.87	
503-1923-419.30-02		06/27/2007			TRAVEL CHARGER, MOTOROLA		GSCANGEL-219400	080131	01/2008		42.79	
101-5010-431.30-02		07/05/2007			BLACK TOP PATCH		0610070	080042	01/2008		240.82	
101-5010-431.30-02		07/11/2007			CONCRETE FOR LIGHT POLE		66561758-001	080042	01/2008		81.35	
101-6040-454.30-02		07/11/2007			CONCRETE FOR LIGHT POLE		66561758-001	080042	01/2008		81.35	
101-5010-431.30-02		07/12/2007			1/2 X 20 REBAR (2)		050950	080042	01/2008		10.30	
101-5010-431.30-02		07/13/2007			1/2 YARD CONCRETE		66528398-001	080042	01/2008		141.21	
101-1910-419.28-01		07/02/2007			ASBESTOS SAMPLING		35706	080043	01/2008		250.00	
101-5030-433.30-02		07/03/2007			HOSES FOR GRAFFITI TRUCK		A541595	080043	01/2008		10.95	
101-1910-419.30-02		07/03/2007			CREDIT DUST MOP TREATMENT		285024	080043	01/2008		5.95-	
101-6020-452.30-02		07/10/2007			BARK (MULCH)		88368	080043	01/2008		322.60	
101-6020-452.30-02		07/17/2007			MULCH FOR ISLANDS		88749	080043	01/2008		322.60	
101-6020-452.30-02		07/09/2007			LITES FOR FOUNTAIN STOCK		6046007666	080045	01/2008		126.28	
101-1910-419.30-02		07/11/2007			DOOR CLOSURE FOR SHERIFF		6046200654	080045	01/2008		179.73	
101-6020-452.30-02		07/12/2007			IRRIGATION PARTS FOR STOC		496982	080045	01/2008		89.76	
101-6020-452.30-02		07/20/2007			IRRIGATION PARTS FOR STOC		500871-00	080045	01/2008		137.02	

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601-5050	436.30-02		07/02/2007	SUNBLOCK/OPRATING SUPP.	9221	080046	01/2008	11.84	
601-5050	436.30-02		07/13/2007	SANDCASTLE FLYER	1524	080046	01/2008	106.68	
501-1921	419.29-04		07/15/2007	CAR WASH	498140	080048	01/2008	6.00	
101-6040	454.30-02		07/02/2007	CONCRETE MIX	015205	080049	01/2008	5.46	
101-6040	454.30-02		07/12/2007	30 GAL. TRASH CANS	051911	080049	01/2008	58.06	
101-6020	452.30-02		07/02/2007	ANTI-FOAM/TRIANGLE FOUNT.	016656	080050	01/2008	11.33	
101-6040	454.30-02		07/02/2007	ANTI-FOAM/TRIANGLE FOUNT.	016656	080050	01/2008	21.34	
101-6040	454.30-02		07/05/2007	TRASH BAGS	053161	080050	01/2008	48.42	
101-6040	454.30-02		07/06/2007	TRASH BAGS & PINE OIL	285031	080050	01/2008	360.58	
101-6040	454.30-02		07/10/2007	1 CASE 2 CYCLE OIL MIX	8775	080050	01/2008	47.25	
101-6040	454.30-02		07/13/2007	STRIKE BACK DISINFECTANT	265031-1	080050	01/2008	32.33	
101-6040	454.30-02		07/13/2007	STRIKE BACK DISINFECTANT	265062-1	080050	01/2008	40.41	
101-6040	454.30-02		07/13/2007	TOILET TISSUE, HAND SOAP	285271	080050	01/2008	304.59	
101-6040	454.30-02		07/13/2007	2 CYCLE OIL MIX	8849	080050	01/2008	47.25	
101-6040	454.30-02		07/16/2007	WATER PISTOLS, DECK BRUSH	016307	080050	01/2008	67.02	
101-6040	454.30-02		07/16/2007	WATER PISTOLS, DECK BRUSH	016307	080050	01/2008	103.16	
101-6040	454.30-02		07/16/2007	WATER PISTOLS, DECK BRUSH	016307	080050	01/2008	9.57	
101-1910	419.30-02		07/16/2007	SAFETY CENTER LAMPS 18 W.	6046608151	080050	01/2008	178.76	
101-6040	454.30-02		07/17/2007	RESTROOM LOCK REPAIR	029003	080050	01/2008	24.06	
101-6040	454.30-02		07/17/2007	RESTROOM LOCK REPAIR	029003	080050	01/2008	15.00	
101-6040	454.30-02		07/17/2007	(2) BEACH WHEEL CHAIR	630	080050	01/2008	512.13	
101-6040	454.30-02		07/06/2007	URINAL BLOCKS	285062	080051	01/2008	190.75	
101-6040	454.30-02		07/11/2007	2X6 TREATED LUMBER	042274	080051	01/2008	17.21	
101-6040	454.30-02		07/20/2007	PINE OIL	264162-1	080051	01/2008	40.41	
101-5010	431.21-23		07/10/2007	2-100W STREET LIGHT	1069-547252	080054	01/2008	484.87	
101-5020	432.30-01		07/09/2007	2 ENVELOPES	1918	080056	01/2008	5.15	
101-5020	432.30-01		07/10/2007	ENVELOPES, TAPE, MARKERS	393073633-001	080056	01/2008	57.82	
501-1921	419.29-04		07/11/2007	CAR WASH	041581	080056	01/2008	8.99	
101-5020	432.30-01		07/13/2007	OFFICE SUPPLIES	1057	080056	01/2008	13.99	
501-1921	419.30-22		07/13/2007	SMALL HAND TOOLS	172268	080058	01/2008	72.37	
501-1921	419.28-16		07/10/2007	LIFEGUARD TRUCK #604 PART	D276489	080059	01/2008	88.98	
501-1921	419.28-16		07/12/2007	PARTS STOCK ORDER	D276890	080059	01/2008	87.88	
501-1921	419.28-01		07/12/2007	DEDUCTIBLE FOR WARRANTY	FTCS173701	080059	01/2008	50.00	
501-1921	419.28-16		07/12/2007	STOCK ORDER	1950085	080059	01/2008	6.81	
501-1921	419.28-16		07/12/2007	STOCK ORDER	1950243	080059	01/2008	17.64	
101-6020	452.30-02		07/13/2007	PARKS 2 CYL OIL SUPPLY	8848	080059	01/2008	47.25	
101-6020	452.30-02		07/02/2007	2 PACK OF TOOL BAGS	014290	080062	01/2008	10.74	
101-1010	411.30-01		07/01/2007	BATTERY	004627	080101	01/2008	3.97	
101-1010	411.30-01		07/14/2007	3PK FILE	6905	080101	01/2008	17.23	
101-1010	411.30-01		07/14/2007	LSE LEAF RINGS	8380	080101	01/2008	19.37	
101-1010	411.30-01		07/14/2007	LSE LEAF RINGS	8380	080101	01/2008	28.72	
101-1010	411.30-01		07/15/2007	3PK FILE	1690	080101	01/2008	17.23	
101-1020	411.30-01		07/02/2007	MEDIUM BINDER CLIPS	392102222-002	080102	01/2008	1.93	
101-1020	411.30-01		07/05/2007	USB 2.0 FLASH DRIVE 2.0GB	392101997-001	080102	01/2008	15.87	
101-1020	411.30-01		07/08/2007	UR 120 5PK	007918	080102	01/2008	7.51	
101-1020	411.30-01		07/12/2007	REMANUFACTURED TONER	54738	080102	01/2008	75.37	
101-3070	427.28-14		07/06/2007	WATER BASED FIRE PRO	3896265Y	080103	01/2008	183.52	
101-3040	424.28-04		07/01/2007	TWO DAYS TRAINING	07-01-2007	080104	01/2008	300.00	
101-3040	424.28-14		07/18/2007	'07 CALIF. TITLE 24 COMBO	5173044	080104	01/2008	409.65	
101-3040	424.28-14		07/19/2007	'07 CA. ELECTRIC CODE	5173165	080104	01/2008	405.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	CHECK AMOUNT
101-1260-413.20-06			07/11/2007	FIRE RETARDANT 5 GALLON	07-11-2007	080105	01/2008		404.06
101-1230-413.30-01			07/12/2007	OFFICE SUPPLIES	393560127-001	080107	01/2008		15.78
101-3070-427.30-01			07/12/2007	OFFICE SUPPLIES	393560127-001	080107	01/2008		15.77
405-1260-413.30-01			07/12/2007	OFFICE SUPPLIES	393560127-001	080107	01/2008		15.77
101-1230-413.28-14			07/13/2007	COAST & OCEAN SUMMER '07	REF0037 065369	080107	01/2008		18.00
101-6010-451.30-02			07/18/2007	PARENTS NIGHT OUT	07-18-2007	080110	01/2008		45.61
101-1110-412.30-01			07/02/2007	OFFICE SUPPLIES	392330013-001	080111	01/2008		105.58
101-1130-412.30-01			07/02/2007	OFFICE SUPPLIES	392330013-001	080111	01/2008		78.59
101-1110-412.28-04			07/03/2007	YOGOURT	07-03-2007	080111	01/2008		17.72
101-1130-412.28-07			07/12/2007	NEWSLETTER AD FOR 07/13	2562088	080111	01/2008		150.00
101-1010-411.28-04			07/18/2007	KFC DINNER	042359	080111	01/2008		56.87
101-1010-411.28-04			07/18/2007	MARBLE CAKE	07-18-2007	080111	01/2008		37.99
101-6010-451.25-03			07/19/2007	MN R ENH SS BND MESH POLO	05705931	080111	01/2008		251.95
101-1130-412.30-01			07/26/2007	HARMONY U-SHAPE WORKSTAT.	VRC-227758	080111	01/2008		565.00
101-1110-412.28-04			07/02/2007	MEIJO SUSHI	016742	080112	01/2008		20.67
101-1010-411.28-04			07/02/2007	BRAGG, LORIE ANNUAL CONFR	07-02-2007	080112	01/2008		450.00
101-1010-411.28-04			07/02/2007	JANNEY, J. ANNUAL CONFERE	07-02-2007	080112	01/2008		450.00
101-1010-411.28-04			07/02/2007	MCLEAN, V. ANNUAL CONFERE	07-02-2007	080112	01/2008		450.00
101-1110-412.28-04			07/02/2007	'07 ANNUAL CONFERENCE	07-02-2007	080112	01/2008		450.00
101-1010-411.28-04			07/03/2007	FIVE STAR PARKING	00000953	080113	01/2008		9.00
101-6010-451.30-02			07/03/2007	DRINKS & GRANOLA BARS	07-03-2007	080114	01/2008		55.59
101-6010-451.30-02			07/05/2007	VONS	047514	080114	01/2008		52.04
101-6010-451.30-02			07/05/2007	REFRESHMENTS	07-05-2007	080114	01/2008		4.97
101-6010-451.30-02			07/05/2007	2007 SAN DIEGO PADRES 30T	07-05-2007	080114	01/2008		190.00
101-6010-451.30-02			07/06/2007	PAPER PLATES & PAPER TWLS	060048	080114	01/2008		12.68
101-6010-451.30-02			07/12/2007	COBRA LI6500-2W	15291363	080114	01/2008		64.64
101-6030-453.30-02			07/19/2007	SENIOR CENTER CAN OPENER	07-19-2007	080115	01/2008		21.54
101-1110-412.28-04			07/03/2007	PANEL LUNCHEON FOR ADMIN	029222	080117	01/2008		80.83
101-1110-412.28-04			07/14/2007	MWASC CONE LODGING	1060	080120	01/2008		355.56
101-1110-412.28-14			07/30/2007	PUBLIC SKATEPARK GUIDE	07-30-2007	080120	01/2008		6.95
101-3030-423.30-02			07/02/2007	RING FULL SEAL YELLOW NUM	3020626	080122	01/2008		30.60
101-3030-423.30-02			07/13/2007	SUNGLASSES ORDER CREDIT	000079	080122	01/2008		4.47-
101-3030-423.30-02			07/13/2007	DIVE EQUIPMENT FOR TRAINING	00442020	080122	01/2008		57.05
101-3020-422.30-02			07/28/2007	SONY RDRVX530	13887360	080123	01/2008		247.81
101-3020-422.30-02			07/19/2007	COOP MEETING SUPPLIES	07-19-2007	080125	01/2008		10.87
101-3030-423.25-03			07/02/2007	CLASS B UNIFORM SHORTS	017425	080126	01/2008		16.95
101-3030-423.30-02			07/03/2007	RIO TISSUE 2 PLY	264957	080126	01/2008		189.90
101-3030-423.30-02			07/03/2007	T-2 PHONE CABLE	927051666	080126	01/2008		134.58
101-3030-423.30-02			07/05/2007	NAILS, SANDP PAPER, OAK	050831	080126	01/2008		29.17
101-3030-423.30-02			07/06/2007	AIR CHECK VALVE FOR HQ	063417 S	080126	01/2008		16.15
101-3030-423.30-02			07/09/2007	OFFICE SUPPLIES	1660	080127	01/2008		63.29
101-3020-422.30-01			07/05/2007	(4 PACK ) 6 HR VHS TAPES	6331	080127	01/2008		9.03
101-3020-422.30-02			07/13/2007	STATION SUPPLIES	068360 5	080127	01/2008		247.75
101-3030-423.30-02			07/02/2007	MEDICAL RESPONSE PACK DIV	50507911	080128	01/2008		28.64
101-3030-423.28-11			07/10/2007	LIFEGUARD SUPPLIES	8103	080128	01/2008		130.90
101-3030-423.28-04			07/02/2007	HOLT, T. & KNOX, S.	1094	080129	01/2008		208.00
101-3030-423.30-02			07/03/2007	COMPUTER MOUSE	8536	080129	01/2008		42.01
503-1923-419.30-02			07/11/2007	CD BURNER	03930	080131	01/2008		53.87
601-5050-436.30-02			08/02/2007	POCKET ASH TRAYS	06-29-2007	080046	01/2008		484.88
101-1010-411.28-04			08/06/2007	MCLEAN, D ANNUAL CONFERENCE	719	080112	01/2008		100.00

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101-3030-423.30-02	08/01/2007	LIFEGUARD UNIFORM, SUNGLAS	217652	080122	01/2008		959.28		
101-6020-452.30-02	02/27/2007	BIG MOUTH BAG BMSB	6855	080043	01/2008		38.14		
08/30/2007	64648	INTERSTATE BATTERY OF SAN DIEG	388				110.27		
501-1921-419.28-16	08/14/2007	SP-30, CORE DEPOSIT	540665	080081	02/2008		40.20		
501-1921-419.28-16	08/23/2007	MT-75	640012928	080081	02/2008		70.07		
08/30/2007	64649	JESSOP & SON LANDSCAPING	479				2,960.90		
101-6010-451.21-04	08/27/2007	SPORTS PARK MAINTENANCE	10096	080201	02/2008		2,960.90		
08/30/2007	64650	KAMAN INDUS TECHNOLOGIES	583				66.39		
601-5060-436.28-01	08/23/2007	3VX630_SUPER HC V-BELT	A775744	080082	02/2008		66.39		
08/30/2007	64651	LANCE, SOLL & LANGHARD LLP	716				10,000.00		
101-1210-413.20-06	07/31/2007	2007 ENGAGEMENT-INTERIM	5669	080248	01/2008		2,418.00		
101-1210-413.20-06	07/31/2007	2007 INTERIM PROCEDURES	5669	080248	01/2008		7,582.00		
08/30/2007	64652	LIGHTHOUSE, INC	787				108.29		
501-1921-419.28-16	08/23/2007	FLASH TUBE	1967088	080083	02/2008		19.40		
501-1921-419.28-16	08/24/2007	STROBE LIGHT	1967567	080083	02/2008		38.89		
08/30/2007	64653	MICHAL PIASECKI CONSULTING	1795				180.00		
101-3020-422.21-04	08/01/2007	GIS REGIONAL SAFETY PROJE	17	080178	02/2008		180.00		
08/30/2007	64654	MOBILE HOME ACCEPTANCE CORPORA	1533				296.31		
408-5020-432.25-02	08/24/2007	OFFICE TRAILER PW	133484	080211	02/2008		296.31		
08/30/2007	64655	MORELAND & ASSOCIATES INC	1086				7,432.50		
101-1210-413.20-06	08/16/2007	FIRST HALF OF AUGUST	08-16-2007	080037	02/2008		7,432.50		
08/30/2007	64656	OFFICETEAM	1266				625.60		
101-1110-412.21-01	08/13/2007	CAJUDO, KRISTINA 08/10/07	19330726		02/2008		312.80		
101-1110-412.21-01	08/20/2007	CAJUDO, KRISTINA 08/17/07	19380154		02/2008		312.80		
08/30/2007	64657	PARTNERSHIP WITH INDUSTRY	1302				856.22		
101-6040-454.21-04	08/16/2007	PERIOD ENDING 08/15/07	SBG01139	080185	02/2008		856.22		
08/30/2007	64658	PMI	23				447.55		
601-5060-436.30-02	08/24/2007	LARGE DIMOND GRIP	0111402-IN	080137	02/2008		447.55		
08/30/2007	64659	PROTECTION SERVICE IND	69				402.22		
601-5060-436.28-01	08/20/2007	PANEL & KEYPAD	2505829	080181	02/2008		402.22		
08/30/2007	64660	PRUDENTIAL OVERALL SUPPLY	72				195.81		
101-5020-432.25-03	08/22/2007	UNIFORMS	7033859	080180	02/2008		195.81		
08/30/2007	64661	RANCHO AUTO & TRUCK PARTS	1685				69.54		
501-1921-419.28-16	08/22/2007	OIL SEAL	D282858	080152	02/2008		12.52		
501-1921-419.28-16	08/23/2007	TRANSMISSION FILTER	D283047	080152	02/2008		19.19		
501-1921-419.28-16	08/24/2007	LOCK CYLINDER	D283215	080152	02/2008		19.52		

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501-1921-419.28-16		08/24/2007		IGNITION SWITCH	D283217	080152	02/2008		18.31	
08/30/2007	64662	SAFTEY KLEEN SYSTEMS	246	USEPA TRASPORTER	0034692735	080139	02/2008		222.62	222.62
501-1921-419.30-02		08/21/2007							222.62	
08/30/2007	64663	SAND AND SEA INVESTMENT COMPAN	4	TEP 07-11 BOND REFUND	TEPO7-11		12/2007		13,000.00	13,000.00
101-0000-221.01-05		08/22/2007							13,000.00	
08/30/2007	64664	SAND AND SEA INVESTMENT COMPAN	4	50% REFUND OF IMPROVEMENT	MF744		12/2007		39,100.00	39,100.00
101-0000-221.01-05		08/22/2007							39,100.00	
08/30/2007	64665	AT&T LONG DISTANCE	1379				01/2008		33.18	33.18
503-1923-419.27-04		08/04/2007		339964 JULY 2007	811168384				33.18	
08/30/2007	64666	SHARP REES-STEALY MEDICAL CNTR	390				02/2008		1,623.00	1,623.00
101-1130-412.21-04		08/11/2007		KEIR, JUDITH	191	080029	02/2008		190.00	190.00
601-5060-436.21-04		08/11/2007		RAMOS, JOSE	191	080027	01/2008		80.00	80.00
601-5060-436.21-04		08/11/2007		NARANJO, JOSE	191	080027	01/2008		80.00	80.00
101-1130-412.21-04		08/11/2007		LAU, PETER JR	191	080029	01/2008		220.00	220.00
101-1130-412.21-04		08/14/2007		SWANSON, PATRICIA	191	080029	01/2008		118.00	118.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		80.00	80.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		38.00	38.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		133.00	133.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		175.00	175.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		95.00	95.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		69.00	69.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		69.00	69.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		69.00	69.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		69.00	69.00
601-5060-436.21-04		06/30/2007		P&I RECEIPT	190		13/2007		69.00	69.00
08/30/2007	64667	SITE DESIGN GROUP INC	1852			080245	01/2008		1,200.00	1,200.00
101-1920-532.20-06		07/27/2007		GATHER & REVIEW SITE DATA	9715A				1,200.00	
08/30/2007	64668	SKS INC.	412				02/2008		2,613.98	2,613.98
501-1921-419.28-15		08/22/2007		1000 GALLONS OF UNLEADED	1211118-IN	080151	02/2008		2,613.98	
08/30/2007	64669	SMART STAFF	427				02/2008		464.64	464.64
101-1020-411.21-01		08/08/2007		ESTRADA, STACEY 08/05/07	1138	080162	02/2008		147.84	147.84
101-1020-411.21-01		08/15/2007		ESTRADA, STACEY 08/12/07	1191		02/2008		184.80	184.80
101-1020-411.21-01		08/22/2007		ESTRADA, STACEY 08/19/07	1281	080162	02/2008		132.00	132.00
08/30/2007	64670	STANDARD ELECTRONICS	504				02/2008		297.50	297.50
101-1910-419.20-23		08/22/2007		CALL OUT FOR ALARM PROBLE	9804	F08019	02/2008		127.50	127.50
101-1910-419.20-23		08/22/2007		ALARM SERVICES AT SPORTS	9728	F08020	02/2008		170.00	170.00
08/30/2007	64671	UNION BANK OF CALIFORNIA	735				12/2007		875.00	875.00
101-1920-419.29-04		06/30/2007		PERIOD 05/01-07/31/07	400384	070629	12/2007		875.00	875.00
08/30/2007	64672	WAXIE SANITARY SUPPLY	802				12/2007		13.06	13.06
601-5060-436.30-02		04/16/2007		PLASTIC DUSTPANS	69993773	070062	12/2007		13.06	13.06

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08/30/2007	64673	DRIVER ALLIANT INS SVCS							2,243.84
101-0000-209.01-13			07/26/2007	PPE 7/19/07	20070726		01/2008		319.60
101-0000-209.01-14			07/26/2007	PPE 7/19/07	20070726		01/2008		466.05
101-0000-209.01-13			08/09/2007	PPE 8/2/07	20070809		02/2008		319.60
101-0000-209.01-14			08/09/2007	PPE 8/2/07	20070809		02/2008		448.52
101-0000-209.01-14			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		14.95
101-0000-209.01-13			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		4.00
101-1010-411.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		17.55
101-1020-411.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		36.50
101-1110-412.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		100.74
101-1130-412.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		28.43
101-1210-413.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		41.77
101-1230-413.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		26.33
101-3070-427.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		.70
101-3080-428.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		.70
101-1910-419.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		7.02
101-3010-421.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		11.40
101-3020-422.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		45.29
101-3030-423.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		42.19
101-3040-424.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		7.02
101-5020-432.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		56.16
101-5010-431.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		14.04
101-5030-433.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		3.51
101-5040-434.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		4.91
101-6020-452.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		7.02
101-6010-451.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		7.02
101-6040-454.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		14.04
245-1240-413.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		7.02
405-1260-413.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		120.40
601-5060-436.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		17.55
601-5050-436.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		19.66
501-1921-419.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		7.02
502-1922-419.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		6.07
503-1923-419.11-04			08/30/2007	AUGUST 2007 LTD, LIFE AND	08-29-2007		02/2008		21.06
09/10/2007	64674	A FINE TOUCH							4,350.00
408-1920-519.20-06			08/21/2007	FACADE IMPROVEMENT	08-21-2007	080310	02/2008		640.00
408-1920-519.20-06			08/20/2007	FACADE IMPROVEMENT	08-20-2007	080312	02/2008		120.00
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408-1920-519.20-06			08/26/2007	FACADE IMPROVEMENT	08-26-2007	080312	02/2008		3,090.00
09/10/2007	64675	AT&T							91.81
101-0000-221.02-01			08/21/2007	030 326 8685 001	09-16-2007		02/2008		45.79
101-1130-412.27-04			08/25/2007	030 357 0371 001	09-20-2007		02/2008		46.02
09/10/2007	64676	CEFO							2,130.00
101-1020-411.28-04			08/30/2007	CEFO LEADERSHIP 2007	07/06/2007		02/2008		2,130.00
09/10/2007	64677	COX COMMUNICATIONS							127.40
503-1923-419.21-04			08/21/2007	PERIOD AUGUST 2007	08-21-2007	080034	02/2008		127.40



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09/10/2007	64694	REX GENE ARMER	2	09/06/2007	REFUND OVERPAYMENT OF	CR 940		03/2008		10.00	10.00
101-0000-121.00-00											
09/10/2007	64695	SDGE	289							4,952.80	
101-6020-452.27-01		08/30/2007	0175 275 3776	07/31-08/29	09-14-2007			02/2008		122.81	
101-5010-431.27-01		08/29/2007	0646 753 1938	07/30-08/28	09-13-2007			02/2008		9.10	
101-5010-431.27-01		08/29/2007	1694 231 2432	07/30-08/28	09-13-2007			02/2008		28.48	
101-5010-431.27-01		08/27/2007	1912 409 2723	07/26-08/24	09-11-2007			02/2008		9.10	
101-6020-452.27-01		08/30/2007	2081 689 1273	07/31-08/29	09-14-2007			02/2008		233.29	
101-6010-451.27-01		08/30/2007	2081 689 7619	07/31-08/29	09-14-2007			02/2008		425.19	
101-6010-451.27-01		08/30/2007	2081 692 3399	07/31-08/29	09-14-2007			02/2008		7.55	
101-5010-431.27-01		08/29/2007	3062 700 9265	07/30-08/28	09-13-2007			02/2008		11.78	
101-6010-451.27-01		08/30/2007	3448 930 9646	07/30-08/28	09-14-2007			02/2008		30.46	
101-5010-431.27-01		08/30/2007	5280 340 6641	07/26-08/24	09-11-2007			02/2008		9.27	
101-6020-452.27-01		08/29/2007	5456 692 8951	07/30-08/28	09-13-2007			02/2008		12.54	
101-5010-431.27-01		08/27/2007	5576 188 0541	07/26-08/24	09-11-2007			02/2008		12.51	
101-6020-452.27-01		08/30/2007	6921 003 2109	07/31-08/29	09-14-2007			02/2008		389.86	
101-5010-431.27-01		08/30/2007	7706 795 7872	07/31-08/29	09-14-2007			02/2008		10.53	
601-5060-436.27-01		08/29/2007	8773 823 6424	07/30-08/28	09-13-2007			02/2008		1,052.48	
101-6020-452.27-01		08/30/2007	9327 898 1346	07/31-08/29	09-14-2007			02/2008		276.33	
101-6010-451.27-01		08/30/2007	9956 693 6272	07/31-08/29	09-14-2007			02/2008		140.93	
101-6020-452.27-01		08/30/2007	2083 847 9032	07/31-08/29	09-14-2007			02/2008		69.72	
101-5010-431.27-01		09/04/2007	2741 969 9359	07/31-08/31	09-19-2007			02/2008		132.33	
215-6026-452.27-01		09/04/2007	2819 871 6315	07/31-08/31	09-19-2007			02/2008		1,847.44	
09/10/2007	64696	SEAN FOREHAND PHOTOGRAPHY	1863							75.00	
408-1920-519.20-06		08/26/2007	FACADE IMPROVEMENT		001		080314	02/2008		75.00	
09/10/2007	64697	SPRINT	497							583.27	
101-1020-411.27-05		08/26/2007	0626824596-7	07/26-08/25	08-26-2007			02/2008		74.98	
101-1230-413.27-05		08/26/2007	0626824596-7	07/26-08/25	08-26-2007			02/2008		93.49	
101-3020-422.27-05		08/26/2007	0626824596-7	07/26-08/25	08-26-2007			02/2008		74.68	
101-3020-422.27-05		08/26/2007	0626824596-7	07/26-08/25	08-26-2007			02/2008		76.53	
503-1923-419.30-02		08/26/2007	0626824596-7	07/26-08/25	08-26-2007			02/2008		188.91	
101-5020-432.27-05		08/26/2007	0626824596-7	07/26-08/25	08-26-2007			02/2008		74.68	
09/10/2007	64698	WAXIE SANITARY SUPPLY	802							182.67	
601-5060-436.30-02		08/28/2007	PREFERENCE MULTIFOLD		70211621		080140	02/2008		182.67	

DATE RANGE TOTAL \*

3,321,930.01 \*



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** SEPTEMBER 19, 2007  
**ORIGINATING DEPT.:** Charles L. Smith Jr. *CLS Jr.*  
Interim Finance Director  
**SUBJECT:** APPROVAL OF REVISIONS TO COUNCIL POLICY 408:  
INVESTMENT POLICY

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**BACKGROUND:**

The City has an investment policy to effectively utilize all resources available to provide funds for City services and to provide guidelines for insuring the safety of funds invested while maximizing the efficiency of the City's cash management system. The policy is in compliance with the California Government Code, Sections 53600 et seq. and 53635 et seq., and takes into consideration the principles of safety, liquidity and yield of public funds.

**DISCUSSION:**

This policy should be reviewed on an annual basis and provided to authorized brokers and dealers of the City of Imperial Beach. Current market activity is showing a steep decline in interest rates. The State Pool (LAIF) rate has continued to hold steady at 5¼ % but analysts expect this rate to decline to under 5% by the end of the year. The policy has been revised to take advantage of investments that have early call dates but whose present yield is above the current LAIF rate. The fallout from the sub-prime bond market is a leading cause of the decline in interest yields. When these instruments are called the money can be re-invested in LAIF or used to purchase, policy approved, investments with higher yields.

**ENVIRONMENTAL DETERMINATION:**

CEQA is not applicable.

**FISCAL IMPACT:**

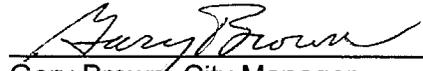
Continuing benefits to the City through the wise and prudent investment of funds.

**DEPARTMENT RECOMMENDATION:**

Staff recommends Council approval of Resolution 2007-6534

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Resolution 2007-~~6534~~
2. Amended Investment Policy 408, 9/19/07

**RESOLUTION NO. 2007-6534**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVAL OF REVISIONS TO COUNCIL POLICY 408: INVESTMENT POLICY**

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

**WHEREAS**, the City policies and regulations governing the investment of public funds have not been updated since September 5, 2006; and

**WHEREAS**, the City desires to make the policies and regulations governing the investment of public funds more efficient and effective through an annual update; and

**WHEREAS**, the City desires to make these policies and regulations reflect the California Government Code, Sections 53600 et seq. and 53635 et seq.

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

1. The attached amended Council Policy 408 be approved and become an administrative policy of the City of Imperial Beach.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19<sup>th</sup> day of September 2007, by the following roll call vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>

\_\_\_\_\_  
**DIANE ROSE, MAYOR**

**ATTEST:**

*Jacqueline M. Hald*  
\_\_\_\_\_  
**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. 2007-6534 – A Resolution of the City Council of the City of Imperial Beach, California, APPROVAL OF REVISIONS TO COUNCIL POLICY 408: INVESTMENT POLICY.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

**CITY OF IMPERIAL BEACH  
COUNCIL POLICY**

**SUBJECT:  
INVESTMENT POLICY UPDATE**

**POLICY  
NUMBER**

**EFFECTIVE  
DATE**

**PAGE**

408

9/19/07

1 of 4

**ADOPTED BY: Council Action**

**DATED: 06/18/97**

**AMENDED BY: Resolution No. 2007-6534**

**DATED: 09/19/07**

**PURPOSE**

Effective cash flow management and cash investment practices are recognized as essential to good fiscal management. This Statement is intended to provide guidelines for the prudent investment of the City's temporarily idle cash in all Funds, and outline the policies for maximizing the efficiency of the City's cash management system.

**OBJECTIVE**

The objective of the investment policy is to provide guidelines for insuring the safety of funds invested while maximizing investment interest income to the City.

**INVESTMENT POLICY**

- A.** The Finance Director is responsible for investing the cash balances in all City Funds in accordance with the California Government Code, Sections 53600 et seq. and 53635 et seq. This policy does not include Long Term Debt Reserve Funds and Deferred Compensation Funds, which are exceptions covered by other more specific Government Code sections and the legal documents unique to each debt transaction. Investment practices shall conform to the prudent man rule (Civil Code Sect. 2261, et seq.) which states, in essence, that "in investing... property for the benefit of another, a trustee shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs..."
- B.** ~~It is the City's full intent, at the time of purchase, to hold all investments until maturity in order to ensure the return of all invested principal. Investments are normally purchased to be held to maturity. However, market conditions may dictate the purchase of investments with higher yields that may have an early call date. However,~~ It is realistically anticipated that market prices of securities purchased as investments will vary depending on economic conditions, interest rate fluctuations, or individual security credit factors. In a well diversified investment portfolio, such temporary variations in market value will inevitably result in measurable losses at any specific point in time. From time to time, changes in economic or market conditions may dictate that it is in the City's best interest to sell a security prior to maturity.
- C.** The three principle factors of Safety, Liquidity and Yield are to be taken into consideration, in the specific order listed, when making investment decisions.
1. **Safety** of principal is the foremost factor to be considered during each investment transaction. Safety in investing refers to minimizing the potential for loss of principal, interest or a combination of the two due to the two types of risk, Credit Risk and Market Risk.
    - a. Credit Risk, defined as the risk of loss due to failure of the issuer of a security, shall

be mitigated by only investing in very safe, or "investment grade" securities and diversifying where feasible.

- b. **Market Risk**, defined as market value fluctuations due to overall changes in interest rates shall be mitigated by limiting the average maturity of the investment portfolio to less than 3 years, with a maximum maturity of any one security of 5 years without prior Council approval. Also, the portfolio will be structured based on liquidity needs so as to avoid the need to sell securities prior to maturity.
2. **Liquidity** refers to the ability to convert an investment to cash promptly with minimum risk of losing some portion of principal or interest. The investment portfolio will be structured based on historic cash flow analysis in order to provide the necessary liquidity as investments routinely mature. A portion of the portfolio will be maintained in liquid short term securities which can be converted to cash if necessary to meet unforeseen disbursement requirements.
3. **Yield** is the average annual return on an investment based on the interest rate, price, and length of time to maturity. The City attempts to obtain the highest yield possible, provided that the basic criteria of safety and liquidity have been met.

#### **AUTHORIZED INVESTMENT INSTRUMENTS**

The City may invest in the following instruments under the guidelines as provided herein:

- A. **Certificates of Deposit.** Time Certificates of Deposit will be made only in FDIC or FSLIC insured accounts. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required in accordance with California Government Code Section 53652 and/or 53651 (m) (1). No more than 25% of the investment portfolio may be invested in this investment type.
- B. **Securities of the U.S. Government or its Agencies.** Includes obligations issued by Federal Home Loan Banks, Government National Mortgage Association, the Farm Credit System, the Federal Home Loan Bank, the Federal Home Loan Mortgage Association, the Federal National Mortgage Association, the Student Loan Marketing Association, or obligations or other instruments of or issued by a federal agency or a United States Government sponsored enterprise.
- C. **Treasury Bills and Notes.** US Treasury Bills, Notes, Bonds or Certificates of Indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- D. **Local Agency Investment Fund (LAIF).** Investment of funds in the California LAIF which allows the State Treasurer to invest through the Pooled Money Investment Account. Maximum investment is subject to state regulation.
- E. **County of San Diego Treasury Pool.** Investment of funds in the County of San Diego Treasury which allows the County Treasurer-Tax Collector to invest local funds through a pooled concept.

- F. Bankers Acceptance.** Bills of Exchange or Time Drafts drawn on and accepted by a commercial bank, otherwise known as Bankers Acceptances, both domestic and foreign, which are eligible for purchase by the Federal Reserve System. Purchases of Bankers Acceptances may not exceed 180 days maturity or total more than 40% of the cost value of the City's investment portfolio.
- G. Commercial Paper.** Paper of the highest rating as provided by Moody's Investors Service, Inc. (P1), or Standard and Poor's Corporation (A1+). Eligible paper is further limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000). Purchases of eligible commercial paper may not exceed 270 days maturity, represent more than 10% of the outstanding paper of the issuer, or total more than 25% of the cost value of the City's investment portfolio.
- H. Negotiable Certificates of Deposit.** Issued by a nationally or state chartered bank or a state or federal savings and loan association or by a state licensed branch of a foreign bank. Purchases of Negotiable Certificates of Deposit may not total more than 30% of the cost value of the City's investment portfolio.
- I. Repurchase Agreements.** A purchase of securities by the City pursuant to a Master Repurchase Agreement by which the seller will repurchase such securities on or before a specified date, or on demand of either party, and for a specified amount. Investments in repurchase agreements will be used solely as short term investments not to exceed 90 days and be collateralized by securities having a market value of at least 102% of the value of the repurchase agreement at all times during the term of the investment.
- J. Medium Term Corporate Notes.** Corporate obligations shall be rated A or better by Moody's and or Standard and Poor's rating agencies. Purchases of corporate medium term notes shall not total more than 30% of the cost value of the City's investment portfolio, nor for any one corporation, when combined with any Commercial Paper issued by the same corporation, total more than 15% of the cost value of the City's investment portfolio.
- K. Various daily cash funds** administered for or by Trustees, Paying Agents, or Custodian Banks contracted by the City may be purchased as allowed under California Government Code. Only those funds holding US Treasury or Government Agency obligations shall be purchased.

## **DIVERSIFICATION**

Investments shall be diversified among institutions, types of securities and maturities to maximize safety and yield with changing market conditions. Local financial institutions will be given preferential consideration for investment of City funds consistent with the City's objective of attaining market rates of return, and consistent with constraints imposed by its safety objectives, cash flow considerations and State laws.

## **SAFEKEEPING**

All investments of the City shall have the City of Imperial Beach as registered owner and shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the

terms of a custody agreement.

## **INVESTMENT REPORTS**

**A.** The Finance Director shall submit a quarterly investment report to the City Manager and City Council in accordance with Government Code Section 16481.2 containing the following information for each individual investment:

- Financial institution
- Type of investment
- Purchase Price of investment
- Rate of interest
- Purchase date
- Maturity date
- Current market value for securities
- Other data as required by the City

In addition, the report shall include a statement of compliance of the portfolio with the Council approved Investment Policy and a statement indicating the ability of the City to meet its expenditure requirements for the next six months.

**B.** The Finance Director shall submit copies of the second and fourth quarter calendar year investment reports to the California Debt and Advisory Commission (CDAIC) in accordance with AB 943. Also a copy of the City's Investment Policy shall be sent to CDAIC annually.

## **POLICY REVIEW**

This investment policy and guidelines shall be adopted by resolution of the City Council on an annual basis after being reviewed to ensure its consistency with the overall objectives of preservation of principal, liquidity, and yield, and its relevance to current law and financial and economic trends.



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** SEPTEMBER 19, 2007  
**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, DIRECTOR *GW*

**SUBJECT:** RESOLUTION NO. 2007-6535 – APPROVAL OF AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH REGARDING THE ALLOCATION OF FUNDS FOR THE PALM AND CARNATION AVENUE STREET ENDS PROJECT

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**BACKGROUND:**

On July 19, 1995, the San Diego Unified Port District (the "Port") entered into a Memorandum of Understanding (MOU) with the City of Imperial Beach (the "City") which outlined a Tidelands Capital Improvement Program. Since that time, the Port and the City have, on occasion, agreed informally to amend the MOU by reallocating funds between projects in order to fund City priority projects. Two of the projects contained in this Capital Improvement Program are the Palm Avenue and Carnation Avenue Street End Projects.

The Palm Avenue Street End project (MF 461/CP 99-05/SPR 99-05/DRC 99-08/EIA 99-11) was originally approved by the City Council on November 1, 2000 (Resolution No. 2000-5318). Prior to this decision, both the Palm Avenue Street End and the Carnation Avenue Street End projects were reviewed and recommended for approval by the Tidelands Advisory Committee on May 3, 1999 and by the Design Review Board on May 25, 1999. The Palm Avenue Street End coastal permit decision was appealed by Nancy Schmidt (on November 9, 2000) and by the Surfrider Foundation (on November 17, 2000) to the California Coastal Commission (A-6-IMB-00-186). At the Commission hearing on March 13, 2001, the California Coastal Commission determined that no substantial issue existed with respect to the appeal and sustained the City's approval of the coastal development permit.

A legal challenge to this decision was filed (GIC 771379: Nancy Schmidt v. City of Imperial Beach et San Diego Unified Port District) in Superior Court Department 75 which was heard and tentatively ruled upon on August 17, 2001. The Court granted the petitioner's writ of mandate and determined that a fair argument had been raised that the Mitigated Negative Declaration for the Palm Avenue project prepared in October of 1999 was not adequate in addressing potentially significant environmental effects that could result from the project, including potentially significant cumulative effects on the Western snowy plover from the Carnation Avenue Street End project (which had not yet been scheduled for consideration by the City

Council). An Environmental Impact Report was required to be prepared pursuant to the California Environmental Quality Act (CEQA).

On July 12, 2006, Judge Linda B. Quinn granted the Port and City of Imperial Beach's Request for release from the Writ of Mandate dated May 20, 2004 and the additional requirements described in the opinion of the District Court of Appeal dated May 6, 2005. The Judge further ruled that the Port and City of Imperial Beach had adequately analyzed the impact of cumulative projects and that each of the EIR Appendices adequately analyzed the environmental impacts as mandated by the Writ and the District Court of Appeal.

On August 16, 2006, the City of Imperial Beach approved Amendment No. 1 to the MOU which modified the funding allocations to the project. This was due to the length of time that past between the original approval of the MOU, together with increased construction costs that were incurred during the preparation and legal defense of the EIR.

#### **DISCUSSION:**

Since the approval of Amendment No. 1 to the MOU, much time has been expended in construction document preparation as well as attempting to maintain the \$500,000 Clean Water Initiative Grant. Current remaining funding allocated to the Palm Avenue Street End Project is \$2,059,813. The City of Imperial Beach was subsequently granted an increased amount of California State Water Resource Board Clean Water Initiative funding in an amount not to exceed \$1,190,667. The current estimated cost to implement the Palm Avenue project is now \$3,600,000, which exceeds the available MOU balance and the grant funding by \$349,520. The City of Imperial Beach has, through its Port Commissioner, Mike Bixler, requested that the Port cover this deficit funding to construct the Palm Avenue Street End portion of the project. Otherwise, the Imperial Beach Redevelopment Agency would likely need to provide these additional funds unless additional grant funds are secured. In order to reflect the new costs and grant amount, a second amendment to the MOU if necessary.

#### **ENVIRONMENTAL IMPACT:**

There is no direct environmental impact with this action.

#### **FISCAL IMPACT:**

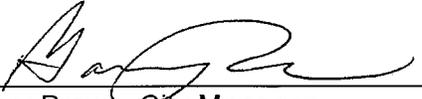
According to the most recent estimates provided by Port staff, funds up to an estimated amount of approximately \$349,520 may need to be allocated to the Palm Avenue Street End Project in order for this portion of the project to be constructed. Funding sources to cover this budget shortfall could include redevelopment tax increment, Port District funds or shifting redevelopment funds from an already budgeted redevelopment project.

#### **DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2007-6535 approving Amendment No. 2 to the Memorandum of Understanding between the San Diego Unified Port District and the City of Imperial Beach for various Capital Improvements including the Palm and Carnation Street End Improvement Projects.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



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Gary Brown, City Manager

Attachments:

1. Agreement for Amendment No. 2 to the Memorandum of Understanding
2. Resolution No. 2007-6535
3. Original MOU with supporting documents
4. Amendment No. 1 with supporting documents

**AGREEMENT FOR AMENDMENT OF MEMORANDUM OF UNDERSTANDING  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District"), and THE CITY OF IMPERIAL BEACH, a municipal corporation, ("City");

**WITNESSETH:**

**WHEREAS**, The District and City, entered into a Memorandum of Understanding Between the San Diego Unified Port District and the City of Imperial Beach dated July 19, 1995, ("MOU"), which MOU is on file in the District Clerk's office bearing Document No. 33006; and

**WHEREAS**, The District and City, entered into an Agreement for Amendment of Memorandum of Understanding, Amendment No. 1, dated September 13, 2006, which Amendment is on file in the District Clerk's office bearing Document No. 51035; and

**WHEREAS**, The District and the City agreed to a Tidelands Capital Improvement Program as described in Exhibit "A" of said MOU; and

**WHEREAS**, the City has assigned top priority to the Palm Avenue Street End Improvement Project and all remaining funding plus any remaining interest (BCI) has been transferred to the Palm Avenue project IB1023GC; and

**WHEREAS**, The City has relinquished California State Water Resource Board funding under the Proposition 13 Clean Beaches Initiative Grant Program in the amount of \$500,000 for construction of the Storm Water Diversion System on Palm Avenue, a component of the Palm Avenue Street End Improvement Project; and

**WHEREAS**, The City has been awarded California State Water Resource Board funding under the Proposition 50 Clean Beaches Initiative Grant Program in an amount not to exceed \$1,190,667 for the construction of the Palm Avenue Low Flow Urban Runoff Diversion Project, a component of the Palm Avenue Street End Improvement Project; and

**WHEREAS**, as of June 30, 2007 remaining funding for the MOU projects total \$2,059,813; and

**WHEREAS**, the estimated cost to implement the Palm Avenue Street End Improvement project is \$3,600,000, which may not be adequately funded by the available MOU balance and grant funding.

**NOW THERETOFORE**, said MOU is hereby amended in the following respects and no others, and except as expressly amended, all terms, covenants, and conditions of the MOU shall remain in full force and effect:

1. Subject to disbursement of Clean Beaches Initiative Grant Program funds from the state, the City transfers and the District accepts and dedicates said state grant funding in an amount not to exceed \$1,190,667 to be used for the construction of the Palm Avenue Low Flow Urban Runoff Diversion Project, a component of the Palm Avenue Street End Improvement Project. The foregoing grant funds shall be used only on the Palm Avenue Low Flow Urban Runoff Diversion Project.
2. The Palm Avenue Street End Improvement Project is subject to the disbursement of funds under the MOU and shall be subject to available cash flow.
3. The District and the City shall endeavor to identify additional funds to implement the Palm Avenue Street End Improvement Project. If construction bids exceed the available funding, the District and the City shall cooperate in modifying the project design such that construction of improvements may proceed.
4. The District shall assist the City with preparing the project progress reports that the state requires as a condition of the award of grant funding.
5. The City may make adjustments to the storm drain design within the limits of Palm Avenue consistent with the overall intent of the certified Palm and Carnation Avenues Street End

Improvement Project Environmental Impact Report. Funding for the construction costs for these adjustments shall be the responsibility of the City.

- 6. This Amendment No. 2 constitutes the District's and City's entire agreement and understanding with respect to all matters referred to in this Amendment No. 2. There are no representations, agreements, understandings or covenants between the parties relating to the subject matter of this Amendment No. 2, except as specifically set forth in this Amendment No. 2. This Amendment No. 2 integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any and all prior versions or drafts of this Amendment No. 2 and all discussions and negotiations preceding it. No amendment or modification of this Amendment No. 2 shall be effective unless expressly set forth in writing and executed by the parties.

Following execution by both parties, this Amendment No. 2 shall become effective \_\_\_\_\_, 2007.

Port Attorney

SAN DIEGO UNIFIED PORT DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

City Attorney

CITY OF IMPERIAL BEACH

By: \_\_\_\_\_

By \_\_\_\_\_

Signature

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

**RESOLUTION NO. 2007-6535**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH REGARDING THE ALLOCATION OF FUNDS FOR THE PALM AND CARNATION AVENUE STREET ENDS PROJECTS**

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

**WHEREAS**, on July 19, 1995, the San Diego Unified Port District (the "Port") entered into a Memorandum of Understanding (MOU) with the City of Imperial Beach (the "City") which is on file in the City Clerk's office bearing Document No. 33006; and

**WHEREAS**, pursuant to the MOU, the Port and the City agreed to a Tidelands Capital Improvement Program as described in Exhibit "A" of said MOU; and

**WHEREAS**, the Port and Imperial Beach have, from time to time, agreed informally to amend the MOU by reallocating funds between projects in order to fund City priority projects; and

**WHEREAS**, two of the projects identified in the Capital Improvement Program are the Palm Avenue and Carnation Avenue Street End Improvement Projects; and

**WHEREAS**, on August 16, 2006, the City Council and Port approved Amendment No. 1 to the MOU adjusting the allocation of funds for the Palm Avenue portion of the Palm and Carnation Avenue Street End Improvement Projects; and

**WHEREAS**, the City of Imperial Beach as applied for and been granted California State Water Resource Board funding under the Clean Water Initiative in the amount of \$1,190,667 for reconstruction of the Storm Water Diversion System on Palm Avenue, a portion of the Palm Avenue Street End Project; and

**WHEREAS**, current (June 30, 2007) remaining funding for the MOU projects total \$2,059,813; and

**WHEREAS**, remaining City priority projects include street end improvements for the Palm Avenue and Carnation Avenue street ends; and

**WHEREAS**, the City has assigned top priority to the Palm Avenue Street End Improvement Project. The estimated cost to implement this project is \$3,600,000, which exceeds the available MOU balance and grant funding by \$349,520.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach that the MOU is hereby amended as follows:

1. Subject to disbursement of Clean Beaches Initiative Grant Program funds from the state, the City transfers and the District accepts and dedicates said state grant funding in an amount not to exceed \$1,190,667 to be used for the construction of the Palm Avenue Low Flow Urban Runoff Diversion Project, a

component of the Palm Avenue Street End Improvement Project. The foregoing grant funds shall be used only on the Palm Avenue Low Flow Urban Runoff Diversion Project.

- 2. The Palm Avenue Street End Improvement Project is subject to the disbursement of funds under the MOU and shall be subject to available cash flow.
- 3. The District and the City shall endeavor to identify additional funds to implement the Palm Avenue Street End Improvement Project. If construction bids exceed the available funding, the District and the City shall cooperate in modifying the project design such that construction of improvements may proceed.
- 4. The District shall assist the City with preparing the project progress reports that the state requires as a condition of the award of grant funding.
- 5. The City may make adjustments to the storm drain design within the limits of Palm Avenue consistent with the overall intent of the certified Palm and Carnation Avenues Street End Improvement Project Environmental Impact Report. Funding for the construction costs for these adjustments shall be the responsibility of the City.
- 6. This Amendment No. 2 constitutes the District's and City's entire agreement and understanding with respect to all matters referred to in this Amendment No. 2. There are no representations, agreements, understandings or covenants between the parties relating to the subject matter of this Amendment No. 2, except as specifically set forth in this Amendment No. 2. This Amendment No. 2 integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any and all prior versions or drafts of this Amendment No. 2 and all discussions and negotiations preceding it. No amendment or modification of this Amendment No. 2 shall be effective unless expressly set forth in writing and executed by the parties.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19<sup>th</sup> day of September 2007, by the following roll call vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>	
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	
<b>DISQUALIFIED:</b>	<b>COUNCILMEMBERS:</b>	<b>MCCOY, WINTER (DUE TO POTENTIAL CONFLICTS OF INTEREST)</b>

\_\_\_\_\_  
**JIM JANNEY, MAYOR**

**ATTEST:**

*Jacqueline M. Hald*  
\_\_\_\_\_  
**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. 2007-6535 – A Resolution of the City Council of the City of Imperial Beach, California, APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH REGARDING THE ALLOCATION OF FUNDS FOR THE PALM AND CARNATION AVENUE STREET ENDS PROJECTS.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT**  
**AND THE CITY OF IMPERIAL BEACH**

**RECITALS:**

- A. The San Diego Unified Port District (Port District) and The City of San Diego entered into a Memorandum of Understanding concerning the expansion of the San Diego Convention Center.
- B. The Port District has agreed to contribute on an annual basis 4.5 Million Dollars for a period of Twenty (20) Years or for the life of the debt obligations created to finance that expansion, whichever is the shorter period.
- C. The Port District has also agreed to reimburse The City of San Diego for certain consultant and associated planning and design contract costs associated with the expansion at a rate not to exceed 4.5 Million Dollars per year, however, the Port District will be reimbursed for those costs either out of proceeds of the proposed sale of bonds or will deduct those costs from the amount the Port District is to contribute as provided in Recital B, above.
- D. At the time the decision was made to contribute the 4.5 Million Dollars in annual payments, the Board of Port Commissioners (Board) recognized and committed to the expenditure of approximately 63 Million Dollars for tidelands capital improvement program projects scheduled to be completed over the next Seven (7) Years (9 Million Dollars per year) and located within the City limits of the Port

District member Cities of National City, Chula Vista, Imperial Beach and Coronado. This Memorandum of Understanding is in furtherance of that commitment to encumber annually 9 Million Dollars for Seven (7) consecutive fiscal year periods for construction of said projects as shown in the San Diego Unified Port District Tidelands Capital Improvement Program adopted by the Board on April 26, 1994.

- E. The Capital Improvement Program Ad Hoc Committee of the Board reported to the Board and recommended adoption of a Tidelands Capital Improvement Program, including setting aside 9 Million Dollars annually for the projects referred to in Recital D, above, and an annual contribution for expansion of the San Diego Convention Center which under no circumstances shall exceed 4.5 Million Dollars annually.
- F. The Board approved the Ad Hoc Committee's report and recommendations on April 26, 1994, and later authorized the Memorandum of Understanding with The City of San Diego dated June 21, 1994, concerning expansion of the San Diego Convention Center.

**NOW, THEREFORE, Port District and the City of Imperial Beach (City) agree:**

- 1. The Port District shall annually set aside as restrictive reserves 9 Million Dollars for a period of Seven (7) consecutive Fiscal Years commencing with the Fiscal Year 1995, which begins July 1, 1994, and concludes June 30, 1995. The parties acknowledge that 9 Million Dollars has been so set aside and encumbered for the Fiscal Year 1995.

2. The 9 Million Dollars set aside annually shall be expended for Port District projects to be completed in the Port District members cities of National City, Chula Vista, Imperial Beach and Coronado, as shown in the Tidelands Capital Improvement Program (CIP) adopted by the Board on April 26, 1994, and as may be revised or replaced by any subsequently adopted CIP from time to time, for the Fiscal Years of 1995 thorough 2001. A summary of the present proposed CIP expenditures is attached hereto as Exhibit A and by this reference made a part hereof.
3. City may in the future, for projects shown in the CIP which are located in the limits of City, request changes to any such projects or their time schedule or may propose a different project than those so shown, and no such change or different project shall affect the level of reserves set aside for CIP projects or the 9 Million Dollar annual set aside for the said Seven (7) Fiscal Years.
4. In the event the Port District determines to change or in any way increase its obligations to The City of San Diego beyond the present 4.5 Million Dollar annual contribution as particularly provided in the Memorandum of Understanding between those parties, including the Port District's present right of reimbursement, the written documents between the Port District and The City of San Diego or any other party, shall expressly

provide that prior to any such obligation or increase in any annual contribution becoming legally effective or due and payable, the Board shall first set aside the annual 9 Million Dollars for the projects as provided for and in accordance with Paragraph 2, above, and then at its absolute discretion determine in accordance with Port District policy and practices the amount, if any, of available funds to pay any such increase and the amount so determined shall be used and shall be payment in full of such increase.

5. Notwithstanding any other provision in this MOU, the 9 Million Dollar annual set-aside may be changed or otherwise expended from time to time if the Board makes a finding that because of an emergency or fiscal crisis there is a need for all or part of these funds to be expended for the repair, operation, maintenance or development of Port District infrastructures critical and paramount to the operation of the Port District.
6. This Memorandum of Understanding is made for the benefit of the Port District and City only and not for the benefit of any third party. There are no other parties to this Memorandum of Understanding, express or

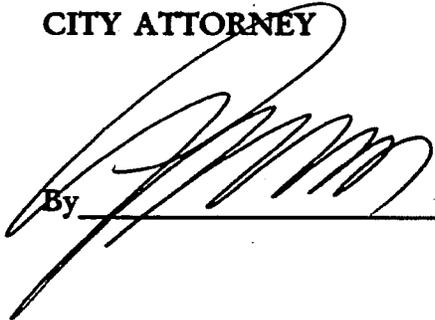
implied, direct, indirect or ostensible. The Port District and City agree and state that it is not their intent to create any third party beneficiaries to this Memorandum of Understanding for any purpose.

DATED: July 19th, 1995.

JOSEPH D. PATELLO  
PORT ATTORNEY



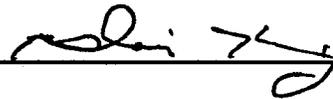
CITY ATTORNEY

By 

SAN DIEGO UNIFIED PORT DISTRICT

By   
ASSISTANT Port Director

THE CITY OF IMPERIAL BEACH

By   
City Manger

SUMMARY OF TIDELANDS CAPITAL IMPROVEMENT PROGRAM EXPENDITURES  
 FISCAL YEARS 1995 THROUGH 2004  
 (Fiscal Year 1995 Begins July 1, 1994)

Estimates in 1994 Dollars (000)

	To Date	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	10-Yr. Total	Offset	Future	Total
CHULA VISTA	160	1,300	2,960	1,220	3,030	5,770	0	0	0	0	0	14,280			14,440
CORONADO	10	370	1,010	1,030	0	515	0	0	0	0	0	2,925			2,935
IMPERIAL BEACH	478	2,790	4,000	450	570	1,770	1,460	450	0	0	0	11,490			11,968
NATIONAL CITY	6,050	1,230	5,800	3,860	7,600	2,780	5,400	1,895	4,800	0	0	33,365	3,000		42,415
SAN DIEGO	1,160	6,134	7,434	10,644	6,944	11,424	14,744	9,764	3,164	4,234	1,194	75,680	8,000	46,000	130,840
<b>TOTAL:</b>	<b>7,858</b>	<b>11,824</b>	<b>21,204</b>	<b>17,204</b>	<b>18,144</b>	<b>22,259</b>	<b>21,604</b>	<b>12,109</b>	<b>7,964</b>	<b>4,234</b>	<b>1,194</b>	<b>137,740</b>	<b>11,000</b>	<b>46,000</b>	<b>202,598</b>

EXHIBIT A

TIDELANDS CAPITAL IMPROVEMENT PROGRAM - FISCAL YEARS 1995 THROUGH 2004

(Fiscal Year 1995 Begins July 1, 1994)

MEMBER CITY: CHULA VISTA

Estimates in 1994 Dollars (000)

Proj. #	Description	To Date	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	10-Yr. Total	Offset	Future	Total
CV10036C	Nautical Activity Center	160	300	2,540	1,020								3,860			4,020
CV10066C	<u>Nature Interpretive Center Sewater System</u>			250									250			250
CV12016C	Realtgn Access Channel, Chula Vista			170	200	3,030							3,400			3,400
CV10106C	Marina Parkway Realignment @ G Street						770						770			770
CV10056C	<u>Chula Vista City Property Acquisition</u>		1,000				5,000						6,000			6,000
	<b>CHULA VISTA TOTAL</b>	160	1,300	2,960	1,220	3,030	5,770	0	0	0	0	0	14,280	0	0	14,440

Projects requested by others within District Tidelands are shown in **BOLD** type. Projects requested by others located outside Tidelands are shown in **BOLD** type and underlined.

TIDELANDS CAPITAL IMPROVEMENT PROGRAM - FISCAL YEARS 1995 THROUGH 2004

(Fiscal Year 1995 Begins July 1, 1994)

MEMBER CITY: CORONADO

Estimates in 1994 Dollars (000)

Proj. #	Description	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	10-Yr. Total	Offset	Future	Total
CO12756C	Coronado Ferry Landing Float	10	260										250			260
CO12406C	<u>Blarletta Bay Linear Park</u>		120	1,010	1,030								2,160			2,160
CO10156C	Riprap Shoreline, East Island, Near Coronado Cays						515						515			515
	CORONADO TOTAL	10	370	1,010	1,030	0	515	0	0	0	0	0	2,925	0	0	2,935

Coronado requested projects located outside Tidelands are shown in GOLD type and underlined.

EXHIBIT A

TIDELANDS CAPITAL IMPROVEMENT PROGRAM - FISCAL YEARS 1995 THROUGH 2004

(Fiscal Year 1995 Begins July 1, 1994)

MEMBER CITY: IMPERIAL BEACH

Estimates in 1994 Dollars (000)

Proj. #	Description	To Date	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	10-Yr. Total	Offset	Future	Total
1812206C	Expand/Develop Dunes Park	100	765										765			865
1810236C	Street-ends - Palms Ave. & Imperial Beach Blvd. only		500										1,000			1,000
1810216C	Pier Plaza - Comfort Facilities		275										275			275
1810196C	Beach Parking Facility	378	1,250										4,250			4,628
1812316C	Street Ends - Eleven Locations				450	450	450	450	450				2,250			2,250
1812216C	Construct Pier Saddle Platforms					120	1,320	1,010					2,450			2,450
1812276C	Develop Green Belt Around South Part of San Diego Bay												500			500
	IMPERIAL BEACH TOTAL	478	2,790	4,000	450	570	1,770	1,460	450	0	0	0	11,490	0	0	11,968

Projects requested by others located within District Tidelands are shown in BOLD type. Projects requested by others located outside Tidelands are shown in BOLD type and underlined.

TIDELANDS CAPITAL IMPROVEMENT PROGRAM - FISCAL YEARS 1995 THROUGH 2004

(Fiscal Year 1995 Begins July 1, 1994)

MEMBER CITY: NATIONAL CITY

Estimates in 1994 Dollars (000)

Proj. #	Description	To Date	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	10-Yr. Total	Offrac	Future	Total
NC1026GC	<u>National City Marina Development</u>	6,000	100	500	2,660								3,260	3,000		12,260
NC1184MC	Extend Wharf, West Face, National City Marine Terminal	50	500	4,300	300	5,100	400	4,300	400	4,300			19,600			19,650
NC1217GC	<u>19th Street Improvements</u>		430										430			430
NC1214GC	<u>Harrison Avenue Extension</u>		200	1,000	900	1,650	1,830						5,580			5,580
NC1027GC	<u>Harbor Drive Connection (Harbor Dr. &amp; Tidelands Ave.)</u>					850	550	1,100	1,020				3,520			3,520
NC1034MC	Security System for National City Marine Terminal								445				445			445
NC1216GC	<u>Tidelands Avenue Surface Improvements</u>								30	500			530			530
	<b>NATIONAL CITY TOTAL</b>	6,050	1,230	5,800	3,860	7,600	2,780	5,400	1,895	4,800	0	0	33,365	3,000	0	42,415

Projects requested by others located within District Tidelands are shown in BOLD type. Projects requested by others located outside District Tidelands are shown in BOLD type and underlined.

EXHIBIT A

(1)

REFERENCE  
COPY  
33006

SAN DIEGO UNIFIED PORT DISTRICT

ORDINANCE 1758

AN ORDINANCE AUTHORIZING  
MEMORANDA OF UNDERSTANDING  
WITH THE CITIES OF CHULA VISTA,  
CORONADO, IMPERIAL BEACH AND NATIONAL CITY

The Board of Port Commissioners of the San Diego Unified Port District does ordain as follows:

Section 1. The Port Director or his authorized representative is hereby authorized and directed to execute, on behalf of the District, Memoranda of Understanding with the Cities of Chula Vista, Coronado, Imperial Beach and National City to provide for the set aside of funds for a period of Seven (7) consecutive years commencing with Fiscal year 1995, which begins July 1, 1994, and concludes June 30, 1995, said funds to be expended for District projects in accordance with the terms, covenants and conditions contained in said Memoranda of Understanding, on file in the office of the District Clerk as Documents No. 33004 , 33005 , 33006 , and 33007 , respectively.

Section 2. This ordinance shall take effect on the 31st day from its publication.

Presented By: DONALD E. HILLMAN, JR.,  
Acting Port Director

By Bruce Hollingsworth  
ASSISTANT PORT DIRECTOR

Approved: JOSEPH D. PATELLO, Port Attorney

J. Patello

Put

REFERENCE  
CITY  
33006

(2)

**RESOLUTION NO. 95-4519**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO UNIFIED PORT DISTRICT (PORT DISTRICT) WITH REGARDS TO AN ANNUAL SET ASIDE OF RESTRICTIVE RESERVES.**

**WHEREAS, the San Diego Unified Port District (Port District) and the City of San Diego entered into a Memorandum of Understanding concerning the expansion of the San Diego Convention Center; and**

**WHEREAS, the Port District has agreed to contribute on an annual basis 4.5 Million Dollars for a period of Twenty (20) Years or for the life of the debt obligations created to finance that expansion, whichever is the shorter period; and**

**WHEREAS, the Port District has also agreed to reimburse the City of San Diego for certain consultant and associated planning and design contract costs associated with the expansion at a rate not to exceed 4.5 Million Dollars per year, however, the Port District will be reimbursed for those costs either out of proceeds of the proposed sale of bonds or will deduct those costs from the amount the Port District is to contribute as provided in second recital above; and**

**WHEREAS, at the time the decision was made to contribute the 4.5 Million Dollars in annual payments, the Board of Port commissioners (Board) recognized and committed to the expenditure of approximately 63 Million Dollars for tidelands capital improvement program projects scheduled to be completed over the next Seven (7) Years (9 Million Dollars per year) and located within the City limits of the Port District member Cities of National City, Chula Vista, Imperial Beach and Coronado. This Memorandum of Understanding is in furtherance of that commitment to encumber annually 9 Million Dollars for Seven (7) consecutive fiscal year periods for construction of said projects as shown in the San Diego Unified Port District Tidelands Capital Improvement Program adopted by the Board on April 26, 1994; and**

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial Beach, that the City Manager is authorized to execute this Memorandum of Understanding with the Port District.**

REFERENCE  
COPY  
33006

Resolution No. 95-4519  
Page 2

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 5th day of July, 1995, by the following roll call vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>	<b>HASKINS, ROSE, BIXLER, HALL</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	<b>BENDA</b>

**APPROVED:**

*Michael Bixler*  

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**MICHAEL BIXLER, MAYOR**

**ATTEST:**

*Lori Anne Peoples*  

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**LORI ANNE PEOPLES, CITY CLERK**

(3)

San Diego Unified Port District

Document No. 51035Filed SEP 13 2006  
Office of the District ClerkAGREEMENT FOR AMENDMENT OF MEMORANDUM OF UNDERSTANDING  
AMENDMENT NO. 1

THIS AMENDMENT NO.1, made and entered into this 13th day of September, 2006, by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District"), and THE CITY OF IMPERIAL BEACH, a municipal corporation, ("City");

## WITNESSETH:

WHEREAS, The District and City, entered into a Memorandum of Understanding Between the San Diego Unified Port District and the City of Imperial Beach dated July 19, 1995, ("MOU"), which MOU is on file in the District Clerk's office bearing Document No. 33006; and

WHEREAS, The Port and Imperial Beach agreed to a Tidelands Capital Improvement Program as described in Exhibit "A" of said MOU.

WHEREAS, the Port and Imperial Beach have, from time to time, agreed informally to amend the MOU by reallocating funds between projects in order to fund City priority projects; and

WHEREAS, one of the projects identified in the Capital Improvement Program is the Palm Avenue Street End Improvement Project.

WHEREAS, The City of Imperial Beach has applied for and been granted California State Water Resource Board funding under the Clean Beaches Initiative in the amount of \$500,000 for reconstruction of the Storm Water Diversion System on Palm Avenue, a component of the Palm Avenue Street End Project.

WHEREAS, current (August 8, 2006) remaining funding for the MOU projects total \$2,125,125; and

**ORIGINAL**

WHEREAS, remaining City priority projects include street improvements for the Palm Avenue Street End and Carnation Avenue Street End; and

WHEREAS, the City of Imperial Beach has assigned top priority to the Palm Avenue Street End Improvement Project. The estimated cost to implement the Palm Avenue project is \$2,635,800, which exceeds the available MOU balance and grant funding by \$10,675.

NOW THERETOFORE, said MOU is hereby amended in the following respects and no others, except as expressly amended, all terms, covenants, and conditions of the MOU shall remain in full force and effect:

1. The MOU is hereby amended by transferring all remaining funding plus any remaining interest (BCI) to the Palm Avenue project IB1023GC.
2. Subject to Disbursement of funds from the state, the City transfers and the District accepts and dedicates the State Water Resource Board grant funding under the Clean Beaches Initiative in the amount of \$500,000 for reconstruction of the Storm Water Diversion System on Palm Avenue Street End Project.
3. The Palm Avenue Street End project is subject to the disbursement of funds under the MOU and shall be subject to available cash flow.
4. The Carnation Avenue Street End project estimated at \$1,009,700 is pending and currently has no available funds.
5. This Amendment 1 constitutes the District's and City's entire agreement and understanding with respect to all matters referred to in this Amendment No.1. There are no representations, agreements, understandings or covenants between the parties relating to the subject matter of this Amendment No.1, except as specifically set forth in this Amendment No.1. This Amendment No.1 integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any and all prior versions or drafts of this Amendment No.1 and all discussions and negotiations preceding it. No amendment or modification of this Amendment No.1 shall be effective unless expressly set forth in writing and executed by the parties.

Following execution by both parties, this Amendment No.1 shall become effective September 13th, 2006.

Port Attorney

By *[Handwritten Signature]*

SAN DIEGO UNIFIED PORT DISTRICT

By *[Handwritten Signature]*  
ANNETTE M. DAHL  
ACTING DIRECTOR, REAL ESTATE

City Attorney

By: *[Handwritten Signature]*

CITY OF IMPERIAL BEACH

By *[Handwritten Signature]*  
Signature

PRINT NAME: *[Handwritten Name]*

PRINT TITLE: *[Handwritten Title]*

Document No. 196280

**SAN DIEGO UNIFIED PORT DISTRICT**

**ORDINANCE 2412**

**AN ORDINANCE AMENDING  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT  
AND THE CITY OF IMPERIAL BEACH**

**WHEREAS, pursuant to Ordinance 1758, adopted on 20 June 1995, the Board of Port Commissioners of the San Diego Unified Port District (District) authorized a Memorandum of Understanding (MOU) with The City of Imperial Beach to provide for the set aside of funds, said MOU is on file in the office of the District Clerk as Document No. 33006; and**

**WHEREAS, the amount of funds currently remaining under said MOU is Two Million One Hundred Twenty Five Thousand One Hundred Twenty Five Dollars (\$2,125,125.00); and**

**WHEREAS, subject to disbursement of funds from the State of California, the City of Imperial Beach has transferred, and the District has accepted, the sum of Five Hundred Thousand Dollars (\$500,000.00) received from the State Water Resource Board grant funding for reconstruction of the Storm Water Diversion System on the proposed Palm Avenue Street End Improvement Project; and**

**WHEREAS, the City of Imperial Beach has assigned top priority to said proposed Palm Avenue Street End Improvement Project, which is estimated to cost Two Million Six Hundred Thirty Five Thousand Eight Hundred Dollars (\$2,635,800.00), which exceeds available MOU funds by Ten Thousand Six Hundred Seventy Five Dollars (\$10,675.00) (i.e., Two Million One Hundred Twenty Five Thousand One Hundred Twenty Five Dollars [\$2,125,125.00], plus Five Hundred Thousand Dollars [\$500,000.00], equals Two Million Six Hundred Twenty Five Thousand One Hundred Twenty Five Dollars [\$2,625,125.00]); and**

WHEREAS, the District and the City of Imperial Beach desire to enter into an amendment to said MOU to transfer all remaining funding under said MOU, plus any remaining interest, to said proposed Palm Avenue Street End Improvement Project, NOW, THEREFORE,

The Board of Port Commissioners of the San Diego Unified Port District does ordain as follows:

Section 1. That the Memorandum of Understanding dated July 19, 1995, between the San Diego Unified Port District and the City of Imperial Beach is hereby amended in accordance with Agreement for Amendment of Memorandum of Understanding, Amendment No. 1, on file in the office of the District Clerk.

Section 2. The proposed Palm Avenue Street End Project is subject to the disbursement of funds under said MOU and shall be subject to available cash flow.

Section 3. This ordinance shall take effect on the 31st day from its passage by the Board of Port Commissioners.

sw  
9/5/06

**SAN DIEGO UNIFIED PORT DISTRICT**

**DATE:** September 5, 2006

**SUBJECT: ORDINANCE AUTHORIZING AMENDMENT NO. 1 TO THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT  
AND CITY OF IMPERIAL BEACH**

**EXECUTIVE SUMMARY:**

On July 19, 1995, the District entered into Memorandums of Understanding (MOU) with the cities of Chula Vista, Coronado, Imperial Beach, and National City, to provide funds to construct capital improvement projects on the tidelands in those cities. Included in the Imperial Beach MOU is the Palm Avenue Street End Improvements Project. These improvements include a Storm Water Diversion System (SWDS), which has been previously approved by the Board (CDP project IB1023GC, Palm Avenue Street Ends Improvements).

The City of Imperial Beach has assigned top priority to the Palm Avenue Street End Improvements Project and has agreed to the transfer of all remaining funds in the MOU to this project (\$2,125,125). A grant of \$500,000 has been secured through the California State Water Resource Board bringing total available funds to \$2,625,125.

The total cost of the Palm Avenue Street End Improvements Project is estimated at \$2,635,800. If the MOU is amended as requested and state grant funds obtained, there will be a funding shortfall of \$10,625 to complete the project as designed. Therefore, staff anticipates that the project will be phased with the Storm Water Diversion System being the first phase. Landscape and hardscape work will follow as funding becomes available. All other projects in the MOU, including the Carnation Avenue Street End Project, will remain pending until new funds can be identified.

**RECOMMENDATION:**

Adopt Ordinance authorizing Amendment No. 1 to the Memorandum of Understanding between the District and City of Imperial Beach.

**FISCAL IMPACT:**

This action would reallocate existing funds in the MOU. There is no fiscal impact anticipated except should the Palm Avenue Street End Improvements Project proceed, the District will receive a \$500,000 grant through the State Water Resource Board.

**DISCUSSION:**

The City of Imperial Beach has designated the Palm Avenue Street End Improvements Project a top priority. In response, the District and City have negotiated an amendment to the Imperial Beach MOU. Under this amendment, all available remaining funding in the MOU will be transferred to the Palm Avenue Street End Improvements Project (Board approved CDP project IB1023GC). The design for the project has been completed and includes a Storm Water Diversion System (SWDS). The City of Imperial Beach has applied for and been granted California State Water Resource Board funding under the Clean Water Initiative in the amount of \$500,000 (Project #01-229-550) for reconstruction of the SWDS on Palm Avenue. When completed, the Palm Avenue Street End Improvements Project will provide a SWDS, landscape and hardscape improvements including artist designed tile and ironwork.

The cost of the total project is currently estimated at \$2,635,800. Available funding including the State grant is \$2,625,125, resulting in a shortfall of \$10,675 to complete the project as currently designed. However, rather than delay the project, staff recommends a phased approach starting with the Storm Water Diversion System as the first phase. As funds become available, the remaining landscape and hardscape work would be executed in following phases.

**Port Attorney's Comments:**

The Port Attorney has reviewed and approved the requested document for form and legality.

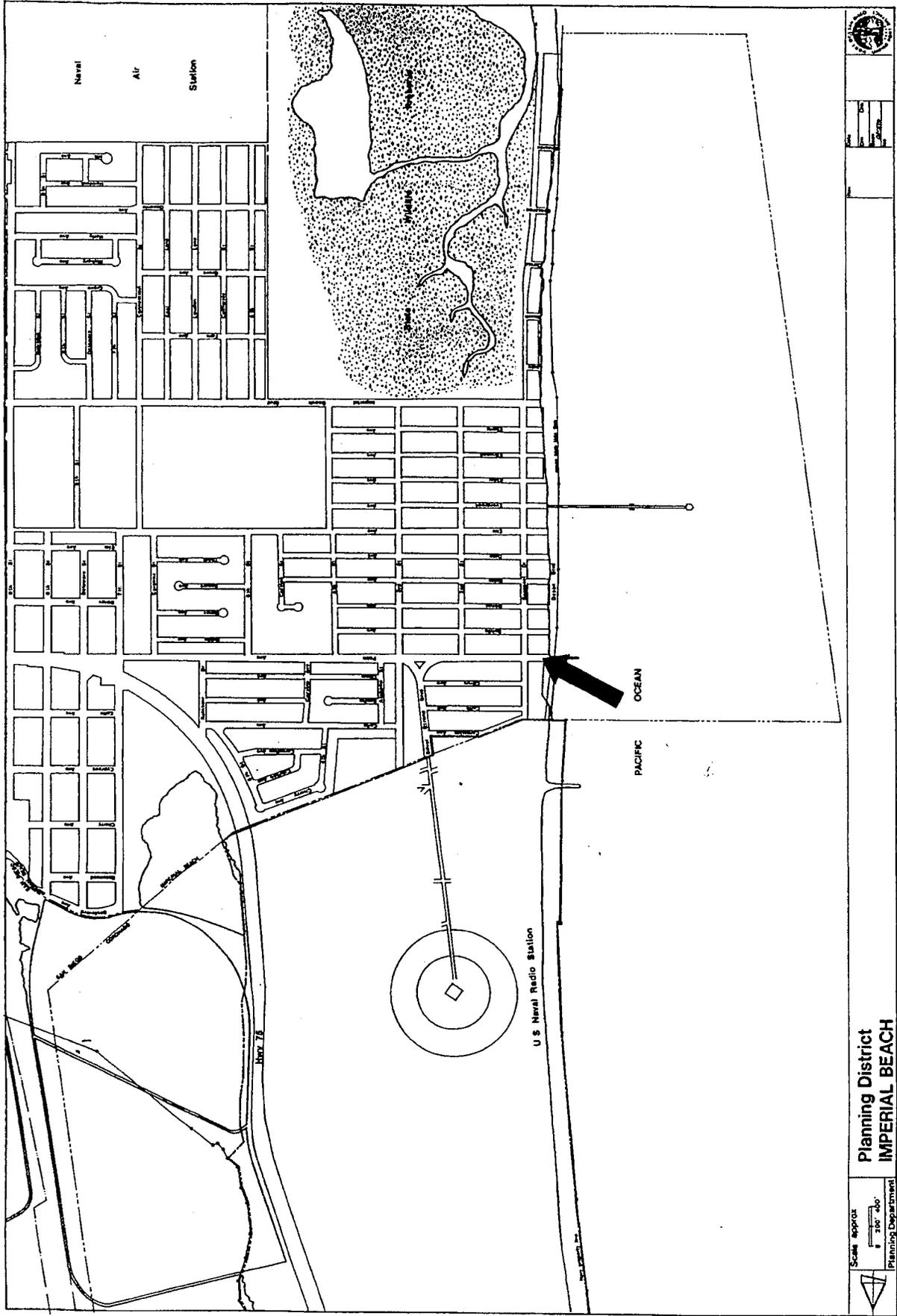
**Environmental Review:**

This proposed Board action is not subject to CEQA, as amended.

**Equal Opportunity Program:**

Not applicable.

**PREPARED BY:** Richard J. Gannon, Asset Manager  
Robert H. Amezquita, Architect - Real Estate



DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
SCALE: \_\_\_\_\_

Planning District  
IMPERIAL BEACH

Scale: Approx.  
1" = 200'  
Planning Department





## STAFF REPORT CITY OF IMPERIAL BEACH

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

MEETING DATE: September 19, 2007

ORIGINATING DEPT.: Charles L. Smith Jr. *CLSJr*  
Interim Finance Director

SUBJECT: CASH AND INVESTMENT REPORTS FOR THE QUARTER ENDED  
JUNE 30, 2007

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### **BACKGROUND:**

The attached reports summarize the City's cash and investment position at June 30, 2007. The reports include the pooled investments for all funds. The cash and investment total for the end of this period (2<sup>nd</sup> quarter of 2007) is \$44,114,140.

### **DISCUSSION:**

California law requires that staff submit an investment report to the City of Imperial Beach City Council within 30 days following the end of the quarter that consists of the following information:

- Type of investment or description
- Issuers (bank or institution)
- Date of maturity
- Dollar amount
- Interest rate
- Current market valuation as of the date of the report
- Source of the valuation of each investment

Additionally, a statement indicating the agency's ability, or lack thereof, to meet the next six (6) months cash flow requirements is required.

The source of market valuations has been quoted from documents received from the bank or institution that is the issuer of each of the investments. If staff did not receive this information from the bank or institution, market value has been listed as equal to the carrying amount.

The City of Imperial Beach invests most of its funds in government securities and in the California Treasurer's Local Agency Investment Fund (LAIF). LAIF is a liquid investment pool, which allows participants to earn market rate returns of large investments, while

retaining access to funds within 24 hours of a withdrawal request. The quarterly interest rates for LAIF for the quarter ended in June was 5.23%. Government securities consist of the following agency bonds:

- Federal Home Loan Bank ("FHLB")
- Federal National Mortgage Association ("Fannie Mae")

**FISCAL ANALYSIS:**

The City of Imperial Beach has sufficient investment liquidity and anticipated revenues available to meet the estimated expenditures for the next six months.

**DEPARTMENT RECOMMENDATION:**

It is respectfully requested that the City Council:

- (1) Receive and file the attached Quarterly Investment Reports for the quarter ending June 30, 2007

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown, City Manager

ATTACHMENT 1 Cash & Investment Schedule, Investment listing and Certification – June, 2007

Return to Agenda

City of Imperial Beach  
Investments  
As of 6/30/2007



Date of Purchase	Brokers Name	Cusip #	Investment Type	Book Value	Estimated Market Value	Unrealized Gain/Loss	Coupon Rate	Date of Maturity
6/28/2005	Wells Fargo	3133XCAM5	Agency	\$ 2,000,000.00	\$ 1,987,500.00	\$ (12,500.00)	4.15%	12/28/2007
6/6/2007	Brookstreet	3133XL6S7	Agency	\$ 2,000,000.00	\$ 1,991,880.00	\$ (8,120.00)	6.02%	6/6/2013
8/15/2005	Morg/Stan	3133XCWVO	Agency	\$ 1,000,000.00	\$ 998,440.00	\$ (1,560.00)	4.27%	8/15/2007
12/6/2006	CitiGrp Global Mkts	3133XBJQ9	Agency	\$ 1,500,000.00	\$ 1,485,945.00	\$ (14,055.00)	4.16%	4/18/2008
12/6/2006	CitiGrp Global Mkts	3133XDCC2	Agency	\$ 1,500,000.00	\$ 1,494,375.00	\$ (5,625.00)	4.15%	10/19/2007
10/16/2006	Merrill Lynch	3133XHFA5	Agency	\$ 2,500,000.00	\$ 2,485,150.00	\$ (14,850.00)	5.01%	10/16/2009
10/30/2006	Merrill Lynch	3133XHDQ2	Agency	\$ 3,000,000.00	\$ 2,993,430.00	\$ (6,570.00)	5.31%	4/30/2009
3/26/2007	CitiGrp Global Mkts	3133XKCD5	Agency	\$ 4,000,000.00	\$ 3,995,000.00	\$ (5,000.00)	5.20%	3/26/2008
<b>Subtotal - Federal Home Loan Bank</b>				<b>\$ 17,500,000.00</b>	<b>\$ 17,431,720.00</b>	<b>\$ (68,280.00)</b>		
10/3/2006	Brookstreet Securities	31359MY64	Agency	\$ 2,500,000.00	\$ 2,494,525.00	\$ (5,475.00)	5.13%	10/3/2008
10/2/2006	H&R Block	3136F7Q75	Agency	\$ 3,000,000.00	\$ 3,000,930.00	\$ 930.00	5.74%	8/3/2009
10/20/2006	Merrill Lynch	3135A0YW3	Agency	\$ 2,000,000.00	\$ 1,993,760.00	\$ (6,240.00)	5.02%	10/19/2009
<b>Subtotal - Federal National Mortgage Association</b>				<b>\$ 7,500,000.00</b>	<b>\$ 7,489,215.00</b>	<b>\$ (10,785.00)</b>		
<b>Total Investments as of December 2006</b>				<b>\$ 25,000,000.00</b>	<b>\$ 24,920,935.00</b>	<b>\$ (79,065.00)</b>	<b>5.09%</b>	



**THE CITY OF IMPERIAL BEACH**  
ADMINISTRATIVE SERVICES DEPARTMENT  
825 IMPERIAL BEACH BOULEVARD, IMPERIAL BEACH, CALIFORNIA 91932  
(619) 628-1365 Fax (619) 424-3481

I certify that the City of Imperial Beach treasurer's report is in conformance with the adopted City of Imperial Beach investment policy. The investment report accurately reflects all City of Imperial Beach investments as of June 30, 2007. To the best of my knowledge, sufficient investment liquidity and anticipated revenues are available to meet the City of Imperial Beach's estimated expenditures for the next six months.

*Charles L. Smith Jr.*

Charles L. Smith Jr.  
Interim Finance Director

*9/6/2007*

Date

**CITY OF IMPERIAL BEACH  
CASH AND INVESTMENT SCHEDULE  
June 30, 2007**

Date of Purchase	Broker's Name	Description	Investment Type	Face Value	Amortized Cost	Coupon Rate	Date of Maturity	GASB 31 Adjustment	Carrying Amount/ Fair Value
Various	UBOC	Various	Gov't Securities	24,920,935.00	24,995,287.70		Various	(74,353)	\$ 24,846,582
	LAIF	State of California	Investment Pool	16,691,222.15	16,691,222.15				\$ 16,691,222
NA	UBOC	Bank/Petty Cash/Sweep	Demand Accts	2,427,630.64	2,427,630.64		NA	-	\$ 2,427,631
				<u>44,039,787.79</u>	<u>44,114,140.49</u>				<u>\$ 43,965,435</u>
<b>SUMMARY OF CITY CASH &amp; INVESTMENTS:</b>									
		LAIF (State Investment Pool)		16,691,222.15	16,691,222.15			-	\$ 16,691,222
		Union Bank Investment Account		24,920,935.00	24,995,287.70			(74,353)	\$ 24,846,582
		Checking Account/Petty Cash		2,427,630.64	2,427,630.64			-	\$ 2,427,631
				<u>44,039,787.79</u>	<u>44,114,140.49</u>				<u>\$ 43,965,435</u>

*Charles L. Smith Jr.*

Charles L. Smith Jr., Interim Finance Director/Treasurer

**NOTE:**  
UBOC - Union Bank of California  
LAIF - Local Agency Investment Fund



City of Imperial Beach  
Investments  
As of 6/30/2007

Date of Purchase	Brokers Name	Cusip #	Investment Type	Book Value	Estimated Market Value	Unrealized Gain/Loss	Coupon Rate	Date of Maturity
6/28/2005	Wells Fargo	3133XCAM5	Agency	\$ 2,000,000.00	\$ 1,987,500.00	\$ (12,500.00)	4.15%	12/28/2007
8/15/2005	Morg/Stan	3133XCVW0	Agency	\$ 1,000,000.00	\$ 998,440.00	\$ (1,560.00)	4.27%	8/15/2007
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6/6/2007	Brookstreet Securities	3133XL6S7	Agency	\$ 2,000,000.00	\$ 1,991,880.00	\$ (8,120.00)	6.02%	6/6/2013
		<b>Subtotal - Federal Home Loan Bank</b>		<b>\$ 17,500,000.00</b>	<b>\$ 17,431,720.00</b>	<b>\$ (68,280.00)</b>		
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10/20/2006	Merrill Lynch	3135A0YW3	Agency	\$ 2,000,000.00	\$ 1,993,760.00	\$ (6,240.00)	5.02%	10/19/2009
		<b>Subtotal - Federal National Mortgage Association</b>		<b>\$ 7,500,000.00</b>	<b>\$ 7,489,215.00</b>	<b>\$ (10,785.00)</b>		
		<b>Total Investments as of June 30, 2007</b>		<b>\$ 25,000,000.00</b>	<b>\$ 24,920,935.00</b>	<b>\$ (79,065.00)</b>	<b>4.93%</b>	



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** September 19, 2007  
**ORIGINATING DEPT:** Office of the City Manager

**SUBJECT:** Ratification of Mayor's Letter's on AB 414, SB 10, and SB 375

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**BACKGROUND & DISCUSSION:**

The League of California Cities asked cities to join in opposition to AB 414 and SB 375. AB 414 as amended would unduly constrain our ability to have mixed-use projects involving housing and non-housing uses. It would limit our ability to designate commercial sites as housing or mixed-use sites. ABS 375 would undermine local land use decisions and harm collaborative work of local governments on regional planning. Also, the bill would require Councils of Government to have plans channeling growth into areas to reduce carbon emissions, but this would conflict with the Regional Housing Needs Assessments process allocating housing on a fair share basis. Overall, SB 375 deals with the very complex problems of carbon emissions and should be examined more closely while the impact of AB 32, adopted last year, needs to be observed also. The League advocated making this a two year bill, and it became a two year bill during the week of August 27th.

The City's position on SB 10, a proposal by Senator Kehoe to revamp the Airport Authority, is consistent with that taken by SANDAG which suggested requiring a two-thirds vote of the Authority to place questions on the ballot and for other topics using the weighted tally system used by SANDAG. SANDAG also requested that a finding of consistency with SANDAG plans be required for Airport plans. (Please see attached exhibits for information on SB 375, AB 414, and SB 10).

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

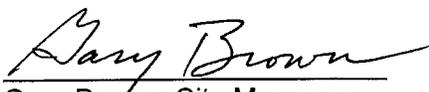
Not a project as defined by CEQA.

**FISCAL IMPACT:**

No immediate impact is caused by advocating positions on proposed legislation. All three bills may have positive and negative fiscal affects on the region and Imperial Beach, but quantifying the impacts is beyond the scope of this analysis.

**RECOMMENDATION:**

City Council ratify the attached three letters and the positions advocated within them.

  
Gary Brown, City Manager

Attachments:

1. SB 375 Transportation Planning – Oppose

2. AB 414 As Amended – Oppose
3. SB 10
4. SB 375 League-County Oppose Letter
5. Opposition to AB 414 As Amended Memo
6. SANDAG Board of Directors July 27, 2007 Discussion & Actions



## City of Imperial Beach, California

[www.cityofib.com](http://www.cityofib.com)

### OFFICE OF THE MAYOR

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August 10, 2007

The Honorable Senator Darrell Steinberg  
 State Capitol Building, Room 4035  
 Sacramento, CA 95814  
 VIA FACSIMILE (916) 323-2263

**RE: SB 375 (Steinberg): Transportation Planning: Preferred Growth Scenarios Oppose**

Dear Senator Steinberg:

I am writing on behalf of the City of Imperial Beach to inform you that we oppose **SB 375 (Steinberg)**.

We are particularly concerned about the imposition of a new "preferred growth scenario" which undermines local land use decisions and handcuffs transportation funding. The imposition of state defined "significant resource areas" works against the impressive collaborative and voluntary work that local governments have accomplished through regional blueprints.

In addition, there are too many provisions of this bill that do not make practical sense. For example, this bill would require Councils of Governments (COGs) to develop a plan to channel growth into specific areas of a region to reduce carbon emissions. However, this directly conflicts with the Regional Housing Needs Assessments (RHNA) process that allocates housing on a fair share basis. Similarly, the adoption of a preferred growth scenario by a COG is not adequately squared against the role of Local Agency Formation Commissions (LAFCOs). Compounding all of the problems embodied in SB 375 is the fact that this legislation is premature. The Administration has barely begun to implement AB 32, last year's climate change legislation.

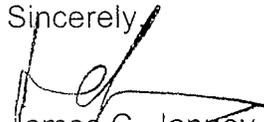
What local governments need on the climate change issue from the state is true assistance and collaboration, not a top-down growth control proposal that holds local transportation funds hostage.

The Honorable Senator Darrell Steinberg  
Page 2  
August 10, 2007

Finally, our city is committed to do its share on reducing carbon emissions, but AB 32 needs to be given a chance to work. Clearly, SB 375 is ill timed and unworkable. The measure should become a two-year bill until such issues are appropriately resolved.

For these reasons, the City of Imperial Beach strongly opposes this measure.

Sincerely,



James C. Jannney  
Mayor

CC: Senator Denise Moreno Ducheny  
Assembly member Mary Salas  
Mark Leno, Chair Assembly Committee on Appropriations  
Imperial Beach City Council  
Catherine Hill, League of California Cities



## City of Imperial Beach, California

[www.cityofib.com](http://www.cityofib.com)

### OFFICE OF THE MAYOR

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August 22, 2007

Senator Denise Moreno Ducheny  
40<sup>th</sup> Senate District  
637 3<sup>rd</sup> Avenue, Suite A-1  
Chula Vista, CA 91910

RE: AB 414 As Amended – Oppose

Dear Senator Ducheny:

We agree with the League of California Cities' opposition to AB 414 as amended, and request that you support the removal of the amendment made in the Senate Transportation and Housing Committee.

Specifically, we believe paragraph (j) on page 6 of the bill is unduly restrictive on cities' abilities to place housing on mixed-use sites. In a built-out city such as ours, the net effect of AB 414 will be to constrict the designation of commercial sites as housing or mixed-use sites. It will also reduce our ability to provide high density housing in commercial areas, and we believe high density housing mixed with commercial uses is a good incentive to facilitate redevelopment in our city. Mixed-uses are also consistent with Smart Growth promoted by SANDAG.

The bill as amended is a disincentive to commercial/housing mixed-use zoning because of the overly restrictive definition of "mixed use" in the bill. This is the opposite of what good infill and smart planning are trying to achieve.

We urge your support of removing the detrimental changes from the bill.

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Janney".

James C. Janney  
Mayor

cc: Assembly member Mary Salas  
Catherine Hill



# City of Imperial Beach, California

[www.cityofib.com](http://www.cityofib.com)

## OFFICE OF THE MAYOR

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August 14, 2007

The Honorable Christine Kehoe  
39<sup>th</sup> Senate District  
2445 5<sup>th</sup> Avenue, Suite 200  
San Diego, CA 92101

RE: SB10

Dear Senator Kehoe:

I'm writing to express agreement with SANDAG's support in concept of Senate Bill 10, conditioned upon inclusion of language that incorporates proposed planning-related amendments as well as voting provisions.

We believe SB10 addresses the challenges of governance faced by the San Diego County Regional Airport Authority, and governance will be improved by using the voting system suggested by SANDAG, specifically using a tally-weighted vote for "regular" topics and requiring a 2/3 majority to place a question before voters.

We thank you for bringing forth solutions to this complex topic and appreciate the chance to support SB10.

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Janney".

James C. Janney  
Mayor

cc: Senator Denise Moreno Ducheny  
Assembly member Mary Salas  
City Council

**Subject:** FW: SB 375 League San Diego Division-County of San Diego Joint opposition letter  
**Attachments:** SB375\_League-CountyOpposeLetter.pdf

Good Afternoon San Diego Division Legislative Committee,

Attached is a copy of the SB 375 opposition letter submitted by the San Diego Division and the County of San Diego. It was hand delivered today to the Capitol offices of Senator Darrell Steinberg and the San Diego Delegation members. If you have contract lobbyist, you may wish to share this with them.

The bill will be up in Assembly Appropriations tomorrow, Wednesday, August 22<sup>nd</sup>. Thank you to the many cities who are taking additional action by writing letters, passing resolutions and making your city's concerns known. If you are considering taking action or in the process of doing so, please continue as this bill makes it way through the final weeks of session.

Thank you for your valuable work on the San Diego Division Legislative Committee. It is through your efforts that the committee is able to react and respond to measures like SB 375 and have our voices heard. I appreciate your commitment and know the committee will continue to be effective through the duration of this legislative session as well as future sessions.

If you have any question, please do not hesitate to contact me.

Catherine



San Diego Division  
Carlsbad  
Chula Vista  
Coronado  
Del Mar  
El Cajon  
Encinitas  
Escondido  
Imperial Beach  
La Mesa  
Lemon Grove  
National City  
Oceanside  
Poway  
San Diego  
San Marcos  
Santee  
Solana Beach  
Vista



COUNTY OF SAN DIEGO

August 21, 2007

The Honorable Darrell Steinberg  
California State Senate  
State Capitol, Room 4035  
Sacramento, CA 95814  
Fax: 916-323-2263

**Re: SB 375 – OPPOSE**

Dear Senator Steinberg :

We wish to inform you that the League of California Cities, San Diego Division, which is comprised of the 18 cities in San Diego County , and the County of San Diego are formally opposed to SB 375.

While we are committed to the predominant goals of SB 375 to provide better linkages between land use and transportation planning in order to address climate change, and to provide incentives for local land use changes, this measure is fundamentally flawed. The San Diego regional transportation planning agency and its members have worked together to incorporate many aspects of SB 375 in the locally adopted Regional Comprehensive Plan (RCP). RCP implementation efforts such as the Smart Growth Concept Map, regional energy planning efforts funded by the recent California Energy Commission grants, and our habitat conservation plans, typify the kind of integrated planning that SB 375 intends to accomplish. However, the success of our RCP blueprint endeavor is due in large part to the efforts of connecting regional and local land use plans through collaboration and incentives. As currently written, SB 375 mandates a more prescriptive means for developing growth scenarios, and does not allow for the kind of flexibility and consensus that will enable successful implementation of our RCP. We are opposed to SB 375 for the following key reasons:

- **SB 375 moves ahead of critical AB 32 implementation benchmarks.** Sufficient time needs to be taken to develop and understand AB 32 implementation guidelines before sweeping new land-use changes like SB 375 are considered that could conflict with or negatively impact AB 32 implementation.
- **SB 375 holds critical transportation funds hostage.** This legislation holds transportation funding hostage as a means of forcing cities and counties to comply with the state-imposed definition of “sustainable communities strategies” formerly known as “preferred growth scenarios.”
- **SB 375 erodes local control.** By mandating stringent new guidelines that must be developed through regional councils of government, SB 375 establishes unworkable, complicated and sweeping changes to local land-use decision making by dictating where and how communities grow and which areas of significant resources may be developed, irrespective of local needs and concerns as addressed in each jurisdiction’s general plan.

It mandates, without a guarantee of reimbursement, a number of very prescriptive state-imposed requirements that force appropriate councils of government (also impose radical new requirements on entities such as the California Transportation Commission, and the California Air Resources Board) to develop specific growth plans and assume all land use decision making responsibilities. However, this is an intricate process that requires collaboration and flexibility as well as local-control to reflect each city and county's unique situation - elements that would be ruled out under SB 375.

- **SB 375 is too complicated and tries to accomplish too much in too little time.** Despite the massive and complicated changes and potential impacts on every community in California, there has not been a coordinated or thoroughly vetted debate on SB 375. Rushing this bill through the last weeks of legislative session could have considerable unintended consequences. We respectfully urge you to make SB 375 a 2-year bill in order to devise a workable solution among all interested parties.

For these reasons, the League of California Cities, San Diego Division and the County of San Diego are opposed to SB 375. While we applaud the overarching goals SB 375 proposes to address, we are confident the San Diego region can advance these objectives at the local level via multi-agency coordination and the specificity called for in this bill is not necessary at the state level.

If you have any questions regarding our concerns please feel free to contact us.

Sincerely,



Bob Campbell, President  
San Diego Division League of California Cities  
Council Member, City of Vista



Ron Roberts, Chairman  
Board of Supervisors  
County of San Diego

cc: San Diego Delegation

**Top ten areas and issues within SB 375 (Steinberg), (June 27 version) that deserve significant scrutiny:**

- 1) Page 8, lines 12-30. This language requires *mandatory* “preferred growth scenarios’ which are much different than the *voluntary* blueprint process locals are familiar with.
- 2) Page 8, line 21. The Legislature is “excluding” specific categories of land from “development areas.” This language will have many effects on local government.
- 3) Page 15, lines 30-40, and Page 16, lines 1-13. These definitions are wide ranging and will no doubt affect many parcels of land. Much litigation can be expected in the future over what these words mean. “Floodplains” is an example.
- 4) Page 10, lines 1-12. These findings will likely be impossible to make in many instances. In a typical region, given the vagueness of the definitions, it may require these findings to be made on hundreds of parcels. Environmental groups and NIMBYs can be expected to challenge all of these findings in the EIR completed on the regional transportation plan. Count on political gridlock and transportation dollars being held up in lawsuits.
- 5) Page 19, line 30. “Implementation” is a stick-based word rather than a carrot. That combined with the consistency with the preferred growth scenario language on Page 20, lines 1-17 should make all local governments wary. This language may expose them to future CEQA lawsuits on their general plan or at a minimum serve as the statutory template for legislation to require all general plans to comply with the preferred growth scenario.
- 6) Page 9, lines 8-13. This language is extremely curious. This language relates to authority of the ARB, not transportation agencies. Yet, the language describes unclear “data” to be provided by the board, and what a preferred growth scenario is and mentions establishing “measures” to reduce emissions. This language could be interpreted as broadening the authority of the ARB to dictate to transportation agencies the “measures” they want to have included to ensure emissions reductions.
- 7) Page 8, lines 31-40. One of the worst things that could occur for local agencies is to have the ARB establish targets that are arbitrary and have no basis in what can realistically be achieved. Major revisions to this language are needed to ensure that any targets are truly the result of a collaborative process with a broad group of stakeholders, not something rushed through after one public workshop.
- 8) Page 5, lines 29-34. “Corridor planning” and “small area planning” are not defined, nor is the intent of this “report.” This section needs to be clarified so that everyone knows exactly what this means and how it will be used, or it should be dropped. The related language on page 14, lines 4-10, should give pause. How is this bill intended to affect corridors of statewide or regional priority, such as high speed rail, planned regional bypasses, road widening projects, etc.? With ARB, CEQA, mandatory preferred growth scenarios, etc, in the bill, there are too many moving pieces.
- 9) Page 5, line 11. This language appears to characterize passenger rail expansion as “growth inducing” and as a bad thing. This seems to be counter to the stated intent of the bill of emissions reduction and reducing reliance on the automobile.
- 10) Page 4, line 36. These guidelines, which really are regulations for the major agencies (Page 5, lines 23-26) lack clarity as to their purpose and should not be rushed through two workshops by April 1, 2008.



MEMO TO: Members of the Senate

FROM: CCAPA and League of California Cities

DATE: July 16, 2007

SUBJECT: **OPPOSITION TO AB 414 AS AMENDED (JONES)**  
RESTRICTIONS ON LOCAL ZONING  
**ON THE SENATE FLOOR**

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CCAPA and the League of California Cities continue to oppose this measure as recently amended in the Senate Transportation & Housing Committee. As amended, (j) on page 6 of the bill now imposes even more restrictions on the use of mixed-use sites to meet housing needs than the previous version of the bill.

We support the changes in AB 414 that will clarify that the no-net-loss of housing law (Section 65863) applies to ANY site on which the zoning designation permits both residential and non-residential uses. In combination with existing housing element law, this will ensure that housing sites identified in the housing element on lots that are designated for mixed use that allow either housing or commercial development must have actual capacity for housing units, and that residential use must be considered each time a project is proposed. If for some reason a site is developed all non-residential, the jurisdiction will be required to ensure that its remaining housing site inventory has sufficient capacity to accommodate the jurisdiction's RHNA.

We strongly object to the changes made in (j), however. A substantial amount of new housing in built-out areas has occurred in commercially zoned areas. Rather than encourage this infill housing, the net effect of AB 414 will be to severely constrict cities' ability to designate commercial sites as housing sites, and to remove cities' incentives for allowing housing in commercial areas. It will also significantly restrict the ability of cities that are largely built out to provide high-density housing in the commercial areas where it is most politically acceptable. Many cities may simply not have enough residentially zoned sites to meet their RHNA allocations.

The amendments have this effect because the 50% limitation applies now not only to sites for lower income housing, but to ALL housing sites needed to accommodate a jurisdiction's RHNA. So: under this bill, only 1/2 the possible residential density on these sites could count; and those sites could only provide sites for 1/2 the total number of housing units needed. The number of units that can be counted will be further reduced

based on the number constructed in the last planning period and a long list of additional factors -- HCD can also add even more factors to be considered.

We understand that the bill contains an exemption from this section for "mixed use" housing as newly defined in the bill. But, even those jurisdictions with great success in placing housing in commercially zoned sites and which give significant incentives for residential development in commercially zoned areas, such as increased height or requiring residential development above the first floor, are hesitant to **require** residential development on every commercially zoned parcel. Localities cannot always predict which currently non-residential sites will eventually be developed for housing and so usually permit residential development on a large number of commercial sites. These higher density communities need as much flexibility in zoning as possible to achieve housing goals – not less. This bill will make it even more difficult to designate sites for housing in the more built-out communities.

We continue to be concerned that this bill is attempting to fix a problem that does not exist in most jurisdictions by requiring all jurisdictions to meet these new requirements. Who is abusing the existing statute? We only were told of two instances, and one of those was corrected by the jurisdiction. **The changes to the no-net-loss provisions in AB 414 should take care of any future problems without the restrictions in (j).**

Usually cities only turn to commercial areas when they're running out of land, or when they want to promote smart growth in a downtown area. In addition, HCD already requires substantial information before it allows cities and counties to count commercially zoned sites as housing sites. And, the new more rigorous site requirements just now being incorporated into housing elements require all sites placed in the housing element to be "real" sites where housing is feasible. Why should jurisdictions be forced to accept an arbitrary limit on certain categories of sites?

**The bill remains a disincentive to this type of mixed use zoning that doesn't meet the overly restrictive definition of "mixed use" in the bill. That is the opposite of what infill development and smart planning are trying to achieve. We urge you to remove these changes from the bill.**

If you have any questions, please contact Sande George, CCAPA, 443-5301 or Bill Higgins, League of California Cities, 658-8250.

cc: Members of the Senate



BOARD OF DIRECTORS  
SEPTEMBER 28, 2007

ATTACHMENT 6

AGENDA ITEM NO. 07-09-1B  
ACTION REQUESTED - APPROVE

---

**BOARD OF DIRECTORS DISCUSSION AND ACTIONS**  
**July 27, 2007**

Chair Mary Sessom (Lemon Grove) called the meeting of the SANDAG Board of Directors to order at 9:08 a.m. The attendance sheet for the meeting is attached.

1. APPROVAL OF MINUTES

Action: Upon a motion by First Vice Chair Lori Holt Pfeiler (Escondido) and a second by Mayor Ron Morrison (National City), the SANDAG Board of Directors approved the minutes from the June 8, 2007, Board Policy and June 22, 2007, Business meetings.

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBERS COMMENTS

Chuck Lungerhausen, a member of the public, submitted written comments which he read to the Board regarding the state budget raid on transit funds and the impact to the region from the loss of these funds.

3. ACTIONS FOR POLICY ADVISORY COMMITTEES (APPROVE)

This item summarized the actions taken by the Borders Committee on June 22, the Executive Committee on July 13, and the Transportation and Public Safety Committee meetings on July 20, 2007.

Action: Upon a motion by First Vice Chair Pfeiler and a second by Mayor Morrison, the SANDAG Board approved Agenda Item No. 3, Actions from Policy Advisory Committees. Yes – 12 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (0%). Absent – Chula Vista, El Cajon, Imperial Beach, La Mesa, Santee, Solana Beach, and Vista.

**CONSENT ITEMS**

Chair Sessom pulled Agenda Item No. 7 from the consent agenda.

4. SANDAG FY 2008 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM GOALS (APPROVE)

SANDAG has an established Disadvantaged Business Enterprise (DBE) program, including an Annual Anticipated DBE Participation Level plan developed and maintained in accordance with regulations of the United States Department of Transportation. The Board of Directors is asked to authorize staff to release the FY 2008 Annual Anticipated DBE Participation Level and Overall Annual DBE Goals listed in the report for a 45-day public comment period. The Board also is

SANDAG Board of Directors Meeting

Mayor Honold stated that on September 27-28, 2007, the City of El Paso and Ciudad Juarez will jointly host the Second Binational Meeting of Border Mayors and invited the region's mayors to attend.

Action: This item was presented for information only.

10. PERFORMANCE EVALUATION OF EXECUTIVE DIRECTOR (APPROVE)

Chair Sessom presented the item. The staff report sets out in detail the terms of Mr. Gallegos' employment contract. Pursuant to the employment agreement with the Executive Director, the Board of Directors shall annually review his performance. If the Executive Director's performance is determined to be satisfactory, the Board of Directors shall adjust his base salary in accordance with the employment agreement provisions. The Executive Committee has reviewed the Executive Director's performance evaluation for the period July 2006 to June 2007, and recommends that his performance during the past year be determined satisfactory. Chair Sessom stated that Mr. Gallegos' work on the infrastructure bonds, his commitment to advocate for funding for SANDAG in Sacramento, and the desire to retain Mr. Gallegos as the Executive Director were key elements in the determination.

The employment agreement also provides that the Board of Directors use established performance criteria (objectives), as amended from time to time, in the annual review. The Executive Committee has reviewed the Executive Director's draft performance objectives for the coming year and recommends their approval.

Action: Upon a motion by Mayor Morrison and a second by Mayor Cafagna, the SANDAG Board approved the Executive Director's Performance Evaluation for the period July 2006 to June 2007, and Performance Objectives for the period July 2007 to June 2008. In addition, the Executive Committee recommended that the Executive Director be provided a bonus award in the amount of 10 percent based on accomplishment of performance objectives during the past year. Yes – 14 (weighted vote, 100%). No – (0 ) (weighted vote, 0%). Abstain – 0 (0%). Absent – Chula Vista, El Cajon, Imperial Beach, La Mesa, and Solana Beach.

**REPORTS**

Chair Sessom requested confirmation from General Counsel Julie Wiley that a settlement has been reached regarding Agenda Item Nos. 11 and 12. Ms. Wiley confirmed that the two items could be removed from the agenda. Ms. Wiley requested that the members leave the closed session materials for Agenda Item No. 11 at their places, and stated that the items would be collected after the meeting.

11. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Action: This item was pulled from the agenda.

12. HEARING OF NECESSITY: (A) PARTIAL ACQUISITION OF ASSESSOR PARCEL NUMBERS 678-251-06, 07, AND 08 OWNED BY T. A./ WESTERN LLC, LOCATED IN THE CITY OF SAN DIEGO (POSSIBLE ACTION) [Subject to Two-Thirds Vote]

Councilmember Toni Atkins (City of San Diego) commented that she received a letter from a citizen and wanted to read it into the record. She stated that there is an outstanding Memorandum of Understanding (MOU) between the City of San Diego and the State of California from 1985 regarding the completion of Interstate 15 (I-15), which included a requirement to route truck traffic to the I-805/State Route 905 corridor. She stated that she would like to discuss this with Mr. Gallegos and Mayor Sanders in order to address the issues in the MOU and ensure consistency with current policy.

Supervisor Bill Horn (County of San Diego) stated that NCTD only has \$100 million in this plan and stated his concern that the coastal rail line infrastructure needs to have higher priority as the line increasingly needs repair.

Mr. Gallegos stated that the coastal rail is included in the RTP. The strategy under this program makes our projects more competitive on a statewide basis. Border projects are unique to our region, and that allows us be competitive for a greater amount of funding statewide.

Mr. Gallo expressed his agreement with Supervisor Horn and stated that NCTD would like the Board to recognize and understand that the coastal rail is a critical piece of the region's economic prosperity.

Mayor Sanders stated that have tried to separate our region from the others based on our border region. We have to be competitive. Our coastal infrastructure is important, but with this program we need to focus on the border region projects.

Mr. Figge stated that during a recent CTC Goods Movement Workshop, the Los Angeles area group provided proposed criteria and performance measures for division of the funds. If these criteria were applied, the Los Angeles region they would receive 85 percent of the funds.

Action: Upon a motion by First Vice Chair Pfeiler and a second by Second Vice Chair Jerome Stocks (Encinitas), the SANDAG Board approved the funding strategy for implementing key regional goods movement projects through the Trade Corridors Improvement Fund program of Proposition 1B. Yes – 14 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (0%). Absent – Chula Vista, El Cajon, Imperial Beach, La Mesa, and Solana Beach.



#### 14. SENATE BILL 10: SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY REFORM ACT OF 2007 (APPROVE)

Mr. Gallegos presented the item and stated that Senate Bill 10 (SB 10), the San Diego County Regional Airport Authority Reform Act of 2007, outlines the airport-related land use and transportation planning responsibilities of the Airport Authority (Authority) and SANDAG, and calls for restructuring of the Authority board of directors. The bill was introduced by Senator Christine Kehoe (D-39th District) and principally co-authored by Assemblymember George Plescia (R-75th District). Senators Denise Ducheny and Dennis Hollingsworth and Assemblymembers Mary Salas and Lori Saldaña are additional co-authors. Thus far SANDAG has refrained from taking a position on SB 10 and instead directed staff to work with Senator Kehoe and others on the bill. Since May, SANDAG Board members and staff have continued to meet with Authority Board members and staff and Senator Kehoe's staff to discuss potential amendments to SB 10.

## SANDAG Board of Directors Meeting

On June 19, 2007, significant amendments to SB 10 were made in the Assembly. Minor technical corrections to the bill were made on July 2, 2007. As amended, SB 10 currently incorporates many of the provisions discussed earlier by the Executive Committee and Board, including ensuring that changes to the Authority's governance structure results in appropriate representation of the City of San Diego, County of San Diego, and the four subregions; the need for better integration of air and multimodal transportation planning; and connecting air and multimodal transportation plans into the Regional Transportation and Comprehensive Plans.

As amended, the Authority would remain the Airport Land Use Commission and responsibility for Airport Land Use Compatibility Plans (ALUCPs). A requirement was added that ALUCPs would be submitted to the SANDAG Board for review of compatibility with the Airport Multimodal Accessibility Plan (AMAP), and if SANDAG finds the plans incompatible it would return them with findings to the Authority for revision.

The bill also adds new responsibilities for SANDAG in the preparation of the Regional Airport Strategic Plan (RASP) and the AMAP. The Authority would prepare the RASP in consultation with military and civilian airport operators, state and federal agencies, adjacent region's airport operators, the region's 18 cities and the public. The RASP would need to be consistent with the RCP and the RTP.

The AMAP would be prepared by SANDAG in consultation with the Authority, the 18 cities and the county, transit operators, Caltrans and regional airport operators and would include multimodal transportation systems.

The bill calls for major restructuring of the Authority board with dissolution of the current Board and replacement with a new nine-member Board. The nine-member Authority Board would include a member appointed from east county, north county coastal, north county inland, and south county, three members from the City of San Diego, and two members from the County of San Diego. The Mayor of San Diego would appoint the Authority chair. Each region can appoint either an elected official or a member of the public, though at least one of the City of San Diego and at least one of the County of San Diego members must be an elected official. Voting by the Authority Board is based on a tally and a weighted vote system similar to that of SANDAG with a weighted vote based on population. The bill establishes a supermajority or two-thirds vote requirement (for both the tally and weighted vote) for any action by the Authority that would place a ballot measure before the public.

Chair Sessom stated that the process in amending the bill's language has been lengthy and stated that she is pleased with how the bill has developed.

Councilmember Jones stated that the City of San Marcos has some issues with the components of the bill, in particular with the governance provisions for the Authority Board. These issues include: the Mayor of the City of San Diego appoints the Board chair; the City of San Diego has three appointed members; and the vote is both tally and weighted. Councilmember Jones stated that the City of San Marcos cannot support the bill if it includes these provisions.

Mayor Cafagna stated that he would like Mr. Gallegos to describe the protections for those cities with existing airports, and how the bill's provisions concerning ALUCPs would work if the Authority decides to update the compatibility plans.

## SANDAG Board of Directors Meeting

Mr. Gallegos stated that the current ALUCPs would need to be updated on a regular basis, and that the Authority would have to gain approval and concurrence from the SANDAG Board for any changes to the plans. The RASP is prepared by the Authority in consultation with region's cities and the County, giving those agencies the opportunity to address any potential issues with the regional aviation system. There are built in checks and balances that must occur prior to any changes to land use plans.

Chair Sessom reiterated that any onsite improvements would be done by airport operators, and those decisions belong with the airport operators.

Mr. Gallegos stated that the Master Plans for each airport controlled by those operators would address those types of onsite airport improvements.

Mayor Morrison expressed his appreciation to Senator Kehoe and her staff for addressing the many concerns and incorporating changes in the bill. Mayor Morrison stated that the County's unincorporated area has no formal representation requirement. The County could appoint both its members from an incorporated area. He would like to see a requirement for the County to appoint one of its two members from the unincorporated area. Mayor Morrison also stated that there should be a process to revisit the bill in the future after implementation to address any problems that may arise.

Ms. Deanna Spehn, Policy Director for Senator Kehoe, stated that the Senator intends to monitor the implementation of the bill and would like to continue the open dialogue. If there is a need to make some changes after implementation, she is open to doing so. She also reiterated that each of the jurisdictions' airport master plans drive any land use decisions at the airports.

Mayor Sanders stated that he has had several very productive meetings on this bill and that the current language addresses the many concerns brought forth during these discussions, preserving each entity's rights and responsibilities.

Councilmember Carrie Downey (Coronado) stated that the City of Coronado has different issues with a military airport and their specific land use issues and supports the bill. Those communities with a military airport already work with the military on their land use regulations, and the only issue they bring forth is that there is no need for further regulation from the Authority.

Mayor James Wood (Oceanside) commented that he agrees with Councilmember Jones' concerns and acknowledged that the bill is a compromise. He stated he would like to ensure that there is a method to readdress the bill in the future after implementation to work out any issues that may arise. He expressed his concern regarding how any future ballot initiative would affect a small, municipal airport and requested Mr. Gallegos to explain how the bill would address this issue. Mayor Wood also expressed concerns about the weighted vote and the fact that smaller cities that have airports would have a lesser weighted vote.

Mr. Gallegos explained that the operator of the airport would have direct responsibility for their municipal airport, and that if the Authority would place anything of a ballot it would require a supermajority vote.

## SANDAG Board of Directors Meeting

Supervisor Horn started that the County owns and operates several airports and has dealt with land use issues with the Authority in the past. He stated that as long as the County has a veto in land uses, especially along flight paths, they support the bill.

Action: Upon a motion by Mayor Sanders and a second by Second Vice Chair Stocks, the SANDAG Board supported Senate Bill 10 in concept, subject to the review of final bill language that incorporates proposed planning-related amendments as well as provisions for use of the tally, weighted, and supermajority vote of the Authority Board. Yes – 13 (weighted vote, 98%). No – 1 (weighted vote, 2%). Abstain – 0 (0%). Absent – Chula Vista, El Cajon, Imperial Beach, La Mesa, and Solana Beach.

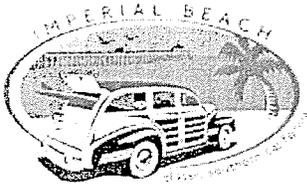
### 15. SENATE BILL 375 (APPROVE)

Mr. Gallegos presented the item. At its May 11, 2007, meeting, the Executive Committee discussed SB 375, a bill introduced by Senator Darrell Steinberg (D-Sacramento) and co-sponsored by the California League of Conservation Voters and the Natural Resources Defense Council. At that time, the Committee directed staff to continue to monitor the bill and to work with the League of California Cities and others on possible amendments. Since May, substantial amendments have been made to SB 375. As currently amended, the bill's provisions regarding the preferred growth scenario (PGS) and significant resource areas are problematic. As further discussed, these provisions would require SANDAG, in its roles as the metropolitan planning organization (MPO) and regional transportation planning agency (RTPA), to make certain land use findings concerning transportation and development projects in designated areas. SB 375 would create new provisions for the preparation of regional transportation plans (RTPs) and regional transportation improvement programs. Among the bill's provisions are new requirements for RTPs to include a preferred growth scenario in order to achieve greenhouse gas reduction targets set by the state. The bill would provide for streamlined CEQA process for projects located in jurisdictions where general plans are consistent with the preferred growth scenario.

Staff believes the bill is too broadly written and could be detrimental to current habitat conservation plans. The bill could place land use planning decisions with SANDAG that could conflict with local general plans and land use authority. While the overall goals of SB 375 are to better link land use and transportation planning and to address climate change are consistent with the RCP, as currently written the bill mandates a more prescriptive means for developing growth scenarios and does not allow for flexibility. Staff has asked the author to make SB 375 a two-year bill to provide for amended language, but he has refused. Staff would like to see revised language in the bill to include changes that would exempt agencies with habitat conservation plans, would exclude agencies like SANDAG from making land use decisions, that would address cross border commuting trends, and that would revise a provision so that the implementation of voter-passed projects are not impeded.

The Assembly Transportation Committee approved SB 375 on July 9, 2007. The bill is scheduled for its next hearing in the Assembly Appropriations Committee. Given the rapid movement SB 375 is making through the legislative process, the SANDAG Executive Committee discussed this bill on July 13, 2007. Because of the bill's potential impacts on local land use authority, the Executive Committee voted to oppose SB 375.

Councilmember Crawford stated that SANDAG needs to take the position to oppose unless amended in order to allow for further discussion on the bill and to provide an opportunity for



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER  
MEETING DATE: SEPTEMBER 19, 2007  
ORIGINATING DEPT.: TOM RITTER, ASSISTANT CITY MANAGER   
SUBJECT: ADOPT RESOLUTION NO. 2007- 6537 APPROVING COUNCIL POLICY 114 ON COUNCIL MEMBERS NOT ATTENDING CITY SPONSORED PUBLIC WORKSHOPS

---

**BACKGROUND:**

At your July 10, 2007 Workshop the Council agreed by consensus to implement a Council Policy of not attending Public Workshops sponsored by the City. The intention of this policy was to ensure that the public was free of any undue influence (perceived or otherwise) when providing their feedback on a project, proposal or issue.

**DISCUSSION:**

The attached Council Policy 114 implements the Council's direction in formulating a Policy of Councilmembers not attending public workshops sponsored by the City.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

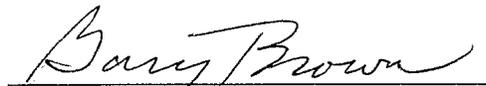
No fiscal impact.

**DEPARTMENT RECOMMENDATION:**

Staff recommends adoption of Resolution No. 2007-6537 approving Council Policy 114 on Councilmembers not attending City sponsored public workshops.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Resolution No. 2007-6537
2. Council Policy 114

**RESOLUTION NO. 2007-6537**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING COUNCIL POLICY 114 ON COUNCILMEMBERS NOT ATTENDING CITY SPONSORED PUBLIC WORKSHOPS**

**WHEREAS**, the City Council from time to time implements policies to document their position on certain matters that are of importance to the efficient operation of the City; and

**WHEREAS**, in order to encourage open and unfettered communication between staff and/or consultants with the public the Council desires to adopt a policy that Councilmembers not attend City sponsored public workshops;

**WHEREAS**, the Council believes this policy will help promote the free flow of information from the public to City staff and/or consultants on important issues without the (perceived or otherwise) undue influence of a City elected official's presence at said workshop; and

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

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution 2007-6537 approving Council Policy 114 on Councilmembers not attending City sponsored public workshops and authorizes and directs the City Manager or designee to implement said Policy on behalf of the City of Imperial Beach.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 19<sup>th</sup> day of September 2007, by the following roll call vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>

\_\_\_\_\_  
**JAMES C. JANNEY, MAYOR**

ATTEST:

\_\_\_\_\_  
**JACQUELINE M. HALD**  
CITY CLERK

CITY OF IMPERIAL BEACH COUNCIL POLICY			
SUBJECT: POLICY ON COUNCILMEMBERS NOT ATTENDING CITY SPONSORED PUBLIC WORKSHOPS	POLICY NUMBER	EFFECTIVE DATE	PAGE
	114	9/19/2007	1 OF 1
ADOPTED BY: Resolution No. 2007-6537		DATED: September 19, 2007	
<b><u>BACKGROUND</u></b>			
<p>City sponsored workshops for the public are periodically held to encourage public participation and input on important projects/proposals/issues that will be brought before the City Council. These workshops are intended to inform and educate the public and to receive the public's input to guide staff in making their recommendation and Council in making their final decision on a matter. As the primary purpose of a City sponsored public workshop is to receive input from the public, the Council believes their attendance at a City sponsored public workshop could potentially cause undue influence and/or alter the free flow of information and input from the public.</p>			
<b><u>PURPOSE</u></b>			
<p>The purpose of this policy is to encourage open and unfettered communication with the public at City sponsored public workshops. In order to eliminate any perceived or actual influence over the public's willingness to openly communicate with staff and/or consultant's facilitating public workshops the Council is establishing a policy of the Mayor and Council not attending such workshops.</p>			
<b><u>POLICY</u></b>			
<p>It is the policy of the City Council of the City of Imperial Beach that the Mayor and Councilmembers shall not individually or jointly attend City sponsored public workshops.</p>			



STAFF REPORT  
CITY OF IMPERIAL BEACH

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

MEETING DATE: SEPTEMBER 19, 2007  
ORIGINATING DEPT.: JACQUELINE HALD, CMC, CITY CLERK

SUBJECT: RATIFICATION OF AGREEMENT WITH SOUTHWESTERN  
COLLEGE - INTERNSHIP PROGRAM

---

**BACKGROUND:**

Southwestern College has an internship program for the purpose of having students gain experience in their area of study and to acquire career skills for future employment.

**DISCUSSION:**

Participation in this program will provide students at Southwestern College a chance to develop their skills while the City will be contributing to the training of the future workforce of the community. Staff involvement would consist of instruction, supervision, and support. Interns would be used to supplement paid staff, never to replace them, with specific job assignments to be developed. Students work a maximum of 20 hours per week.

**FISCAL IMPACT:**

The City will participate in the CalWORKS Work Study or the EOPS Internship Programs. There are two payment options:  
Option 1: City pays 25% of a student's wage and Southwestern College pays 75% of the wage  
Option 2: City pays 50% of a student's wage and Southwestern College pays 50% of the wage  
This equates to approximately \$200-\$400 per semester. Funds are budgeted on a departmental basis.

**DEPARTMENT RECOMMENDATION:**

That the City Council adopt Resolution No. 2007-6543 ratifying an agreement with Southwestern College for participation in their Internship Program for Fiscal Year 2007/10.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

A handwritten signature in black ink, appearing to be "Gary Brown", is written over a horizontal line.

Gary Brown, City Manager

Attachments:

1. Resolution No. 2007-6543
2. Agreement

**RESOLUTION NO. 2007-6543**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, RATIFYING AN AGREEMENT WITH SOUTHWESTERN COLLEGE FOR INTERNSHIP PROGRAM FOR FISCAL YEAR 2007/10**

**WHEREAS**, Southwestern College has an internship program for the purpose of having students gain experience in their area of study and to acquire career skills for future employment; and

**WHEREAS**, participation in this program will provide students at Southwestern College a chance to develop their skills while the City will be contributing to the training of the future workforce of the community; and

**WHEREAS**, staff involvement would consist of instruction, supervision, and support. Interns would be used to supplement paid staff, never to replace them, with specific job assignments to be developed; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach that the agreement with Southwestern College for Internship Program for FY 2007/10 is hereby ratified.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 19<sup>th</sup> day of September 2007, 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 an exact copy of Resolution No. 2007-6543 – A Resolution of the City of Imperial Beach, California, RATIFYING AN AGREEMENT WITH SOUTHWESTERN COLLEGE FOR INTERNSHIP PROGRAM FOR FISCAL YEAR 2007/10.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
COMMUNITY PARTNERSHIP PROGRAM AGREEMENT  
2007 - 2010**

**CHECK APPLICABLE BOX(ES):**

FEDERAL WORK STUDY	CALWORKS WORK STUDY	EOPS INTERNSHIP
<input type="checkbox"/> <b>Federal Work Study (Public and Non-Profit) (75% District Paid)</b> <b>Agency agrees:</b> To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Worker's Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/> <b>CalWORKs Work-Study (75% District Paid)</b> <b>Agency agrees:</b> To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Worker's Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/> <b>EOPS Internship (75% District Paid)</b> <b>Agency agrees:</b> To reimburse monthly to District twenty-five percent (25%) of the total compensation, including Worker's Compensation Insurance, for Participants used by Agency.
<input type="checkbox"/> <b>Federal Work Study (Private for Profit) (50% District Paid)</b> <b>Agency agrees:</b> To reimburse monthly to District fifty percent (50%) of the total compensation, including Worker's Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/> <b>CalWORKs Work-Study (50% District Paid)</b> <b>Agency agrees:</b> To reimburse monthly to District fifty percent (50%) of the total compensation, including Worker's Compensation Insurance, for Participants used by Agency.	<input checked="" type="checkbox"/> <b>EOPS Internship (50% District Paid)</b> <b>Agency agrees:</b> To reimburse monthly to District fifty percent (50%) of the total compensation, including Worker's Compensation Insurance, for Participants used by Agency.
<input type="checkbox"/> <b>Federal Work Study (Public and Non-Profit) (100% District Paid)</b> <b>District agrees:</b> To pay one hundred (100%) of the total compensation, including Worker's Compensation Insurance, for Participants used by Agency.		

**THIS AGREEMENT** is executed by and between Southwestern Community College District (hereinafter referred to as "District") and City of Imperial Beach (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Community Partnership Program.

**WHEREAS**, it is the intention of the Parties to participate in the Community Partnership Program, for the purpose of providing employment opportunities to students eligible for the program (hereinafter referred to as "Students" or "Participants");

**WHEREAS**, District does not own or operate Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

**I. Scope of Agreement**

- A. District shall be the employer of record. District shall have the ultimate right to control and direct the services of Students for Agency. District shall also determine that each Student meets eligibility requirements for employment under the Community Partnership Program. District shall assign eligible Students to work for Agency. In addition, Students' work hours may be modified (increased/decreased) by District based on the availability of funds. Agency's responsibility for immediate supervision of Students shall be limited to direction of details and means by which Students perform work for Agency.

B. The work performed by Students shall be in the public interest or, in the case of private agencies for profit employment, work shall be related to the Students' academic major, course work, or career interest, and shall not:

1. Displace or supplant employed workers or positions budgeted for regular employees in the previous or subsequent twelve (12) month period; nor shall work require any funds appropriated for this program to supplant any state, federal, District or other funds used to support previous or existing paid positions in any profit, nonprofit or government agency; impair existing contracts for services; nor fill positions that are vacant because Agency's regular employees are on strike;
2. Involve any partisan or nonpartisan political activity associated with a candidate or with a contending faction or group in an election for public office;
3. Involve any lobbying on the federal, state, or local level.
4. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

C. Agency Agrees:

1. To the extent Agency is able, to utilize the services of qualified Participants referred to it by District who are eligible to participate.
2. To submit a job request form for Participants' reference, hereinafter called "Job Request Form," which provides the following information:
  - a. The total number of positions available;
  - b. A job description of each available position, including the suggested rate of pay;
  - c. The skills required of the prospective Participants; and
  - d. Preferred work days and hours.
3. To provide a mutually acceptable workstation to Participants and to provide supervision, necessary equipment, materials, and tools.
4. To complete all necessary monthly timekeeping for accounting purposes on forms provided by District.
5. To certify the accuracy of hours reported and the performance on the part of Participants.
6. To not make payments of money to Participants.
7. To reimburse monthly to District the mutually agreed amount of total compensation, including Worker's Compensation Insurance, for Participants used by Agency.
8. To reimburse District 100% for any hours and/or rate of pay exceeding District approved hours/pay rate.
9. To not discriminate against Participants regardless of race, color, national origin, gender, religion, or disability.

D. District Agrees:

1. To screen and refer Participants to prospective Agencies.

2. To notify Agency of any Participants who may become ineligible.
3. To review with the Participants, the terms of the Job Request Form submitted by Agency.
4. Upon the request of Agency, to accept the termination of any Participants provided by District.
5. To be responsible for the administration of the Program, the maximum hours allowed and the rate of pay.
6. To keep in force at all times, during the term of this Agreement, Workers' Compensation Insurance covering all Participants during assigned working periods.
7. To pay compensation to participants. Compensation shall be no more than the approved district rate of pay.
8. To not discriminate against and refer Participants regardless of race, color, national origin, gender, religion, or disability.

## **II. Term of Agreement**

- A. Either Party may terminate this Agreement at any time by giving at least seven (7) days written notice.
- B. This Agreement shall be effective July 1, 2007 to June 30, 2010.
- C. This Agreement may be modified at any time by written consent of the Parties.
- D. This Agreement constitutes the entire agreement between the Parties. There is no express or implied agreement except as stated in this Agreement.

## **III. Insurance and Liability**

- A. District shall carry Workers' Compensation Insurance in accordance with California State law with the State Compensation Insurance Fund, covering Participants of the District.
- B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.
- C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of District, and damage to property including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

- A. District is, for all purposes, an independent District and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees to hold itself out as an independent District, and waives any rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.
- B. It is expressly understood and agreed that neither District nor Participants shall in any event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statutes of case law relating to rights of employees.
- C. District agrees to notify Participants that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Participants.

**SOUTHWESTERN COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_  
 Raj K. Chopra, Ph.D.  
 Superintendent/President  
 900 Otay Lakes Road  
 Chula Vista, CA 91910

  
 \_\_\_\_\_  
 Signature of Agency Representative  
 Date: 9/13/07

Date: \_\_\_\_\_

**Please print or type the following information:**

Gary Brown  
 Name of Agency Representative

City Manager  
 Title of Agency Representative

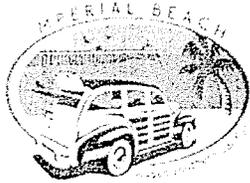
City of Imperial Beach  
 Name of Agency

825 Imperial Beach Blvd., Imperial Beach, CA  
 91932  
 Address of Agency

619.423.8300  
 Agency Telephone Number

95-6006475  
 Agency State Tax Number

<p><b>Originator:</b> Nelson Riley</p> <hr/> <p><b>Department:</b> Student Employment Services</p> <hr/> <p><b>Phone:</b> (619) 482-6356</p> <hr/>
--



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY R. BROWN, CITY MANAGER  
MEETING DATE: SEPTEMBER 19, 2007  
ORIGINATING DEPT.: TOM RITTER, ASSISTANT CITY MANAGER *TR*  
SUBJECT: ADOPT RESOLUTION NO. 2007-6536 APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) AND AMENDING THE FY 07-09 BUDGET

---

**BACKGROUND:**

City staff has met and conferred with the representatives of Imperial Beach Firefighters Association (IBFA) to reach an agreement on a new Memorandum of Understanding (MOU) for Fiscal Years 2007-08 and 2008-09. Both IBFA and city staff are recommending approval of this MOU and that it be retroactive to July 1, 2007.

**DISCUSSION:**

Significant changes include:

Fiscal Year 2007-08

- Cost of living increase and salary adjustment of 4.75% retroactive to July 1, 2007.
- \$100 increase per month in health benefits (\$625 to \$725 per month) effective January 1, 2008.
- Increase in uniform allowance from \$350 to \$600 per year.

Fiscal Year 2008-09

- Cost of living increase and salary adjustment of 4.75% effective July 1, 2008.
- City agrees to request an actuarial study of the PERS Survivor benefit plan six months prior to the MOU expiration.

There were other minor clarifications to the MOU vacation accrual language that have no financial impact. If approved by the City Council, these new benefits will be implemented as soon as practical.

**ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

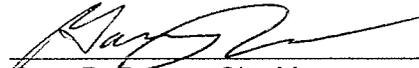
These benefit increases will cost approximately \$56,850 in FY 2007-08 and \$63,450 in FY 2008-09 and are available in the existing budget with the exception of \$15,250 to be designated for personnel costs in FY 07-08 and FY 08-09 from Unallocated General Fund Balance.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2007-6536 approving a MOU on wages and other terms and conditions between the City of Imperial Beach and IBFA and amending the budget for a two-year term commencing on July 1, 2007 and ending on June 30, 2009.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary R. Brown, City Manager

Attachments:

1. Resolution 2007-6536 adopting MOU and budget amendment.
2. MOU between City and IBFA for July 1, 2007 to June 30, 2009.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) AND AMENDING THE FY 07-09 BUDGET**

WHEREAS, the Management Negotiating Team, acting for and on the behalf of the City Council of the City of Imperial Beach, have met and conferred in good faith with the Imperial Beach Firefighters' Association (IBFA), representing our sworn firefighter employees; and

WHEREAS, a Memorandum of Understanding has been jointly agreed to and recommended by staff for adoption by the City Council for Fiscal Years 07-08 and 08-09; and

WHEREAS, it is the desire of the City staff and IBFA that this MOU be retroactive to July 1, 2007 and implemented as soon possible after adoption by the City Council; and

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

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution 2007-6536 authorizing the City to enter into a Memorandum of Understanding between the City of Imperial Beach and IBFA for a two-year term commencing July 1, 2007 and ending June 30, 2009.
3. Authorizes and directs the City Manager or designee to execute said MOU for and on behalf of the City of Imperial Beach.
4. That the City Council authorizes amending FY 07-09 budget as follows:

<u>FY 2007-08</u>	<u>Budget Code</u>	<u>Department Description</u>	<u>Amount</u>
Transfer from:	101-0000-253-00-00	Unallocated General Fund Balance	\$15,250
Transfer to:	101-3020-xxx-xx-xx	Misc. Fire Dept. Accts. as appropriate	\$15,250
<u>FY 2008-09</u>	<u>Budget Code</u>	<u>Department Description</u>	<u>Amount</u>
Transfer from:	101-0000-253-00-00	Unallocated General Fund Balance	\$15,250
Transfer to:	101-3020-xxx-xx-xx	Misc. Fire Dept. Accts. as appropriate	\$15,250

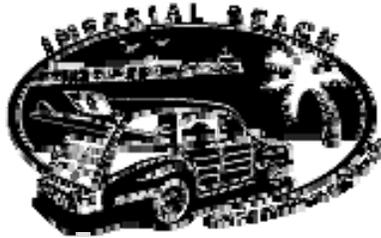
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting on the 19<sup>th</sup> day of September 2007, by the following roll call vote:

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

\_\_\_\_\_  
 JAMES C. JANNEY, MAYOR

ATTEST:

\_\_\_\_\_  
 JACQUELINE M. HALD  
 CITY CLERK



**MEMORANDUM OF UNDERSTANDING**

Between

**THE CITY OF IMPERIAL BEACH**  
825 Imperial Beach Boulevard  
Imperial Beach, CA. 91932

And

**IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA)**  
845 Imperial Beach Boulevard  
Imperial Beach, CA. 91932

**TERM:**

**July 1, 2007 – June 30, 2009**

**FINAL**

\* \* \* \* \*

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**Exhibits:**

Exhibit "A"	Article X – Grievance Procedure
Exhibit "B"	Article IX – Discipline Procedure
Exhibit "C"	City Salary & Compensation Plan

## **Preamble**

Representatives of the City of Imperial Beach and the Imperial Beach Firefighters' Association have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as "M.O.U" is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties. This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the Imperial Beach Firefighters' Association hereinafter referred to as "ASSOCIATION", and it supersedes all prior agreements, commitments, and practices. This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing *July 1, 2007 and ending June 30, 2009*.

The exercise of such rights shall be reasonable and shall not preclude employees of the ASSOCIATION from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

### **Article 1.0 Management Rights**

It is agreed that the City of Imperial Beach, hereafter to be referred to as the "CITY" has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the ASSOCIATION from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

### **Article 2.0 Employee Rights**

It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or

employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized ASSOCIATION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

### **Article 3.0 Responsibilities of the Imperial Beach Firefighters' Association**

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the ASSOCIATION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The ASSOCIATION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represent; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

The ASSOCIATION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all City services during the term of this agreement.

### **Article 4.0 Unfair Employee Relations Practices**

1. It is agreed that it shall be unfair employee relations practice for the City and its management representatives:
  - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
  - b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this M.O.U. shall not be construed as financial support.
  - c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
2. It is agreed that it shall be an unfair employee relations practice for the ASSOCIATION, its representatives, or members:
  - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.

- b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.
- c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

#### **Article 5.0 Grievance Procedure**

It is agreed that the ASSOCIATION shall have the right to assist any employee covered by this M.O.U. who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The City shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

It is agreed that the Grievance Procedure shall be as outlined in the attached Exhibit "A" and made part of this M.O.U.

#### **Article 6.0 Discharge or Other Disciplinary Action**

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Discipline Procedure of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit "B" and made part of this M.O.U.

#### **Article 7.0 General Provisions**

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the twelve (12) month probationary period. Such discharge shall not be subject to the Article X - Grievance Procedure or to Article IX - Discipline Procedure of the City of Imperial Beach Personnel Rules.
2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the ASSOCIATION by reason of age, sex, creed, color, national origin, ASSOCIATION membership or non-ASSOCIATION membership.
3. Bulletin Boards: It is agreed that the CITY shall provide bulletin boards in agreed places for the use of unions in posting appropriate union notices and announcements of union meetings, elections, and social activities.
4. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of the Personnel Officer or designee. Access shall be scheduled at the convenience of the employee and Personnel Officer or designee. Copies of all materials to be included in personnel folders shall be provided to individual employees.
5. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this

M.OU. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hour operations or cause unnecessary loss of time to the CITY.

6. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.OU. by attempting to contact the employee through the last address of record.
7. Training Sessions: In addition, all other departmental personnel shall be required to attend an established number of training sessions necessary to job indoctrination and performance, which will be on City time.
8. Quarterly Meetings: That supervisory personnel (Fire Captains) with reasonable advance notice, shall be required to attend quarterly Fire Department regular meetings. This will be compensated time considered necessary and required for departmental training and operational readiness.
9. Association Business: The CITY agrees to provide time off with pay for representatives of the ASSOCIATION when such representatives are meeting with the CITY on matters within the scope of representation.

#### **Article 8.0 Out-of-Classification Pay**

An employee who is assigned in writing to work in a higher classification during the fiscal year will at the next appropriate bi-weekly payroll period be paid for these shifts at the salary schedule for the higher classification that is the lowest step that is at least 5.0% (five percent) higher than current salary. It is understood that only one Fire Engineer will serve each shift.

#### **Article 9.0 Hours of Work:**

1. Work Week: Fifty-six (56) hours shall constitute a normal workweek. Twenty-four (24) hours shall constitute a normal shift for shift personnel. In special situations, with the mutual agreement of the employee and management, different hours of work may be scheduled.
2. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department. This overtime shall be compensated by cash payment at one and one-half times the regular established rate. The smallest unit of time to be used computing overtime shall be one-quarter (1/4) hour.
3. Fair Labor Standard Act (FLSA) Wages: FLSA overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) and paid for all hours worked over 182 hours in the City's twenty-four (24) day work cycle. EMPLOYEES shall be compensated one-half time at 5.85 hours per pay period to meet the minimum requirements in accordance with FLSA standards.

EMPLOYEES shall be entitled to overtime pay for holiday or vacation, leave of absence in lieu of disability (Labor Code §4850 – time), disability, jury duty or military leave. When an EMPLOYEE has used sick leave, the time off shall be counted as hours worked for purposes of overtime, provided however, that the sick leave charge does not exceed ten (10) hours per 24-day work cycle of sick leave usage. Overtime compensation will NOT be granted or counted as hours worked for purposes of overtime for EMPLOYEES on a modified work schedule (40 hours workweek, 8 hours per day).

4. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than two (2) hours at one and half (1-1/2) times his rate of pay based on a 56 hour workweek for such call-back, even if less service is required. Employees on vacation when called back remain on vacation for pay to the employee, and vacation usage purposes, but get time and one-half pay for all time served with the minimum pay requirement applicable.
5. Salary Increases: Salary increases that are based on a known date such as longevity pay and step increases shall be paid from the first day of the pay period in which the anniversary occurs.
6. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5.0% (five percent) higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher than the highest step of the pay range of the classification to which they are being promoted.
7. Mileage Reimbursement: Employees using their own car on authorized CITY business shall receive the per mileage fee set by the CITY.

#### **Article 10.0 Sick Leave**

It is agreed that sick leave for each probationary and regular employee in the CITY service is subject to Imperial Beach Personnel Rules Article VII Section 5 and to the following provisions authorized as follows:

1. Sick Leave Accrual: Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1400 hours may be accumulated.
2. Sick Leave Permitted: Sick leave shall not be considered as a privilege which an employee may use at his own discretion but shall be granted only upon the recommendation of the department head. Employees may use accrued sick leave with pay for absences necessitated as follows:
  - a. Actual personal sickness or disability;
  - b. Medical or dental treatment; or
  - c. In case of emergency illness, including contagious disease, or injury in the immediate family.
3. Sick Leave Payoff: On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1,400 hours. Upon retirement from CITY service, regular employees shall receive cash payment for 50 percent of their accrued hours of sick leave. Upon

the death of a regular employee his/her beneficiary shall receive a sick leave cash payment for no more than 700 accrued sick leave hours.

4. Sick Leave Modification: Should a shorter workweek be mandated during the life of this agreement, sick leave accrual rates will be adjusted to:

$$\frac{\text{Firefighter's workweek} \times 100 \text{ hours per year}}{40}$$

and 1, 2, and 3 above will be adjusted accordingly.

5. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the hourly rate paid the employee when each hour was earned. For computation of separation, employees will have oldest sick leave deducted first when used.

**Article 11.0 Holiday and Vacation Benefits**

1. HOLIDAYS: It is agreed that twelve (12) holiday and two (2) floating holiday benefits for each probationary and regular employee in the CITY service to these provisions shall be authorized.

For probationary employees, allowance of floating holiday time will be credited to their holiday account in proportion to the months remaining in the fiscal year at the time of employment, i.e.,

$$\frac{16 \text{ hours} \times \text{months remaining}}{12}$$

For example, an employee hired in October would receive:

$$\frac{16 \times 9}{12} = 16.8 \text{ hours of floating Holiday Time}$$

2. FLOATING HOLIDAYS: Employees shall receive two (2) floating holiday paid absence from work annually to be taken on a day mutually agreeable to the employee and the department head.
3. HOLIDAY CREDIT: Employees who are shift workers will receive a guaranteed twelve (12) holidays per year computed at the following hours per holiday for a total of 134.4 hours per year.

$$\frac{8 \times \text{Firefighters workweek}}{40}$$

These 12 holidays will be credited to each employee's vacation time in accordance with the following schedule, based on years of continuous service:

0 – 5 yrs of service:	$\frac{96 \times \text{Firefighter's workweek}}{40}$	+	134.4 hours
greater than 5 to 15 yrs of service:	$\frac{120 \times \text{Firefighter's workweek}}{40}$	+	134.4 hours
greater than 15 yrs of service:	$\frac{160 \times \text{Firefighter's workweek}}{40}$	+	134.4 hours

4. VACATION ACCRUAL: Vacation will accrue as outlined in Article VII Section 4 (e) of the City of Imperial Beach Personnel Rules.
5. VACATION TIME-SELLING: Firefighter personnel have the option to sell back accumulated vacation or holiday time at a maximum of two (2) weeks per fiscal year at the previous contract rate. A minimum of two (2) weeks must remain available as of assessment date. The request for sell back payment date is to be coordinated with the maximum balance assessment date.

#### **Article 12.0 Educational Benefits**

1. The CITY, as employer shall maintain a program providing for the partial refund of tuition and fees for all courses taken by employees when such courses are included in the courses required to obtain a job related certificate, Associates in Fire Science or Baccalaureate Degree in Public Administration or any other course previously approved by the department head. The CITY agrees to budget for \$1,000 per employee per year for fees and/or tuition for such firefighting classes, seminars, etc. Classes would require prior approval of the department head. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual with a grade of "B" or better, or successful completion of courses that do not assign grades.
2. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

#### **Article 13.0 Insurance Benefits**

1. Health Insurance Flexible Benefit Plan

Effective January 1, 2008, the CITY shall pay a maximum of \$725 per month (\$8,700 per plan year) toward the cost of health insurance coverage or the purchase of other qualified benefits, including a taxable cash benefit as described under the City's Flexible Health Benefit Plan.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). Each employee who elects health insurance shall have \$16 of the \$725 paid by the City to PERS for that benefit, with the remaining balance available for other cafeteria selections. (This \$16 is the amount which is paid to PERS on behalf of retirees electing such insurance.)

An EMPLOYEE who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with EMPLOYEE's participation as described under Section 3, Subpart C of this Article.

An EMPLOYEE who elects not to be covered under the City's health insurance plan, may use the total amount for other eligible cafeteria benefits. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical coverage. (i.e. spouse coverage).

2. Health and Dental Payroll Deductions Treated as Pre-Tax: All payroll deductions for health and dental care are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the EMPLOYEE as taxable income.

3. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Health and Welfare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

c. FSA Administration

The City reserves the right to contract with the Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the EMPLOYEE will not be allowed to change except as follows:

- a. At the next open enrollment
- b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
- c. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

#### **Article 14.0 Uniform Replacement Allowance**

Existing employees will receive a uniform maintenance allowance in the amount of \$600 per fiscal year on a separate check. In FY 07-08, this uniform maintenance allowance will be paid as soon as practical after ratification of the MOU. For FY 08-09 this uniform maintenance allowance will be paid no later than July 31. For new firefighter employees, the City will purchase two pair of nomex uniform shirts and two pair of nomex uniform pants. Beginning January 1, 2006 only nomex uniforms will be permitted.

#### **Article 15.0 Physical Examinations**

1. The CITY will provide comprehensive physical examinations bi-annually for all firefighting personnel. This medical exam shall include vision screening, a pulmonary function test, lumbar and chest x-rays, an electrocardiogram (EKG), and medical examiners certificate as required by the Department of Motor Vehicle for Class "B" license.
2. Utilize one (1) member from the bargaining group and one (1) management employee, as designated by the City Manager to develop and implement physical fitness standards for all new safety employees and work toward developing physical fitness standards for existing safety employees based on NFPA 1001.

#### **Article 16.0 Prevailing Benefits**

All benefits, privileges and working conditions within the scope of representation which are not included in this agreement shall continue during the term of this agreement unless modified as a result of meeting and conferring between the parties as required by State Law.

**Article 17.0 Service to the Public**

The Imperial Beach Firefighters' Association will actively assist in and encourage improved service to the citizens of Imperial Beach and the ASSOCIATION members will at all times provide helpful and courteous service to the citizens of Imperial Beach.

**Article 18.0 Term**

The term of this M.O.U. shall be for a two (2) year period commencing July 1, 2007, and ending June 30, 2009, and shall commence on the date when the terms and conditions for its effectiveness, as set forth in the Implementation Article, are fully met. This M.O.U. shall remain in effect and shall not expire prior to June 30, 2009. After that date, it may be terminated by the City Council upon 30 days written notice and a public hearing.

**Article 19.0 Salaries**

1. Salary

a. Effective July 1, 2007 (retroactively) all represented employees shall receive a 4.75% percent cost of living adjustment (COLA)/salary increase.

b. Effective July 1, 2008 all represented employees shall receive a 4.75% percent cost of living adjustment (COLA)/salary adjustment.

**Article 20.0 Retirement Benefits**

1. The CITY shall continue a policy of paying the full cost of the employee's share of current retirement benefits under the Public Employees Retirement System (PERS). The portion that has customarily gone to the employee's personal account in the Public Employees retirement System will continue to be credited to his/her account for purposes of separation.

2. Report of Employer Paid Member Contribution (EPMC): CITY agrees by resolution only to report the employer's value of EPMC in accordance with established rules and regulations set for by the PERS and under Government Code Section 20636 (c). Annual reporting of the EPMC by resolution only is subject to annual review and economic analysis by CITY of City's financial condition.

3. PERS 3% @ 50 Retirement Formula: The City will continue the 3% @ 50 service retirement benefit for fire public safety members.

**Article 21.0 Recognition**

The CITY recognizes that the Association is the sole and exclusive bargaining agent and representative for the classification which are currently in the bargaining agent and representative for the classifications which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. These classifications are:

1. Fire Captain
2. Engineer/Paramedic
3. Fire Engineer
4. Firefighter/Paramedic
5. Firefighter

**Article 22.0 Payroll Deduction of Dues**

The employer agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the designated representative of the Association from the pay of those employees who individually request in writing that such deductions are made. The total amount of deductions shall be remitted, each pay period, by the employer to the representative of the Association. This authorization shall remain in full force and effect until such authorization has been revoked in writing by the employee.

**Article 23.0 Rules and Regulations**

The ASSOCIATION agrees that its members shall comply with all applicable City and Fire Department rules and regulations, including those relating to conduct, work performance, and personnel matters. Revisions to any of these rules and regulations require proper notice to ASSOCIATION and meet and confer process.

The employer agrees that disputes concerning departmental rules and regulations which affect working conditions and personnel practices are subject to the Grievance Procedure.

**Article 24.0 Re-negotiation**

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other not later than April 1<sup>st</sup> of the year that this M.O.U. expires, its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor M.O.U.

**Article 25.0 Implementation**

This M.O.U. constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this M.O.U. shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt this M.O.U.

**Article 26.0 Emergency**

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

## **Article 27.0 Smoke Free Work Environment**

The CITY and Association recognize that smoking and second hand smoke are one of the leading causes of death and disease in the United States. To ensure the health and welfare of the employees, the Fire Station and Fire Department work areas shall be designated smoke free zones.

Smoke Free Zones include:

### Fire Station:

1. No smoking permitted in any area of the Fire Station.
2. No smoking is permitted within twenty (20') of open doorways, windows and apparatus bay doorways.

### Fire Apparatus:

1. Smoke free zone shall follow Fire Apparatus, no smoking on or within twenty feet (20') of Fire Apparatus

### Fire Department Response:

1. No smoking permitted during Fire Department operations at the scene of emergency responses.

Appropriate signs shall be placed in and on the Fire Station and Fire Apparatus.

## **Article 28.0 Employee Assistance Program**

The City will continue to provide an Employee Assistance Program for all City employees.

## **Article 29.0 Savings Clause**

If any provisions of this M.O.U. or the enabling resolution is at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this M.O.U. and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

## **Article 30.0 Agreement Review**

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the association, City may at its option require that this Memorandum be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the Association, the Association may at its option require that this M.O.U., be reviewed.

It is understood that the Association and the City may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the City and Association in an effort to promote the improvement of personnel management and employer-employee relations.



## **Exhibit “A”**

### **ARTICLE X – GRIEVANCE PROCEDURE**

#### **Section 1 - Purpose of Grievance Procedure**

The purpose and objective of this grievance procedure is to provide a just and equitable method for the resolving of grievances as quickly as possible without discrimination, coercion, restraint, or reprisal against any employee or management representative who may be involved in a grievance or its resolution:

#### **Section 2 – Definitions**

For the purpose of this grievance procedure, the following definitions apply:

- (a) Employee Representative: An individual who appears on behalf of the employee.
- (b) Grievance: A written complaint of an employee or a group of employees claiming violation of the application or interpretation of the specific express terms of the Personnel Rules or other written rules or regulations for which no other specific method of review is provided in City rules.
- (c) Grievant: An employee or group of employees in the competitive service adversely affected by an act or omission of the City.

#### **Section 3 – Grievance Procedure Exclusions**

A grievance is not reviewable under this procedure if it requires modification of a policy established by law or is a matter which is reviewable under some other administrative procedure or Personnel Rule. The following are not grievable:

- (a) Applications for changes in title, job classification, or salary.
- (b) Appeals from formal disciplinary proceedings.
- (c) Appeals arising out of merit system examinations or appointment.
- (d) Appeals from work performance evaluations.
- (e) Complaints arising from the City’s health insurance plan.

#### **Section 4 - Specifics of the Grievance:**

1. Procedure for Presentation:

In presenting a grievance, the employee shall set forth the following information:

- (a) The specific section of the rules allegedly violated.
- (b) The specific act or omission which gave rise to the alleged violation.
- (a) The date or dates on which the violation occurred.
- (b) The documents, witnesses, or other evidence that supports your position.
- (c) The remedy requested.

2. Prescribed Form:

The written grievance shall be submitted on a form provided by the City.

3. Employee Representative:

The employee may choose a representative at any step in the procedure. No person hearing a grievance need recognize more than two representatives for any employee at any one time, unless desired.

4. Handled During Working Hours:

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved. A grievance shall be presented and processed on City time. This requirement may be waived by mutual agreement. In scheduling the time, place, and duration of any grievance meeting, the employee, the employee's representative, and management shall give due consideration of all the participants' responsibilities in the essential operations of the department.

5. Extension or Waiver of Time:

Any higher level of review or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.

6. Consolidation of Grievances:

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.

## **Section 5 - Grievance Procedure Steps**

The following procedure shall be followed by an employee submitting a grievance:

- (a) Grievance to Supervisor: Whenever an employee believes a grievance exists, the employee must discuss the matter informally with the supervisor within twenty (20) working days of the incident on which the grievance is based, occurred, or within twenty (20) working days of the date the employee knows or is shown to have known of the incident. If, after this discussion, the grieving party does not believe the problem has been satisfactorily resolved, within ten (10) working days of the initial meeting, a written grievance may be filed.

- (b) Grievance to Department Head: If the employee and the supervisor cannot reach an agreement as to the grievance or the employee has not received a written decision within five (5) working days, the employee may, within five (5) working days, present the grievance in writing to the department head. The department head shall review the grievance and give a written decision to the employee within five (5) working days after receiving the grievance.
- (c) Grievance to City Manager: If the employee and the department head cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within ten (10) working days, present his grievance in writing to the City Manager. The City Manager shall review the grievance and give a written decision to the employee within ten (10) working days after receiving the grievance.
- (d) Appeal to Personnel Board: If the employee and the City Manager cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within *ten (10)* working days, appeal to the Personnel Board. The rules for the hearing are set forth in Article IX, Section 7, except that the grievant shall have the burden of proof and the order of presentation shall be the reverse, that is the grievant shall present a case first, followed by the City.

## **Exhibit "B"**

### **ARTICLE IX – DISCIPLINARY PROCEDURE**

#### **Section 1 - Kinds of Disciplinary Actions**

The desirable first step in modifying or changing undesirable employee work performance, action or behavior whenever possible, is to counsel orally an employee on the areas that need to be improved, changed, or stopped and to provide clear guidance on what the work-related expectations are. However, when this is not successful in changing the undesirable performance, act, or behavior, or the undesirable performance, act, or behavior is of such a nature that it warrants a higher level of intervention action, a permanent employee of the City in the Competitive Service may be disciplined or removed from employment for cause by the appointing authority.

Kinds of disciplinary action may include the following:

- (a) Discharge or dismissal;
- (b) Demotion;
- (c) Suspension without pay;
- (d) Reduction in pay, either one or more steps within the salary range permanently or for a fixed period of time;
- (e) Written reprimand;

#### **Section 2 - Cause for Disciplinary Action**

Any of the following shall be deemed sufficient cause for disciplinary action against any employee with permanent status in the Competitive Service. Charges may be based on causes other than those enumerated, if the action is deemed, by the City Manager or designee, to have a potential detrimental affect to work-related conditions, work-related environment, work-related performance, and/or to the City and its citizens:

- (a) Violations of these rules;
- (b) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and responsible manner;
- (c) Willful disobedience or insubordination; or violation of any lawful or official regulation or order; or failure to obey any lawful and reasonable direction given by a superior officer;
- (d) Refusal, neglect, or failure to perform;

- (e) Excessive use or misuse of sick leave;
- (f) Any form of dishonesty, including but not limited to lying, fraud, cheating, deceit, or trickery;
- (g) Intoxication while on duty;
- (h) Fighting or disorderly conduct;
- (i) Discourteous or offensive treatment to the public or other employees;
- (j) Absence without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by the appointing authority;
- (k) Conviction of a felony or misdemeanor which is job-related. Conviction includes a plea of guilty or no contest;
- (l) Abuse, gross negligence, or willful misconduct in the care or operation of City tools or equipment; causing damage to public property or waste of public supplies;
- (m) Soliciting or accepting for personal use a fee, gift, or other item of value in the course of or in connection with work when such fee, gift, or other item of value so solicited or given by any person in the hope or expectation of receiving an advantage, a favor, or better treatment than that accorded other persons;
- (n) Failure to obey an order from the department head or the City Manager to terminate or desist from outside employment or enterprise that has been determined to be incompatible with City employment or detrimental to the efficiency of regular City work;
- (o) Fraud in securing initial employment or subsequent appointment to higher position in City service;
- (p) Violation of safety procedures;
- (q) Immoral conduct while on duty or other failure of good behavior either during or outside of duty hours which does or could discredit the City;
- (r) Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- (s) The use, sale, or possession of illegal narcotics, not prescribed by a physician while on duty;

- (t) Working overtime without authorization.

### **Section 3 - Written Reprimand**

Written Reprimand of substandard performance or misconduct may be given to an employee at any time an employee's performance or actions warrants it. The employee may submit a written response to the reprimand within ten (10) days of its receipt. A written reprimand and response, if any, will be placed in the employee's Personnel file. The employee has no right to appeal a reprimand.

### **Section 4 - Notice of Intent**

Whenever the department head intends to suspend an employee, demote an employee, reduce an employee in pay, or discharge the employee, the department head shall give the employee a written notice of discipline which sets forth the following:

- (a) The intended disciplinary action;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (c) A copy of all written materials, reports, or documents upon which the discipline is based;
- (d) Notice of the employee's right to respond to the charges, either orally or in writing, to the City Manager or other impartial designee;
- (f) The date, time and person before whom the employee may respond in no more than ten (10) business days;
- (g) Notice that failure to respond by the specified time shall constitute a waiver of the right to respond prior to final discipline being imposed.

### **Section 5 - Response by Employee**

The employee shall have the right to respond to the City Manager, or impartial designee, orally or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, reductions in pay, or discharge, the employee's response will be considered before final action is taken.

### **Section 6 - Final Notice**

After the response or the expiration of the employee's time to respond to the notice of intent, the City Manager, or impartial designee, shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- (a) The disciplinary action taken;

- (b) The effective date of the disciplinary action taken;
- (c) Specific charges upon which the action is based;
- (d) A factual summary of the facts upon which the charges are based;
  
- (e) The written materials, reports, and documents upon which the disciplinary action is based;
- (f) The employee's right to appeal to the Personnel Board.

### **Section 7 - Appeal Hearing**

The appeal procedure shall apply only to cases of disciplinary suspensions, reductions in pay, demotion, and discharges affecting permanent employees within the competitive service.

#### 1. Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion, or dismissal, the employee or the employee's representative may file an appeal in writing to the City Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

- (a) An admission or denial of each charge, with an explanation why the charge is admitted or denied.
- (b) A statement that the employee disagrees with the penalty, with an explanation of the employee's position.
- (c) The employee's current address.
- (d) A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

2. Scheduling of Hearing

Upon receipt of the request for an appeal, the City Manager shall schedule a hearing before the Personnel Board. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

3. Private or Public Hearings

All hearings shall be private provided that the employee may request a hearing open to the public.

Any request for an open hearing shall be submitted five (5) working days prior to the hearing date, or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

The Personnel Board is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Board only for good cause. The Personnel Department will prepare subpoenas for all witnesses; however, they will only serve subpoenas for current city employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the city to submit the names of current city employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Personnel Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Personnel Board in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by letters. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor

to use any exhibit not provided pursuant to this section unless that party can show the prior need for such witness or such exhibit could not reasonably have been anticipated.

5. Submission to the Personnel Board

Five (5) working days prior to the date of the hearing, the Personnel Department shall present each member of the Personnel Board with a copy of the jurisdictional documents. Those documents include the notice of intent to take disciplinary action, the final notice of disciplinary action, and any response from the employee to these documents. The Board shall be provided with copies of the exhibits at the hearing.

6. Record of Proceedings and Costs

a. Court Reporter

All disciplinary appeal hearings may, at the discretion of the Board, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audiotapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court report, the cost will be split equally. If the Board requests the court reporter, the City shall pay the cost of the reporter.

b. Employee Witness Compensation

Employees of the City who are subpoenaed to testify during working hours will be released and compensated while appearing at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they are required to be on call, if required, and actually testify, unless the City agrees to a different arrangement.

7. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules

which might make improper the admission of such evidence over objection in civil actions.

- c. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- d. Irrelevant and unduly repetitious evidence may be excluded.
- e. The Personnel Board shall determine the relevancy, weight, and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- f. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. Burden of Proof

In a disciplinary appeal, the employer has the burden of proof by preponderance of the evidence.

9. Proceed with Hearing or Request for Continuance

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. The Board will determine whether good cause exists and will grant or deny the request accordingly.

10. Testimony under Oath

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will ask witnesses to raise their right hands and respond to the following:

“Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?”

11. Presentation of the Case

The hearing shall proceed in the following order, unless the Personnel Board directs otherwise:

- a. The City shall be permitted to make an opening statement.

- b. The employee or representative shall be permitted to make an opening statement, or reserve an opening statement, until presentation of the case.
- c. The City shall produce its evidence.
- d. The employee may then offer evidence.
- e. The City followed by the appealing party (employee) may offer rebutting evidence.
- f. Closing arguments shall be permitted. The party with the burden of proof shall have the right to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written briefs. After such a request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

12. Procedure for the Parties

The department and the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily, or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the parties shall continue with the presentation of their cases.

13. Right to Control Proceedings

While the parties are generally free to present their cases in the order that they prefer, the Chair reserves the right to control the proceedings, including but not limited to altering the order of witnesses, limiting redundant or irrelevant testimony, or directly questioning witnesses.

14. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board.

15. Deliberation Upon the Case

The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching its decision. The Board may deliberate at the close of the hearing or at a later, fixed date and time.

16. Written Findings and Decision

The Personnel Board shall render its findings and decision as soon after the conclusion of the hearing as possible, but not later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made by the Board on each material issue.

The Personnel Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject, or modify the disciplinary action invoked against the employee. If the Board reinstates the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

The City Council sits as the Personnel Board.

17. Judicial Review

Judicial review of any final decision by the City Council may be had under Section 1.18.010 of the Imperial Beach Municipal Code.

**Section 8 - Failure of Employee to Appear at Hearing**

Failure of the employee to appear at the hearing, without just cause, shall be deemed a withdrawal of the appeal and the action of the City Manager shall be final.

**Section 9 - Releasing of Information**

No information will be released relative to disciplinary action against municipal employees without prior approval of the City Manager.

**Exhibit "C"**

See separate agenda item for:

FY 2007-08  
Revised Salary and Compensation Plan  
Effective July 1, 2007

Adopted August 1, 2007 by Resolution No. 2007-6528  
Revised September 19, 2007 by Resolution No. 2007-6540



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY R. BROWN, CITY MANAGER  
MEETING DATE: SEPTEMBER 19, 2007  
ORIGINATING DEPT.: TOM RITTER, ASSISTANT CITY MANAGER *TR*  
SUBJECT: ADOPT RESOLUTION NO. 2007-6540 APPROVING REVISIONS TO THE FY 2007-08 SALARY AND COMPENSATION PLAN BASED ON THE MEMORANDUM OF UNDERSTANDING WITH THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION

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**BACKGROUND:**

As part of the process to implement the new Memorandum of Understanding (MOU) with the Imperial Beach Firefighters' Association (IBFA), staff has revised the Salary and Compensation Plan for FY 2007-08 for City Council's approval.

**DISCUSSION:**

The only revisions to the Salary and Compensation Plan are those specified in the MOU agreement with IBFA, including a 4.75% salary increase retroactive to July 1, 2007 and a \$100 per month increase in health benefits as of January 1, 2008. The Salary and Compensation Plan, attached as Exhibit "E", contains three sections that memorialize: 1) Position classifications; 2) Salary Ranges; 3) Employee benefit summaries by group.

The revised Salary and Compensation Plan for FY 2007-08 will be used to implement the compensation and benefit increases negotiated with IBFA as presented to the City Council tonight.

**ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

These benefit increases will cost approximately \$56,850 in FY 2007-08 and \$63,450 in FY 2008-09 and are available in the existing budget with the exception of 15,250 to be designated for personnel costs in each of FY 07-08 and FY 08-09 from Unallocated General Fund Balance.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2007-6540 approving revisions to the FY 2007-08 Salary and Compensation Plan based on the MOU with the IBFA.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary R. Brown, City Manager

Attachments:

1. Resolution 2007-6540
2. Exhibit "E" Revised Imperial Beach Salary and Compensation Plan effective July 1, 2007

**RESOLUTION NO. 2007-6540**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING REVISIONS TO THE FY 07-08 SALARY AND COMPENSATION PLAN BASED ON THE MEMORANDUM OF UNDERSTANDING WITH THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION**

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

**WHEREAS**, the provisions of Ordinance No. 41 of the City of Imperial Beach provides that the compensation of appointive officers and employees of the City of Imperial Beach may be amended by the City Council of said City from time to time by resolution; and

**WHEREAS**, at their September 19, 2007 meeting the City Council approved a Memorandum of Understanding (MOU) with the Imperial Beach Firefighters' Association (IBFA), to be retroactive to July 1, 2007; and

**WHEREAS**, the MOU agreement included but was not limited to, a cost of living and salary adjustment for employees represented by IBFA of 4.75%, to be retroactive to July 1, 2007; and

**WHEREAS**, these salary adjustments and other benefits have been updated in the attached Salary and Compensation Plan identified as Exhibit "E".

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach, that:

1. The fiscal year 2007-08 Salary and Compensation Plan as revised and attached hereto as Exhibit "E" is adopted by the City Council of the City of Imperial Beach in accordance with approved labor contracts, and is retroactive to July 1, 2007.
2. The City Manager is empowered, authorized, and instructed to place the present classifications in the appropriate step of the established standard salary rate in accordance with length of service and meritorious service.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19<sup>th</sup> day of September 2007, 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. 2007-6528 – A Resolution of the City Council of the City of Imperial Beach, California APPROVING THE SALARY AND COMPENSATION PLAN FOR CERTAIN EMPLOYEE GROUPS AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SEIU FOR FISCAL YEAR 2007-08.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

Exhibit "E"



***City of Imperial Beach***

**FY 2007-08  
SALARY & COMPENSATION PLAN**

**Effective July 1, 2007**

**Adopted August 1, 2007 by Resolution No. 2007-6528  
Revised September 19, 2007 by Resolution No. 2007-6540**

City of Imperial Beach

**SECTION 1**  
**POSITION CLASSIFICATIONS**  
**AND MONTHLY COMPENSATION SCHEDULE**

**FY 2007-2008**

**CITY OF IMPERIAL BEACH  
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE  
EFFECTIVE JULY 1, 2007 - JUNE 30, 2008**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
5010	ACCOUNT/CLERK TECHNICIAN	32	2,482	- 3,168
5020	ADMINISTRATIVE INTERN	29	2,257	- 2,882
5025	ADMINISTRATIVE INTERN-GIS	29	2,257	- 2,882
5030	ADMINISTRATIVE SECRETARY I	39	2,850	- 3,637
5040	ADMINISTRATIVE SECRETARY II	43	3,077	- 3,927
5050	ASSISTANT PLANNER	46	3,268	- 4,169
9000	ASSISTANT PLANNER (Environmental Program Specialist)	46	3,268	- 4,169
5065	ASSISTANT PROJECT MANAGER	52	3,784	- 4,829
5060	ASSOCIATE PLANNER	52	3,784	- 4,829
8010	BEACH LIFEGUARD I	30	2,345	- 2,993
8020	BEACH LIFEGUARD II	37	2,714	- 3,464
8030	BEACH LIFEGUARD LIEUTENANT	50	3,692	- 4,711
8040	BEACH LIFEGUARD SERGEANT	49	3,526	- 4,501
9010	BEACH MAINTENANCE WORKER	18	1,688	- 2,156
5070	BUILDING & PLANNING TECHNICIAN	42	2,995	- 3,824
5080	BUILDING/HOUSING INSPECTOR I	51	3,727	- 4,758
5090	BUILDING/HOUSING INSPECTOR II	55	4,097	- 5,228
6010	CLERK TYPIST	29	2,257	- 2,882
6020	CODE COMPLIANCE OFFICER	48	3,439	- 4,392
6030	COPIER CLERK	9	1,368	- 1,747
6040	CRAFT INSTRUCTOR	9	1,368	- 1,747
9020	CUSTODIAN	24	1,982	- 2,529
6050	CUSTOMER SERVICE SPECIALIST	41	2,959	- 3,776
4010	DEPUTY CITY CLERK (Records Technician)	43	3,077	- 3,927
4020	FINANCIAL SERVICES ASSISTANT	48	3,439	- 4,392
6065	FIRE SAFETY INSPECTOR II	55	4,097	- 5,228
6060	FIRE SAFETY INSPECTOR II (PT)	64	5,039	- 6,431
9030	FLEET SUPERVISOR	52	3,784	- 4,829
9040	GRAFFITI PROGRAM COORDINATOR	44	3,147	- 4,019
9050	GROUPS & FACILITIES SUPERVISOR	56	4,200	- 5,359
9060	HEAVY EQUIPMENT OPERATOR	41	2,959	- 3,776
6070	JUNIOR CLERK TYPIST	19	1,736	- 2,215
9070	MAINTENANCE WORKER	33	2,527	- 3,226
9080	MAINTENANCE WORKER I	36	2,682	- 3,424
9090	MAINTENANCE WORKER II	41	2,959	- 3,776
11110	MECHANIC HELPER	15	1,563	- 1,994
11120	MECHANIC I	40	2,883	- 3,680
11130	MECHANIC II	45	3,176	- 4,054
6075	OFFICE SPECIALIST	29	2,257	- 2,882
4030	PERSONNEL SERVICES ASSISTANT	51	3,727	- 4,758
11140	PIER/BEACH MAINTENANCE WORKER	32	2,482	- 3,168
6080	PROGRAM AIDE	10	1,402	- 1,789

**CITY OF IMPERIAL BEACH  
CLASSIFICATION AND COMPENSATION SCHEDULE  
EFFECTIVE JULY 1, 2007 - JUNE 30, 2008**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
6090	PROGRAM COORDINATOR	30	2,345	2,993
11150	PROJECT MANAGER TECHNICIAN	45	3,176	4,054
7000	RECREATION LEADER	17	1,642	2,096
7010	RECREATION PROGRAM AIDE	10	1,402	1,789
7020	RECREATION PROGRAM COORDINATOR	34	2,552	3,258
7025	RESIDENTIAL FIRE/SAFETY INSPECTOR	39	2,850	3,637
7030	SENIOR ACCOUNT TECHNICIAN	38	2,803	3,576
11155	SENIOR PUBLIC WORKS SUPERVISOR	64	5,039	6,431
11160	SEWER SUPERVISOR	50	3,692	4,711
11170	STREET SUPERVISOR	50	3,692	4,711
11180	TIDELANDS SUPERVISOR	50	3,692	4,711

<u>Job No.</u>	<u>Fire Department (sworn)</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
8080	Firefighter	6	3,598	4,592
8090	Firefighter/Paramedic	FP6	4,005	5,111
8060	Fire Engineer	7	4,005	5,111
8070	Fire Engineer/Paramedic	FP7	4,305	5,494
8050	Fire Captain	8	4,739	6,049

<u>Job No.</u>	<u>Management and Mid-management</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
2020	ASSISTANT CITY MANAGER	BAND	5,611	10,099
6000	BUILDING OFFICIAL	BAND	5,166	6,592
2030	CITY CLERK	BAND	5,611	10,099
3010	CITY PLANNER	BAND	4,489	6,172
2040	COMMUNITY DEVELOPMENT DIRECTOR	BAND	5,611	10,099
3025	ENVIRONMENTAL PROGRAM MANAGER	BAND	4,489	6,172
2010	FINANCE DIRECTOR	BAND	5,611	10,099
3040	FINANCE SUPERVISOR	BAND	4,489	6,172
3050	LIFEGUARD CAPTAIN	BAND	4,489	6,172
3060	MANAGEMENT ANALYST	BAND	3,928	5,050
6071	NETWORK ADMINISTRATOR	BAND	4,489	6,172
2050	PUBLIC SAFETY DIRECTOR/FIRE CHIEF	BAND	5,611	10,099
2060	PUBLIC WORKS DIRECTOR	BAND	5,611	10,099
3070	PUBLIC WORKS SUPERINTENDENT	BAND	4,489	6,172
3080	REDEVELOPMENT COORDINATOR	BAND	5,562	7,099

<u>Job No.</u>	<u>Elected and City Manager</u>	<u>Range</u>	<u>Monthly Salary</u>	
1010	CITY COUNCILMEMBER	N/A		300
1020	CITY MANAGER	N/A		Contract
1030	MAYOR	N/A		1,100

City of Imperial Beach

**SECTION 2**  
**SALARY RANGES AND STEPS**

**FY 2007-2008**

CITY OF IMPERIAL BEACH  
SALARY RANGES AND STEPS  
Fire and Miscellaneous Employee Groups  
EFFECTIVE July 1, 2007 - June 30, 2008

SWORN FIRE EMPLOYEES (Includes 4.75% increase as of July 1, 2007)

<b>FIRE RANGE 06-40 HRS</b>	<b>06/01</b>	<b>06/02</b>	<b>06/03</b>	<b>06/04</b>	<b>06/05</b>	<b>06/06</b>
Hourly	20.760	21.797	22.887	24.032	25.233	26.495
BI-WEEKLY	1660.80	1743.76	1830.96	1922.56	2018.64	2119.60
ANNUAL	43180.80	45337.76	47604.96	49986.56	52484.64	55109.60
<b>FIRE RANGE 07-40 HRS</b>	<b>07/01</b>	<b>07/02</b>	<b>07/03</b>	<b>07/04</b>	<b>07/05</b>	<b>07/06</b>
Hourly	23.103	24.258	25.471	26.745	28.082	29.486
BI-WEEKLY	1848.24	1940.64	2037.68	2139.6	2246.56	2358.88
ANNUAL	48054.24	50456.64	52979.68	55629.6	58410.56	61330.88
<b>FIRE RANGE 08-40 HRS</b>	<b>08/01</b>	<b>08/02</b>	<b>08/03</b>	<b>08/04</b>	<b>08/05</b>	<b>08/06</b>
Hourly	27.342	28.709	30.144	31.652	33.234	34.896
BI-WEEKLY	2187.36	2296.72	2411.52	2532.16	2658.72	2791.68
ANNUAL	56871.36	59714.72	62699.52	65836.16	69126.72	72583.68
<b>FIRE RANGE 6P-40 HRS</b>	<b>06P/01</b>	<b>06P/02</b>	<b>06P/03</b>	<b>06P/04</b>	<b>06P/05</b>	<b>06P/06</b>
Hourly	23.105	24.261	25.474	26.747	28.085	29.489
BI-WEEKLY	1848.40	1940.88	2037.92	2139.76	2246.8	2359.12
ANNUAL	48058.40	50462.88	52985.92	55633.76	58416.8	61337.12
<b>FIRE RANGE 7P-40 HRS</b>	<b>07P/01</b>	<b>07P/02</b>	<b>07P/03</b>	<b>07P/04</b>	<b>07P/05</b>	<b>07P/06</b>
Hourly	24.836	26.078	27.381	28.751	30.188	31.698
BI-WEEKLY	1986.88	2086.24	2190.48	2300.08	2415.04	2535.84
ANNUAL	51658.88	54242.24	56952.48	59802.08	62791.04	65931.84
<b>FIRE RANGE F06-56 HRS</b>	<b>F06/01</b>	<b>F06/02</b>	<b>F06/03</b>	<b>F06/04</b>	<b>F06/05</b>	<b>F06/06</b>
Hourly	14.828	15.57	16.348	17.166	18.024	18.925
BI-WEEKLY	1660.74	1743.84	1830.98	1922.59	2018.69	2119.60
ANNUAL	43179.14	45339.84	47605.38	49987.39	52485.89	55109.60
<b>FIRE RANGE F07-56 HRS</b>	<b>F07/01</b>	<b>F07/02</b>	<b>F07/03</b>	<b>F07/04</b>	<b>F07/05</b>	<b>F07/06</b>
Hourly	16.502	17.327	18.194	19.103	20.059	21.062
BI-WEEKLY	1848.22	1940.62	2037.73	2139.54	2246.61	2358.94
ANNUAL	48053.82	50456.22	52980.93	55627.94	58411.81	61332.54
<b>FIRE RANGE F08-56 HRS</b>	<b>F08/01</b>	<b>F08/02</b>	<b>F08/03</b>	<b>F08/04</b>	<b>F08/05</b>	<b>F08/06</b>
Hourly	19.530	20.506	21.532	22.608	23.739	24.926
BI-WEEKLY	2187.36	2296.67	2411.58	2532.1	2658.77	2791.71
ANNUAL	56871.36	59713.47	62701.18	65834.5	69127.97	72584.51
<b>FIRE RANGE FP6-56 HRS</b>	<b>FP6/01</b>	<b>FP6/02</b>	<b>FP6/03</b>	<b>FP6/04</b>	<b>FP6/05</b>	<b>FP6/06</b>
Hourly	16.504	17.329	18.195	19.105	20.061	21.063
BI-WEEKLY	1848.45	1940.85	2037.84	2139.76	2246.83	2359.06
ANNUAL	48059.65	50462.05	52983.84	55633.76	58417.63	61335.46
<b>FIRE RANGE FP7-56 HRS</b>	<b>FP7/01</b>	<b>FP7/02</b>	<b>FP7/03</b>	<b>FP7/04</b>	<b>FP7/05</b>	<b>FP7/06</b>
Hourly	17.740	18.627	19.558	20.536	21.563	22.641
BI-WEEKLY	1986.88	2086.22	2190.5	2300.03	2415.06	2535.79
ANNUAL	51658.88	54241.82	56952.9	59800.83	62791.46	65930.59

MISCELLANEOUS EMPLOYEES (Includes 4% increase as of July 1, 2007)

<b>RANGE 09</b>	<b>9/01</b>	<b>9/02</b>	<b>9/03</b>	<b>9/04</b>	<b>9/05</b>	<b>9/06</b>
Hourly	7.892	8.288	8.706	9.143	9.601	10.079
BI-WEEKLY	631.36	663.04	696.48	731.44	768.08	806.32
ANNUAL	16415.36	17239.04	18108.48	19017.44	19970.08	20964.32
<b>RANGE 10</b>	<b>10/01</b>	<b>10/02</b>	<b>10/03</b>	<b>10/04</b>	<b>10/05</b>	<b>10/06</b>
Hourly	8.086	8.490	8.915	9.359	9.830	10.322
BI-WEEKLY	646.88	679.2	713.2	748.72	786.40	825.76
ANNUAL	16818.88	17659.2	18543.2	19466.72	20446.40	21469.76
<b>RANGE 11</b>	<b>11/01</b>	<b>11/02</b>	<b>11/03</b>	<b>11/04</b>	<b>11/05</b>	<b>11/06</b>
Hourly	8.288	8.706	9.143	9.601	10.079	10.584
BI-WEEKLY	663.04	696.48	731.44	768.08	806.32	846.72
ANNUAL	17239.04	18108.48	19017.44	19970.08	20964.32	22014.72

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<b>RANGE 12</b>	<b>12/01</b>	<b>12/02</b>	<b>12/03</b>	<b>12/04</b>	<b>12/05</b>	<b>12/06</b>
Hourly	8.497	8.921	9.366	9.837	10.328	10.847
BI-WEEKLY	679.76	713.68	749.28	786.96	826.24	867.76
ANNUAL	17673.76	18555.68	19481.28	20460.96	21482.24	22561.76
<b>RANGE 13</b>	<b>13/01</b>	<b>13/02</b>	<b>13/03</b>	<b>13/04</b>	<b>13/05</b>	<b>13/06</b>
Hourly	8.713	9.150	9.608	10.086	10.591	11.123
BI-WEEKLY	697.04	732.00	768.64	806.88	847.28	889.84
ANNUAL	18123.04	19032.00	19984.64	20978.88	22029.28	23135.84
<b>RANGE 14</b>	<b>14/01</b>	<b>14/02</b>	<b>14/03</b>	<b>14/04</b>	<b>14/05</b>	<b>14/06</b>
Hourly	8.928	9.372	9.844	10.335	10.854	11.399
BI-WEEKLY	714.24	749.76	787.52	826.8	868.32	911.92
ANNUAL	18570.24	19493.76	20475.52	21496.8	22576.32	23709.92
<b>RANGE 15</b>	<b>15/01</b>	<b>15/02</b>	<b>15/03</b>	<b>15/04</b>	<b>15/05</b>	<b>15/06</b>
Hourly	9.019	9.467	9.938	10.436	10.961	11.507
BI-WEEKLY	721.52	757.36	795.04	834.88	876.88	920.56
ANNUAL	18759.52	19691.36	20671.04	21706.88	22798.88	23934.56
<b>RANGE 16</b>	<b>16/01</b>	<b>16/02</b>	<b>16/03</b>	<b>16/04</b>	<b>16/05</b>	<b>16/06</b>
Hourly	9.2440	9.7090	10.1940	10.7050	11.2440	11.8100
BI-WEEKLY	739.52	776.72	815.52	856.4	899.52	944.80
ANNUAL	19227.52	20194.72	21203.52	22266.4	23387.52	24564.80
<b>RANGE 17</b>	<b>17/01</b>	<b>17/02</b>	<b>17/03</b>	<b>17/04</b>	<b>17/05</b>	<b>17/06</b>
Hourly	9.4730	9.9450	10.4430	10.9680	11.5130	12.0920
BI-WEEKLY	757.84	795.60	835.44	877.44	921.04	967.36
ANNUAL	19703.84	20685.60	21721.44	22813.44	23947.04	25151.36
<b>RANGE 18</b>	<b>18/01</b>	<b>18/02</b>	<b>18/03</b>	<b>18/04</b>	<b>18/05</b>	<b>18/06</b>
Hourly	9.7400	10.2270	10.7390	11.2780	11.8430	12.4360
BI-WEEKLY	779.2	818.16	859.12	902.24	947.44	994.88
ANNUAL	20259.2	21272.16	22337.12	23458.24	24633.44	25866.88
<b>RANGE 19</b>	<b>19/01</b>	<b>19/02</b>	<b>19/03</b>	<b>19/04</b>	<b>19/05</b>	<b>19/06</b>
Hourly	10.013	10.517	11.042	11.594	12.173	12.779
BI-WEEKLY	801.04	841.36	883.36	927.52	973.84	1022.32
ANNUAL	20827.04	21875.36	22967.36	24115.52	25319.84	26580.32
<b>RANGE 20</b>	<b>20/01</b>	<b>20/02</b>	<b>20/03</b>	<b>20/04</b>	<b>20/05</b>	<b>20/06</b>
Hourly	10.261	10.773	11.311	11.877	12.469	13.096
BI-WEEKLY	820.88	861.84	904.88	950.16	997.52	1047.68
ANNUAL	21342.88	22407.84	23526.88	24704.16	25935.52	27239.68
<b>RANGE 21</b>	<b>21/01</b>	<b>21/02</b>	<b>21/03</b>	<b>21/04</b>	<b>21/05</b>	<b>21/06</b>
Hourly	10.517	11.042	11.594	12.173	12.779	13.419
BI-WEEKLY	841.36	883.36	927.52	973.84	1022.32	1073.52
ANNUAL	21875.36	22967.36	24115.52	25319.84	26580.32	27911.52
<b>RANGE 22</b>	<b>22/01</b>	<b>22/02</b>	<b>22/03</b>	<b>22/04</b>	<b>22/05</b>	<b>22/06</b>
Hourly	10.780	11.318	11.884	12.476	13.102	13.756
BI-WEEKLY	862.4	905.44	950.72	998.08	1048.16	1100.48
ANNUAL	22422.4	23541.44	24718.72	25950.08	27252.16	28612.48
<b>RANGE 23</b>	<b>23/01</b>	<b>23/02</b>	<b>23/03</b>	<b>23/04</b>	<b>23/05</b>	<b>23/06</b>
Hourly	11.049	11.601	12.18	12.786	13.426	14.099
BI-WEEKLY	883.92	928.08	974.4	1022.88	1074.08	1127.92
ANNUAL	22981.92	24130.08	25334.4	26594.88	27926.08	29325.92
<b>RANGE 24</b>	<b>24/01</b>	<b>24/02</b>	<b>24/03</b>	<b>24/04</b>	<b>24/05</b>	<b>24/06</b>
Hourly	11.435	12.005	12.604	13.237	13.897	14.59
BI-WEEKLY	914.8	960.4	1008.32	1058.96	1111.76	1167.2
ANNUAL	23784.8	24970.4	26216.32	27532.96	28905.76	30347.2
<b>RANGE 25</b>	<b>25/01</b>	<b>25/02</b>	<b>25/03</b>	<b>25/04</b>	<b>25/05</b>	<b>25/06</b>
Hourly	11.722	12.308	12.921	13.567	14.247	14.961
BI-WEEKLY	937.76	984.64	1033.68	1085.36	1139.76	1196.88
ANNUAL	24381.76	25600.64	26875.68	28219.36	29633.76	31118.88

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<b>RANGE 26</b>	<b>26/01</b>	<b>26/02</b>	<b>26/03</b>	<b>26/04</b>	<b>26/05</b>	<b>26/06</b>
Hourly	12.018	12.618	13.25	13.91	14.604	15.331
BI-WEEKLY	961.44	1009.44	1060	1112.8	1168.32	1226.48
ANNUAL	24997.44	26245.44	27560	28932.8	30376.32	31888.48
<b>RANGE 27</b>	<b>27/01</b>	<b>27/02</b>	<b>27/03</b>	<b>27/04</b>	<b>27/05</b>	<b>27/06</b>
Hourly	12.321	12.941	13.587	14.267	14.981	15.728
BI-WEEKLY	985.68	1035.28	1086.96	1141.36	1198.48	1258.24
ANNUAL	25627.68	26917.28	28260.96	29675.36	31160.48	32714.24
<b>RANGE 28</b>	<b>28/01</b>	<b>28/02</b>	<b>28/03</b>	<b>28/04</b>	<b>28/05</b>	<b>28/06</b>
Hourly	12.631	13.264	13.931	14.624	15.358	16.125
Overtime	18.9465	19.896	20.8965	21.936	23.037	24.1875
BI-WEEKLY	1010.48	1061.12	1114.48	1169.92	1228.64	1290
ANNUAL	26272.48	27589.12	28976.48	30417.92	31944.64	33540
<b>RANGE 29</b>	<b>29/01</b>	<b>29/02</b>	<b>29/03</b>	<b>29/04</b>	<b>29/05</b>	<b>29/06</b>
Hourly	13.017	13.668	14.355	15.075	15.829	16.624
BI-WEEKLY	1041.36	1093.44	1148.4	1206	1266.32	1329.92
ANNUAL	27075.36	28429.44	29858.4	31356	32924.32	34577.92
<b>RANGE 30</b>	<b>30/01</b>	<b>30/02</b>	<b>30/03</b>	<b>30/04</b>	<b>30/05</b>	<b>30/06</b>
Hourly	13.528	14.207	14.92	15.668	16.449	17.27
BI-WEEKLY	1082.24	1136.56	1193.6	1253.44	1315.92	1381.6
ANNUAL	28138.24	29550.56	31033.6	32589.44	34213.92	35921.6
<b>RANGE 31</b>	<b>31/01</b>	<b>31/02</b>	<b>31/03</b>	<b>31/04</b>	<b>31/05</b>	<b>31/06</b>
Hourly	13.87	14.563	15.291	16.058	16.859	17.701
BI-WEEKLY	1109.6	1165.04	1223.28	1284.64	1348.72	1416.08
ANNUAL	28849.6	30291.04	31805.28	33400.64	35066.72	36818.08
<b>RANGE 32</b>	<b>32/01</b>	<b>32/02</b>	<b>32/03</b>	<b>32/04</b>	<b>32/05</b>	<b>32/06</b>
Hourly	14.32	15.035	15.789	16.577	17.405	18.273
BI-WEEKLY	1145.6	1202.8	1263.12	1326.16	1392.4	1461.84
ANNUAL	29785.6	31272.8	32841.12	34480.16	36202.4	38007.84
<b>RANGE 33</b>	<b>33/01</b>	<b>33/02</b>	<b>33/03</b>	<b>33/04</b>	<b>33/05</b>	<b>33/06</b>
Hourly	14.579	15.311	16.078	16.88	17.721	18.61
BI-WEEKLY	1166.32	1224.88	1286.24	1350.4	1417.68	1488.8
ANNUAL	30324.32	31846.88	33442.24	35110.4	36859.68	38708.8
<b>RANGE 34</b>	<b>34/01</b>	<b>34/02</b>	<b>34/03</b>	<b>34/04</b>	<b>34/05</b>	<b>34/06</b>
Hourly	14.726	15.459	16.233	17.048	17.903	18.798
BI-WEEKLY	1178.08	1236.72	1298.64	1363.84	1432.24	1503.84
ANNUAL	30630.08	32154.72	33764.64	35459.84	37238.24	39099.84
<b>RANGE 35</b>	<b>35/01</b>	<b>35/02</b>	<b>35/03</b>	<b>35/04</b>	<b>35/05</b>	<b>35/06</b>
Hourly	15.095	15.849	16.644	17.479	18.354	19.27
BI-WEEKLY	1207.6	1267.92	1331.52	1398.32	1468.32	1541.6
ANNUAL	31397.6	32965.92	34619.52	36356.32	38176.32	40081.6
<b>RANGE 36</b>	<b>36/01</b>	<b>36/02</b>	<b>36/03</b>	<b>36/04</b>	<b>36/05</b>	<b>36/06</b>
Hourly	15.472	16.247	17.061	17.916	18.812	19.755
BI-WEEKLY	1237.76	1299.76	1364.88	1433.28	1504.96	1580.4
ANNUAL	32181.76	33793.76	35486.88	37265.28	39128.96	41090.4
<b>RANGE 37</b>	<b>37/01</b>	<b>37/02</b>	<b>37/03</b>	<b>37/04</b>	<b>37/05</b>	<b>37/06</b>
Hourly	15.657	16.442	17.263	18.125	19.034	19.983
BI-WEEKLY	1252.56	1315.36	1381.04	1450	1522.72	1598.64
ANNUAL	32566.56	34199.36	35907.04	37700	39590.72	41564.64
<b>RANGE 38</b>	<b>38/01</b>	<b>38/02</b>	<b>38/03</b>	<b>38/04</b>	<b>38/05</b>	<b>38/06</b>
Hourly	16.168	16.974	17.822	18.711	19.647	20.63
BI-WEEKLY	1293.44	1357.92	1425.76	1496.88	1571.76	1650.4
ANNUAL	33629.44	35305.92	37069.76	38918.88	40865.76	42910.4
<b>RANGE 39</b>	<b>39/01</b>	<b>39/02</b>	<b>39/03</b>	<b>39/04</b>	<b>39/05</b>	<b>39/06</b>
Hourly	16.441	17.263	18.125	19.034	19.983	20.98
BI-WEEKLY	1315.28	1381.04	1450	1522.72	1598.64	1678.4
ANNUAL	34197.28	35907.04	37700	39590.72	41564.64	43638.4

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RANGE 40	40/01	40/02	40/03	40/04	40/05	40/06
Hourly	16.63	17.465	18.341	19.256	20.219	21.229
BI-WEEKLY	1330.4	1397.2	1467.28	1540.48	1617.52	1698.32
ANNUAL	34590.4	36327.2	38149.28	40052.48	42055.52	44156.32
RANGE 41	41/01	41/02	41/03	41/04	41/05	41/06
Hourly	17.072	17.923	18.819	19.761	20.751	21.788
BI-WEEKLY	1365.76	1433.84	1505.52	1580.88	1660.08	1743.04
ANNUAL	35509.76	37279.84	39143.52	41102.88	43162.08	45319.04
RANGE 42	42/01	42/02	42/03	42/04	42/05	42/06
Hourly	17.282	18.145	19.054	20.01	21.014	22.064
BI-WEEKLY	1382.56	1451.6	1524.32	1600.8	1681.12	1765.12
ANNUAL	35946.56	37741.6	39632.32	41620.8	43709.12	45893.12
RANGE 43	43/01	43/02	43/03	43/04	43/05	43/06
Hourly	17.755	18.644	19.573	20.549	21.579	22.656
BI-WEEKLY	1420.4	1491.52	1565.84	1643.92	1726.32	1812.48
ANNUAL	36930.4	38779.52	40711.84	42741.92	44884.32	47124.48
RANGE 44	44/01	44/02	44/03	44/04	44/05	44/06
Hourly	18.159	19.068	20.024	21.027	22.077	23.182
BI-WEEKLY	1452.72	1525.44	1601.92	1682.16	1766.16	1854.56
ANNUAL	37770.72	39661.44	41649.92	43736.16	45920.16	48218.56
RANGE 45	45/01	45/02	45/03	45/04	45/05	45/06
Hourly	18.325	19.243	20.206	21.216	22.279	23.39
BI-WEEKLY	1466	1539.44	1616.48	1697.28	1782.32	1871.2
ANNUAL	38116	40025.44	42028.48	44129.28	46340.32	48651.2
RANGE 46	46/01	46/02	46/03	46/04	46/05	46/06
Hourly	18.85	19.795	20.785	21.822	22.912	24.057
BI-WEEKLY	1508	1583.6	1662.8	1745.76	1832.96	1924.56
ANNUAL	39208	41173.6	43232.8	45389.76	47656.96	50038.56
RANGE 47	47/01	47/02	47/03	47/04	47/05	47/06
Hourly	19.324	20.293	21.310	22.374	23.491	24.663
BI-WEEKLY	1545.92	1623.44	1704.8	1789.92	1879.28	1973.04
ANNUAL	40193.92	42209.44	44324.8	46537.92	48861.28	51299.04
RANGE 48	48/01	48/02	48/03	48/04	48/05	48/06
Hourly	19.844	20.839	21.882	22.98	24.131	25.336
BI-WEEKLY	1587.52	1667.12	1750.56	1838.4	1930.48	2026.88
ANNUAL	41275.52	43345.12	45514.56	47798.4	50192.48	52698.88
RANGE 49	49/01	49/02	49/03	49/04	49/05	49/06
Hourly	20.34	21.357	22.428	23.552	24.73	25.969
BI-WEEKLY	1627.2	1708.56	1794.24	1884.16	1978.4	2077.52
ANNUAL	42307.2	44422.56	46650.24	48988.16	51438.4	54015.52
RANGE 50	50/01	50/02	50/03	50/04	50/05	50/06
Hourly	21.301	22.367	23.485	24.656	25.888	27.181
BI-WEEKLY	1704.08	1789.36	1878.8	1972.48	2071.04	2174.48
ANNUAL	44306.08	46523.36	48848.8	51284.48	53847.04	56536.48
RANGE 51	51/01	51/02	51/03	51/04	51/05	51/06
Hourly	21.504	22.582	23.714	24.899	26.144	27.45
BI-WEEKLY	1720.32	1806.56	1897.12	1991.92	2091.52	2196
ANNUAL	44728.32	46970.56	49325.12	51789.92	54379.52	57096
RANGE 52	52/01	52/02	52/03	52/04	52/05	52/06
Hourly	21.826	22.919	24.064	25.269	26.535	27.861
BI-WEEKLY	1746.08	1833.52	1925.12	2021.52	2122.8	2228.88
ANNUAL	45398.08	47671.52	50053.12	52559.52	55192.8	57950.88
RANGE 53	53/01	53/02	53/03	53/04	53/05	53/06
Hourly	22.374	23.491	24.663	25.895	27.188	28.548
BI-WEEKLY	1789.92	1879.28	1973.04	2071.6	2175.04	2283.84
ANNUAL	46537.92	48861.28	51299.04	53861.6	56551.04	59379.84

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RANGE 54	54/01	54/02	54/03	54/04	54/05	54/06
Hourly	22.932	24.077	25.282	26.548	27.875	29.268
BI-WEEKLY	1834.56	1926.16	2022.56	2123.84	2230	2341.44
ANNUAL	47698.56	50080.16	52586.56	55219.84	57980	60877.44
RANGE 55	55/01	55/02	55/03	55/04	55/05	55/06
Hourly	23.633	24.818	26.057	27.363	28.730	30.164
BI-WEEKLY	1890.64	1985.44	2084.56	2189.04	2298.4	2413.12
ANNUAL	49156.64	51621.44	54198.56	56915.04	59758.4	62741.12
RANGE 56	56/01	56/02	56/03	56/04	56/05	56/06
Hourly	24.225	25.437	26.71	28.043	29.443	30.918
BI-WEEKLY	1938	2034.96	2136.8	2243.44	2355.44	2473.44
ANNUAL	50388	52908.96	55556.8	58329.44	61241.44	64309.44
RANGE 57	57/01	57/02	57/03	57/04	57/05	57/06
Hourly	24.831	26.07	27.376	28.743	30.177	31.685
BI-WEEKLY	1986.48	2085.6	2190.08	2299.44	2414.16	2534.8
ANNUAL	51648.48	54225.6	56942.08	59785.44	62768.16	65904.8
RANGE 58	58/01	58/02	58/03	58/04	58/05	58/06
Hourly	25.451	26.723	28.056	29.457	30.931	32.48
BI-WEEKLY	2036.08	2137.84	2244.48	2356.56	2474.48	2598.4
ANNUAL	52938.08	55583.84	58356.48	61270.56	64336.48	67558.4
RANGE 59	59/01	59/02	59/03	59/04	59/05	59/06
Hourly	26.09	27.396	28.763	30.204	31.712	33.301
BI-WEEKLY	2087.2	2191.68	2301.04	2416.32	2536.96	2664.08
ANNUAL	54267.2	56983.68	59827.04	62824.32	65960.96	69266.08
RANGE 60	60/01	60/02	60/03	60/04	60/05	60/06
Hourly	26.743	28.083	29.49	30.965	32.513	34.136
BI-WEEKLY	2139.44	2246.64	2359.2	2477.2	2601.04	2730.88
ANNUAL	55625.44	58412.64	61339.2	64407.2	67627.04	71002.88
RANGE 61	61/01	61/02	61/03	61/04	61/05	61/06
Hourly	27.41	28.784	30.224	31.733	33.335	35.005
BI-WEEKLY	2192.8	2302.72	2417.92	2538.64	2666.8	2800.4
ANNUAL	57012.8	59870.72	62865.92	66004.64	69336.8	72810.4
RANGE 62	62/01	62/02	62/03	62/04	62/05	62/06
Hourly	28.097	29.504	30.978	32.527	34.156	35.867
BI-WEEKLY	2247.76	2360.32	2478.24	2602.16	2732.48	2869.36
ANNUAL	58441.76	61368.32	64434.24	67656.16	71044.48	74603.36
RANGE 63	63/01	63/02	63/03	63/04	63/05	63/06
Hourly	28.366	29.787	31.275	32.837	34.48	36.203
BI-WEEKLY	2269.28	2382.96	2502	2626.96	2758.4	2896.24
ANNUAL	59001.28	61956.96	65052	68300.96	71718.4	75302.24
RANGE 64	64/01	64/02	64/03	64/04	64/05	64/06
Hourly	29.073	30.527	32.056	33.658	35.341	37.105
BI-WEEKLY	2325.84	2442.16	2564.48	2692.64	2827.28	2968.4
ANNUAL	60471.84	63496.16	66676.48	70008.64	73509.28	77178.4
RANGE 65	65/01	65/02	65/03	65/04	65/05	65/06
Hourly	29.8	31.288	32.85	34.493	36.217	38.028
BI-WEEKLY	2384.00	2503.04	2628.00	2759.44	2897.36	3042.24
ANNUAL	61984	65079.04	68328	71745.44	75331.36	79098.24
RANGE 66	66/01	66/02	66/03	66/04	66/05	66/06
Hourly	30.547	32.076	33.678	35.362	37.132	38.991
BI-WEEKLY	2443.76	2566.08	2694.24	2828.96	2970.56	3119.28
ANNUAL	63537.76	66718.08	70050.24	73552.96	77234.56	81101.28
RANGE 67	67/01	67/02	67/03	67/04	67/05	67/06
Hourly	31.308	32.877	34.52	36.244	38.055	39.96
BI-WEEKLY	2504.64	2630.16	2761.6	2899.52	3044.4	3196.8
ANNUAL	65120.64	68384.16	71801.6	75387.52	79154.4	83116.8

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<b>RANGE 68</b>	<b>68/01</b>	<b>68/02</b>	<b>68/03</b>	<b>68/04</b>	<b>68/05</b>	<b>68/06</b>
Hourly	32.089	33.692	35.375	37.146	39.004	40.957
BI-WEEKLY	2567.12	2695.36	2830	2971.68	3120.32	3276.56
ANNUAL	66745.12	70079.36	73580	77263.68	81128.32	85190.56
<b>RANGE 69</b>	<b>69/01</b>	<b>69/02</b>	<b>69/03</b>	<b>69/04</b>	<b>69/05</b>	<b>69/06</b>
Hourly	32.911	34.554	36.284	38.095	40.001	42.000
BI-WEEKLY	2632.88	2764.32	2902.72	3047.6	3200.08	3360.00
ANNUAL	68454.88	71872.32	75470.72	79237.6	83202.08	87360.00
<b>RANGE 70</b>	<b>70/01</b>	<b>70/02</b>	<b>70/03</b>	<b>70/04</b>	<b>70/05</b>	<b>70/06</b>
Hourly	33.732	35.422	37.193	39.051	41.004	43.057
BI-WEEKLY	2698.56	2833.76	2975.44	3124.08	3280.32	3444.56
ANNUAL	70162.56	73677.76	77361.44	81226.08	85288.32	89558.56
<b>RANGE 71</b>	<b>71/01</b>	<b>71/02</b>	<b>71/03</b>	<b>71/04</b>	<b>71/05</b>	<b>71/06</b>
Hourly	34.574	36.304	38.122	40.027	42.027	44.128
BI-WEEKLY	2765.92	2904.32	3049.76	3202.16	3362.16	3530.24
ANNUAL	71913.92	75512.32	79293.76	83256.16	87416.16	91786.24
<b>RANGE 72</b>	<b>72/01</b>	<b>72/02</b>	<b>72/03</b>	<b>72/04</b>	<b>72/05</b>	<b>72/06</b>
Hourly	35.436	37.206	39.065	41.017	43.071	45.225
BI-WEEKLY	2834.88	2976.48	3125.2	3281.36	3445.68	3618
ANNUAL	73706.88	77388.48	81255.2	85315.36	89587.68	94068
<b>RANGE 73</b>	<b>73/01</b>	<b>73/02</b>	<b>73/03</b>	<b>73/04</b>	<b>73/05</b>	<b>73/06</b>
Hourly	36.324	38.142	40.048	42.047	44.148	46.356
BI-WEEKLY	2905.92	3051.36	3203.84	3363.76	3531.84	3708.48
ANNUAL	75553.92	79335.36	83299.84	87457.76	91827.84	96420.48
<b>RANGE 74</b>	<b>74/01</b>	<b>74/02</b>	<b>74/03</b>	<b>74/04</b>	<b>74/05</b>	<b>74/06</b>
Hourly	37.233	39.098	41.051	43.104	45.259	47.521
BI-WEEKLY	2978.64	3127.84	3284.08	3448.32	3620.72	3801.68
ANNUAL	77444.64	81323.84	85386.08	89656.32	94138.72	98843.68
<b>RANGE 75</b>	<b>75/01</b>	<b>75/02</b>	<b>75/03</b>	<b>75/04</b>	<b>75/05</b>	<b>75/06</b>
Hourly	38.162	40.068	42.074	44.175	46.383	48.700
BI-WEEKLY	3052.96	3205.44	3365.92	3534	3710.64	3896
ANNUAL	79376.96	83341.44	87513.92	91884	96476.64	101296
<b>RANGE 76</b>	<b>76/01</b>	<b>76/02</b>	<b>76/03</b>	<b>76/04</b>	<b>76/05</b>	<b>76/06</b>
Hourly	39.119	41.078	43.131	45.286	47.548	49.925
BI-WEEKLY	3129.52	3286.24	3450.48	3622.88	3803.84	3994
ANNUAL	81367.52	85442.24	89712.48	94194.88	98899.84	103844
<b>RANGE 77</b>	<b>77/01</b>	<b>77/02</b>	<b>77/03</b>	<b>77/04</b>	<b>77/05</b>	<b>77/06</b>
Hourly	40.095	42.101	44.209	46.417	48.74	51.177
Overtime	60.1425	63.1515	66.3135	69.6255	73.11	76.7655
BI-WEEKLY	3207.6	3368.08	3536.72	3713.36	3899.2	4094.16
ANNUAL	83397.6	87570.08	91954.72	96547.36	101379.2	106448.16
<b>RANGE 78</b>	<b>78/01</b>	<b>78/02</b>	<b>78/03</b>	<b>78/04</b>	<b>78/05</b>	<b>78/06</b>
Hourly	41.098	43.152	45.306	47.568	49.945	52.443
Overtime	61.647	64.728	67.959	71.352	74.9175	78.6645
BI-WEEKLY	3287.84	3452.16	3624.48	3805.44	3995.6	4195.44
ANNUAL	85483.84	89756.16	94236.48	98941.44	103885.6	109081.44
<b>RANGE 79</b>	<b>79/01</b>	<b>79/02</b>	<b>79/03</b>	<b>79/04</b>	<b>79/05</b>	<b>79/06</b>
Hourly	42.128	44.236	46.451	48.774	51.211	53.770
BI-WEEKLY	3370.24	3538.88	3716.08	3901.92	4096.88	4301.6
ANNUAL	87626.24	92010.88	96618.08	101449.92	106518.88	111841.6
<b>RANGE 80</b>	<b>80/01</b>	<b>80/02</b>	<b>80/03</b>	<b>80/04</b>	<b>80/05</b>	<b>80/06</b>
Hourly	43.179	45.34	47.609	49.992	52.49	55.116
BI-WEEKLY	3454.32	3627.2	3808.72	3999.36	4199.2	4409.28
ANNUAL	89812.32	94307.2	99026.72	103983.36	109179.2	114641.28

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RANGE 81	81/01	81/02	81/03	81/04	81/05	81/06
Hourly	44.256	46.471	48.794	51.231	53.79	56.476
BI-WEEKLY	3540.48	3717.68	3903.52	4098.48	4303.2	4518.08
ANNUAL	92052.48	96659.68	101491.52	106560.48	111883.2	117470.08
RANGE 82	82/01	82/02	82/03	82/04	82/05	82/06
Hourly	45.36	47.629	50.013	52.51	55.136	57.89
BI-WEEKLY	3628.8	3810.32	4001.04	4200.8	4410.88	4631.2
ANNUAL	94348.8	99068.32	104027.04	109220.8	114682.88	120411.2
RANGE 83	83/01	83/02	83/03	83/04	83/05	83/06
Hourly	46.677	49.009	51.46	54.032	56.732	59.567
BI-WEEKLY	3734.16	3920.72	4116.8	4322.56	4538.56	4765.36
ANNUAL	97088.16	101938.72	107036.8	112386.56	118002.56	123899.36
RANGE 84	84/01	84/02	84/03	84/04	84/05	84/06
Hourly	47.844	50.235	52.746	55.385	58.153	61.061
BI-WEEKLY	3827.52	4018.8	4219.68	4430.8	4652.24	4884.88
ANNUAL	99515.52	104488.8	109711.68	115200.8	120958.24	127006.88
RANGE 85	85/01	85/02	85/03	85/04	85/05	85/06
Hourly	49.043	51.494	54.066	56.772	59.614	62.596
BI-WEEKLY	3923.44	4119.52	4325.28	4541.76	4769.12	5007.68
ANNUAL	102009.44	107107.52	112457.28	118085.76	123997.12	130199.68
RANGE 86	86/01	86/02	86/03	86/04	86/05	86/06
Hourly	50.767	53.305	55.971	58.772	61.708	64.791
BI-WEEKLY	4061.36	4264.4	4477.68	4701.76	4936.64	5183.28
ANNUAL	105595.36	110874.4	116419.68	122245.76	128352.64	134765.28
RANGE 87	87/01	87/02	87/03	87/04	87/05	87/06
Hourly	51.929	54.524	57.25	60.112	63.115	66.273
BI-WEEKLY	4154.32	4361.92	4580	4808.96	5049.2	5301.84
ANNUAL	108012.32	113409.92	119080	125032.96	131279.2	137847.84
RANGE 88	88/01	88/02	88/03	88/04	88/05	88/06
Hourly	53.224	55.884	58.678	61.613	64.697	67.929
BI-WEEKLY	4257.92	4470.72	4694.24	4929.04	5175.76	5434.32
ANNUAL	110705.92	116238.72	122050.24	128155.04	134569.76	141292.32
RANGE 89	89/01	89/02	89/03	89/04	89/05	89/06
Hourly	54.557	57.284	60.146	63.155	66.313	69.626
BI-WEEKLY	4364.56	4582.72	4811.68	5052.4	5305.04	5570.08
ANNUAL	113478.56	119150.72	125103.68	131362.4	137931.04	144822.08
RANGE 90	90/01	90/02	90/03	90/04	90/05	90/06
Hourly	55.924	58.718	61.654	64.737	67.976	71.376
BI-WEEKLY	4473.92	4697.44	4932.32	5178.96	5438.08	5710.08
ANNUAL	116321.92	122133.44	128240.32	134652.96	141390.08	148462.08
RANGE 91	91/01	91/02	91/03	91/04	91/05	91/06
Hourly	57.324	60.193	63.202	66.36	69.679	73.16
BI-WEEKLY	4585.92	4815.44	5056.16	5308.8	5574.32	5852.8
ANNUAL	119233.92	125201.44	131460.16	138028.8	144932.32	152172.8
RANGE 92	92/01	92/02	92/03	92/04	92/05	92/06
Hourly	58.759	61.694	64.778	68.016	71.417	74.985
BI-WEEKLY	4700.72	4935.52	5182.24	5441.28	5713.36	5998.8
ANNUAL	122218.72	128323.52	134738.24	141473.28	148547.36	155968.8
RANGE 93	93/01	93/02	93/03	93/04	93/05	93/06
Hourly	60.226	63.236	66.401	69.72	73.208	76.87
BI-WEEKLY	4818.08	5058.88	5312.08	5577.6	5856.64	6149.6
ANNUAL	125270.08	131530.88	138114.08	145017.6	152272.64	159889.6
RANGE 94	94/01	94/02	94/03	94/04	94/05	94/06
Hourly	61.735	64.818	68.057	71.457	75.032	78.782
BI-WEEKLY	4938.8	5185.44	5444.56	5716.56	6002.56	6302.56
ANNUAL	128408.8	134821.44	141558.56	148630.56	156066.56	163866.56

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RANGE 95	95/01	95/02	95/03	95/04	95/05	95/06
Hourly	62.993	66.145	69.451	72.925	76.574	80.405
BI-WEEKLY	5039.44	5291.6	5556.08	5834	6125.92	6432.4
ANNUAL	131025.44	137581.6	144458.08	151684	159273.92	167242.4
RANGE 96	96/01	96/02	96/03	96/04	96/05	96/06
Hourly	64.569	67.801	71.194	74.756	78.493	82.418
BI-WEEKLY	5165.52	5424.08	5695.52	5980.48	6279.44	6593.44
ANNUAL	134303.52	141026.08	148083.52	155492.48	163265.44	171429.44
RANGE 97	97/01	97/02	97/03	97/04	97/05	97/06
Hourly	66.185	69.498	72.972	76.621	80.452	84.472
BI-WEEKLY	5294.8	5559.84	5837.76	6129.68	6436.16	6757.76
ANNUAL	137664.8	144555.84	151781.76	159371.68	167340.16	175701.76
RANGE 98	98/01	98/02	98/03	98/04	98/05	98/06
Hourly	67.841	71.235	74.797	78.533	82.459	86.579
BI-WEEKLY	5427.28	5698.8	5983.76	6282.64	6596.72	6926.32
ANNUAL	141109.28	148168.8	155577.76	163348.64	171514.72	180084.32
RANGE 99	99/01	99/02	99/03	99/04	99/05	99/06
Hourly	69.538	73.012	76.662	80.493	84.519	88.747
BI-WEEKLY	5563.04	5840.96	6132.96	6439.44	6761.52	7099.76
ANNUAL	144639.04	151864.96	159456.96	167425.44	175799.52	184593.76
RANGE 100	100/01	100/02	100/03	100/04	100/05	100/06
Hourly	71.275	74.837	78.58	82.513	86.64	90.969
BI-WEEKLY	5702	5986.96	6286.4	6601.04	6931.2	7277.52
ANNUAL	148252	155660.96	163446.4	171627.04	180211.2	189215.52

City of Imperial Beach

**SECTION 3**  
**BENEFIT SUMMARIES BY GROUP**

**FY 2007-2008**

BENEFITS SUMMARIES:

Appointive Management

Appointive Management are those employees designated by the City Manager as meeting established criteria under the Fair Labor Standards Act compliance provisions for white collar exemptions. Generally, positions in this class are salaried positions and exempt from overtime and special compensation provisions pursuant to FLSA regulations.

Appointive Management classifications have the terms and conditions of employment established by an employment agreement as approved by the City Manager. Appointive Management positions are categorized into two categories: Department Head and Mid-Management. Appointive Management positions are subject to at-will provisions as designated by the City Manager with specialized duties and responsibilities.

Effective July 1, 2007, the following positions have been so designated:

Department Head

- Finance Director
- Assistant City Manager
- City Clerk
- Public Safety Director/Fire Chief
- Public Works Director
- Community Development Director

Mid-Management

- City Planner
- Finance Supervisor
- Lifeguard Captain
- Public Works Superintendent
- Environmental Program Manager
- Redevelopment Coordinator
- Building Official
- Management Analyst
- Network Systems Administrator

All designated Appointive Management positions receive all benefits that presently accrue to regular miscellaneous classified full-time or permanent part-time employees. In addition, Appointive Management positions, as determined by the City Manager, receive up to the following benefits:

1. Salary Adjustment: All designated management personnel shall receive salary adjustments to be set at any point within the salary band for each classification based on the performance of the incumbent.
2. Executive Leave: All designated management personnel may receive up to forty (40) hours of "Executive Leave" terminating June 30 of each year. Carryover of Executive Leave hours or cash payments are not permitted.

3. Use of City Vehicle or Auto Allowance: The City Manager shall set the terms of use of City vehicles and may provide auto allowances to designated appointment management personnel in lieu of using City vehicles for local business travel.
4. Cellular Telephone Allowance: The City Manager shall set the terms and may provide a cellular telephone allowance to certain appointive management personnel.
5. Health Care Benefits: All designated appointive management classifications shall receive City payment of the employee's health care benefits and other cafeteria plan selection benefits to a maximum payment of \$795 per month per employee (\$9,540 per year) effective January 1, 2007.
6. Term Life Insurance: All designated appointive management personnel shall receive City paid term life insurance equivalent to earnings rounded to the next higher \$1,000 to maximum of \$60,000 of coverage.
7. Annual Physical Examination: All designated Department Head personnel shall receive City payment for an annual physical examination by the City's selected health care provider. If the designated Department Head elects not to receive said annual physical the City Manager may authorize reimbursement up to an amount equivalent to what the annual physical exam would have cost the City, for expenses that would otherwise qualify under IRS regulations for Flexible Spending Accounts or for approved health club membership fees and/or dues.
8. Vacation Sell Back: As determined by the City Manager, all appointive management personnel shall have the option to sell back accumulated vacation at a maximum of 80 hours per calendar year contingent on a minimum of 80 hours of vacation being maintained by the employee as of the pay period designated for the sell back.
9. Severance Agreement: The City Manager may negotiate and set the terms to provide severance pay compensation for appointive management personnel.
10. Office Equipment: The City Manager may negotiate and set the terms to provide certain office equipment for certain appointive management personnel.
11. Relocation Assistance: The City Manager may negotiate and set the terms to provide relocation assistance for certain appointive management personnel.
12. Uniform Allowance: The City Manager may negotiate and set the terms to provide uniform allowance for certain appointive management personnel.

### Appointive Confidential

Confidential employees are those employees designated by the City Manager, based on responsibilities which are considered confidential to management with regard to labor relations, personnel services or complex payroll functions. All designated confidential positions receive all benefits that presently accrue to regular miscellaneous classified full-time or permanent part-time employees. All existing salary and fringe benefits remain in force unless re-designated by the City Manager.

Confidential employees are precluded from participation in any bargaining unit activities and perceived benefits with the Miscellaneous Classified Service. Employer may terminate the employment relationship for cause or advance notice subject to the City of Imperial Beach Personnel Rules in effect at this time and subsequently amended.

Effective July 1, 2007, the following appointive confidential positions have been so designated:

- Administrative Secretary II (City Manager's Office)
- Financial Services Assistant
- Personnel Services Assistant
- Deputy City Clerk/Records Technician

The City desires to provide alternative benefits to Confidential employees as follows:

- All benefits, as determined by the City Manager, up to those provided for Appointive Management except for, Annual Physical Examination, Severance Agreement, Office Equipment, Relocation Assistance, Uniform Allowance, Cellular Telephone Allowance and Use of City Vehicle /Auto Allowance.

### Miscellaneous Classified Service / Public Safety Service

All regular full-time and permanent part-time employees assigned to the Miscellaneous Classified Service and Public Safety Service (Fire) employees are eligible for the following benefits, as follows:

1. Health Insurance: The City allocates to employees a cafeteria health benefit amount for payment of premium rate for group health insurance for each City employee and his/her dependents. The City offers the PERS health plan which includes HMO and PPO providers. An employee who elects not to be covered under the City's health insurance plan, may use the total amount for other eligible cafeteria benefits or receive a cash payment as taxable income. Employees who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical coverage (i.e. spouse coverage).

Effective January 1, 2008, the following health insurance adjustments are in effect pursuant to employer labor agreements, as follows:

Miscellaneous Classified Service:  
\$745 per month (\$8,940 per plan year)

Public Safety Service (Fire):  
\$725 per month (\$8,700 per plan year)

2. Flexible Spending Plan: An employee who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with Employee's participation as described under Subpart "e" of this Section.
- a. Health and Dental Payroll Deductions Treated as Pre-Tax: All payroll deductions for health and dental care are treated by the CITY on a pre-tax basis in order for the City to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the Employee's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the Employee as taxable income.
  - b. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An Employee may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.
  - c. Health and Welfare FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
  - d. Dependent Care FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
  - e. FSA Administration: The City reserves the right to contract with a Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

- f. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the City significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the employee will not be allowed to change except as follows:

- At the next open enrollment
  - Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
  - The City shall not be liable for any medical costs resulting to the employee as part of this election.
3. Life Insurance: All city employees are provided City-provided life insurance policy coverage in the amount of \$10,000.00.
4. Federal Social Security Administration: The City also participates in the Federal Social Security Administration program.
5. Miscellaneous Classified Service Retirement: All regular full-time and permanent part-time Miscellaneous Classified Service employees are covered by the California State Public Employees Retirement System (PERS) pursuant to labor agreements.
6. Public Safety Service (Fire) Retirement: All regular full-time and permanent part-time Public Safety Service (Fire) employees are covered by the California State Public Employees Retirement System (PERS) at the 3% at 50 formula pursuant to existing labor agreement.
7. Public Safety Service (Fire) Firefighter Paramedic Special Pay: All Firefighters who are certified as Paramedic in accordance with established rules and regulations set forth as a San Diego County Paramedic shall receive an eleven and a third (11.3%) percent increase in pay above the incumbent's current merit step.
8. Public Safety Service (Fire) Engineer Paramedic Special Pay: All Fire Engineers who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego County Certified Paramedic shall receive a seven and one-half (7.5%) percent increase in pay above the incumbent's current merit step.

#### FLOATING HOLIDAYS

All regular full-time and permanent part-time employees assigned to the Appointive Management, Confidential and Miscellaneous Classified Services receive two (2) Floating Holiday per fiscal year.

Public Safety Service (Fire) employees receive two Floating Holidays and twelve regular holidays modified to the Firefighters 56-hour per fiscal year.

Floating holidays are available to the employee immediately upon hire and must be taken by June 30 (end of fiscal year) on a day agreeable to the employee and the department head. Floating Holiday hours do not accrue from fiscal year to fiscal year.

### HOLIDAY FURLOUGH PROGRAM

All regular full-time and permanent part-time employees assigned to the Appointive Confidential and Miscellaneous Classified Services, and temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis are eligible to participate in the City's Holiday Furlough Program. A maximum number of 40 hours is authorized for employee payroll deduction per fiscal year period between designated hard holidays of December 24 (Christmas Eve) and January 1 (New Year's Day). Prior to each calendar year, the City Manager designates the holiday furlough period for the preceding holiday period. Appointive Management and Public Safety Service (Fire) are not eligible to participate in this program.

### VACATION ACCRUAL

Appointive Management, Confidential, and Miscellaneous Classified Service employees receive vacation credits earned on a monthly basis. Employees are credited with an additional day of vacation when a holiday falls on Saturday.

Vacation credits accrue on a bi-weekly basis beginning on hire date. You may accumulate up to a maximum of twice your annual accrual rate of vacation time. The amount of credits you earn is based on years of service in your employment category:

<u>0-5 Year's Service</u>	<u>Over 5 to 10 yrs</u>	<u>Over 10 to 15 yrs</u>	<u>Over 15 yrs</u>
12 days/year	15 days/year	20 days/year	25 days/year

Public Safety Service (Fire) employees receive modified vacation credits in accordance with the 56-hour workweek, as follows:

<u>0-5 Years Service</u>	<u>Over 5 to 15 Years Service</u>	<u>Over 15 Years</u>
134.4 hours/year	168 hours/year	224 hours/year

### SICK LEAVE ACCRUAL

Appointive Management/ Confidential /Miscellaneous Classified Service Employees:

Sick Leave credits are accrued at the rate of one day for each full month of service for a total of 12 days of service per year. Sick leave credits accrue on a bi-weekly basis beginning on hire date. A maximum of 1,000 hours may be accumulated.

Public Safety Service (Fire):

Sick Leave accrual is modified for the Firefighter's 56-hour workweek. Firefighters accrue sick leave at the rate of 11.67 hours for each full month of service for a total of 140 hours for each twelve months of service with a maximum of 1,400 hours accumulation.

**EDUCATIONAL REIMBURSEMENT**

The City encourages employees to continue their self-development through education. The educational reimbursement program is designed to provide incentives to broaden the knowledge of employees in their occupational field and prepare the advancement to positions of greater responsibility. All criteria and tuition reimbursement procedures are determined by the City Manager through administrative policy. Reimbursements are available for tuition, registration fees, laboratory fees, software, parking permits and books only.

Appointive Management, Confidential, Miscellaneous Classified, and Public Safety Service (Fire) employees are eligible for \$1,000.00 per fiscal year period.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER  
MEETING DATE: SEPTEMBER 19, 2007  
ORIGINATING DEPT.: PUBLIC WORKS *HAZ*  
SUBJECT: INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT WITH EDCO DISPOSAL CORPORATION

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**BACKGROUND:**

On August 30, 2007 staff e-mailed the following text to EDCO Disposal Corporation:

"I am sending this to ask that EDCO expedite the 2008 Rate Adjustment request, assuming that there will be one this year. The Agreement requires that the request be made on or before September 30<sup>th</sup> of each respective year. However, if EDCO waits until September 30, 2007, to submit for a rate adjustment, we will not have sufficient time to have the rate adjustment approved for the January 2008 billing. Remember we now have to mail a public hearing notice to every parcel owner in the City giving them both the new proposed rate and 45-days public hearing notice when the rate adjustment will be heard by City Council. Laying this all out on the calendar it falls as follows:

- Draft the staff report for setting the public hearing date – Thursday, October 4, 2007
- Council set the Public Hearing Date – October 17, 2007
- Mail the 45-day public hearing notice following the October 17, 2007 City Council meeting – October 19, 2007
- Hold public hearing – December 5, 2007

Failure to meet this timeline subjects the rate adjustment to not having approval by the January 2008 billing cycle. Please let us know when we can expect the request or even if there will be a request."

On August 31, 2007, staff received the following reply from EDCO Disposal Corporation:

"Thanks for your inquiry about a 2008 rate adjustment. We are uncomfortable going forward with an adjustment effective January 2008 as it would be the second adjustment in 9 months. We would like the City to consider moving our annual rate adjustment to be effective July 2008 and eligible for adjustments every July thereafter. That would be consistent with almost all cities in San Diego County right now Imperial Beach is the only City on a calendar year adjustment for solid waste and recycling rates. I realize this would be an amendment to our Franchise Agreement we would like your consideration. If this is not an option we most likely will not be seeking a rate adjustment to be effective January 2008."

Article 6, paragraph 6.3 of the Integrated Waste Management Services Agreement states as follows:

"Beginning with Rate Year 3 (January 1, 2002 to December 31, 2002) and for all subsequent Rate Years, the Company may request an annual adjustment to the maximum rates shown in Exhibit 4. The Company shall submit its request in writing, to be received by the City in person or via certified mail, by October 1 of the same year based on the method of adjustment described in Section 6.4. Failure to submit a written request by October 1, shall result in the Company waiving the right to request such an increase for the subsequent year."

**DISCUSSION:**

Staff does not object to nor advocate the requested change in the annual rate adjustment period from a January 1 – December 31 twelve-month period to a July 1 – June 30 twelve month period. However, since the signed agreement stipulates the rate adjustment period and the not later than date for the request to adjust the annual rate, the Integrated Waste Management Services Agreement must be amended by Council action. There is insufficient time to prepare the amendment text and have it prepared for Council action before the September 30, 2007, deadline.

**ENVIRONMENTAL DETERMINATION:**

This administrative action is Statutorily Exempt according to Section 15273, Rates, Tolls, Fares, and Charges of the California Environmental Quality Act, and is determined not to have an effect on the environment.

**FISCAL IMPACT:**

Possible loss of Franchise fees that would result from an increase in the EDCO Disposal Corporation revenue stream generated from a rate increase effective January 1, 2008.

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. Consider the EDCO request to change the annual rate adjustment period to the July 1 – June 30 period.
3. Should City Council decide to change the annual rate adjustment period to the July 1 – June 30 period, ADOPT THE ATTACHED RESOLUTION and direct staff:
  - a. To negotiate an amendment to the current Integrated Waste Management Services Agreement that modifies the annual rate adjustment period to the July 1 – June 30 period.
  - b. Accept a request from EDCO Disposal Corporation for a proposed annual rate adjustment to be received by the City in person or via certified mail by March 1, 2008. Failure to submit a written request by March 1, shall result in the Company waiving the right to request such an increase for the subsequent year.
4. Should City Council decide to retain the current annual rate adjustment period of January 1 – December 31 twelve month period, DO NOT ADOPT THE ATTACHED RESOLUTION and direct staff to accept the EDCO Disposal Corporation e-mail statement that there we most likely will not be seeking a rate adjustment to be effective January 2008."

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary Brown, City Manager

Attachment:

1. Resolution No. 2007-6544

**RESOLUTION NO. 2007-6544**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT WITH EDCO DISPOSAL CORPORATION TO CHANGE THE ANNUAL RATE ADJUSTMENT PERIOD**

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

**WHEREAS**, Article 6, paragraph 6.3 of the Integrated Waste Management Services Agreement states as follows:

“Beginning with Rate Year 3 (January 1, 2002 to December 31, 2002) and for all subsequent Rate Years, the Company may request an annual adjustment to the maximum rates shown in Exhibit 4. The Company shall submit its request in writing, to be received by the City in person or via certified mail, by October 1 of the same year based on the method of adjustment described in Section 6.4. Failure to submit a written request by October 1, shall result in the Company waiving the right to request such an increase for the subsequent year.”; and

**WHEREAS**, the Integrated Waste Management Services Agreement is with EDCO Disposal Corporation and is referred to as the Company in the said Agreement; and

**WHEREAS**, EDCO Disposal Corporation has proposed a change to the annual rate adjustment period, the new period being July 1, through June 30; and

**WHEREAS**, a change in the annual rate adjustment period and the not later than date for the request to adjust the annual rate will require an amendment to the Integrated Solid Waste Management Services Agreement.

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

1. The above recitals are true and correct.
2. This legislative body accepts EDCO Disposal Corporation request to change the annual rate adjustment period to July 1 to June 31 and directs staff to negotiate an amendment to the Integrated Solid Waste Management Services Agreement to reflect this change.
3. This legislative body will accept for consideration an annual 12-month rate adjustment request for the 12-month period of July 1, 2008 to June 30, 2009 not later than March 1, 2008.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19th day of September 2007, by the following roll call vote:

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

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**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 an exact copy of Resolution No. 2007-6544 – A Resolution of the City Council of the City of Imperial Beach, California, Authorizing An Amendment To The Integrated Solid Waste Management Services Agreement With EDCO Disposal Corporation To Change The Annual Rate Adjustment Period

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: SEPTEMBER 19, 2007

ORIGINATING DEPT.: TOM RITTER, ASSISTANT CITY MANAGER 

SUBJECT: ADOPT ORDINANCE NO. 2007-1057 ADDING CHAPTER 13.10 OF THE IMPERIAL BEACH MUNICIPAL CODE, RELATED TO STATE AND CITY VIDEO FRANCHISES

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BACKGROUND:

On September 29, 2006, Governor Schwarzenegger approved Assembly Bill No. 2987 ("AB 2987"), the Digital Infrastructure and Video Competition Act of 2006 (DIVCA), effective January 1, 2007. AB 2987 provides for the issuance of a state franchise (in lieu of a local franchise) for video service (i.e. cable television) administered by the California Public Utilities Commission ("PUC"). On March 1, 2007, the PUC issued its Decision Adopting a General Order and Procedures to Implement the Digital Infrastructure and Video Competition Act. Under DIVCA the City can preserve certain rights, franchise fees and other fees by adopting a local ordinance as proposed herewith.

DISCUSSION:

The purpose of DIVCA is to promote video service competition in California by establishing a "state-issued franchise authorization process that allows market participants to use their networks and systems to provide video, voice, and broadband services to all residents of the state." (Cal. Pub. Util. Code § 5810(a)(1)(C).) "Video service" is defined in Public Utilities Code section 5830(s) as video programming, cable, and open-video system services provided through facilities located at least in part in public rights-of-way without regard to delivery technology. It does not include video programming provided over the Internet. The Legislature stated that its intent is for a video service provider to pay as rent a franchise fee to "the local entity in whose jurisdiction service is being provided for the continued use of streets, public facilities, and other rights-of-way" to provide service. (Pub. Util. Code § 5810(b).) The Legislature further intends with DIVCA to maintain local entities' level of revenue from franchise fees. Additionally, the video service provider's obligations to comply with state or federal environmental protection laws are not eliminated or reduced, and the local entity shall serve as the lead agency for any environmental review under DIVCA.

The PUC is the sole franchising authority for a state franchise to provide video service under DIVCA. DIVCA requires any person or corporation, not already with an issued franchise, that seeks to provide video service in this state to file an application with the PUC for a state franchise. Failure of a video service provider to obtain a state or locally issued franchise is unlawful.

The PUC is tasked with notifying the City whether the video service provider's application is complete or not within thirty calendar days from submittal of the application. If the PUC fails to act within 44 calendar days from submittal of the application, the franchise is deemed issued. Issuance of the state franchise grants the video service provider, subject to the lawful operation by the applicant or its successor of the cable or video service, to service the area requested in the application, and use the public rights-of-way in exchange for the franchise fee. The video service provider may terminate the franchise within 90 days written notice to customers, the City, and the PUC. No less than ten days, or more than sixty days, before the video service provider begins to offer service it must notify the City that it will provide video service in its jurisdiction.

DIVCA allows a video service provider that currently holds a franchise from the City to seek a state franchise in the following circumstances:

- (1) The expiration, prior to any renewal or extension, of its local franchise.
- (2) A mutually agreed upon date set by both the City and the video service provider to terminate the franchise provided in writing by both parties to the PUC.
- (3) When a video service provider that holds a state franchise provides the notice required under DIVCA to the City that it intends to initiate providing video service in all or part of its jurisdiction, a video service provider operating under a franchise issued by the City may elect to obtain a state franchise to replace its locally issued franchise. The franchise issued by the City shall terminate and be replaced by a state franchise when the state franchising authority issues a state franchise for the video service provider that includes the entire service area served by the video service provider and the video service provider notifies the City that it will begin providing video service in its area under a state franchise.

Under the same circumstances as described in section (3) above, the City can require a local cable operator to obtain a state franchise and terminate its local franchise. This is particularly pertinent in Imperial Beach where the existing franchise does not include a 1% PEG fee. Thus it may be beneficial to the City to require Cox Communications to seek a state franchise under certain conditions.

A cable operator that opts for a state franchise under DIVCA is required to continue to serve all areas as required by its local franchise agreement, existing on January 1, 2007, until the local franchise agreement expires. The state-issued franchise is valid for ten years and renewable for an additional ten-year period.

The state franchise fee is payable as rent or toll for the use of the public right of way. The amount of the fee is five percent of gross revenues. The fee must be applied equally to all video service providers in the City. The City may use the state franchise fee for any lawful purpose (franchise fees are applied to the General Fund). The state franchise fee is due and payable quarterly and any late payment is subject to a late payment charge. The City may examine the business records of the franchise holder once a year to ensure compensation under DIVCA.

The City or another political subdivision of the state may not demand additional fees or charges based solely on a provider's status as a provider of video or cable service, or use a calculation method or definition of gross revenue other than that set forth in DIVCA. However, DIVCA does not limit a local entity's ability to impose utility user taxes and other generally applicable taxes, fees, and charges under state law, so long as applied in a nondiscriminatory and competitively neutral manner.

The holder of a state franchise is required to designate sufficient capacity on its network to provide the same number of public, educational, and governmental access (PEG) channels as provided by the incumbent cable provider (which is three in Imperial Beach – one governmental, one for schools, and one for public access) as of January 1, 2007. These PEG channels are for the exclusive noncommercial use of the City or its designee to provide public, educational and government channels. A fee of one percent of gross revenue may be imposed to support the PEG channels by ordinance (and is included in the proposed ordinance herewith).

The City must permit the holder of a state franchise to “install, construct, and maintain a network within public rights-of-way under the same time, place, and manner as the provisions governing telephone corporations under applicable state and federal law.” (Pub. Util. Code § 5885(a).) The City may not enforce any rule, regulation, or ordinance that “purports to allow the local entity to purchase or force the sale of a network.” (Pub. Util. Code § 5885(d).) Additionally, DIVCA does not change the permitting process or compliance with the California Environmental Quality Act (CEQA).

Within sixty days of submittal of a complete encroachment permit application, the City must approve or deny the application. The City must provide the applicant with a “detailed explanation of the reason” of a denial of an encroachment permit and establish an appeal process to the governing body of the local entity. (Pub. Util. Code § 5885(c).)

The holder of a state franchise must comply with specific customer service standards of the Cable Television and Video Provider Customer Service and Information Act, (California Government Code section 53054 et seq.), California Penal Code section 637.5, and the privacy standards in section 631 of the Federal Cable Act (47 U.S.C. section 551 et seq.). The City shall enforce a violation of this section of DIVCA within its jurisdiction and establish a schedule, by ordinance or resolution, of monetary penalties for such violations (see attached ordinance). The City shall submit one-half of the monetary penalty to the Digital Divide Account.

As summarized above, the City has several rights and responsibilities with respect to state video franchise holders and it is recommended that the City adopt the attached Ordinance. The attached Ordinance implements the City’s authority and responsibilities dictated by AB 2987. To date, the state has issued state video franchises to AT&T, Verizon (excludes Imperial Beach along with many other cities), and Cox Communications (does not include Imperial Beach as Cox’s “statewide franchise” was only issued for a limited area within the City of San Diego where Cox competes for customers with Time Warner Cable).

### **ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

### **FISCAL IMPACT:**

Franchise fees established by this Ordinance may generate additional revenue to the City if more residents or businesses owners purchase video services, however, it is more likely that franchise fees will remain constant or be slightly reduced due to increased competition in the video service business. However, PEG fees may increase due to this Ordinance as the City currently does not have a PEG fee in its existing Franchise and any new State Franchisee and possibly our existing Franchisee (under certain conditions) will be required to pay a 1% PEG fee.

**DEPARTMENT RECOMMENDATION:**

1. Receive report;
2. Mayor call for the introduction of Ordinance No. 2007-1057 an Ordinance of the City Council of the City of Imperial Beach adding Chapter 13.10 of the Imperial Beach Municipal Code, related to State and City video franchises;
3. City Clerk read the title of Ordinance No. 2007-1057; and
4. Motion to dispense first reading of Ordinance No. 2007-1057 and set the matter for adoption at the next regularly scheduled City Council meeting and authorize the publication in a newspaper of general circulation.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary R. Brown, City Manager

Attachments:

1. Ordinance 2007-1057.
2. 9-1-06 Union-Tribune article on AB 2987

**ORDINANCE NO. 2007-1057**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADDING CHAPTER 13.10 OF THE IMPERIAL BEACH MUNICIPAL CODE, RELATED TO STATE AND CITY VIDEO FRANCHISES**

**WHEREAS**, on September 29, 2006, the Governor approved Assembly Bill No. 2987 ("AB 2987"), the Digital Infrastructure and Video Competition Act of 2006 (DIVCA), effective January 1, 2007; and

**WHEREAS**, AB 2987 provides for the issuance of a state franchise for video service administered by the California Public Utilities Commission; and

**WHEREAS**, the City will acquire certain rights and responsibilities with respect to state video franchise holders; and

**WHEREAS**, the City desires to implement the authority and responsibilities dictated by AB 2987.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH DOES ORDAIN AS FOLLOWS:**

SECTION 1. A new Chapter 13.10 is added to the Imperial Beach Municipal Code to read:

**Chapter 13.10. Video Franchise**

**13.10.010 Regulation of State Video Franchises and City Video Franchises**

Under state law effective January 1, 2007, the California Public Utilities Commission ("PUC") has the authority to grant state video franchises. The City will acquire certain rights and responsibilities with respect to state video franchise holders. These include the receipt of a franchise fee and a fee for Public, Educational and Government ("PEG") purposes, both based on a percentage of the gross revenues of state franchise holders, as well as the establishment and enforcement of penalties for violations of customer service rules. The City will retain authority, without change, over all City video franchisees until such time as they no longer hold a valid City franchise, or are no longer operating under a current or expired City franchise. The City may continue to grant, modify, renew, extend or terminate City franchises for video service until January 1, 2008. After January 1, 2008, the City may not grant new franchises, but may modify, renew, extend or terminate existing City franchises. For purposes of this chapter, the terms "City video franchise" and "City video franchisee" shall have the same meaning as the terms "City cable franchise" and "City cable franchisee."

### **13.10.020 State Video Franchise and PEG Fees**

(a) For any state video franchise holder operating within the boundaries of the City, there shall be a fee paid to the City equal to five percent (5%) of the gross revenue of that state video franchise holder.

(b) For any state video franchise holder operating within the boundaries of the City, there shall be an additional fee paid to the City equal to one percent (1%) of the gross revenue of that state video franchise holder, which fee shall be used by the City for PEG purposes consistent with state and federal law.

(c) Gross revenue, for the purposes of (a) and (b) above, shall have the definition set forth in California Public Utilities Code section 5860, as amended from time to time.

### **13.10.030 Audit Authority**

Not more than once annually, the City Manager or his or her designee may examine and perform an audit of the business records of a holder of a state video franchise to ensure compliance with Section 13.10.020.

### **13.10.040 Customer Service Penalties**

(a) The holder of a state video franchise shall comply with all applicable state and federal customer service and protection standards pertaining to the provision of video service.

(b) The City Manager or his or her designee shall monitor the compliance of state video franchise holders with respect to state and federal customer service and protection standards. The City Manager or his or her designee will provide the state video franchise holder written notice of any material breaches of applicable customer and service standards, and will allow the state video franchise holder 30 days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied within the 30-day time period will be subject to the following penalties to be imposed by the City:

(1) For the first occurrence of a violation, a fine of \$500.00 shall be imposed for each day the violation remains in effect, not to exceed \$1,500.00 for each occurrence of the violation.

(2) For a second occurrence of a violation of the same nature within 12 months, a fine of \$1,000.00 shall be imposed for each day the violation remains in effect, not to exceed \$3,000.00 for each occurrence of the violation.

(3) For a third or further occurrence of a violation of the same nature within 12 months, a fine of \$2,500.00 shall be imposed for each day the violation remains in effect, not to exceed \$7,500.00 for each occurrence of the violation.

(c) A state video franchise holder may appeal a penalty assessed by the City Manager or his or her designee to the City Council within 60 days of the initial assessment. After relevant speakers are heard, and any necessary staff reports are submitted, City Council will vote to uphold, modify, or vacate the penalty. The City Council's decision on the imposition of a penalty shall be final.

#### **13.10.050 City Response to State Video Franchise Applications**

(a) Applicants for state video franchises within the boundaries of the City must concurrently provide complete copies to the City of any application or amendments to applications filed with the PUC. One complete copy must be provided to the City Clerk, and one complete copy to the City Manager.

(b) Within thirty days of receipt, the City Manager will provide any appropriate comments to the PUC regarding an application or an amendment to an application for a state video franchise.

#### **13.10.060 Extension of Existing City Video Franchises**

Any entity providing video service under an expired City video franchise on January 1, 2007, shall hereby have the terms of its City video franchise extended on the same terms and conditions until January 2, 2008. The extension of a City video franchise does not preclude the City from further modifications, renewals, extensions or termination of that City video franchise.

SECTION 2: The City Council of the City of Imperial Beach hereby declares that should any section, paragraph, sentence, phrase, term or word of this Ordinance, hereby adopted, be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other portions of this Ordinance irrespective of any such portion declared invalid.

SECTION 3: The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast.

**EFFECTIVE DATE:** This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code section 36933.

**INTRODUCED AND FIRST READ** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 19th day of September 2007; and

**THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 3rd day of October 2007, by the following vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>

\_\_\_\_\_  
**JAMES C. JANNEY, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JACQUELINE M. HALD, CMC  
CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JAMES P. LOUGH  
CITY ATTORNEY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2007-1057 – An Ordinance of the City Council of the City of Imperial Beach, California, ADDING CHAPTER 13.10 OF THE IMPERIAL BEACH MUNICIPAL CODE, RELATED TO STATE AND CITY VIDEO FRANCHISES.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

## State law to expand video service OK'd

By **Kathryn Balint**  
 UNION-TRIBUNE STAFF WRITER

September 1, 2006

Cable TV and phone companies say they are looking at new opportunities to sell TV service in California as legislation to make it easier to do so is on its way to becoming state law.

A bill, approved yesterday by the Legislature, would eliminate the requirement that TV video providers obtain franchise agreements with each city or jurisdiction where they intend to offer the service. Instead, they would seek franchises from the state, streamlining the process.

The state Assembly approved the bill late yesterday by a 66-6 vote, a day after it sailed out of the Senate. Gov. Arnold Schwarzenegger is expected to sign the bill, which was pushed by AT&T and other telephone companies.

Currently the market for television service in California is dominated by cable, which sells to 63 percent of households with televisions, according to a state Senate analysis.

Satellite companies have a 27 percent market share, and most other homes use antennas for over-the-air service.

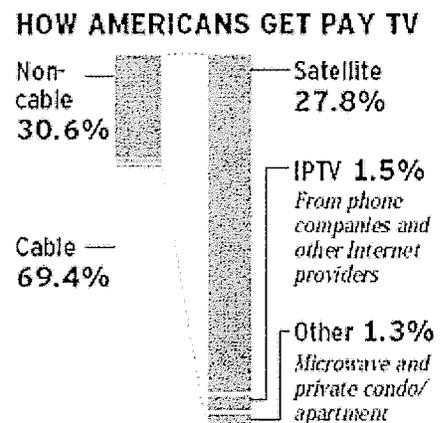
Very few buy TV service from telephone companies, which use Internet technology to transmit video over existing copper lines.

In most cities, consumers seeking video service can choose from one cable TV company and two satellite providers.

“The whole game is changing,” said Jeff Kagan, a telecommunications industry analyst based in Atlanta. “The good news is that it's changing into a consumer-oriented marketplace. Before, it was always a company-oriented marketplace.

“This is going to level the playing field and allow competitors to offer television service in the same the way the cable companies can offer telephone service,” he said. “It's a great thing for consumers because, with competition, prices come down and innovation goes up.”

One of the first neighborhoods that might see increased competition is San Diego's StoneBridge Estates, where Cox Communications already has cable lines installed and sold video service for a while.



SOURCES: Kagan Research

UNION-TRIBUNE

Cox said yesterday that when, and if, the bill becomes law the company hopes to restart its cable TV service in StoneBridge Estates – maybe as early as March.

Cox had offered cable TV service in the StoneBridge Estates neighborhood of Scripps Ranch for about two years before San Diego City Attorney Michael Aguirre ordered the company to stop.

Aguirre said Cox had violated state law and a city franchise agreement that limited Cox to providing video service south of the San Diego River.

Cox contended that its franchise agreement and state law did, in fact, allow it to compete head to head with Time Warner Cable in StoneBridge.

Cox stopped offering video service on Aguirre's Aug. 15 deadline. The company continues to offer StoneBridge residents high-speed Internet and telephone service, which are not governed by the franchise agreement.

AT&T and other telephone companies lobbied for the changes in the franchise system to make it easier for them to get the regulatory approval to offer video service over their phone lines.

In the past few months, AT&T has spent nearly \$18 million in lobbying efforts in Sacramento on this and other issues, according to the Foundation for Taxpayer and Consumer Rights.

AT&T has already begun upgrading its network in California to offer video, although spokesman James Peterson said yesterday that it's too early to announce rollout dates. He said the telephone company is prepared to invest \$1 billion to upgrade its network in the state if the bill becomes law and goes into effect Jan. 1.

Under the current system, negotiating franchise agreements with each individual city or county is a cumbersome process that would delay the phone company's entrance into the video TV market by years, he said.

“We really needed a regulatory environment that would allow us to move through the process much faster,” Peterson said.

The cable TV industry initially opposed the bill because it did not, at first, include provisions for the cable TV companies to obtain state franchises.

The bill was amended so that cable TV companies and telephone companies could both take advantage of the new video TV provisions.

Mary Ball, vice president of government and community relations for Cox Communications' San Diego division, said the company plans to seek a state franchise as soon as the legislation, if signed by the governor, takes effect.

Other than StoneBridge Estates, Cox Communications does not have other plans for expansion but is keeping an eye out for other possibilities, she said.

Time Warner Cable spokesman Marc Farrar said his company and others will be looking for new opportunities also.

“I think it's safe to say that this legislation certainly will make every provider of cable service take a look at areas where they don't currently offer service and determine if, under the state-issued franchise, it's a wise business decision to build in that new area.”

Kagan, the analyst, said he expects telephone companies to be the first to turn their attention and money toward California.

“The companies have got resources ready to deploy,” he said. “They're just looking for a market, looking for states, looking for cities that they can market their video service to.”

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■Kathryn Balint: (619) 293-2848; [kathryn.balint@uniontrib.com](mailto:kathryn.balint@uniontrib.com)

**Find this article at:**

<http://www.signonsandiego.com/news/business/20060901-9999-1b1compete.html>

Check the box to include the list of links referenced in the article.

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STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER  
MEETING DATE: SEPTEMBER 19, 2007  
ORIGINATING DEPT.: PUBLIC WORKS *Hof*  
SUBJECT: RESOLUTION TO APPROVE THE SEWER SYSTEM  
MANAGEMENT PLAN – DEVELOPMENT PLAN AND  
SCHEDULE -- AS REQUIRED BY THE STATE WATER  
RESOURCES CONTROL BOARD ORDER NO. 2006-0003  
STATEWIDE GENERAL WASTE DISCHARGE  
REQUIREMENTS 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 provide a regulatory mechanism for a consistent statewide approach to reduce sanitary sewer overflows (SSOs). The WDR require preparation of a Sewer System Management Plan (SSMP). The SSMP will 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 will consist of 12 separate elements, and a Development Plan and Schedule which provides a timeline with the defined work elements of each SSMP component due through final completion scheduled for May 2009.

As California's wastewater collection system infrastructure begins to age, the need to proactively manage this valuable asset becomes increasingly important. The first step in this process is to have a reliable reporting system for SSOs. Previous inconsistencies in requirements and enforcement of reporting SSOs have led to poor data quality. Data collected in other regions supports the conclusion that virtually all collection systems have SSOs and that implementation of a regulatory measure requiring SSO reporting and collection system management, along with required measures to limit SSOs, will greatly benefit California water quality. Implementation of these requirements will also greatly benefit and prolong the useful life of the sanitary sewer system, one of California's most valuable infrastructure items.

**DISCUSSION:**

The City is required as a Sewage Collection Agency 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. SSOs are overflows from sanitary sewer systems of domestic wastewater, as well as industrial and commercial wastewater. SSOs often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen-demanding organic compounds, oil and grease, and other pollutants. SSOs may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high

public exposure, such as streets or surface waters used for drinking, fishing, or body contact recreation. SSOs may pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters. Sanitary sewer systems experience periodic failures resulting in discharges that may affect waters of the state. Many SSOs are preventable with adequate and appropriate facilities, source control measures, and operation and maintenance of the sanitary sewer system. Approval of the attached resolution would authorize the City to plan and develop the SSMP according to a prescribed time schedule.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The true cost to implement and carry out the SSMP has not been thoroughly analyzed. However, we are confident that the cost to the municipal government is several hundred thousand dollars per year (salaries, equipment, and supplies) and includes the development of the Sewer System Capacity Study previously contracted through RBF Consulting. The SSMP will involve the Public Works Department consuming the majority of the total cost, with funding provided through the Sewer Enterprise Fund.

**DEPARTMENT RECOMMENDATION:**

1. City Council adopt Resolution No. 2007-6541, including Exhibit A, approving the SSMP Development Plan and Schedule as required by the State Water Resources Control Board Order No. 2006-0003 Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems.
2. Concur with the program outlined herein.
3. Direct staff to implement the program as outlined herein.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

---

Gary Brown, City Manager

**Attachments:**

1. Resolution 2007-6541, Approving the Sewer System Management Plan – Development Plan and Schedule
2. Exhibit A to Resolution 2007-6541, “SSMP Development Plan and Schedule” for the City of Imperial Beach Sanitary Sewer System

**RESOLUTION NO. 2007-6541**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE SEWER SYSTEM MANAGEMENT PLAN – DEVELOPMENT PLAN AND SCHEDULE AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD ORDER NO. 2006-0003 STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS**

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

**WHEREAS**, on May 2, 2006, the State Water Resources Control Board (SWRCB) Order No. 2006-0003 Statewide General Waste Discharge Requirements (WDR) for Sanitary Sewer Systems was adopted and implemented; and

**WHEREAS**, the purpose of the WDR is to develop a regulatory mechanism to provide a consistent statewide approach for reducing sanitary sewer overflows; and

**WHEREAS**, the WDR requires preparation of a Sewer System Management Plan (SSMP) with 12 separate elements; and

**WHEREAS**, the SSMP Development Plan and Schedule is required for WDR compliance and must be approved; and

**WHEREAS**, the Public Works Director reviewed the SSMP Development Plan and Schedule – Exhibit A and recommends approval by City Council.

**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. Approve the SSMP Development Plan and Schedule – Exhibit A - as required by the State Water Resources Control Board Order No. 2006-0003 Statewide General Waste Discharge Requirements for Sanitary Sewer Systems,

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19<sup>th</sup> day of September, 2007, 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. 2007-6541– A Resolution of the City Council of the City of Imperial Beach, California, Authorizing the City of Imperial Beach to Approve the SSMP Development Plan and Schedule as Required by the State Water Resources Control Board Order No. 2006-0003 Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

**SSMP DEVELOPMENT PLAN AND SCHEDULE  
FOR THE CITY OF IMPERIAL BEACH SANITARY SEWER SYSTEM**

ATTACHMENT 2

*State Water Resources Control Board Order No. 2006-0003  
Statewide General WDR for Wastewater Collection Agencies*

SSMP Component	Due Date	Work Element	Lead Department
<b>Goal</b> <i>Section D 13 (i)</i>	11/2/2007	Provide a Plan and Schedule 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.	Public Works
<b>Organization</b> <i>Section D 13 (ii)</i>	11/2/2007	(a) Identify an Authorized Representative (b) Identify lines of authority using an Organization Chart that includes Management Phone Numbers (c) Identify SSO Reporting Chain of Communication	Public Works
<b>Legal Authority</b> <i>Section D 13 (iii)</i>	11/2/2008	Demonstrate legal authority through ordinances or other legally binding procedures to: (a) Prevent Illicit Discharges into the System (b) Require Proper Design and Construction of Sewers (c) Ensure Access to Publicly Owned Portion of Lateral (d) Limit the Discharge of FOG and other Debris (e) Enforce Violations of Sewer Ordinances	Public Works
<b>Operation and Maintenance Program</b> <i>Section D 13 (iv)</i>	11/2/2008	(a) Maintain Up-to-date Map of the Sanitary Sewer System (b) Describe Preventive Operation and Maintenance Program (c) Develop Rehabilitation and Replacement Plan for Sanitary Sewer System (d) Provide Training for Sanitary Sewer System Staff and Contractors (e) Provide Equipment and Replacement Part Inventory	Public Works
<b>Design and Performance Provisions</b> <i>Section D 13 (v)</i>	5/2/2009	(a) Design and Construction Standards and Specifications (b) Procedures and Standards for Installation, Rehabilitation and Repair Projects	Public Works
<b>Overflow Emergency Response Program</b> <i>Section D 13 (vi)</i>	11/2/2008	(a) Develop and Implement Proper Notification Procedures for SSOs (b) Develop and Implement Appropriate Response Program for SSOs (c) Prompt Notification of Regulatory Agencies (SWRCB, SDRWQCB, San Diego County DEH, California American Water Company, etc.) (d) Emergency Response Plan and Appropriate Staff Training (e) Emergency Operation Procedures such as Traffic and Crowd Control (f) Containment and Prevention Program for SSO Discharge into U.S. Waters	Public Works
<b>FOG Control Program</b> <i>Section D 13 (vii)</i>	11/2/2008	(a) Develop Implementation Plan and Schedule for Public Outreach (b) Develop and Implement Plan and Schedule for Disposal of FOG within the Service Area (c) Legal authority to prohibit FOG discharges and prevent related SSOs and blockages (d) Requirements to install grease removal devices, and provision of design standards and requirements for such devices (e) Authority to inspect grease producing facilities, enforcement authorities, and evidence of sufficient enforcement staff for FOG ordinance (f) Identification and maintenance scheduling of sewer sections prone to FOG blockages (g) Development and implementation of source control measures for FOG sources in above identified sections	Public Works
<b>System Evaluation and Capacity Assurance Plan</b> <i>Section D 13 (viii)</i>	5/2/2009	(a) Sanitary Sewer System Hydraulic Deficiency Evaluation (b) Establishment or Update of Design Criteria (c) Capacity Enhancement Measures (d) Completion Schedule	Public Works

**SSMP DEVELOPMENT PLAN AND SCHEDULE**  
**FOR THE CITY OF IMPERIAL BEACH SANITARY SEWER SYSTEM**  
*State Water Resources Control Board Order No. 2006-0003*  
*Statewide General WDR for Wastewater Collection Agencies*

SSMP Component	Due Date	Work Element	Lead Department
<b>Monitoring, Measurement, and Program Modifications</b> <i>Section D 13 (ix)</i>	5/2/2009	(a) Maintenance of information to prioritize SSMP activities (b) Monitoring of implementation and effectiveness of SSMP elements (c) Assessment of Preventative Maintenance Program (d) Update of program elements based on evaluation (e) Identification and illustration of SSO trends	Public Works
<b>Program Audits</b> <i>Section D 13 (x)</i>	5/2/2009	(a) Identify key result areas and performance measures within SSMP. (b) Develop criteria and procedures for measuring system performance and Plan compliance. (c) Develop criteria and procedure for measuring the effectiveness of the Plan. (d) Develop procedures for periodic Plan updates to address deficiencies and needed improvements. (e) Develop procedures for preparing and filing bi-annual Audit Reports.	Public Works
<b>Communication Program</b> <i>Section D 13 (xi)</i>	5/2/2009	(a) Communicate with public on development, implementation, and performance of SSMP. (b) Communication with Satellite Agencies	Public Works



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: SEPTEMBER 19, 2007

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: RESOLUTION AMENDING THE PUMP STATION NUMBER 3 UPGRADE (CIP# W05-104) IN THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET 2004/2005 THROUGH FISCAL YEAR 2008/2009

**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 - included Pump Station Number 3 upgrade (PS 3) CIP# W05-104. The scope of work for PS 3 consists of replacing two sewer pumps with new non-clog pumps. The existing pumps are proven high maintenance with a high failure rates. PS 3 is a CRITICAL HIGH FLOW pump station, receiving effluent from two other pump stations, PS 4 and PS 6. The current approved budget for replacing two sewer pumps is \$46,000.

**DISCUSSION:**

Flanged connection points for the new pumps will not match existing piping system. The suction and discharge piping in the lift station will have to be modified in order for the new pumps to be bolted in. A point of "start work" in piping replacement must be determined in the scope of work for bidding. It has been determined that the start point that makes the most sense is just before the wear/maintenance points of the lift station. Typically, piping will last an extended period of time and the valves are the system point of maintenance and repair.

It is more cost effective to replace components subject to failure while the contractor is working on the station. This is a relay station, which means two other lift stations pump effluent to this station. This results in a high concentration of sewerage flow and makes this a critical lift station in the sewer system. Because this is a critical flow station, it is prudent to assure the work is as thorough as possible, therefore staff proposes revising the scope of work and the budget for PS3 to include 4-gate valves, 2- new bases for sewer pumps, sewerage bypassing, painting of equipment, pump vibration testing and traffic control.

The estimate for construction with the revised scope of work is \$97,000, however actual costs may vary with bid submittals.

**ENVIRONMENTAL IMPACT**

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

**FISCAL IMPACT:**

Original Budget.

This project is funded from the Sewer Enterprise Fund account #602-5061-432-1001/2006 as:

- Construction \$26,000
- Project Delivery \$20,000
- Current budget \$46,000**

Recommended revised budget funded from Sewer Enterprise Fund account #602-5061-432-1001/2006 is:

- Construction \$68,000
- Project Delivery \$29,000
- Recommended Revised Budget \$97,000**

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. Adopt Resolution 2007-6538.
3. Increasing W05-104 CIP project scope of work and budget to \$ 97,000 with fund account number 601-5060-536-2006/1001.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Resolution 2007-6538
2. Project Site Map

**RESOLUTION NO 2007-6538**

**RESOLUTION AMENDING THE PUMP STATION NUMBER 3 UPGRADE (CIP# W05-104) IN THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET 2004/2005 THROUGH FISCAL YEAR 2008/2009**

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

**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 included the Pump Station Number 3 Upgrade project in the amount of \$46,000; and

**WHEREAS**, It is more cost effective to replace components subject to failure while the contractor is there replacing two sewer pumps at Pump Station Number 3; and

**WHEREAS**, Pump Station Number 3 is a relay station, which means two other lift stations pump effluent to this station. This results in a high concentration of sewerage flow and makes this a critical lift station in the sewer system; and

**WHEREAS**, it is critical to reduce the possibility of sewage spills by doing a thorough job; and

**WHEREAS**, staff proposes revising the scope of work and the budget for Pump Station Number 3 to include 4-gate valves, 2- new bases for sewer pumps, sewerage bypassing, painting equipment, pump vibration testing and traffic control; and

**WHEREAS**, the revised estimate which includes the additional work is \$97,000, a budget increase of \$51,000.

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

1. The above recitals are true and correct.
2. This legislative body approves a \$51,000 increase in the Pump Station Number 3 Upgrade project budget using budget account 601-5060-536-2006/1001.
3. This legislative body approves revising the scope of work to include 4-gate valves, 2 - new bases for sewer pumps, sewerage bypassing, painting of equipment, pump vibration testing and traffic control.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19<sup>th</sup> day of September 2007, by the following roll call vote:

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

James C. Janney  
**JAMES C. JANNEY, MAYOR**

**ATTEST:**

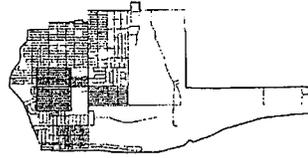
Jacqueline M. Hald  
**JACQUELINE M. HALD, CMC**  
**CITY CLERK**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Resolution No. 2007-6538 – A Resolution of the City Council of the City of Imperial Beach, California, Resolution Amending the Pump Station Number 3 Upgrade (CIP # W05-104) In The Five-Year Capital Improvement Program Budget 2004/2005 Through Fiscal Year 2008/2009.

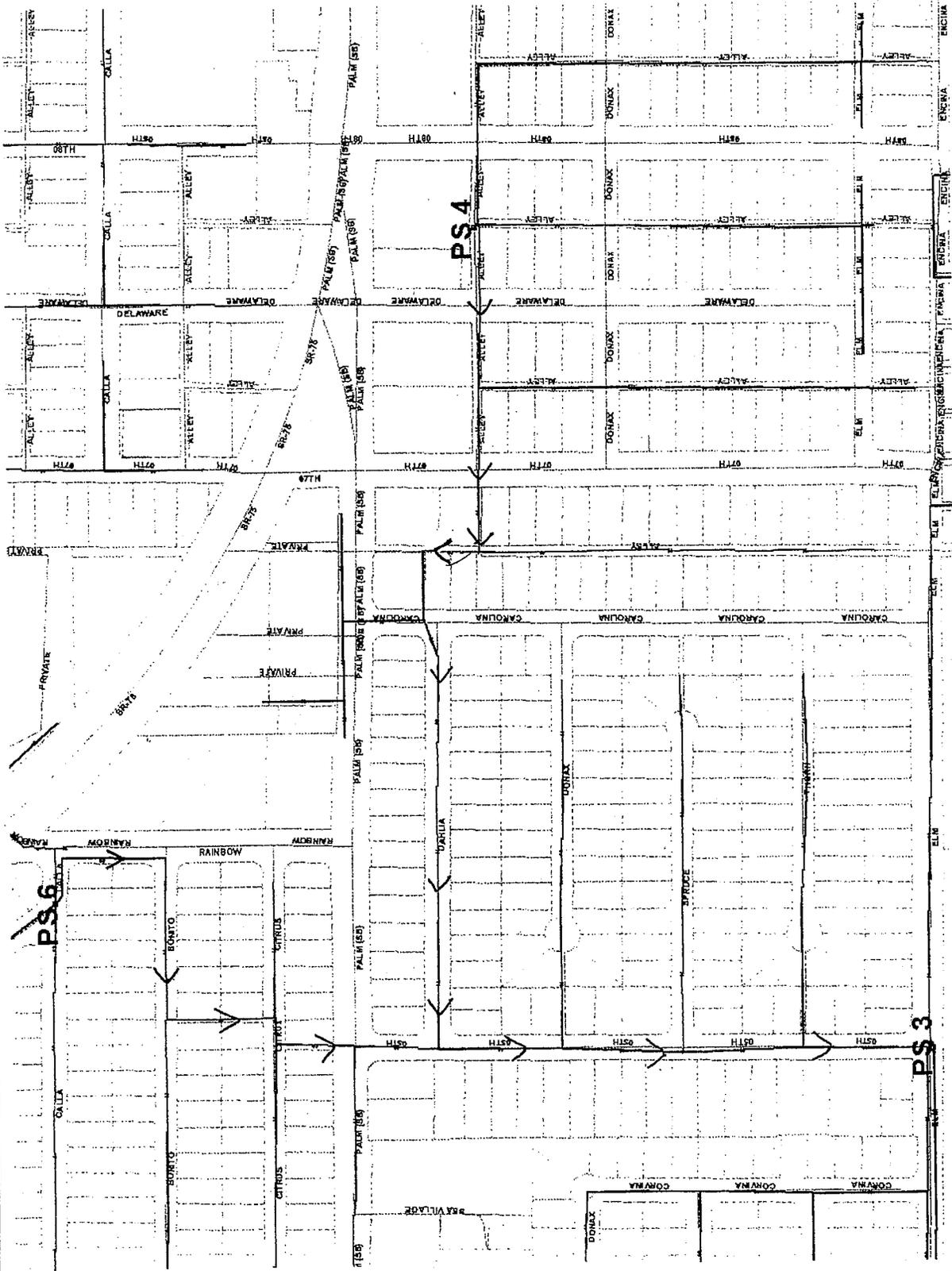
\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

- City Boundary
- 5060 Facility WF
- 04/06 Parcel Data
- 07/06 Parcel Data
- Streets
- Large - Street Name
- All Sewer Lines
- AREANUM Labels



1 in. = 332.0 feet



# Attachment 2

**DISCLAIMER**  
 The City of Imperial Beach provides this information as a public service. While the City of Imperial Beach assumes no liability for the use or misuse of this information, the City of Imperial Beach does not warrant, express or implied, the accuracy, reliability, or completeness of the data for any other particular use. Furthermore, the City of Imperial Beach assumes no liability whatsoever associated with the use or misuse of such data.



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** SEPTEMBER 19, 2007  
**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR  
JIM NAKAGAWA, AICP, CITY PLANNER

**SUBJECT:** REPORTS: TIJUANA RIVER FLOOD CONTROL PROJECT  
PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT.

**PROJECT DESCRIPTION/BACKGROUND:**

This item provides information about possible comments the City of Imperial Beach may offer on the Programmatic Environmental Impact Statement (PEIS) for the Tijuana River Flood Control Project (TJRFCP). The United States International Boundary and Water Commission (USIBWC) has the authority and responsibility to protect lands along the border from floods and resolve border sanitation and other border water quality problems. The USIBWC



anticipates the need to make improvements to flood control facilities along the border over a 20-year planning period. One of the flood control facilities that is the focus of this environmental document is the Tijuana River Flood Control Project, which was constructed in 1978. The document is attached to this report and can be found at the following website: <http://www.ibwc.state.gov/Files/TijuanaRiverDraftPEIS.pdf>

**PROJECT EVALUATION/DISCUSSION:**

The TJRFCP currently consists of a channel, floodways, and levees extending from the San Ysidro border crossing area into the United States for a distance of 2.3 miles toward the natural channel of the Tijuana River near Imperial Beach. The PEIS identifies, describes, and evaluates in conceptual terms three alternatives to be considered over the 20-year planning horizon for the TJRFCP.

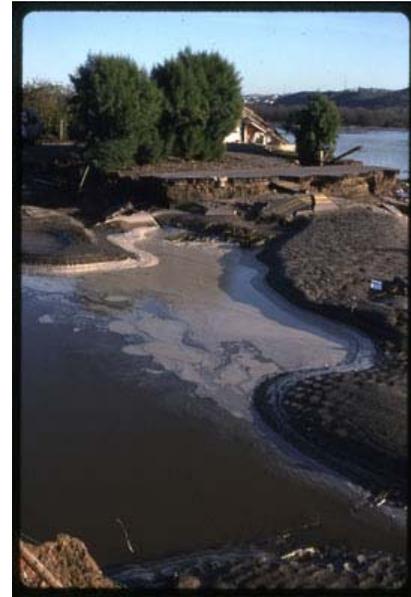
**No Action Alternative:** This alternative is the continuation of current management and Operations and Management (O&M) practices, including actions planned or identified for short-term implementation.

**Enhanced Operation and Maintenance (EOM) Alternative:**

This alternative addresses anticipated or likely improvements to flood control facilities beyond those to be implemented under current O&M practices. Ongoing and future activities associated with the flood control mission of the Tijuana River Flood Control Project (FCP) are those associated with the maintenance and improvements to the levee system, and floodway maintenance activities, namely channel maintenance and sediment removal and disposal.

**Multipurpose Project Management (MPM) Alternative:**

The MPM Alternative incorporates measures under consideration under the EOM Alternative, adding measures for multiple use of the floodway and initiatives for environmental improvement. Those measures include additional floodway utilization for purposes other than optimization of flood control, as well as participation through cooperative agreements in local environmental initiatives to be implemented and managed by other agencies or organizations.



Of the three alternatives, the MPM Alternative appears to provide the greatest amount of effort the federal government can bring to bear on coordinating their flood control program with the environmental protection and habitat enhancement programs that have been in place and will be developed at the local, regional, and state level for the 20-year planning period.



**ENVIRONMENTAL DETERMINATION:**

This project is subject to the National Environmental Policy Act (NEPA) of 1969 as amended and the NEPA implementing regulations of the USIBWC. A public hearing on the PEIS was conducted by the USIBWC on August 30, 2007 at the Dempsey Holder Safety Center. The deadline to provide comments on the PEIS to the USIBWC is September 24, 2007.

**COASTAL JURISDICTION:** The project is located in the California Coastal Zone, and any implementing actions may need a consistency determination by the California Coastal Commission.

**FISCAL ANALYSIS:**

The federal government is absorbing the cost of preparing the PEIS and the City is absorbing the cost (\$600) of reviewing the document and forwarding its recommendation. Cost impacts are not provided with this analysis.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2007-6542, that provides comments, recommends the selection of the Multipurpose Project Management (MPM) Alternative to the IBWC, and makes the necessary findings in support of its recommendations.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution [2007-6542](#)
2. Tijuana River Flood Control PEIS

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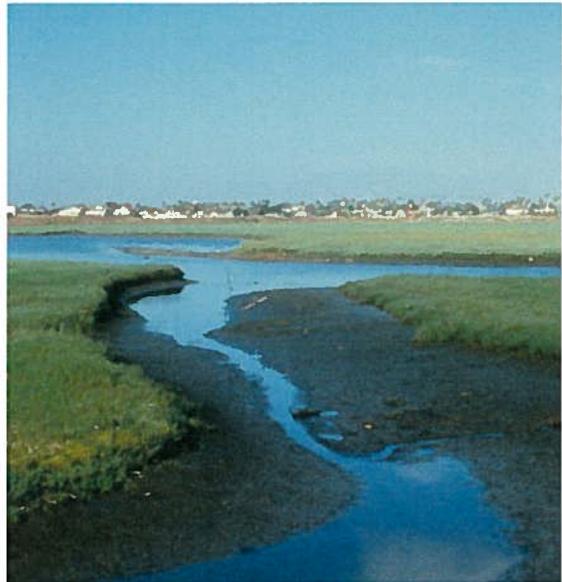
Daniel Borunda, Environmental Management Division, USIBWC, 4171 North Mesa Street, C-100, El Paso, Texas 79902

Esther Daigneault, Environmental Planner III, County of San Diego, Department of Public Works, 5469 Kearny Villa Road, Suite 305, San Diego, CA 92123  
([esther.daigneault@sdcounty.ca.gov](mailto:esther.daigneault@sdcounty.ca.gov))

William Anderson, FAICP, Director, City of San Diego City Planning & Community Investment Planning Division, 202 C Street, MS 5A, San Diego, CA 92101  
([andersonw@sanidiego.gov](mailto:andersonw@sanidiego.gov))

Clay Phillips, Reserve Manager, Tijuana Estuary Visitor Center, 301 Caspian Way, Imperial Beach, CA 91932 ([cphillip@parks.ca.gov](mailto:cphillip@parks.ca.gov))

California Coastal Commission, Diana Lilly, Coastal Program Analyst, 7575 Metropolitan Drive, Suite 103, San Diego, CA 92108-1735 ([dlilly@coastal.ca.gov](mailto:dlilly@coastal.ca.gov))



## RESOLUTION NO. 2007-6542

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, RECOMMENDING THAT THE INTERNATIONAL BOUNDARY AND WATER COMMISSION SELECT THE MULTIPURPOSE PROJECT MANAGEMENT ALTERNATIVE FOR THE TIJUANA RIVER FLOOD CONTROL PROJECT PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT.**

**WHEREAS**, on September 19, 2007, the City Council of the City of Imperial Beach held a duly noticed public meeting wherein the City Council considered offering comments and provided a recommendation on the Programmatic Environmental Impact Statement (PEIS) for the Tijuana River Flood Control Project (TJRFCP); and

**WHEREAS**, on August 30, 2007, the United States Section of the International Boundary and Water Commission (USIBWC) held a public hearing at the Dempsey Holder Safety Center in Imperial Beach where Imperial Beach residents offered comments on the PEIS and the City acknowledges that public comments are due by September 24, 2007; and

**WHEREAS**, the City of Imperial Beach has long maintained a history of supporting environmental programs in the San Diego region, particularly those comprehensive programs that seek to address water quality issues, provide for the public health, safety, and welfare, and restore and enhance the natural habitat of the Tijuana River Valley; and

**WHEREAS**, the Ramsar Convention on Wetlands designated the Tijuana River National Estuarine Research Reserve (Site #1452) as a Wetland of International Importance on February 2, 2005; and

**WHEREAS**, this project is subject to the National Environmental Policy Act (NEPA) of 1969 as amended and the NEPA implementing regulations of the USIBWC and that a PEIS is required to address potential environmental impacts; and

**WHEREAS**, the City Council finds that, of the alternative actions identified in the PEIS, the Multipurpose Project Management (MPM) Alternative provides for measures that go beyond flood control objectives and provides opportunities for working with regional agencies in the Tijuana River Valley to restore, protect, and enhance the habitat of this critically important environmental resource.

**NOW, THEREFORE, BE IT RESOLVED**, that the Multipurpose Project Management (MPM) Alternative identified in the Programmatic Environmental Impact Statement (PEIS) for the Tijuana River Flood Control Project, is hereby **recommended** as the **preferred alternative** by the City Council of the City of Imperial Beach; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Imperial Beach that the USIBWC provide the City of Imperial Beach and other affected regional agencies with project-level Environmental Impact Statements for the Tijuana River Flood Control Project as specific projects are developed during its 20-year planning period.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 19<sup>th</sup> day of September, 2007, by the following roll call vote:

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

*James C. Janney*

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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

**APPROVED AS TO FORM:**

*James P. Lough*

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**JAMES P. LOUGH**  
**CITY ATTORNEY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2007-6542- A Resolution of the City of Imperial Beach recommending that the International Boundary and Water Commission select the Multipurpose Project Management Alternative for the Tijuana River Flood Control Project Programmatic Environmental Impact Statement.

---

**CITY CLERK**

---

**DATE**

# Draft Programmatic Environmental Impact Statement Improvements to the Tijuana River Flood Control Project



*Lead Agency:*

**United States Section  
International Boundary  
and Water Commission**  
*El Paso, Texas*

*Cooperating Agency:*

**U.S. Army Corps of Engineers**  
*Los Angeles District, California*



*Technical Support:*

**PARSONS**  
Austin, Texas

**August 2007**

## Cover Sheet

# PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT IMPROVEMENTS TO THE TIJUANA RIVER FLOOD CONTROL PROJECT

Draft

Final

### Lead Agency

United States Section, International  
Boundary and Water Commission  
(USIBWC)  
El Paso, Texas

### Cooperating Agencies

U.S. Army Corps of Engineers

### Abstract

The USIBWC anticipates the need to improve capabilities or functionality of the Tijuana River Flood Control Project. Improvement measures associated with the project core mission of flood protection and boundary stabilization are evaluated under the Enhanced Operation and Maintenance (EOM) Alternative, while measures in support of local or regional initiatives for increased utilization of the project or to improve environmental conditions are evaluated under the Multipurpose Project Management (MPM) Alternative.

This Programmatic Environmental Impact Statement (PEIS) evaluates potential environmental consequences alternatives under consideration for improvement of the Tijuana River Flood Control Project.

The USIBWC will apply the programmatic evaluation as an overall guidance for future environmental evaluations of individual improvement projects, the implementation of which is anticipated or possible within a 20-year timeframe.

### Other Requirements Served

This PEIS is intended to serve other environmental review and consultation requirements pursuant to 40 CFR 1502.25(a)

### Comments Submittal

The Draft PEIS will be available for a 45-day public review period. Comments should be directed by September 24, 2007 to:

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### Date of Draft Availability to USEPA and the Public:

August 10, 2007.

## EXECUTIVE SUMMARY

### ***Purpose of and Need for Action***

Over a 20-year planning period, the USIBWC anticipates the need to improve capabilities or functionality the Tijuana River Flood Control Project (Tijuana River FCP) located in southern San Diego County, California (Figure ES-1). The USIBWC is proposing a range of alternatives for maintenance activities and future improvements that have been developed at a conceptual level, or that represent measures considered feasible but not currently envisioned for implementation. Known or anticipated improvements are typically associated with the core mission of flood control and boundary stabilization. Other improvements are associated with potential multipurpose utilization of the floodway in support of local or regional initiatives for recreational use or environmental improvement.

The *Programmatic Environmental Impact Statement (PEIS)* evaluates potential environmental impacts of improvement alternatives for the Tijuana River FCP. The USIBWC will apply the programmatic evaluation of potential impacts as an overall guidance for future environmental evaluations of individual improvement projects for anticipated or possible implementation. Once any given improvement project is identified for future implementation, site-specific environmental documentation will be developed based on project specifications and PEIS findings.

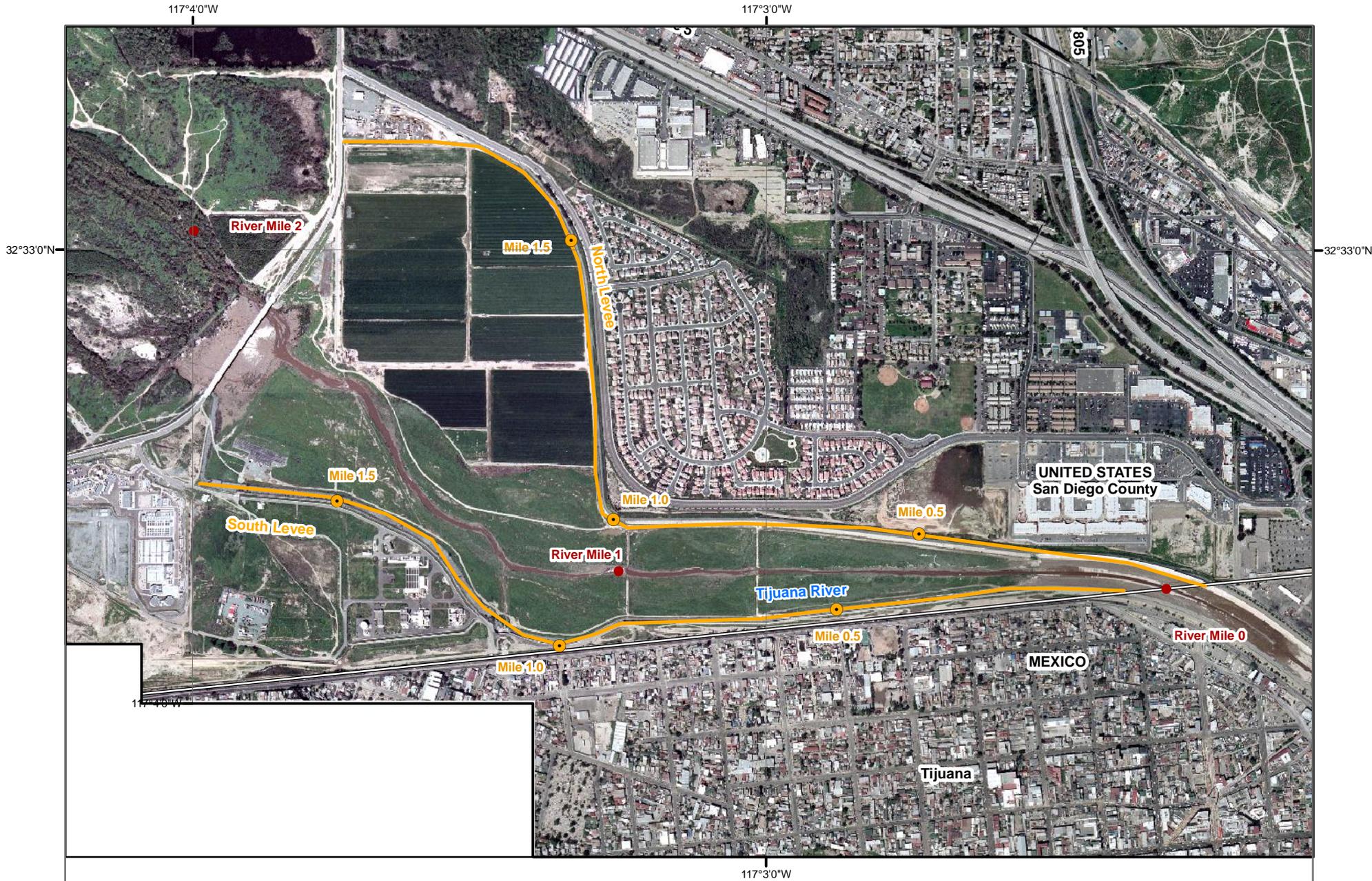
### ***Alternatives Considered in Detail***

For the PEIS evaluation, measures identified as feasible were organized into two action alternatives that reflect the following project goals:

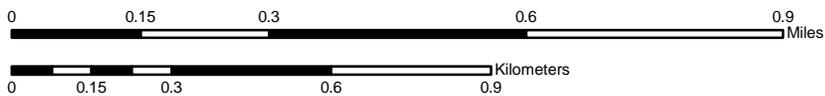
1. Measures associated with the mission of flood control and boundary stabilization, evaluated under the Enhanced Operation and Maintenance (EOM) Alternative; and
2. Measures in support of local or regional initiatives for increased utilization of the project or to improve environmental conditions, evaluated under the Multipurpose Project Management (MPM) Alternative.

### ***Summary of Environmental Consequences***

The PEIS compares potential environmental consequences of the EOM and MPM alternatives with those expected from continued use of current management and operational practices evaluated under the No Action Alternative. Impacts were evaluated for the following resource areas: water, biological resources, cultural and socioeconomic resources, land use, and environmental health. A summary comparison of potential environmental consequences of the alternatives by resource area, with general application to the three flood control projects under evaluation, is presented in Table ES-1.



Scale = 1: 24,000



**Fig. ES-1**  
**Tijuana River Flood Control Project**

Programmatic EIS  
 International Boundary and Water Commission,  
 United States Section

**Table ES-1 Summary of Environmental Consequences of Alternatives for Improvement of the Tijuana River FCP**

	<b>No Action Alternative</b>	<b>Enhanced Operation and Maintenance (EOM) Alternative</b>	<b>Multipurpose Project Management (MPM) Alternative</b>
<b>Water Resources</b>			
	Current maintenance practices for the Tijuana River FCP would continue to provide current flood protection in accordance with the cooperative agreement with the U.S. Border Patrol.	Small-scale changes in extent or timing of vegetation removal that would not affect the ability to control floodwaters or result in changes to hydrology or groundwater resources.	No changes to hydrology, groundwater resources, or water quality would be expected as a result of additional use of best management practices for trash and sediment removal or increased restrictions to public access.
<b>Biological Resources</b>			
Vegetation	No changes would be made; current floodway maintenance practices would continue, including the long-term lease for the sod farm to the north side of the Tijuana River FCP area.	Small-scale changes in the extent or timing of vegetation removal would occur. Due to the surrounding regional vegetation, such areas would become non-native grassland due to seral succession.	Initiation of a program to improve watershed management for better sediment control would possibly improve vegetation communities. The portions of the watershed affected would likely become non-native grasslands.
Wildlife	Wildlife habitat under the No Action Alternative is not expected to further degrade, nor would habitat be improved.	Small-scale vegetation changes may result in changes in species composition or conversion to non-native grassland. An increase in grassland would increase raptor foraging habitat.	USIBWC participation in regional wildlife habitat conservation initiatives may improve habitat for wildlife in the vicinity of the Tijuana River FCP.
Threatened and Endangered Species	The present habitat is generally too disturbed to support T&E species, and no changes are expected relative to current conditions.	Small-scale vegetation changes may add foraging habitat for raptors and other species, some of which are protected under the Migratory Bird Treaty Act.	Watershed initiatives to improve sediment control and regional wildlife habitat conservation initiatives may also improve habitat for T&E species in the vicinity of the project.
Wetlands and Aquatic Ecosystems	The dry streambed does not support wetlands or aquatic ecosystems within the floodway.	Small-scale vegetation changes would not improve conditions for development of wetlands or aquatic ecosystems within the floodway.	Watershed initiatives to improve sediment control could improve aquatic ecosystems downstream from the Tijuana River FCP.
Unique or Sensitive areas	No changes would be made to the vegetation communities in the project area.	Small scale vegetation changes are not likely to significantly improve grassland areas.	Regional wildlife habitat conservation initiatives may also improve sensitive areas such as non-native grasslands in the project vicinity.

<b>Land Use</b>			
Residential Uses	Existing residential communities near the river corridor would not be affected.	Changes in floodway management due to levee modifications would not affect residential uses. Increased U.S. Border Patrol operations may limit some recreational uses of the floodway.	Cooperative agreements that promote watershed management and habitat conservation initiatives may change surrounding land uses. If new land uses are adopted in the region, they may affect adjacent land uses as well.
Agricultural Uses	The sod farm within the floodway would not be affected under the No Action Alternative.	Increases in agricultural use of the floodway are not anticipated.	Increases in agricultural use in the project vicinity are not anticipated.
Recreational Uses	Recreational and natural areas, including the Tijuana River Valley Regional Park and neighborhood and communities parks, would not be affected.	Greater restrictions to public use/access of the floodway may limit recreational opportunities.	Greater restrictions to public use/access of the floodway may limit recreational opportunities, while cooperative agreements may promote recreational opportunities in the project vicinity.
Other Uses	Other land uses in the project vicinity, such as sand and gravel extractive operations and U.S. Military lands, would not be affected.	Similar to the No Action Alternative, other land uses in the project vicinity, would not be affected.	Similar to the No Action Alternative, other land uses in the project vicinity, would not be affected.
<b>Cultural Resources</b>			
Historical and Archeological Resources	Continued operation of the Tijuana River FCP would not have adverse effects on historical or archaeological resources.	Small-scale changes in floodway management would not have adverse effects on historical or archaeological resources. Additional levee improvement measures, not currently anticipated, could affect archaeological resources.	No adverse effects are anticipated within the flood control project area. Cooperative projects, depending on extent or location, could have impacts on historical or archaeological resources.
<b>Socioeconomic Resources</b>			
Regional Economics and Social Issues	No impacts on anticipated population increases and other socioeconomic issues in San Diego County are expected by the continued operation of the Tijuana River FCP.	Changes in floodway management would have no impact on anticipated population increases and other socioeconomic issues in San Diego County.	No impact on anticipated population increases and other socioeconomic issues in San Diego County are expected from floodway management. Participation in cooperative initiatives could improve urban land use and create recreational opportunities.
Environmental Justice	Flood control would continue protecting the entire project vicinity. Disproportionately high and adverse human health and environmental effects on minority and low-income populations are not expected.	Floodway management changes in the Tijuana River FCP would not affect adjacent urban areas, including minority and low-income populations.	Participation in cooperative initiatives could improve urban land use and recreational opportunities for residents in the project vicinity, including minority and low-income populations.

<b>Environmental Health</b>			
Air Quality	No increases in air pollution emissions are anticipated from continued USIBWC operation and maintenance activities.	Changes in floodway maintenance could result in changes in releases of particulate matter. Increased emissions of other pollutants from USIBWC operations are not anticipated. Best management practices for sediment removal from the channel would improve air quality.	Cooperative agreements for environmental improvements or recreational opportunities would likely maintain or improve air quality in the project vicinity. Changes would be insignificant at a regional level.
Noise	Continuation of existing Tijuana River FCP operations would not result in any changes in the noise environment. Noise level of equipment in operation for maintenance activities is not expected to exceed the City of San Diego noise standard for any sensitive receptors in the project area.	Similar to the No Action Alternative, modified maintenance operations are not expected to exceed the City of San Diego noise standard for any sensitive receptors in the project area.	Similar to the No Action Alternative, modified maintenance operations are not expected to exceed the City of San Diego noise standard for any sensitive receptors in the project area.
Public Health and Environmental Hazards	Continued operation of the Tijuana River FCP would continue to comply with applicable health and environmental compliance requirements.	As in the No Action Alternative, changes in floodway maintenance would continue to follow applicable health and environmental compliance requirements.	Cooperative agreements for environmental improvements or recreational opportunities would follow applicable health and environmental compliance requirements.
<b>Cumulative Impacts</b>			
Natural Resources Management Areas	No cumulative impacts are anticipated from continued USIBWC operation and maintenance activities	Changes in vegetation management could incorporate limited wildlife habitat in the downstream reach of the flood control project.	Cooperative agreements would support additional local environmental improvements outside the flood control project area.
Water Quality and Sediment Control Projects	No cumulative impacts are anticipated from continued USIBWC operation and maintenance activities.	Increased sediment removal from the river channel and disposal outside the floodway would represent a minor addition to sediment control in Tijuana River tributary canyons located along the international border. Storm water quality would not improve as a result of improvements in flood control.	Cooperative agreements for erosion control in Tijuana River tributary canyons would reduce the sediment load reaching the Tijuana River estuary. Storm water quality improvements would result from participation in additional bi-national plans for upstream control of point and non-point pollution sources.
U.S. Border Patrol Activities	No cumulative impacts are anticipated from continued USIBWC operation and maintenance activities.	Expanded U.S. Border Patrol surveillance and access control activities, as well as flood control requirements, are likely to severely restrict initiatives for additional vegetation development within the floodway.	Participation in local initiatives would support, to various degrees, development of vegetation and wildlife habitat outside the floodway.

# Draft Programmatic Environmental Impact Statement Improvements to the Tijuana River Flood Control Project



*Lead Agency:*

**United States Section  
International Boundary  
and Water Commission**  
*El Paso, Texas*

*Cooperating Agency:*

**U.S. Army Corps of Engineers**  
*Los Angeles District, California*



*Technical Support:*

**PARSONS**  
Austin, Texas

**July 2007**

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**DRAFT PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT**

**IMPROVEMENTS TO THE**

**USIBWC TIJUANA RIVER FLOOD CONTROL PROJECT**

*Lead Agency:*

**UNITED STATES SECTION,  
INTERNATIONAL BOUNDARY AND WATER COMMISSION  
UNITED STATES AND MEXICO**

*Cooperating Agency:*

**U.S. ARMY CORPS OF ENGINEERS  
LOS ANGELES DISTRICT**

*Technical Support:*

**PARSONS**  
Austin, Texas

**JULY 2007**

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## ACRONYMS AND ABBREVIATIONS

ac-ft	acre feet
ac-ft/yr	acre feet per year
AQCR	Air Quality Control Region
BMP	best management practice
CEQ	Council on Environmental Quality
CESPT	Comision Estatal de Servicios Publicos de Tijuana
cfs	cubic feet per second
dBA	A-weighted sound level in decibels
DNL	Day-night average sound level
EIS	environmental impact statement
E.O.	executive order
EOM	enhanced operation and maintenance
IBWC	International Boundary and Water Commission
INS	Immigration and Naturalization Service
JTF-6	Joint Task Force-Six
LOS	level of service
mgd	million gallons per day
mg/L	milligrams per liter
MMPH	multi-habitat planning area
MPM	Multi-purpose project management
NAAQS	National Ambient Air Quality Standards
NEPA	National Environmental Policy Act
NOI	Notice of Intent
O&M	operation and maintenance
PEIS	Programmatic Environmental Impact Statement
PM <sub>10</sub>	particulate matter greater than 10 micrometers
SANDAG	San Diego Association of Governments
SBIWTP	South Bay International Wastewater Treatment Plant
SDAB	San Diego Air Basin
SPCC	spill prevention, control, and countermeasures
T&E	threatened and endangered
Tijuana River FCP	Tijuana River Flood Control Project
USACE	U.S. Army Corps of Engineers
USBP	U.S. Border Patrol
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
USIBWC	United States Section, International Boundary and Water Commission



## 1.1.2 USIBWC Authority

The International Boundary and Water Commission (IBWC), which before 1944 was known as the International Boundary Commission, was created by the Convention of 1889, and consists of a United States Section (the USIBWC) and a Mexican Section (MxIBWC). The IBWC was established to apply the rights and obligations the Governments of the United States and Mexico assumed under the numerous boundary and water treaties and related agreements. Application of the rights and obligations is accomplished in a way that benefits the social and economic welfare of the people on both sides of the boundary and improves relations between the two countries. The mission of the USIBWC has five components, as follows:

- Regulation and conservation of waters of the Rio Grande for use by the United States and Mexico through joint construction, operation, and maintenance of international storage dams and reservoirs and plants for generating hydroelectric energy at the dams, and regulation of the Colorado River waters allocated to Mexico;
- Distribution of waters of the Rio Grande and the Colorado River between the two countries;
- Protection of lands along the border from floods through levee and floodway projects and solution of border sanitation and other border water quality problems;
- Preservation of the Rio Grande and Colorado River as the international boundary; and
- Demarcation of the land boundary

## 1.2 PURPOSE OF AND NEED FOR ACTION

The USIBWC is proposing a range of alternatives for maintenance activities and future improvements to the Tijuana FCP located in southern California. The PEIS is being prepared to evaluate these maintenance improvement alternatives that would allow USIBWC to minimize potential environmental impacts and take advantage of environmental and recreational opportunities while fulfilling the project goal of flood protection.

Over a 20-year planning period, the USIBWC anticipates the need to improve capabilities or functionality of flood control projects located along the United States-Mexico boundary. While some improvements to those projects are already in a planning stage or have been developed at a conceptual level, others represent measures considered feasible but not currently envisioned for implementation. Known or anticipated improvements are typically associated with the projects' core mission of flood control. Other improvements are associated with additional goals adopted by the USIBWC in support of the flood control projects' core mission, such as multipurpose utilization of the project in support local or regional initiatives for recreational use or environmental improvement.

In compliance with NEPA, the USIBWC integrates the environmental evaluation process with other planning at the earliest possible time to ensure that planning and decisions reflect environmental values, to avoid delays later in the process, and to head off potential conflicts. The USIBWC routinely identifies environmental effects of alternative actions in the form of an Environmental Assessment or, when warranted by significance of potential effects, an Environmental Impact Statement (EIS). This environmental documentation and analyses are based on site specific, and project specific alternatives. Because of the long range planning

1 needs, the USIBWC has taken a broad programmatic look at the potential environmental  
2 implications of operation and maintenance (O&M) and improvement measures to be  
3 considered for future implementation. The PEIS documents the affected environment in the  
4 Tijuana River FCP area, and assesses potential environmental consequences of the alternatives.

5 The USIBWC would apply the programmatic analyses of potential impacts as an overall  
6 guidance for future individual improvement projects whose implementation is anticipated or  
7 possible within a 20-year timeframe. Once any given improvement project is identified for  
8 site- and time-specific implementation, action-specific environmental documentation would be  
9 developed based on project specifications and PEIS findings.

10 For the PEIS, measures identified as feasible were organized in two Action Alternatives  
11 that reflect the following project goals:

- 12 1. Measures associated with the Tijuana River FCP mission of flood control are evaluated  
13 under the Enhanced Operation and Maintenance (EOM) Alternative; and
- 14 2. Measures in support of local or regional initiatives for increased utilization of the  
15 project or for improvement of environmental conditions are evaluated under the  
16 Multipurpose Project Management (MPM) Alternative.

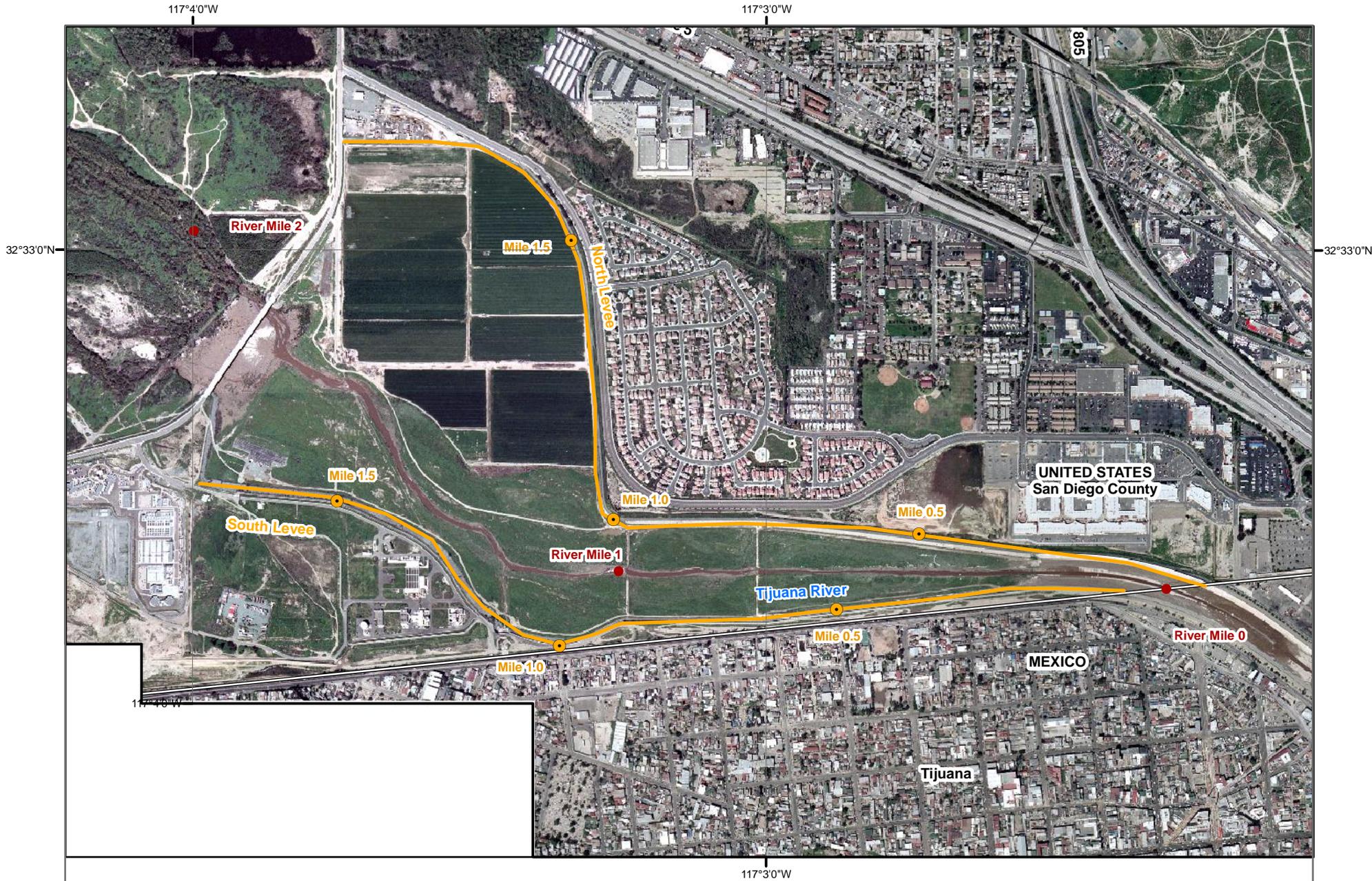
17 The PEIS compares potential environmental consequences of the EOM and MPM  
18 alternatives with continued use of current management and operational practices, evaluated  
19 under the No Action Alternative.

### 20 **1.3 DESCRIPTION OF THE TIJUANA RIVER FLOOD CONTROL PROJECT**

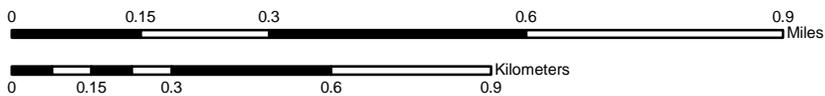
21 Figure 1 indicates the location of four flood control projects operated by the USIBWC  
22 along the United States-Mexico border: the Tijuana River FCP under evaluation in this PEIS,  
23 and three flood control projects along the Rio Grande (Rio Grande Rectification Project,  
24 Presidio-Ojinaga Flood Control Project, and Lower Rio Grande Flood Control Project). Rio  
25 Grande projects are evaluated concurrently under a separate PEIS (*Programmatic  
26 Environmental Impact Statement for Improvements to Rio Grande Flood Control Projects  
27 Along the Texas Border*). Unlike the Tijuana River FCP, Rio Grande projects also include as  
28 core functions not only flood control but also boundary stabilization and water delivery.

29 Figure 2 illustrates the Tijuana River FCP. The project is located in the United States  
30 portion of the river and extends 2.3 miles from the international boundary to the start of the  
31 natural Tijuana River channel in San Diego County, California. The project represents a  
32 continuation of the International Tijuana River Flood Control Project that begins in Mexico and  
33 provides flood protection to areas in both the United States and Mexico. The project,  
34 consisting of channel, floodways, and levees, was constructed for flood control in 1978.  
35 Levees are located between the United States and Mexico border and Dairy Mart Road. The  
36 total levee length, including north and south levees, is approximately 3.4 miles. On the north  
37 side of the river the levee length is 10,444 feet, and on the south side of the river the levee  
38 length is 7,178 feet.





Scale = 1: 24,000



**Figure 2**  
**Tijuana River Flood Control Project**

Programmatic EIS  
 International Boundary and Water Commission,  
 United States Section

1 Flow in the Tijuana River is intermittent, and primarily associated with storm events. The  
2 stream channel along the Tijuana River FCP is normally dry because dry-weather flows are  
3 intercepted upstream of the border for treatment either in Tijuana or at the South Bay  
4 International Wastewater Treatment Plant operated by the USIBWC. The plant is located  
5 immediately west of the Tijuana River FCP south levee. The floodway between the north and  
6 south levees is leased for agricultural use and recreational use (USIBWC 2005b). The  
7 municipality of Tijuana, Baja California, Mexico, is located south of the Tijuana River FCP,  
8 and has fully developed neighborhoods directly adjacent to the south levee area. To the north  
9 and east of the levees is the community of San Ysidro, in San Diego County. Immediately  
10 adjacent to the north levee is a single-family residential neighborhood and an indoor shopping  
11 mall. To the west of the project is the Tijuana River Valley Regional Park.

12 The channel consists of four sections: a 1,223-foot-long concrete lined channel, a  
13 1,695-foot-long energy dissipater of grouted stone, an 824-foot long energy dissipater of  
14 dumped stone, and an 8,202-foot long unlined channel. The flared energy dissipater reduces  
15 velocities of the flows. The total modified channel length from the international border to the  
16 start of the natural Tijuana River channel in San Diego County is 2.3 miles. The capacity of the  
17 low-flow channel is approximately 2,000 cfs. The stream channel is normally dry due to the  
18 interception of dry-weather flows one-half mile upstream of the border for treatment. The  
19 Tijuana FCP was constructed to control flooding and has no capability to control water quality  
20 of runoff originating from Tijuana.

#### 21 **1.4 PEIS ORGANIZATION**

22 Section 1 provides background information on the PEIS objectives.

23 Section 2 presents an overview of alternatives and actions for evaluation in the PEIS, as  
24 well as the process followed for initial formulation of alternatives.

25 Section 3 provides a description of existing conditions, or affected environment.

26 Section 4 evaluates environmental consequences of continued project operation under  
27 current O&M practices (No Action Alternative), and implementation of proposed action  
28 alternatives described in Section 2.

29 Sections 5 discusses environmental compliance and coordination, including information  
30 on PEIS preparation and review.

31 Sections 6 presents a list of cited references.

32



1 **2.1.1 Opportunities and Constraints**

2 Feasible and likely beneficial actions associated with the Tijuana River FCP were  
3 identified on the basis of opportunities and constraints for inclusion in the evaluation of  
4 potential impacts. The resulting analysis excluded from evaluation those actions that are in  
5 conflict with the project objectives, or small-scale measures with minimum potential impacts or  
6 environmental benefit. A summary of key considerations for the project is presented in  
7 Table 2.1 and briefly discussed below.

8 **Table 2.1 Opportunities and Constraints for Project Improvement**

Opportunities and Constraints	Tijuana River FCP
Flood control objective	Yes
Primary control of floodway management	USIBWC
Water delivery and boundary stabilization function	Not applicable
Dry-weather baseflow	None; intercepted upstream of the international boundary
Scale	Small, 2.3 miles
Vegetation and wildlife habitat	Minimum diversification; vegetation growth is controlled by mowing and agricultural use
Environmental issues	Few issues associated with the flood control function
Ongoing environmental initiatives for floodway use	Few in the flood control project vicinity, none within the floodway
Potential for additional multipurpose use	Minimum

9

10 ***Flood Control Mission***

11 Flood control is the core mission of the Tijuana River FCP. No levee deficiencies have  
12 been identified, nor a need for an improved flood control capability. The flood control mission  
13 of the Tijuana River FCP, along with the lack of a dry-weather flow, preclude uncontrolled  
14 vegetation growth or development of any wooded vegetation along the 2.3-mile stream  
15 segment.

16 ***Project Scale and Diversity***

17 Project length and floodway size, as well as topographic diversification, determine  
18 potential extent of additional flood control actions or environmental initiatives for any given  
19 flood control project. For the Tijuana River FCP, there is a minimum topographic  
20 diversification, and project floodway represents only a minimum fraction of the Tijuana River  
21 watershed.

## 1 **Environmental Initiatives and Cooperative Agreements**

2 The small geographic scale, as well as water availability limited to flood events, severely  
3 limits a significant individual contribution of the Tijuana River FCP to environmental  
4 improvement initiatives. The project location upstream of valuable natural resources  
5 management areas, however, would provide an opportunity for increased support of local  
6 environmental initiatives.

### 7 **2.1.2 Definition of Alternatives**

8 Measures initially identified during the PEIS scoping process were consolidated into a No  
9 Action Alternative and two Action Alternatives. Main features of each alternative are  
10 summarized below, and a comparative summary is presented in Table 2.1.

#### 11 **No Action Alternative**

12 The No Action Alternative is the continuation of current management and O&M practices,  
13 including actions planned or identified for short-term implementation.

#### 14 **Enhanced Operation and Maintenance Alternative (EOM Alternative)**

15 This alternative addresses anticipated or likely improvements in flood control beyond those  
16 to be implemented under current O&M practices. Ongoing and future activities associated with  
17 the flood control mission of the Tijuana River FCP are those associated with maintenance and  
18 improvements to the levee system, and floodway maintenance activities, namely channel  
19 maintenance and sediment removal and disposal.

#### 20 **Multipurpose Project Management Alternative (MPM Alternative)**

21 The MPM Alternative incorporates measures under consideration under the EOM  
22 Alternative, adding measures for multiple use of the floodway and initiatives for environmental  
23 improvement. Those measures include additional floodway utilization for purposes other than  
24 optimization of flood control, as well as participation through cooperative agreements in local  
25 environmental initiatives to be implemented and managed by other agencies or organizations.

## 26 **2.2 NO ACTION ALTERNATIVE**

27 The USIBWC conducts the following activities for maintenance of the Tijuana River FCP  
28 levee system, either routinely or on an as-needed basis:

- 29
- Grade and resurface maintenance road on levees;
  - 30 • Mow/cut brush/woody vegetation from levee slopes; repair erosion-related  
31 damage; and,
  - 32 • Maintain grass vegetation.

33 The U.S. Border Patrol (USBP) resurfaces roadways on the entire north and south levee  
34 roadways, according to the terms of a Memorandum of Understanding with the USIBWC.

1 Roadway resurfacing is typically done about every 3 months. A scraper is used to level the top  
2 of the road. Decomposed granite or small gravel is then placed on the surface.

3 Several activities are routinely conducted on the floodway and channel for floodway  
4 maintenance within the Tijuana FCP. Most of these activities are conducted by the USBP at  
5 their expense, under the cooperation agreement with the USIBWC. Those activities include:

- 6 • Mow floodway for enforcement purposes using mowers and/or discs three to  
7 five times per year;
- 8 • Mow within 200 to 300 yards of the river on the north and south sides;
- 9 • Dispose sediment on USIBWC property within floodway downstream of the  
10 energy dissipater; and,
- 11 • Remove sediment and trash from all concrete-lined and grouted sections of the  
12 channel and at downstream end of project to prevent downstream flooding, on  
13 an as-needed basis.

14 Parts of the floodway are leased for sod farming and for recreational use by a model  
15 airplane club. Most of the land area in the north floodplain is sod farm, while most of the area  
16 in the south floodplain is sand. The model airplane club's land lease is about 20 acres located  
17 west of the South Bay International Wastewater Treatment Plant, south of the river channel,  
18 and downstream of the energy dissipater.

19 Since the USIBWC does not have a work crew at the San Diego field office, a crew from  
20 the American Dam field office in Texas is mobilized to the Tijuana River FCP to remove  
21 sediment from the channel about once per year, normally during the spring or summer;  
22 maintenance activities take place for about 2 weeks. A front end loader or bulldozer is usually  
23 used to clean the channel. Sediment is removed from all concrete-lined and grouted stone  
24 sections of the channel. The material is put into dump trucks and taken downstream of the  
25 energy dissipater to be spread in the floodplain on USIBWC property. This annual cleaning is  
26 not done when lack of rainfall results in little debris accumulation.

### 27 **2.3 ENHANCED OPERATION AND MAINTENANCE**

28 Ongoing and future activities associated with an enhanced flood control mission of the  
29 Tijuana River FCP are those associated with improvements and maintenance of the levee  
30 system, and floodway maintenance activities; these activities are mainly channel maintenance  
31 and sediment removal and management. Table 2.2 summarizes possible or likely actions for  
32 flood control improvement. Floodway maintenance is expected to continue under the existing  
33 agreement with the USBP; small-scale changes are possible in extent or timing of vegetation  
34 removal.

35 Additional best management practices (BMP) are likely required because removal of trash  
36 and sediment from the channel has been identified as a concern in terms of potential  
37 downstream impacts. No changes are anticipated to current floodway uses; greater restrictions  
38 on public use/access of the floodway are expected due to increased requirements of USBP  
39 operations.

**Table 2.2 Potential Actions Associated with Enhanced O&M and Multipurpose Use of the Tijuana River FCP**

	ALTERNATIVE*		Anticipated Change Relative to the No Action Alternative
	EOM	MPM	
<b>FLOOD CONTROL AND WATER DELIVERY</b>			
Vegetation removal and timing/extent of mowing	X	X	Changes are possible to improve water flow, sediment control
Best management practices (BMPs) for floodway maintenance and cleanup	X	X	Implementation of additional BMPs is possible to avoid debris and trash accumulation
Sediment and debris removal	X	X	Changes in location, extent or timing are possible to improve project functionality
<b>MULTIPURPOSE PROJECT MANAGEMENT</b>			
Wildlife habitat conservation		X	Potential participation in multi-agency, regional habitat conservation initiatives
Sediment control in tributary arroyos and canyons		X	Modification of sediment control upstream of the project or potential support of local initiatives
*EOM: Enhanced O&M; MPM: Multipurpose Project Management			

**2.4 MULTIPURPOSE PROJECT MANAGEMENT (MPM)**

Table 2.2 summarizes measures that, in addition to those included in the EOM Alternative, are possible actions for multipurpose use of the jurisdictional floodway. Increased USIBWC participation in regional wildlife habitat conservation initiatives is expected. The 2.3-mile project has a minimum potential for recreational activities and restricted public access due to USBP operations. Continued USIBWC participation is anticipated in regional initiatives such as the Tijuana River Valley Regional Park Trails and Enhancement Project. This project has been proposed by the San Diego County Department of Parks and Recreation on land adjacent to the flood control project. Improved control of sediment reaching the Tijuana River FCP from adjacent canyons is expected. This activity is managed under a separate USIBWC project.

**2.5 MEASURES CONSIDERED BUT ELIMINATED FROM DETAILED STUDY**

**2.5.1 Structural Modifications to the Flood Control Project**

Structural modifications to the Tijuana River FCP, such as lateral levee relocation or acquisition of additional flood control easements, are neither anticipated nor considered viable for future implementation. Current and increasing urban development along the flood control project severely restricts lateral expansion of the floodway, and this expansion would not represent a significant improvement in flood containment capacity.

**2.5.2 Increased Vegetation Development within the Floodway**

Increased vegetation development is physically limited by the lack of water availability, and would be in conflict with the flood control mission. The Tijuana River FCP covers a

1 2.3-mile streambed that has a minimum or no flow during most of the year, as dry-weather  
2 flows are intercepted upstream of the international border. Tall vegetation is not only an  
3 obstruction that would hamper storm water flow, but also an undesirable feature in terms of  
4 USBP patrol operations.

### 5 **2.5.3 Improvement of Storm Water Quality**

6 The Tijuana River FCP was specifically designed for flood control and does not have a  
7 capability to remove storm water pollutants. While control of dry-weather flows is currently in  
8 place under bi-national agreements to control point sources, improvements in storm water  
9 quality would require large-scale control of non-point pollution sources upstream of the Tijuana  
10 River FCP, outside the USIBWC jurisdiction.

## 11 **2.6 OTHER ACTIONS WITH POTENTIAL CUMULATIVE IMPACTS**

### 12 **2.6.1 Natural Resources Management Areas**

13 County, state, and federal natural resources management areas are located downstream of  
14 the Tijuana River FCP. Those management areas could be affected by changes in floodway  
15 management, or water flow within the flood control project. Those areas are:

- 16 • The Tijuana River Valley Regional Park, managed by the Parks and Recreation  
17 Department of the County of San Diego. An Environmental Impact Report for a  
18 Trails and Habitat Enhancement Project was recently completed by the County  
19 for the Regional Park (County of San Diego 2006).
- 20 • The Tijuana Slough Wildlife Refuge, managed by the U.S. Fish and Wildlife  
21 Service (USFWS);
- 22 • The Border Field State Park, managed by the California State Parks; and
- 23 • A 551-acre section of the Imperial Beach Navy Outlying Landing Field  
24 managed by USFWS under a 1984 Memorandum of Understanding with the  
25 U.S. Navy (USFWS 1999).

26 In addition to natural resources management areas, the City of San Diego developed a  
27 Multi-Habitat Planning Area (MHPA) that delineated core biological resource areas and local  
28 corridors targeted for conservation. A conservation corridor designated by the City along the  
29 Tijuana River runs along the three county, state, and USFWS management areas, and extends  
30 upstream into the Tijuana River FCP.

## 2.6.2 Water Quality and Sediment Control

### *Water Quality Improvement*

Bi-national initiatives are currently underway to improve water quality of the Tijuana River upstream of the international border. A major ongoing project is expansion of the wastewater collection system of the Tijuana area, and construction of secondary wastewater treatment plants to reduce contaminant loads entering the United States.

In March 2003 the Comision Estatal de Servicios Publicos de Tijuana (CESPT) and the U.S. Environmental Protection Agency (USEPA) issued a comprehensive master plan addressing sanitation problems in the San Diego-Tijuana border region. The plan was developed in response to the 2000 Tijuana River Valley Estuary and Beach Sewer Cleanup Act of 2000 (Public Law 106-457) that allows construction of wastewater treatment plants in the upper reach of the Tijuana River watershed with partial United States funding. Potential impacts of alternatives for wastewater collection and treatment were evaluated by the USIBWC as part of the Supplemental EIS for Clean Water Act Compliance at the South Bay International Wastewater Treatment Plant (SBIWTP). Those alternatives included expansion of wastewater collection systems in the Tijuana region, increased treatment capacity at the SBIWTP, and construction of new treatment facilities within the Mexican section of the Tijuana River watershed (USIBWC 2005b).

### *Sediment and Erosion Control*

Five canyons located along the international border drain directly into the U.S. reach of the Tijuana River, primarily within the Tijuana River Valley Regional Park boundary. In addition to direct wastewater flow control, initiatives have been developed to increase control of erosion and storm water flows downstream of the Tijuana River FCP. While dry-weather wastewater flow from the canyons is currently intercepted by the USIBWC for treatment at the SBIWTP, extensive erosion and contaminated runoff are considered a significant source of sediment and pollution reaching the Tijuana River estuary (USFWS 1999).

An ongoing initiative for increased control of erosion and storm water flows is the Goat Canyon Enhancement Project developed by the California State Parks and the National Oceanic and Atmospheric Administration. The project, located downstream of the Tijuana River FCP, is intended to reduce sediment loads reaching the Tijuana River Estuary by placement of a series of retention basins within the watershed, and two or three larger avulsion basins in the alluvial fan to reduce sediment supply to the estuary (USFWS 1999).

## 2.6.3 U.S. Border Patrol Activities

### *Regional Plans*

Cumulative impacts considered for the Tijuana River FCP include greater restrictions to public use/access of the floodway due to increased USBP operations and designation of restricted use zones. Anticipated changes in future USBP operation were evaluated in terms of potential environmental consequences in an updated Programmatic EIS prepared by USACE

1 for the Immigration and Naturalization Service (INS) and Joint Task Force-North (formerly  
2 known as Joint Task Force-Six) in 1994 and updated in 2001 (USACE 1994a and 2001).

3       Actions for JTF-6 support to the INS strategy for enforcement activities cover a 50-mile  
4 corridor along the United States-Mexico border. Enforcement activities would allow INS to  
5 gain and maintain control of the border by enhancing prevention, deterrence, and detection of  
6 illegal activities. JTF-6's support would include two major categories with potential  
7 cumulative effects on the Tijuana River FCP: operational measures such as increased ground  
8 patrols and access restrictions, and engineering measures such as placement fences, lighting,  
9 and installation of remote sensing systems such as ground sensors (Integrated Surveillance and  
10 Intelligence System).

### 11 **Local Plans**

12       At the local level, the USBP would implement the *U.S. Customs and Border Patrol*  
13 *Protection 14-Mile Border Infrastructure System Project*. The project is the construction of a  
14 triple fence along the international border to control illegal border crossings, extending  
15 14 miles from the Pacific Ocean to the foothills of the San Ysidro Mountains. The project  
16 includes two additional fences, patrol and maintenance roads, lights, and components of the  
17 Integrated Surveillance and Intelligence System. This project has been exempted from  
18 environmental review and permitting (County of San Diego 2006).

## 19 **2.7 SUMMARY COMPARISON OF ALTERNATIVES BY RESOURCE AREA**

20       Table 2.3 presents a summary of potential environmental consequences of continued  
21 implementation of current O&M practices, the No Action Alternative, and the two action  
22 alternatives evaluated for improvement of the Tijuana River FCP: the EOM Alternative, and  
23 the MPM Alternative.

24

1 **Table 2.3 Summary of Environmental Consequences of Alternatives for Improvement of the Tijuana River FCP**

	<b>No Action Alternative</b>	<b>Enhanced Operation and Maintenance (EOM) Alternative</b>	<b>Multipurpose Project Management (MPM) Alternative</b>
<b>Water Resources</b>			
	Current maintenance practices for the Tijuana River FCP would continue to provide current flood protection in accordance with the cooperative agreement with the U.S. Border Patrol.	Small-scale changes in extent or timing of vegetation removal which would not have any effect on the ability to control floodwaters or result in changes to hydrology or groundwater resources.	No changes to hydrology, groundwater resources or water quality would be expected as a result of additional use of best management practices for trash and sediment removal, or increased restrictions to of public access.
<b>Biological Resources</b>			
Vegetation	No changes would be made; current floodway maintenance practices would continue, including long-term lease for the sod farm to the northern side of the Tijuana River FCP area.	Small-scale changes in the extent or timing of vegetation removal would occur. Due to the surrounding regional vegetation, such areas would become non-native grassland due to seral succession.	Initiate of a program to improve watershed management for better sediment control would possibly improve vegetation communities. The portions of the watershed affected would likely become non-native grasslands.
Wildlife	Wildlife habitat under the No Action Alternative is not expected to further degrade, nor would habitat be improved.	Small-scale vegetation changes may result in changes in species composition or conversion to non-native grassland. An increase in grassland would increase raptor foraging habitat.	USIBWC participation in regional wildlife habitat conservation initiatives may improve habitat for wildlife in the vicinity of the Tijuana River FCP.
Threatened and Endangered Species	The present habitat is generally too disturbed to support T&E species, and no changes are expected relative to current conditions.	Small-scale vegetation changes may add foraging habitat for raptors and other species, some of them protected under the Migratory Bird Treaty Act.	Watershed initiatives to improve sediment control and regional wildlife habitat conservation initiatives may also improve habitat for T&E species in the project's vicinity.
Wetlands and Aquatic Ecosystems	The dry streambed does not support wetlands or aquatic ecosystems within the floodway.	Small-scale vegetation changes would not improve conditions for development of wetlands or aquatic ecosystems within the floodway.	Watershed initiatives to improve sediment control could improve aquatic ecosystems downstream from the Tijuana River FCP.
Unique or Sensitive areas	No changes would be made to the vegetation communities in the project area.	Small scale vegetation changes are not likely to improve significantly grassland areas.	Regional wildlife habitat conservation initiatives may also improve sensitive areas such as non-native grasslands in the project vicinity.

<b>Land Use</b>			
Residential Uses	Existing residential communities near the river corridor would not be affected.	Changes in floodway management due to levee modifications would not affect residential uses. Increased U.S. Border Patrol operations may limit some recreational uses of the floodway.	Cooperative agreements that promote watershed management and habitat conservation initiatives may change surrounding land uses. If new land uses are adopted in the region, they may affect adjacent land uses as well.
Agricultural Uses	Sod farms within the floodway would not be affected under the No Action Alternative.	Increases in agricultural use of the floodway are not anticipated.	Increases in agricultural use in the project vicinity are not anticipated.
Recreational Uses	Recreational and natural areas including the Tijuana River Valley Regional Park and neighborhood and communities parks would not be affected.	Greater restrictions to public use/access of the floodway may limit recreational opportunities.	Greater restrictions to public use/access of the floodway may limit recreational opportunities, while cooperative agreements may promote recreational opportunities in the project vicinity.
Other Uses	Other land uses in the project vicinity, such as sand and gravel extractive operations and U.S. Military lands, would not be affected.	Similar to the No Action Alternative, other land uses in the project vicinity, would not be affected.	Similar to the No Action Alternative, other land uses in the project vicinity, would not be affected.
<b>Cultural Resources</b>			
Historical and Archeological Resources	Continued operation of the Tijuana River FCP would not have adverse effects on historical or archaeological resources.	Small-scale changes in floodway management would not have adverse effects on historical or archaeological resources. Additional levee improvement measures, not currently anticipated, could affect archaeological resources.	No adverse effects are anticipated within the flood control project area; cooperative projects, depending on extent or location, could have impacts on historical or archaeological resources.
<b>Socioeconomic Resources</b>			
Regional Economics and Social Issues	No impacts are expected by the continued Tijuana River FCP operation on anticipated population increases and other socioeconomic issues in San Diego Country.	Changes in floodway management would have no impact on anticipated population increases and other socioeconomic issues in San Diego Country.	No impact on anticipated population increases and other socioeconomic from floodway management; participation in cooperative initiatives could improve urban land use and create recreational opportunities.
Environmental Justice	Flood control would continue protection to the entire project vicinity. Disproportionately high and adverse human health and environmental effects on minority and low-income populations would not be expected.	Floodway management changes in the Tijuana River FCP would not affect adjacent urban areas, including minority and low-income populations.	Participation in cooperative initiatives could improve urban land use and recreational opportunities for resident in the project vicinity, including minority and low-income populations.

<b>Environmental Health</b>			
Air Quality	No increases in air pollutant emissions are anticipated from continued USIBWC operation and maintenance activities.	Potential beneficial or adverse changes in releases of particulate matter. Increased emissions of other pollutants from operations would not be anticipated. Best management practices for trash and sediment removal from the channel would improve air quality.	Cooperative agreements for environmental improvements or recreational opportunities would likely maintain or improve air quality in the project vicinity. Changes would be insignificant at a regional level.
Noise	Continuation of existing operations would not result in any changes in the noise environment. Noise level of equipment in operation for maintenance activities would not be expected to exceed the City of San Diego noise standard at any sensitive receptors in the project area.	Similar to the No Action Alternative, modified maintenance operations would not be expected to exceed the City of San Diego noise standard at any sensitive receptors in the project area.	Similar to the No Action Alternative, modified maintenance operations would not be expected to exceed the City of San Diego noise standard at any sensitive receptors in the project area.
Public Health and Environmental Hazards	Continued operation of the Tijuana River FCP would continue to comply with applicable health and environmental compliance requirements.	As in the No Action Alternative, changes in floodway maintenance would continue to follow applicable health and environmental compliance requirements.	Cooperative agreements for environmental improvements or recreational opportunities would follow applicable health and environmental compliance requirements.
<b>Cumulative Impacts</b>			
Natural Resources Management Areas	No cumulative impacts are anticipated from continued USIBWC operation and maintenance activities	Changes in vegetation management could incorporate limited wildlife habitat in the downstream reach of the flood control project	Cooperative agreements would support additional local environmental improvements outside the flood control project area.
Water Quality and Sediment Control Projects	No cumulative impacts are anticipated from continued USIBWC operation and maintenance activities	Increased sediment removal from the river channel and disposal outside the floodway would represent a minor addition to sediment control in Tijuana River tributary canyons located along the international border. Stormwater quality would not improve as a result of improvements in flood control.	Cooperative agreements for erosion control in Tijuana River tributary canyons would reduce sediment load reaching the Tijuana River estuary. Stormwater quality improvements would result from participation in additional binational plans for upstream control of point and non-point pollution sources.
U.S. Border Patrol Activities	No cumulative impacts are anticipated from continued USIBWC operation and maintenance activities	Expanded USBP surveillance and access control activities, as well as flood control requirements, are likely to severely restrict initiatives for additional vegetation development within the floodway.	Participation in local initiatives would support, to various degrees, development of vegetation and wildlife habitat outside the floodway.

## SECTION 3 AFFECTED ENVIRONMENT

This section describes resources in the potential area of influence of the Tijuana FCP. The sequence of resource areas presented in this section is identical to that presented in Section 4, Environmental Consequences. The baseline conditions along this corridor have been thoroughly described in the following documents that are incorporated herein by reference, as allowed by 40 CFR 1508.02.

- Environmental Impacts Report, *Trails and Habitat Enhancement Project of the Tijuana River Valley Regional Park* (County of San Diego 2006).
- Final Supplemental Environmental Impact Statement, *Clean Water Act Compliance at the South Bay International Wastewater Treatment Plant* (USIBWC 2005b).
- Environmental Baseline, Region 5, California Border (USACE 1994b) prepared for the Supplemental Programmatic Environmental Impact Statement for INS and JTF-6 Activities (USACE 2001).
- Final Environmental Statement for the Tijuana River Flood Control Project, San Diego County, California. United States Section, International Boundary and Water Commission, May 1967 (USIBWC 1976).

The data presented in these documents are on a county-level basis and by physiographic province. These discussions summarize detailed descriptions provided in the documents mentioned above. Descriptions of the affected environment are presented for the following resource areas:

- Water resources;
- Biological resources;
- Land use;
- Cultural resources;
- Socioeconomic resources and transportation; and
- Environmental health.

### 3.1 WATER RESOURCES

#### 3.1.1 Flood Control

Flood conditions in the Tijuana River FCP have been summarized by the USIBWC (2005a) and USACE (1994b). Flood peaks on the Tijuana River show extreme annual variability. Peak flow events were estimated for the period between 1884 and 1937 by the USACE, and peak flow events were measured between 1937 and 1984. During these periods, the highest estimated historical flow occurred in 1916, with an estimated peak flow of 75,000 cubic feet per second (cfs). An event of this magnitude is expected to have approximately a 1 percent chance of occurring in any given year. During the floods of 1993, an

1 equivalent flow of 33,000 cfs was recorded in the Tijuana River at the United States-Mexico  
2 border.

3 In the 1970s, Mexico constructed a concrete flood control channel from the international  
4 border upstream approximately 6.5 miles to the confluence with the Alamar River. The  
5 channel was designed to convey up to 500-year flood flows of 15,000 cfs. The channel has  
6 3 feet of freeboard. The United States constructed an energy dissipater at the downstream end  
7 of the flood channel. Mexico designed and completed environmental review to extend the  
8 flood control channel upstream an additional 4 miles to below the Abelardo L. Rodriguez  
9 Reservoir. This project would control flooding for approximately 1,034 acres of the floodplain.  
10 In addition to providing additional flood protection in Mexico, the channel extension would  
11 address problems of surface and groundwater contamination.

12 During the rainy season, the Tijuana River is subject to flooding from surface water runoff.  
13 The Tijuana River is channelized for flood protection in this reach and the channel is designed  
14 for a 500-year flood.

15 The south levee of the Tijuana River in the United States has been modified to protect the  
16 SBIWTP from flood flows. Additional modifications to the floodplain and low-flow channel  
17 are proposed by the City of San Diego for its South Bay Treatment Plant adjacent to the  
18 SBIWTP site, and Dairy Mart Road bridge crossing improvements to accommodate a 333-year  
19 flood (City of San Diego 1997).

### 20 **3.1.2 Hydrology**

21 *Tijuana River.* The Tijuana River is an ephemeral stream draining an area of about  
22 1,731 square miles, of which 470 square miles (about 30%) are in the United States and  
23 1,261 square miles (about 70%) are in Mexico. The fan-shaped drainage area is about 75 miles  
24 long and 50 miles wide.

25 The Tijuana River is formed by the confluence of Cottonwood Creek (Rio El Alamar) and  
26 Palm Creek (Rio de las Palmas), about 11 miles southeast of the City of Tijuana. The river  
27 flows northward through a 6.6-mile concrete flood control channel in the Tijuana Municipality  
28 and crosses the international boundary into California. The USACE in 1995 constructed for the  
29 USIBWC a half-mile concrete channel, 2 miles of levees, and an energy dissipater immediately  
30 downstream of the international border. After the river crosses into the United States, it  
31 continues westward for 5.3 miles and empties into the Pacific Ocean about 1.5 miles north of  
32 the boundary.

33 The Tijuana River can be characterized as a braided alluvial stream that shifts widely  
34 across the valley floor during flood stage. An alluvial floodplain forms the floor of the Tijuana  
35 River valley. North-trending ephemeral drainages from Mexico enter the valley at Canyon del  
36 Sol, Smugglers Gulch, and Goat Canyon.

37 Predominant soil along the Tijuana River belongs to the Chino and Tujunga series. Chino  
38 soil has a considerable clay content, low infiltration rates, and higher available waterholding  
39 capacity. Tujunga soil is noted for high infiltration rates and low available water-holding  
40 capacity. Flood control structures and channelization between the international border and

1 Hollister Street have diverted the river westward, away from Tujunga soil and into the finer  
2 silty loam of the Chino soil.

3 *Tijuana River Estuary.* The Tijuana River estuary is approximately 2,500 acres, is bisected  
4 by the Tijuana River into northern and southern arms, and is bounded by coastal uplands to the  
5 north and south, and the alluvial floodplain of the Tijuana River to the east. A 3-mile-long  
6 barrier beach separates the estuary from the Pacific Ocean at its western boundary. From the  
7 estuary entrance channel, tidal flows are distributed by four channels.

8 The Tijuana River basin is classified as a Mediterranean, dry summer, subtropical climate.  
9 The average annual rainfall across the watershed ranges from about 11 inches near the coast to  
10 25 inches at higher inland elevations, resulting in aquifer recharge of up to 4,500 acre feet  
11 (ac-ft) of water in the 5,000-acre alluvial aquifer.

12 *Stream Flow.* As described in detail in USIBWC 2005b, the Tijuana River is an ephemeral  
13 stream characterized by low or no flow for many months each year in the United States.  
14 Intermittent flood flows are highly variable and are dependent upon rainfall quantity and  
15 intensity across the watershed. Brief periods of very high flows, primarily during the rainy  
16 season (November through April), are often followed by low or no summer flows. During  
17 periods of groundwater overdraft, surface waters provide recharge to the aquifer in direct  
18 proportion to the available storage. When the aquifer is full or overflowing, however,  
19 groundwater seepage into the lower Tijuana River creates “gaining” stream conditions. These  
20 conditions are apparent when ponds and stream flows in the valley are maintained in the  
21 absence of surface water input from Mexico.

22 According to the U.S. Geological Survey (USGS), the average annual discharge in the  
23 Tijuana River at the international boundary from 1936 through 1981 was approximately  
24 33,000 ac-ft per year (ac-ft/yr), compared to a “median” discharge of 659 ac-ft/yr. The  
25 maximum annual discharge was recorded during the 1979 to 1980 water year when  
26 586,000 ac-ft flowed through the lower Tijuana River valley.

27 A hydraulics study to determine the low-flow characteristics of river flows was conducted  
28 (Boyle Engineering 1996). Flow rates ranging from 1.7 to 34.8 million gallons per day (mgd)  
29 have been modeled to determine the travel times from Stewart’s Drain to the Tijuana River  
30 estuary for the selected flows. The predicted travel times vary from a minimum of 4.6 hours at  
31 34.8 mgd to a maximum of 14.4 hours at 1.7 mgd.

### 32 **3.1.3 Groundwater Resources**

33 As summarized in USACE 1994b and USIBWC 2005b, groundwater in the lower Tijuana  
34 River valley occurs in three zones: (1) beneath the Nestor Terrace north of the valley, (2) in the  
35 alluvial fill underlying the Tijuana River valley, and (3) in the San Diego Formation beneath  
36 the alluvium (Dudek & Associates, Inc. 1994). Of these three zones, the Tijuana River valley  
37 alluvium has been studied and used the most.

38 The Tijuana River valley aquifer is recharged primarily by direct rainfall, subsurface  
39 inflow from adjacent areas, and intermittent flood flows (State of California 1967;  
40 USACE 1990; Rempel 1992). Surface flows in the river may also provide groundwater

1 recharge (Dudek & Associates 1994). The amount of groundwater inflow from across the  
2 international border has been estimated by various sources at 1,580 ac-ft/year (State of  
3 California 1952); 1,208 ac-ft/yr (USACE 1965); and 1,160 ac-ft/yr (USIBWC 1976). There is  
4 also potential recharge from water-bearing zones east of IH5 that has not been estimated.

5 The chief factors contributing to the reduction of groundwater in storage are agricultural  
6 pumping and evapotranspiration from phreatophytes (*i.e.*, deep-rooted plants notable for their  
7 ability to obtain water from groundwater or the overlying capillary fringe). There is the  
8 possibility of minor outflow from the basin toward the north during periods of high  
9 groundwater. The amount of groundwater discharging either directly to the ocean or to the  
10 lower reaches of the river has been estimated to be 2,090 ac-ft/yr during dry years and  
11 2,827 ac-ft/yr during wet years (Dudek & Associates 1994).

12 It is only when the amount of groundwater removed from a basin chronically exceeds  
13 natural recharge from rainfall, subsurface inflow, and intermittent flood flows that the  
14 groundwater table levels will begin to decline. The record for the lower Tijuana River valley  
15 from 1965 to 1978 shows that groundwater levels can recover from drier-than normal rainfall  
16 and less-than-normal runoff as long as groundwater extraction is reduced. This observation is  
17 supported by data collected between 1965 and 1978.

18 Depending on stream flow, accumulated rainfall, and groundwater pumping, water table  
19 elevations vary from year to year and between wet and dry seasons. Sustained high rates of  
20 groundwater extraction during the 1950s resulted in a decline in groundwater levels of 23 to  
21 30 feet or more in the Tijuana River valley. By the early 1960s, groundwater table elevations  
22 across much of the valley had fallen below sea level, resulting in the intrusion of seawater and  
23 highly saline groundwater from underlying and adjacent marine sediments into the alluvial  
24 aquifer (Rempel 1992). By 1967, seawater intrusion had affected most wells up to the United  
25 States-Mexico border. This saltwater degradation of the aquifer contributed to the declining  
26 demand for groundwater from the Tijuana River valley. As rates of natural recharge exceeded  
27 rates of consumption, the resulting annual surplus of water began to overcome years of  
28 accumulated deficits, and water levels began recovering.

29 Increased annual precipitation and runoff between 1978 and 1984, and greatly reduced  
30 groundwater pumping for irrigation since 1970 appear to have raised the groundwater levels to  
31 within 0 to 15 feet of the ground surface throughout the river floodplain (Rempel 1992).  
32 Groundwater levels at the SBIWTP site have been reported to be between 28.5 to 35 feet mean  
33 average sea level (Woodward-Clyde 1994). The mean average sea level elevation at the  
34 SBIWTP, adjacent to the Tijuana River FCP, is about 50 feet.

#### 35 **3.1.4 Water Quality**

36 During wet weather, river flows through Tijuana are degraded by sewage, affecting the  
37 water quality of the Tijuana River in the United States and its coastal waters. Various studies  
38 have been conducted to assess the water quality of the Tijuana River estuary. A study by  
39 Gersberg, *et al.* (1989) found that, despite continued inflow of sewage containing heavy metals,  
40 elevated levels of only cadmium were found in the sediments of both the Tijuana River and

1 southern estuary sites. The study also concluded that only lead was found in levels above an  
2 international standard in fish.

3 Groundwater in the Tijuana River valley is characterized by high levels of sodium chloride  
4 and total dissolved solids. These high salinity levels prevent the current use of well water for  
5 the irrigation of salt-sensitive crops cultivated within the valley. As a result of lowered  
6 groundwater levels and seawater intrusion, groundwater total dissolved solids concentrations  
7 along the coast have exceeded 27,000 milligrams per liter (mg/L) (concentration generally  
8 ranges between 1,000 and 1,500 mg/L). In the Department of Water Resources Bulletin 106-2  
9 (State of California 1967), the Tijuana River valley groundwater was rated generally inferior  
10 for domestic use because of its high sulfate and high fluoride concentrations. It was also rated  
11 generally inferior for irrigation purposes because of high electrical conductivity, high chloride  
12 levels, and high percentage of sodium in the vicinity of Spooner's Mesa. In addition to  
13 seawater intrusion problems, the poor quality of the groundwater is also attributed to sodium  
14 chloride leaking from the San Diego Formation, irrigation return, and groundwater movement  
15 from beyond the international boundary (USEPA 1988).

## 16 **3.2 BIOLOGICAL RESOURCES**

17 Biological resources along the project corridor have been described in Final Supplemental  
18 Environmental Impact Statement, Clean Water Act Compliance at the South Bay International  
19 Wastewater Treatment Plant (USIBWC 2005b), *Trails and Habitat Enhancement Project,*  
20 *Recirculated Draft Environmental Impact Report for the Tijuana River Valley Regional Park*  
21 *(County of San Diego 2006), Biological Resources Technical Report, Tijuana River Valley*  
22 *Regional Park Trails and Habitat Enhancement Project (County of San Diego 2005), and*  
23 *Multiple Species Conservation Program, City of San Diego MSCP Subarea Plan (City of San*  
24 *Diego 1997).* Information from these documents is incorporated by reference.

### 25 **3.2.1 Vegetation**

26 The County of San Diego (2005) describes vegetation in the general Tijuana River FCP  
27 area. The vegetation historically probably included riparian communities and coastal sage  
28 scrub/chaparral communities. The cottonwood-willow riparian communities contain Fremont  
29 cottonwood, Gooding's black willow, and arroyo willow. The understory of the riparian forest  
30 is typically composed of shrubby arroyo willows and mule fat. Invasive species such as giant  
31 reed and tamarisk also occur along the margins of the riparian forest. Coastal Sage  
32 Scrub/Chaparral communities typically include such species as coastal sagebrush, California  
33 buckwheat, laurel sumac, and white sage (County of San Diego 2005).

34 The Tijuana River FCP is 2.3 miles long, and has been impacted by urban development  
35 and agricultural practices. The low-flow channel is normally dry as dry-weather flows are  
36 currently intercepted at the border for treatment at the USIBWC-operated SBIWTP. Therefore,  
37 the riparian and coastal sage scrub communities are generally degraded, and support only  
38 limited native vegetation. Most of the northern portion of the floodway is leased for sod-  
39 farming, and native plant communities have been eliminated. Most of the southern portion of  
40 the floodway can be considered disturbed non-native grassland or ruderal/disturbed vegetation.  
41 The non-native grasslands are dominated by wild oat, ripgut brome, rye-grasses and fescues

1 (County of San Diego 2005). In areas where the non-native grasslands are disturbed, they can  
2 become infested with the non-native Russian thistle, to the exclusion of grasses. The  
3 ruderal/disturbed areas often do not support many species, contain bare ground, and are  
4 dominated by weedy species including Russian thistle, mustards, and garland chrysanthemum.

### 5 **3.2.2 Wildlife**

6 A number of wildlife species are present in the region. Mammals in the region include  
7 species typical of fields and lowlands, including several species of mice, California ground  
8 squirrel, and rabbits. These species provide food resources for a number of raptor species  
9 (USEPA 2006). In addition, other small mammals may include striped skunks, long-tailed  
10 weasels, raccoon, and the locally rare San Diego black-tailed jackrabbit. Larger mammals may  
11 include coyotes, American badger, mountain lions, and southern mule deer (City of San  
12 Diego 1997; County of San Diego 2005).

13 In addition to mammals, the Tijuana River Valley Regional Park and the Tijuana River  
14 National Estuarine Research Reserve, downstream of the Tijuana River FCP, contains a  
15 number of reptiles and amphibians (County of San Diego 2005; USFWS 1999). The Tijuana  
16 River Valley Regional Park amphibian fauna include non-native bullfrogs and African clawed  
17 frogs, and native species such as California tree frogs and Pacific chorus frogs (County of San  
18 Diego 2005). The reptiles of the Regional Park include species that use rodent burrows in non-  
19 native grasslands for cover and within riparian areas. The species documented in the Regional  
20 Park include coastal whiptail lizards, side-blotched lizards, and western fence lizards in drier  
21 habitats, as well as gopher snakes, glossy snakes, southern Pacific rattlesnakes, and other  
22 snakes in lower abundance (County of San Diego 2005). A California species of special  
23 concern, the orange-throated whiptail, and a federal species of special concern, the silvery  
24 legless lizard, were also documented in the Regional Park. Within the Tijuana River National  
25 Estuarine Research Reserve, further downstream of the Regional Park, at least four species of  
26 frogs, six species of lizards, and three species of snakes have been documented. In addition to  
27 the species listed above, two additional California species of special concern, the San Diego  
28 horned lizard and the Coronado skink, were documented in the Estuary Reserve  
29 (USFWS 1999).

30 Bird species are well represented in the Tijuana Regional Park and the Tijuana Estuary  
31 Reserve. Within the Regional Park, there is a large diversity of nesting and foraging habitat.  
32 The agricultural and uplands areas of the Regional Park provide habitat for wintering and  
33 breeding raptors, and several species that are typically residents of coastal sage scrub habitat,  
34 including peregrine falcons, California species of special concern Cooper's hawk, northern  
35 harriers, white tailed kites, prairie falcons, and sharp shinned hawks (County of San  
36 Diego 2005). Ponds and associated riparian wetlands provide habitat for rails, waterfowl and  
37 shorebirds (County of San Diego 2005). Within the Regional Park, immediately downstream  
38 of the Tijuana FCP, there is riparian habitat suitable for the federally listed Least Bell's vireo,  
39 and populations are established and increasing in number. Other sensitive species known to  
40 have large populations in the Regional Park include the yellow warbler, the yellow-breasted  
41 chat, Swainson's thrush, the downy woodpecker, and American bittern (County of San  
42 Diego 2005). Within the Estuary Reserve, as many as 370 species have been documented  
43 (USFWS 1999).

### 3.2.3 Threatened and Endangered species

Within the Tijuana River Valley, there are several species listed as federally threatened or endangered, and several additional species listed as threatened or endangered by the State of California (NatureServe 2006). The project area is within San Diego County. Within San Diego County, there are several federal and state listed T&E species, as follows:

- four species of invertebrates;
- four species of fish;
- two species of amphibians;
- one species of reptile;
- seven species of birds;
- three species of mammals, and
- 20 species of plants.

The presence of T&E species has been reported for the Tijuana River FCP vicinity, and T&E and sensitive species are known to occur in the Regional Park immediately downstream of the Tijuana River FCP, but have not been documented within the floodway. The evaluation of the Trails and Habitat Enhancement Project of the Tijuana River Valley Regional Park provides detailed information about the T&E species found in the Tijuana River FCP vicinity (County of San Diego 2006).

### 3.2.4 Aquatic Ecosystems

The Tijuana River is an ephemeral stream draining an area of about 1,731 square miles, of which 470 square miles (about 30%) are in the United States and 1,261 square miles (about 70%) are in Mexico.

The Tijuana River is formed by the confluence of Cottonwood Creek (Rio El Alamar) and the Rio de las Palmas about 11 miles southeast of the City of Tijuana. The river flows northward through a 6.6-mile concrete flood control channel in the Tijuana Municipality and crosses the international boundary into California. The USACE in 1995 constructed for the Tijuana River FCP by building a half-mile concrete channel, 2 miles of levees, and an energy dissipater immediately downstream of the international border. After the river crosses into the United States, it continues westward for 5.3 miles and empties into the Pacific Ocean about 1.5 miles north of the boundary (USIBWC 2005b).

The Tijuana River can be characterized as a braided alluvial stream that shifts widely across the valley floor during flood stage. An alluvial floodplain forms the floor of the Tijuana River valley. North-trending ephemeral drainages from Mexico enter the valley at Canyon del Sol, Smugglers Gulch, and Goat Canyon.

Downstream of the Tijuana River FCP, the Tijuana River receives water from canyons lining the river, and maintains baseflow through much of the year. The river flows to the Pacific Ocean, where it feeds the Tijuana River Estuary. The Tijuana River estuary is approximately 2,500 acres, is bisected by the Tijuana River into northern and southern arms, and is bounded by coastal uplands to the north and south, and the alluvial floodplain of the

1 Tijuana River to the east. A 3-mile-long barrier beach separates the estuary from the Pacific  
2 Ocean at its western boundary. From the estuary entrance channel, tidal flows are distributed by  
3 four channels.

4 The Tijuana River basin is classified as a Mediterranean, dry summer, subtropical climate.  
5 The average annual rainfall across the watershed ranges from about 11 inches near the coast to  
6 25 inches at higher inland elevations, resulting in aquifer recharge of up to 4,500 ac-ft of water  
7 in the 5,000-acre alluvial aquifer.

8 Freshwater aquatic fisheries are apparently very limited in the area, and have not been well  
9 described. There are several reasons that freshwater fish may be limited in the Tijuana River,  
10 including a discontinuity between the Tijuana River and other coastal streams of southern  
11 California has prevented movement of freshwater fish between the systems. In addition, the  
12 long standing aridity of the region has prevented the coastwise dispersal of fish via estuaries  
13 (Follett 1960).

14 Marine aquatic resources in the area include the Tijuana estuary. The estuary supports a  
15 diverse population of fish (USFWS 1999). The fish species in the estuary have been dominated  
16 by topsmelt, longjaw, mudsucker, arrow goby, and California killifish. Adult striped mullet are  
17 also common in the estuary. The tidal channels of the estuary provide nursery habitat for  
18 several recreational fish, including the diamond turbot and California halibut, and eggs of  
19 marine species have been reported in the tidal channels as well (USFWS 1999).

### 20 **3.2.5 Unique or Sensitive Areas**

21 Non-native grasslands, both disturbed and undisturbed, may be considered a sensitive  
22 biological resource because it provides foraging habitat for raptors, including such species as  
23 northern harrier, red-tailed hawk, and red-shouldered hawks, and a white-tailed kite has been  
24 observed in the general area of the project. Quino checkerspot butterfly may also potentially  
25 occur on non-native grasslands. This species is federally listed in the United States as  
26 endangered. The principal larval host plant of this species in the San Diego region is dot-seed  
27 plantain. Potential habitat for Quino checkerspot in the region includes vegetation  
28 communities with relatively open areas that typically include patches of dot-seed plantain,  
29 owl's clover, and nectaring plants. These habitats include vernal pools, lake margins, non-  
30 native grassland, perennial grassland, disturbed habitat, disturbed wetlands, and open areas  
31 within shrub communities. While some of these habitats occur within the study area, they are  
32 probably too disturbed to support this species (USIBWC 2005b).

### 33 **3.2.6 Wetlands**

34 All wetland areas are considered sensitive, as are wetland buffer areas. The USACE  
35 regulates the discharge of dredged or fill material into waters of the United States (wetlands  
36 and non-wetlands jurisdictional waters) according to Section 404 of the Clean Water Act. The  
37 California Department of Fish and Game regulates all changes to the natural flow or bed,  
38 channel, or bank of any river, stream, or lake that supports fish or wildlife.

1 While the Tijuana River runs through the Tijuana River FCP, no jurisdictional waters or  
2 wetlands are present due to the lack of a baseline flow. As baseline flow increases downstream  
3 of the project area, wetlands are associated with ponded areas, primarily along a portion of the  
4 northern side-channel of the Tijuana River, in the Tijuana River Valley Regional Park (County  
5 of San Diego 2005). The mouth of the Tijuana River, downstream of the project area, supports  
6 diverse wetland habitat.

### 7 **3.3 LAND USE**

8 This section characterizes land uses in the immediate and general vicinity Tijuana River  
9 FCP. This section includes a description of the existing public and private land uses in this  
10 portion of the Tijuana River Valley area of the United States, as well as a general discussion of  
11 land uses in Tijuana, Baja Mexico.

#### 12 **3.3.1 Residential Uses and Population**

13 The municipality of Tijuana, Baja Mexico, is located south of the proposed levee  
14 improvements, and has fully-developed neighborhoods directly adjacent to the south levee area.  
15 To the north and east of the levees is the community of San Ysidro, in San Diego County,  
16 California. Immediately adjacent to the north levee is a single-family residential neighborhood  
17 and an indoor shopping mall (Google Earth 2006-2007). To the west of the project is Tijuana  
18 River Valley Regional Park (USIBWC 2005b).

19 In addition to the residential neighborhood immediately northeast of the project, the project  
20 area is transitioning from rural to suburban with a growing number of single-family  
21 neighborhoods and older private ranches (Google Earth 2006-2007). According to the  
22 2000 U.S. Census Bureau, the population within an approximate 3.5 mile radius of the project  
23 location is 101,730 on the U.S. side of the border. Most of these residents live north of the  
24 project location, nearer to the densely populated metropolitan centers of the City of San Diego  
25 and San Diego County.

26 The San Diego Association of Governments (SANDAG) performed an in-depth analysis in  
27 2004 of the Tijuana River Valley Community Planning Area, which includes the floodway area  
28 bounded by the two levees and extends east. For the SANDAG Planning Area, 2004  
29 population estimates were only 62 persons. Population growth is expected to be minimal and  
30 reach 63 by 2030. An estimated 19 housing units are within the Planning Area, with an  
31 average of 3.3 persons per household. This area represents a much more rural residential  
32 character than the suburban areas to the north (USIBWC 2005b).

#### 33 **3.3.2 Agricultural Use**

34 While the majority of the region has become urbanized, some areas to the west and east of  
35 the project site are still used for agriculture. Row cropping, organic sprouts production, and  
36 horse breeding and boarding are documented agricultural uses in this area (USIBWC 2005b).  
37 the Tijuana River FCP floodway includes leased areas for sod farming.

### 3.3.3 Recreational Use

Major recreational and natural areas near the Tijuana River FCP include the Tijuana River Valley Regional Park. Several smaller neighborhood and community parks are also located in the project area. The Tijuana River Valley Regional Park consists of approximately 1,800 acres, of which 1,638 acres are owned by the County of San Diego. Other land uses in the park are under the jurisdiction of the City of San Diego and the California Department of Fish and Game. The park is generally bounded on the east by Dairy Mart Road, the Tijuana River Estuary on the west, the United States/Mexico international border on the south and Sunset Avenue and the residential community to the north. The park includes a mixture of recreational uses, agriculture and native habitats (USIBWC 2005b).

Several neighborhood and community parks are located in the general vicinity of the project area. An unnamed neighborhood park is located in the residential subdivision that is adjacent to the north levee, and the San Ysidro Athletic Area is approximately one-quarter mile north of the east end of the project area. Other parks within 2 miles of the Tijuana River FCP include the San Ysidro Community Area, Vista Terrace Park, Howard Lane Park, Berry Park, Nestor Park and several unnamed neighborhood parks (Google Earth 2006-2007).

### 3.3.4 Other Significant Land Uses in the Project Vicinity

Another land use in the region is sand and gravel extractive operations. Sand mining had been ongoing in the Tijuana River until flooding occurred in 1993. The Border Highlands area, south of Monument Road and east of Border Field State Park, was one area of extractive operations. In compliance with the Surface Mining and Reclamation Act of 1975, the deposits have been mapped as Mineral Resource Zone Category 2. These zones represents areas where significant mineral aggregate deposits are present, or where a high likelihood for their presence exists (USIBWC 2005b).

United States military land uses are also located in the area. Navy Outlying Field-Imperial Beach is a U.S. Navy helicopter air station located on 1,100 acres adjacent to Imperial Beach and the estuary. The field is the only exclusive-use naval helicopter airfield on the west coast. Navy Outlying Field-Imperial Beach IB serves as a practice field for Pacific Fleet helicopters and is utilized by 11 squadrons of combat and patrol helicopters (USIBWC 2005b).

The international border between the United States and Mexico is adjacent to the southern levee of the project. A steel border fence has been constructed along the southern boundary of the United States from the ocean to the International Crossing at San Ysidro and eastward. On the United States side, west of the San Ysidro crossing, the area north of the fence is cleared of vegetation and night lighting stanchions have been installed. The USBP is responsible for the interdiction of smuggling, drug traffic and persons attempting to enter the United States illegally. U.S. Border Patrol agents from the Imperial Beach station continuously monitor entry across the fenced areas and activity in the river valley by vehicle and aerial patrols (USIBWC 2005b).

An additional two sections of fence have been constructed at the border, extending approximately 100 feet north of the old fence. The SBIWTP, which is west of Tijuana River

1 FCP, has a perimeter screen of narrowly spaced pillars that provide security and restrict access  
2 to the plant (USIBWC 2005b).

### 3 **3.3.5 Planned Land Uses in the Project Area**

4 The Tijuana River Valley Community Planning Area that was mentioned above is within  
5 the Coastal Zone. The Coastal Zone Management Program for the area is governed by the  
6 California Coastal Act Policies and Plan, Local Coastal Program, and Tijuana River National  
7 Estuarine Sanctuary Management Plan. The California Coastal Plan identifies the coastal area  
8 of the Tijuana River valley as Subregion 12 of the San Diego Coast Region. The Tijuana River  
9 Valley Plan and Local Coastal Program Addendum address the major portion of the Tijuana  
10 River valley and provide land use policies and goals for portions of the area within the City of  
11 San Diego and coastal zone (USIBWC 2005b).

12 The City of San Diego and other regional jurisdictions, in cooperation with the United  
13 States Fish and Wildlife Service and the California Department of Fish and Game, have  
14 prepared an overall *Multi-Species Conservation Plan* to implement the requirements of the  
15 California Natural Communities Conservation Planning Act of 1992 and Section 10a of the  
16 Endangered Species Act. The MSCP includes locally specific Subarea Plans for each covered  
17 jurisdiction. The Subarea Plan for the City of San Diego identifies the Tijuana River valley and  
18 estuary as a preserve area (USIBWC 2005b).

19 San Diego County Department of Parks and Recreation has developed the *Tijuana River*  
20 *Valley Regional Park*, which includes a mixture of recreational activities, sustainable  
21 agriculture and native habitats. The park is immediately west of the project area. Development  
22 of the park is governed by the County's Management Framework, which contains the  
23 conceptual framework for design and management of the park. The primary goal of the  
24 Tijuana River Valley Regional Park is agricultural and wildlife preservation. Its location  
25 provides protection for that portion of the river system, which lies within the jurisdiction of the  
26 United States. The County is implementing a Trails and Habitat Enhancement project within  
27 the Tijuana River Valley Regional Park. This project would include a network of trails to  
28 facilitate recreational access and allow for the rehabilitation of degraded and natural habitat  
29 within the regional park (County of San Diego 2006).

## 30 **3.4 CULTURAL RESOURCES**

31 In the Tijuana River FCP, previous cultural resources surveys have been carried out, as  
32 summarized by the cultural resources report prepared for the USIBWC in support of the PEIS  
33 preparation (GeoMarine 2005).

34 Cultural resources in the Tijuana River FCP are defined as historic properties that are  
35 archeological sites or historic structures. One archeological site also contains historic  
36 structures. Archeological sites in the project area range in date from the Late Prehistoric to the  
37 Historic period (A.D. 500/800 to 1539; Geo-Marine 2005). Historic structures are defined as  
38 those constructed 50 or more years ago. For these cultural resource types, the project area  
39 encompasses all areas that could be directly affected by the project, or areas where a change  
40 could result in indirect effects to cultural resources.

1 The following description of the affected environment is based primarily on cultural  
2 resources data for the Tijuana River FCP prepared in support of the PEIS (GeoMarine 2005).  
3 The results of the study, which identified cultural resources within one-half mile from the  
4 Tijuana River FCP, found 20 cultural properties or historic districts. All of these cultural  
5 resources are located in San Diego County. Sixteen of the 20 sites are prehistoric, three are  
6 historic (including historic archeological sites and standing structures; one archeological site  
7 also contains standing structures), and one site is multicomponent (prehistoric and historic). Of  
8 those sites identified, the eligibility status for listing in the National Register of Historic Places  
9 or as historic districts is unknown (GeoMarine 2005).

10 Within the Tijuana River FCP, there is one cultural resource containing historic structures.  
11 These standing structures are within a known archeological site (GeoMarine 2005).

12 Within the Tijuana River FCP, 95 percent of the previously recorded temporal components  
13 are within the floodplain, 85 percent are within the prehistoric floodplain, 15 percent are within  
14 the prehistoric terrace/fan, 50 percent are within the historic floodplain, and 50 percent are  
15 within the historic terrace/fan (GeoMarine 2005).

## 16 **3.5 SOCIOECONOMIC RESOURCES AND TRANSPORTATION**

17 Socioeconomics is defined as the basic attributes and resources associated with the human  
18 environment, particularly population and economic activity. Economic activity typically  
19 encompasses employment, personal income, and industrial growth. Depending on local  
20 economic and demographic characteristics, the proposed action at the Tijuana River FCP could  
21 potentially have some influence on socioeconomic activity within the surrounding region of  
22 influence.

### 23 **3.5.1 Regional Economics**

24 For the purposes of this PEIS, regional economics includes population,  
25 employment/income, and housing.

#### 26 ***Population***

27 The Tijuana River FCP is located within San Diego County. San Diego County consists of  
28 numerous cities and communities. The closest cities/communities that may be affected by  
29 flood control management alternatives being considered for the Tijuana River FCP is the  
30 community of San Ysidro and the city of Imperial Beach.

31 Table 3.1 presents population characteristics, including populations in 2000, as well as  
32 projected populations for 2005, 2006, and 2030 and the percent change for these statistical  
33 areas. As shown in Table 3.1, the total county population is projected to increase 37 percent  
34 from 2000 to 2030. Imperial Beach and San Ysidro expect similar increases of 34 and  
35 27 percent, respectively.

**Table 3.1**  
**Population Growth in San Diego County and Relevant Communities**  
**Adjacent to the Tijuana River FCP**

Jurisdiction	2000	2005	2030	Percent Change 2000-2030
San Diego County	2,813,800 <sup>1</sup>	3,039,277 <sup>2</sup>	3,855,100 <sup>1</sup>	37% <sup>1</sup>
Imperial Beach (zip codes 91923, 91933)	26,992 <sup>3</sup>	27,604 <sup>2</sup>	36,125 <sup>3</sup>	34% <sup>3</sup>
San Ysidro (zip code 92173)	28,346 <sup>4</sup>	None available	36,240 <sup>1</sup>	27%

<sup>1</sup> SANDAG 2006b

<sup>2</sup> State of California Department of Finance 2006

<sup>3</sup> SANDAG 2007a and b

<sup>4</sup> SANDAG 2006a

**Employment and Income**

The economy of the San Diego region is based primarily on the service, retail trade, government, and manufacturing sectors of the economy. The estimated total employment for San Diego County, and relevant communities is shown in Table 3.2. The estimated total employment for the county is expected to increase 14.8 percent from 2000 to 2010.

**Table 3.2**  
**Estimated Total Employment for San Diego County and Relevant Communities**  
**Adjacent to the Tijuana River FCP**

	2000	2010	Percent Change 2000-2010
San Diego County	1,384,673 <sup>1</sup>	1,590,206 <sup>1</sup>	14.8%
Imperial Beach	3,731 <sup>2</sup>	4,021 <sup>2</sup>	7.8%
San Ysidro	8,918 <sup>1</sup>	11,369 <sup>3</sup>	2.7%

<sup>1</sup> U.S. Census Bureau 2004a

<sup>2</sup> SANDAG 2007c

<sup>3</sup> SANDAG 2006b

Median household income for San Diego County (reported in 1999 dollars) was \$47,067 (U.S. Census Bureau 2004a). Median family income (reported in 1999 dollars) was \$53,438. Per capita income was \$22,926 (reported in 1999 dollars).

Approximately 4 percent of the total county households surveyed were reported to be on public assistance income (35,533 of 995,492 households). In addition, approximately 9 percent of all families (59,221 of 669,102 families) were reported to be below the poverty level in the 2000 Census (U.S. Census Bureau 2004b).

1 **Housing**

2 According to the 2000 U.S. Census, the housing stock in San Diego County was  
 3 1,040,149. The largest portion of the housing stock in 2000 was comprised of single-family  
 4 units (60%). Multifamily units accounted for 35 percent of the housing stock in the county. As  
 5 shown in Table 3.3, the number of housing units for the county increased 12 percent from 2000  
 6 to 2010.

7 **Table 3.3**  
 8 **Estimated Total Housing Units for San Diego County and**  
 9 **Relevant Communities Adjacent to the Tijuana River FCP**

	2000	2010	Percent Change 2000-2010
San Diego County	1,040,149 <sup>1</sup>	1,161,259 <sup>1</sup>	12%
Imperial Beach	9,739 <sup>2</sup>	9,830 <sup>2</sup>	1%
San Ysidro	7,584 <sup>1</sup>	7,665 <sup>3</sup>	1%

10 <sup>1</sup> U.S. Census Bureau 2004a

11 <sup>2</sup> SANDAG, 2007a and c

12 <sup>3</sup> SANDAG 2006b

13 **3.5.2 Environmental Justice**

14 Executive Order (E.O.) 12898, *Federal Actions to Address Environmental Justice in*  
 15 *Minority Populations and Low-Income Populations*, encourages federal facilities to achieve  
 16 “environmental justice” by identifying and addressing, as appropriate, disproportionately high  
 17 and adverse human health or environmental effects of its programs, policies, and activities on  
 18 minority and low-income populations. Accompanying E.O. 12898 was a Presidential  
 19 transmittal memorandum that referenced existing federal statutes and regulations to be used in  
 20 conjunction with E.O. 12898. One of the items in this memorandum was the use of the policies  
 21 and procedures of NEPA, specifically that, “Each Federal agency shall analyze the  
 22 environmental effects, including human health, economic, and social effects, of Federal actions,  
 23 including effects on minority communities and low-income communities, when such analysis is  
 24 required by the NEPA 42 USC, Section 4321, *et seq.*” In this subsection, relevant data  
 25 regarding environmental justice are presented, along with an analysis of census tracts that  
 26 would be affected by flood control management alternatives being considered by the USIBWC  
 27 for the Tijuana River FCP in San Diego County, California.

28 **Demographic Data.** An analysis of demographic data was conducted to derive  
 29 information on the approximate locations of low-income and minority populations in the  
 30 community of concern. In developing statistics for the 2000 Census of Population and  
 31 Housing, the U.S. Department of Commerce, Bureau of the Census, identified small  
 32 subdivisions used to group statistical census data. In metropolitan areas, these subdivisions are  
 33 known as census tracts.

1 Since the analysis considers disproportionate impacts, two areas must be defined to  
2 facilitate comparison between the area actually affected and a larger regional area that serves as  
3 a basis for comparison and includes the area actually affected. The larger regional area is  
4 defined as the smallest political unit that includes the affected area and is called the community  
5 of comparison. For purposes of this analysis, the community of comparison is San Diego  
6 County.

7 Three U.S. census tracts (100.09, 101.09 and 102) were identified in the potential region of  
8 influence for the Tijuana River FCP. To determine whether an individual census tract contains  
9 a disproportionately high low-income or minority population, data for each tract were  
10 compared to data for the community of concern.

11 **Minority Populations.** The percentage of the population represented by minorities and the  
12 poverty rate for each of the selected census tracts in the project area are shown on Table 3.4.

13 Census tracts 101.09 and 100.09 have a disproportionately high minority population,  
14 exceeding 50 percent. Census Tract 102 does not have a disproportionately high minority  
15 population. The average minority population of the three census tracts is 36.3 percent. The  
16 minority population in the region of comparison is 42.2 percent. Minority populations of  
17 Hispanic nationality dominate in the potential region of influence with an average of  
18 34.3 percent. The population of Hispanic persons in Census Tract 100.09 is exceptionally high  
19 at 56.7 percent.

20 **Table 3.4 Percentage of Minority Populations and Poverty Rates in the Project**  
21 **Area**

	California	San Diego County	Census Tract			Average
			100.09	101.09	102	
White <sup>a</sup>	46.7	55.0	4.6	11.8	59.0	11.8
Hispanic or Latino (of any race)	32.4	26.7	86.7	56.7	27.1	34.3
Black	6.7	5.7	3.8	5.3	5.1	24.6
Asian <sup>b</sup>	10.9	8.9	3.9	23.0	3.9	28.3
American Indian <sup>c</sup>	1.0	0.9	0.8	0.5	1.4	9.6
Total Minority	51.0	42.2	95.2	85.5	37.5	36.3
Poverty <sup>d</sup>	14.2	12.4	31.6	5.4	21.9	30.5

Source: U.S. Census Bureau 2004a  
<sup>a</sup> White persons, not of Hispanic or Latino origin  
<sup>b</sup> Asian includes Pacific Islander and Non-Native Hawaiian  
<sup>c</sup> American Indian includes Alaska Native persons  
<sup>d</sup> Poverty rates reflect persons living below the poverty level (1999)

22 **Poverty Rates.** The U.S. Census Bureau poverty assessment weighs income before taxes  
23 and excludes capital gains and non-cash benefits (such as public housing, Medicaid, and food  
24 stamps). Poverty rates indicate low-income populations are relatively high in census tracts  
25 100.09, 101.09, and 102 (U.S. Census Bureau 2004a). The average low-income population is  
26 19.6 percent for the region of influence. The percentage of persons living below the poverty  
27 level in the region of influence is greater than the 12.4 percent in the region of comparison.

1 The project area exhibits a disproportionately high population of persons with low income in  
 2 relation to the community of comparison and region.

3 **3.5.3 Transportation**

4 The primary public roads in the project area are Dairy Mart Road, Camino de la Plaza, and  
 5 Monument Road. Maintenance roads alongside the north and south levee are used by the  
 6 USIBWC and the U.S. Customs and Border Protection. Dairy Mart Road is a two-lane  
 7 collector road that has a maximum Level of Service (LOS) C capacity of 5,000 average daily  
 8 traffic volume. For the Dairy Mart Road this volume is 1,500 vehicles per day (County of San  
 9 Diego 2005). Average weekday traffic volumes recorded in 2005 (SANDAG 2007d) are  
 10 shown on Table 3.5.

11 **Table 3.5 Average Weekday Traffic Volumes for Roads**  
 12 **in the Project Area (2005)**

Primary Street	First Cross Street	Second Cross Street	Average Weekday Traffic Volume (2005)
Dairy Mart Road	Interstate 5	Servando Avenue	4,400 (northbound)
	Servando Avenue	Monument Road	12,600
Camino de la Plaza	Willow Road	Interstate 5 Southbound Ramp/Camiones Way	17,400 (northbound)
Monument Road	Hollister Street	Dairy Mart Road	700 (northbound)

13 Source: SANDAG 2007d

14 **3.6 ENVIRONMENTAL HEALTH**

15 **3.6.1 Air Quality**

16 The Clean Air Act, Title 42, Section 7407 of the U.S. Code, states that Air Quality Control  
 17 Regions (AQCR) shall be designated in interstate and major intrastate areas as deemed  
 18 necessary or appropriate by a federal administrator for attainment and maintenance of  
 19 concentration-based standards called National Ambient Air Quality Standards (NAAQS). The  
 20 USEPA classifies the air quality within an AQCR according to whether the concentration of  
 21 criteria air pollutants in the atmosphere exceeds primary or secondary NAAQS. All areas  
 22 within each AQCR are assigned a designation of attainment, nonattainment, unclassifiable  
 23 attainment, or not designated attainment for each criteria air pollutant. An attainment  
 24 designation indicates that the air quality within an area is as good as or better than the NAAQS.  
 25 Nonattainment indicates that air quality within a specific geographical area exceeds applicable  
 26 NAAQS. Unclassifiable and not designated indicates that the air quality cannot be or has not  
 27 been classified on the basis of available information as meeting or not meeting the NAAQS and  
 28 is therefore treated as attainment. Before a nonattainment area is eligible for reclassification to  
 29 attainment status, the state must demonstrate compliance with NAAQS in the nonattainment  
 30 area for three consecutive years and demonstrate, through extensive dispersion modeling, that  
 31 attainment status can be maintained in the future even with community growth.

1 Generally, areas in violation of one or more of the NAAQS are designated nonattainment  
2 and must comply with stringent restrictions until all of the standards are met. In the case of  
3 ozone (O<sub>3</sub>), carbon monoxide (CO), and particulate matter greater than 10 micrometers in size  
4 (PM<sub>10</sub>), USEPA divides nonattainment areas into different categories, depending on the  
5 severity of the problem in each area. Each nonattainment category has a separate deadline for  
6 attainment and a different set of control requirements under the applicable State  
7 Implementation Plan.

8 The USIBWC Tijuana River FCP is located in San Diego County within the San Diego  
9 Interstate AQCR for the San Diego Air Basin (SDAB). The local agency responsible for air  
10 quality within this AQCR is the San Diego Air Pollution Control District. The California Air  
11 Resources Board is the state-level agency responsible for administration of state and Federal air  
12 quality regulations.

13 The air quality in San Diego County is considered better than national standards for Sulfur  
14 dioxide. Total suspended particulates in the east portion of San Diego County cannot be  
15 classified, and does not meet primary standards in the west portion. Carbon monoxide is in  
16 attainment within a part of the San Diego area, and is considered unclassifiable or in attainment  
17 for the remainder of the SDAB. PM<sub>10</sub> in San Diego County is considered unclassifiable.  
18 Nitrogen dioxide in the SDAB cannot be classified or better than the national standard. San  
19 Diego County is classified as serious nonattainment for ozone (1-hour standard)  
20 (USEPA 1998).

21 The emissions data for the San Diego AQCR are as follows (California Air Resources  
22 Board 2007):

- 23 • Carbon monoxide, 342,261 tons per year;
- 24 • Volatile organic compounds, 67,800 tons per year;
- 25 • Nitrogen dioxide, 69,131 tons per year;
- 26 • Sulfur oxides, 1,351 tons per year; and,
- 27 • PM<sub>10</sub>, 30,990 tons per year.

28 Existing maintenance activities by USIBWC personnel consists of routine inspections of  
29 levees and access roads. Periodic maintenance activities at the levees, channels and floodway  
30 results in the use of heavy equipment including scrapers, mowers, bulldozers and dump trucks.  
31 Use of these heavy equipment and associated vehicles is typically limited to once every three  
32 months or less and does not represent a significant source of air pollutants.

### 33 **3.6.2 Noise**

34 The characteristics of sound include parameters such as amplitude (loudness), frequency  
35 (pitch), and duration. Sound varies over an extremely large range of amplitudes. Noise is  
36 defined as sound that is undesirable because it interferes with speech and hearing, is intense  
37 enough to damage hearing, or is otherwise annoying.

38 The decibel, a logarithmic unit that accounts for the large variations in amplitude, is the  
39 accepted standard unit for describing levels of sound. Different sounds have different

1 frequency contents. Because the human ear is not equally sensitive to sound at all frequencies,  
2 a frequency-dependent adjustment (*i.e.*, A-weighted sound level in decibels, or dBA) has been  
3 devised to measure sound similar to the way the human hearing system responds. The  
4 adjustments in amplitude, established by the American National Standards Institute (1983), are  
5 applied to the frequency content of the sound.

6 The day-night average sound level (DNL) is a measure of the total community noise  
7 environment. DNL is the average dBA over a 24-hour period, with a 10 dBA adjustment added  
8 to the nighttime levels (between 10:00 p.m. and 7:00 a.m.). This adjustment is an effort to  
9 account for increased human sensitivity to nighttime noise events. DNL was endorsed by the  
10 USEPA for use by federal agencies.

11 Potential adverse effects of noise include annoyance, speech interference, and hearing loss.  
12 Noise annoyance is defined by the USEPA as any negative subjective reaction to noise by an  
13 individual or group. Typically, 15 to 25 percent of persons exposed on a long-term basis to  
14 DNL of 65 to 70 dBA would be expected to be highly annoyed by noise events, and over  
15 50 percent at DNL greater than 80 dBA (National Academy of Sciences 1977).

16 In a noisy environment, understanding speech is diminished when speech signals are  
17 masked by intruding noises. Based on a variety of studies, DNL 75 dBA indicates there is  
18 good probability for frequent speech disruption. This level produces ratings of “barely  
19 acceptable” for intelligibility of spoken material. Increasing the level of noise to 80 dBA  
20 reduces the intelligibility to zero, even if the people speak in loud voices.

21 Hearing loss is measured in dBs and refers to a permanent auditory threshold shift of an  
22 individual’s hearing. The USEPA (USEPA 1974) recommended limiting daily equivalent  
23 energy value of equivalent sound level of 70 dBA to protect against hearing impairment over a  
24 period of 40 years. Hearing loss projections must be considered conservative as the  
25 calculations are based on an average daily outdoor exposure of 16 hours.

26 It is recommended that no residential uses, such as homes, multi-family dwellings,  
27 dormitories, hotels, and mobile home parks, be located where the noise is expected to exceed a  
28 DNL of 65 dBA. Some commercial and industrial uses are considered acceptable where the  
29 noise level exceeds DNL of 65 dBA. For outdoor activities, the USEPA recommends DNL of  
30 55 dBA as the sound level below which there is no reason to suspect that the general population  
31 will be at risk from any of the impacts of noise (USEPA 1974).

32 Land use and zoning classifications surrounding the project areas provide an indication of  
33 potential noise impact. The predominant land uses in the immediate vicinity of the USIBWC  
34 flood control levees are an inactive quarry, sod farms, residential, and the Tijuana River Valley  
35 Regional Park. The Coral Gate housing area (a planned residential community) is located  
36 directly across the Street along Camino de la Plaza (approximately 15 feet) northeast of the  
37 north levee. The nearest school is Willow Elementary School, approximately 0.45 mile north  
38 of the north levee. Sensitive noise receptors in the project area include residences, educational  
39 facilities, libraries, and the Tijuana River Valley Regional Park which includes habitat for three  
40 federally listed bird species.

1 The noise environment in the project area is periodically influenced by intermittent aircraft  
2 activity originating from the Imperial Beach Naval Auxiliary Landing Field, Brown Field  
3 Municipal Airport and the Tijuana International Airport. Major regional noise sources from  
4 airfields in the surrounding area include helicopters, propeller and jet aircraft, and commercial  
5 airlines. To a lesser extent, model aircraft operations off Dairy Mart Road adjacent to the north  
6 levee also contribute to temporary increases in ambient noise.

7 Motor vehicle traffic is another source of noise near busy intersections and during morning  
8 and afternoon commute times. These noise levels are typical for moderately-sized suburban  
9 residential developments and industrial areas. Interstate Highway 5, located approximately  
10 0.2 miles north of the project area, is a major north-south transportation route in San Diego and  
11 a major access route to Mexico. Freeway noise from Interstate Highway 5 contributes to the  
12 ambient noise level northeast of the project area. The U.S. Customs and personnel use off-road  
13 vehicles and four-wheel all terrain vehicles for patrolling in locations where road access is not  
14 possible.

15 Hourly sound levels measured in August and September 2004 along Monument Road  
16 ranged from approximately 40 dBA to 61 dBA. Higher noise levels at this location and  
17 throughout the project area are the result of intermittent aircraft overflight. All terrain vehicles  
18 noise levels generally exceed 80 dBA at 25 feet depending on the activity and type of vehicle,  
19 and represent a major noise source in the project area (County of San Diego 2005).

20 Existing maintenance activities by USIBWC personnel consists of routine inspections of  
21 levees and access roads. Periodic maintenance activities at the levees, channels and floodway  
22 results in the use of heavy equipment including scrapers, mowers, bulldozers and dump trucks.  
23 Use of these heavy equipment and associated vehicles is typically limited to once every  
24 3 months or less and does not represent a significant source of noise.

### 25 **3.6.3 Public Health and Environmental Hazards**

26 This subsection addresses those aspects of existing conditions in the vicinity of the Tijuana  
27 FCP that could cause public health and environmental hazards. This subsection also describes  
28 the regulatory setting and hazardous materials.

#### 29 **Public Health**

30 A public health issue would be associated with public contact with contaminated water in  
31 the Tijuana River related to untreated sewage discharges into the Tijuana River from Mexico.  
32 This discharge would include pathogens (bacteria, viruses, and parasites), heavy metals, and  
33 organic compounds. Additionally, it is likely that floodwaters containing sewage pollutants  
34 have impacted soil within the floodplain of the river.

35 Previous investigations of physical conditions on or near the project site are summarized to  
36 determine compliance with applicable laws and regulations for protection of public health and  
37 environmental hazards (USIBWC 2005).

38 The Tijuana River is considered highly contaminated by continuing spills from the Tijuana  
39 sewer system and by drainage of sewage from large populated areas within the Tijuana

1 Municipality that are not served by any sewer system. River water was characterized as black  
2 in color, foul smelling, and indistinguishable from raw sewage at Dairy Mart Road in 1991.  
3 Although this situation has since improved, continuing sewage flows during wet weather pose  
4 environmental and health concerns, including vector-borne disease, from potential exposure to  
5 hazardous wastes (RECON 1994).

## 6 **Environmental Hazards**

7 Hazardous materials are those substances defined by the Comprehensive Environmental  
8 Response, Compensation, and Liability Act, as amended by the Superfund Amendments and  
9 Reauthorization Act and the Toxic Substances and Control Act. Hazardous wastes are defined  
10 under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery  
11 Act. In general, both hazardous substances and wastes include substances that, because of their  
12 quantity, concentration, and physical, chemical, or infectious characteristics, may present a  
13 danger to public health and/or welfare and to the environment when released or improperly  
14 managed.

15 Waste disposal activities at or near the Tijuana River Flood Control Project area were  
16 reviewed to identify areas where industrial processes occurred, solid and hazardous wastes  
17 were stored, disposed, or released; and hazardous materials or petroleum or its derivatives were  
18 stored or used. A data search on waste storage and disposal sites was conducted on  
19 January 9, 2007 using EnviroMapper for Envirofacts, an internet service provided by USEPA  
20 (USEPA 2007a). EnviroMapper combines interactive maps and aerial photography to display  
21 facility-based environmental information as filed with state agencies and reported to the  
22 USEPA. The facility types that were queried for the Tijuana River Flood Control Project area  
23 included a list of the following facility types.

- 24 • Superfund Sites: Indicates the specific facilities designated as Superfund sites by the  
25 USEPA.
- 26 • Toxic Release Sites: Indicates the specific facilities regulated by the USEPA that  
27 release toxic substances into the environment, as found in the Toxics Release Inventory  
28 database.
- 29 • Water Dischargers: Indicates USEPA regulated municipal and industrial wastewater  
30 treatment facilities discharging water into rivers, streams, lakes, and other waterways.
- 31 • Hazardous Waste Sites: Indicates Resource Conservation and Recovery Act sites  
32 and/or facilities regulated by the USEPA that handle materials designated as hazardous  
33 waste.
- 34 • Multi-Activity Sites: EnviroMapper allows you to query sites that show up on multiple  
35 databases for facility information.

36 The search extended along the Tijuana River Flood Control Project area, including the  
37 interior floodway system, up to 1 mile from the levee corridor centerline. No Superfund sites,  
38 toxic release sites, nor water dischargers were identified for the Tijuana River Flood Control  
39 Project area. Within 1 mile of the levee centerline, nine hazardous waste sites, and one multi-  
40 activity sites were identified during the query.

1       The USIBWC has spill prevention, control, and countermeasures (SPCC) and stormwater  
2 pollution prevention plans for its operations at the SBIWTP. These plans require routine  
3 inspections (using checklists included in the plan) of a range of areas, tanks, and containers at  
4 the facility (USIBWC 2006). The USIBWC does not have separate SPCC or other  
5 management plans for flood control operations.

6



1 **Water Quality**

2 All dry weather flows from the Tijuana River are currently diverted at the international  
3 border for subsequent treatment at the SBIWTP and/or the San Antonio de los Buenos  
4 Wastewater Treatment Plant in Mexico. While Tijuana River flows during dry weather  
5 conditions are currently intercepted upstream of the international boundary, stream flows  
6 during storm events are allowed to continue into the Tijuana estuary. Wet-weather flows  
7 include contaminated runoff from areas not currently served by Tijuana's wastewater collection  
8 system, overflows from an aging sewer system, and partially-treated wastewater from the City  
9 of Tecate. The No Action Alternative would not modify water quality of runoff entering the  
10 Tijuana River FCP from Mexico.

11 **4.1.2 Enhanced Operation and Maintenance Alternative**

12 The EOM Alternative would result in the continuation of floodway maintenance. Small-  
13 scale changes are possible in extent or timing of vegetation removal which would not have a  
14 significant effect on the ability to control floodwaters. No changes to hydrology or  
15 groundwater resources would be expected. Beneficial impacts to water quality would be  
16 expected as a result of the EOM Alternative. For these reasons, the impacts of the EOM  
17 Alternative to water resources would not be considered significant.

18 **4.1.3 Multipurpose Management Alternative**

19 The MPM Alternative would result in the continuation of current floodway maintenance.  
20 This alternative would result in small-scale changes in the timing and/or extent of vegetation  
21 removal, possible additional best management practices (BMPs) for trash and sediment  
22 removal from the channel, and greater restriction of public use/access of the floodway  
23 associated with increasing USBP operations. Changes to offsite wildlife habitat conservation  
24 efforts by other agencies or entities may occur as the result of USIBWC participation in multi-  
25 agency conservation initiatives. These changes to ongoing operations and maintenance at the  
26 Tijuana River flood control facilities would not be expected to result in any substantial change  
27 other than beneficial effects on wildlife and habitat conservation. The MPM Alternative may  
28 also result in improvements to watershed management for sediment control. No changes to  
29 hydrology, groundwater resources or water quality would be expected as a result of the MPM  
30 Alternative. For these reasons, the impacts of the MPM Alternative to water resources would  
31 not be considered significant.

32 **4.2 BIOLOGICAL RESOURCES**

33 Impacts on biological resources would be considered significant if the alternative  
34 diminishes habitat for plant or animal species; reduces population sizes of regionally important  
35 plant or animal species; or interfere with movement of animal species.

1 **4.2.1 No Action Alternative**

2 ***Vegetation***

3 Floodway maintenance, including mowing within 200 to 300 yards of the river on the  
4 north and south sides would continue. The levee slopes would remain primarily invasive  
5 grasses that rapidly re-grow after disturbances such as mowing. The sod farm to the northern  
6 side of the project area is under a long-term lease. Therefore, no changes would be made to the  
7 vegetation under the No Action Alternative.

8 The vegetation under the No Action Alternative would remain as primarily heavily  
9 disturbed habitat containing non-native species and bare ground. The vegetation would not be  
10 managed differently, and would not be expected to become non-native grassland through seral  
11 succession.

12 ***Wildlife***

13 The project area is limited in size, with limited habitat suitable for raptor foraging, but no  
14 changes would be made to the vegetation communities, and therefore wildlife species that  
15 utilize the area would continue to do so under the No Action Alternative. The wildlife habitat  
16 under the No Action Alternative is not expected to further degrade, nor would additional  
17 habitat through seral succession be developed.

18 ***Threatened and Endangered Species***

19 Any habitat that is considered valuable for T&E species would not be altered under the No  
20 Action Alternative. No changes would be made to change the timing of the mowing regime or  
21 other habitat improvements that would provide suitable habitat for T&E species.

22 ***Aquatic Ecosystems***

23 The Tijuana River is generally dry except during very high flows. Under the No Action  
24 Alternative, the flow regime would not be modified, and therefore the aquatic ecosystems  
25 would not be altered under the No Action Alternative.

26 ***Unique or Sensitive Areas***

27 The degraded non-native grasslands in the southern portion of the project area may provide  
28 some foraging habitat for raptors, but no changes would be made to the vegetation communities  
29 in the project area. Therefore, if foraging habitat is available, it would remain in present  
30 condition under the No Action Alternative.

31 ***Wetlands***

32 There are no jurisdictional wetlands in the project area, and therefore under the No Action  
33 Alternative, there would be no changes. The wetlands with in the Tijuana River Valley  
34 Regional Park and the wetlands at the mouth of the Tijuana River, outside the Tijuana River  
35 FCP area, would not be affected under No Action Alternative. These wetlands would continue  
36 to provide habitat for migratory and resident bird species, amphibian and reptile species.

## 4.2.2 Enhanced Operation and Maintenance Alternative

### **Vegetation**

The current floodway maintenance activities would continue under the EOM Alternative, but in very limited reaches, small-scale changes are possible in the extent or timing of vegetation removal. Depending on the scale at which the timing of vegetation removal occurs, it is possible that the vegetation communities may be improved. Along the western edge of the Tijuana River FCP, there is some riparian vegetation that may be improved through non-native vegetation removal, which would be expected to improve habitat. If vegetation removal occurs in areas adjacent to grassland areas, due to the surrounding regional vegetation, it is likely that these areas would become non-native grassland due to seral succession.

### **Wildlife**

The vegetation communities may be altered on a small scale, and therefore, improved habitat in limited areas may provide additional habitat for wildlife species on a small scale. If non-native vegetation removal in riparian areas occurs, it may improve habitat for sensitive species that are known to occur in the Tijuana River Valley Regional Park downstream of the Tijuana River FCP. If the vegetation removal adjacent to grassland areas occurs, and the area becomes non-native grassland with fewer shrub species, this may provide additional foraging habitat for raptors.

### **Threatened and Endangered Species**

The present habitat is generally too disturbed to support T&E species. However, if vegetation changes occurred in riparian areas, sensitive species such as the yellow warbler and the yellow-breasted chat and T&E species such as the Bells' least vireo may utilize the improved habitat to establish nesting and breeding territories. If vegetation removal results in more open grasslands, and the areas provide additional foraging habitat for raptors, T&E species and bird protected under the Migratory Bird Treaty act (including raptors) may also benefit.

### **Aquatic Ecosystems**

Additional BMPs proposed under the EOM Alternative would provide additional trash and sediment removal from the channel. This would indirectly benefit downstream aquatic ecosystems during high flow events.

### **Unique or Sensitive Areas**

The southern portion of the project area is composed of degraded non-native grassland. If timing of vegetation removal results in changes to the grassland area, that would improve habitat. If the species diversity in some areas of the grasslands increases to include more grasses, and fewer Russian thistle shrubs, then the sensitive habitat would be preserved. However, the vegetation changes are likely to occur only on a small scale, and the improvement to the grassland area would be limited.

1 **Wetlands**

2 There are no jurisdictional wetlands in the Tijuana River FCP. The wetlands within the  
3 Tijuana River Valley Regional Park and the wetlands present at the mouth of the Tijuana River,  
4 outside the project area, would not be impacted under the EOM alternative.

5 **4.2.3 Multipurpose Management Alternative**

6 In addition to the actions described under the EOM Alternative, the MPM alternative  
7 would include actions that are considered regional alternatives, outside the USIBWC scope.  
8 These actions would require multi-agency cooperation to achieve.

9 **Vegetation**

10 Under the MPM Alternative, it may be possible to initiate a program to improve watershed  
11 management to provide better sediment control. This initiative would likely decrease erosion,  
12 which would possibly improve vegetation communities. Based on the regional vegetation, the  
13 portions of the watershed affected would likely become non-native grasslands through seral  
14 succession. Sediment control programs would also prevent degradation of downstream  
15 communities within the Tijuana River Valley Regional Park.

16 **Wildlife**

17 If watershed initiatives to improve sediment control also improve vegetation communities,  
18 these would be available as additional habitat for wildlife species. In addition, under the MPM  
19 Alternative, increased USIBWC participation in regional wildlife habitat conservation initiative  
20 is expected. These regional initiatives include the Trails and Enhancement Project of the  
21 Tijuana River Valley Regional Park. Although the project would occur outside the Tijuana  
22 River FCP, the measures would include improving habitat for sensitive riparian species on the  
23 western edge of the project. This project could be supported by the USIBWC under a  
24 cooperating agreement.

25 **Threatened and Endangered Species**

26 Watershed initiatives to improve sediment control and regional wildlife habitat  
27 conservation initiatives may also improve habitat for T&E species, particularly the areas on the  
28 western edge of the Tijuana River FCP that may support the endangered Bell's least vireo.

29 **Fisheries and Aquatic Ecosystems**

30 Watershed initiatives to improve sediment control would improve aquatic ecosystems and  
31 may provide additional habitat for aquatic species, particularly downstream in the Tijuana  
32 River Valley Regional Park.

33 **Unique or Sensitive Areas**

34 Regional wildlife habitat conservation initiatives that improve vegetation communities  
35 may also improve sensitive areas such as riparian areas or non-native grasslands. The  
36 improved areas may support an increase in species diversity and species abundance,

1 particularly of small mammals in grasslands. An increase in species diversity or species  
2 abundance would, in turn, provide additional foraging habitat and resources for raptor species.

### 3 **Wetlands**

4 There are no jurisdictional wetlands in the project area. However, watershed initiatives to  
5 improve sediment control may benefit the wetlands in the Tijuana River Valley Regional Park  
6 and benefit the wetlands at the mouth of the Tijuana River, both of which are outside the  
7 project area. Reducing sediment loads in wetlands would slow the infilling of wetlands, and  
8 may improve wetland habitats. Improving wetland habitats may benefit wildlife, T&E species,  
9 and aquatic species.

## 10 **4.3 LAND USE**

11 Impacts to land use would be considered significant if implementation of the alternative  
12 would result in substantial in agricultural land use or recreational use at a regional level.

### 13 **4.3.1 No Action Alternative**

#### 14 **Land Use**

15 Under the No Action Alternative, O&M of the Tijuana River FCP would not change from  
16 the current management practices. If no improvements are made to the levee system and  
17 floodplain area, it does not appear likely that any significant impacts would occur to  
18 surrounding land uses.

### 19 **4.3.2 Enhanced Operation and Maintenance Alternative**

20 The EOM Alternative includes changes in floodway management that may affect land  
21 usage in the immediate project vicinity. Greater restrictions to public use/access of the  
22 floodway are anticipated due to increased USBP operations and designation of restricted use  
23 zones.

### 24 **4.3.3 Multipurpose Management Alternative**

25 The land use impacts of the MPM Alternative would include those described as part of the  
26 EOM Alternative. Additional elements of the MPM Alternative have the potential for affecting  
27 land use. A key emphasis of the MPM Alternative is multi-jurisdictional, regional, cooperative  
28 agreements that promote watershed management and habitat conservation initiatives. If new  
29 land uses are adopted in the region, they may affect adjacent land uses as well. For any  
30 proposed habit or nature preserve that receives federal funding, additional regulatory clearance  
31 processes will require further examination of the impact to local and regional land uses.

1 **4.4 CULTURAL RESOURCES**

2 Impacts to cultural resources would be considered during the planning of the Tijuana River  
3 FCP; those impacts would be considered significant if they have a potential to affect the  
4 historic integrity of valuable cultural resources, or affect archaeological sites.

5 **4.4.1 No Action Alternative**

6 Under the No Action Alternative, O&M of the Tijuana River FCP would not be modified.  
7 No adverse affects are anticipated on historical or archaeological resources.

8 **4.4.2 Enhanced Operation and Maintenance Alternative**

9 Under the EOM Alternative, the need for levee height increases or structural improvements  
10 is not anticipated, and changes in the floodway use would be limited to surface disturbances.  
11 For this reason, impacts to historical or archaeological resources would not be considered  
12 significant

13 **4.4.3 Multipurpose Management Alternative**

14 Similar to the EOM Alternative, the need for levee height increases or structural  
15 improvements is not anticipated for the MPM Alternative, and changes in the floodway use  
16 would be limited to surface disturbances. For this reason, impacts to historical or  
17 archaeological resources would not be considered significant. Cooperative agreements outside  
18 the floodway could affect cultural resources to some extent depending on the nature of  
19 proposed initiatives.

20 **4.5 SOCIOECONOMIC RESOURCES**

21 A socioeconomic impact would be considered significant if the federal action resulted in  
22 substantial growth or concentration of population or the need for substantial new housing or  
23 public services.

24 **4.5.1 No Action Alternative**

25 ***Population, Employment/Income, and Housing***

26 Under the No Action Alternative, O&M of the Tijuana River FCP would not change from  
27 the current management practices. This alternative would not generate additional business  
28 sales, income or employment from construction. Current maintenance practices for the Tijuana  
29 River FCP would continue to provide a steady, long-term benefit by continuing to add some  
30 revenue in wages and expenditures into the regional economy every year. The Tijuana River  
31 FCP currently employees a permanent staff of three persons in the USIBWC San Diego Field  
32 Office. Assistance from other USIBWC field offices is provided for recurring maintenance  
33 operations.

1 The low-intensity land use in the Tijuana River Valley area and the fact that the majority of  
2 the existing channel, floodways, and levees have been constructed on undeveloped and public  
3 lands tends to minimize socioeconomic impacts from the continued operation of the Tijuana  
4 River FCP .

### 5 ***Environmental Justice***

6 Executive Order 12898 requires that each federal agency analyze the human health,  
7 economic, and social effects of federal actions, including the effects on minority communities  
8 and low income communities. An impact to environmental justice would be considered  
9 significant if the federal action had disproportionately high and/or adverse human health or  
10 environmental effects on minority and low income populations.

11 The affected area is the footprint of land where potential adverse impacts could result from  
12 a planned activity. For this project, these are the United States census tracts that could be  
13 affected by flood waters of the Tijuana River from the U.S./Mexico border to the Pacific  
14 Ocean.

15 Environmental justice impacts can arise as a result of the uncontrolled flood waters that  
16 may cause damage to property. The No Action Alternative would result in the continued  
17 control of flood waters using current maintenance practices in accordance with applicable  
18 regulatory requirements and, therefore, would not result in any increased in flood and  
19 associated health hazards to the immediate community.

20 Impacts to biological resources, geologic resources (*e.g.*, soil), air quality, noise, and  
21 cultural resources would not be expected as a result of the No Action Alternative. For these  
22 reasons, disproportionately high and adverse human health and environmental effects on  
23 minority and low-income populations would not be expected.

### 24 ***Transportation***

25 Under the No Action Alternative, O&M of the Tijuana River FCP would not change from  
26 the current management practices. This alternative would not result in any changes to existing  
27 traffic patterns or volumes on Dairy Mart Road, Camino de la Plaza, and Monument Road. No  
28 changes to maintenance roads alongside the north and south levee used by USIBWC and the  
29 USBP personnel would occur. The No Action Alternative would not result in any impacts to  
30 transportation.

## 31 **4.5.2 Enhanced Operation and Maintenance Alternative**

### 32 ***Population, Employment/Income, and Housing***

33 Current floodway maintenance practices are expected to continue. Small-scale changes are  
34 possible in extent or timing of vegetation removal which would not have an economic impact.  
35 The EOM Alternative would not result in significant impacts to population,  
36 employment/income, or housing.

1 **Environmental Justice**

2 Small-scale changes are possible in extent or timing of vegetation removal which would  
3 not have any effects on the ability to control floodwaters. Impacts to biological resources,  
4 geologic resources (*e.g.*, soil), air quality, noise, and cultural resources would not be expected  
5 as a result of the EOM Alternative. For these reasons, disproportionately high and adverse  
6 human health and environmental effects on minority and low-income populations would not be  
7 expected.

8 **Transportation**

9 This alternative would not result in any changes to existing traffic patterns or volumes on  
10 Dairy Mart Road, Camino de la Plaza, and Monument Road. No changes to maintenance roads  
11 alongside the north and south levee used by USIBWC and the U.S. Customs and Border  
12 Protection personnel would occur. The EOM Alternative would not result in any impacts to  
13 transportation.

14 **4.5.3 Multipurpose Management Alternative**

15 **Population, Employment/Income, and Housing**

16 Current floodway maintenance practices are expected to continue. The MPM Alternative  
17 would result in possible small-scale changes in the timing and/or extent of vegetation removal,  
18 possible additional BMPs for trash and sediment removal from the channel, and greater  
19 restriction of public use/access of the floodway associated with increasing USBP operations.  
20 Changes to offsite wildlife habitat conservation efforts by other agencies or entities may occur  
21 as the result of USIBWC participation in multi-agency conservation initiatives. These changes  
22 to ongoing operations and maintenance at the Tijuana River flood control facilities would not  
23 be expected to result in any direct or indirect impacts to population, employment, income or  
24 housing.

25 **Environmental Justice**

26 The MPM Alternative would result in possible small-scale changes in the timing and/or  
27 extent of vegetation removal, possible additional BMPs for trash and sediment removal from  
28 the channel, and greater restriction of public use/access of the floodway. The MPM Alternative  
29 may also result in improvements to watershed management for sediment control. Impacts to  
30 geologic resources (*e.g.*, soil), air quality, noise, and cultural resources would not be expected  
31 as a result of the MPM Alternative. For these reasons, disproportionately high and adverse  
32 human health and environmental effects on minority and low-income populations would not be  
33 expected.

34 **Transportation**

35 Besides small-scale changes in the timing and/or extent of vegetation removal, possible  
36 additional BMPs for trash and sediment removal from the channel, and greater restriction of  
37 public use/access of the floodway associated with increasing USBP operations. The MPM  
38 Alternative may also result in improvements to watershed management for sediment control.  
39 This alternative would not result in any changes to existing traffic patterns or volumes on Dairy

1 Mart Road, Camino de la Plaza, and Monument Road. No changes to maintenance roads  
2 alongside the north and south levee used by USIBWC and the USBP personnel would occur.  
3 The MPM Alternative would not result in significant impacts to transportation.

#### 4 **4.6 ENVIRONMENTAL HEALTH**

5 Potential impacts on environmental health issues would be considered significant if  
6 implementation of an alternative would result in the following:

- 7 • Generate *air emissions* that cause or contribute to a violation of any national, state, or  
8 local ambient air quality standard; represent 10 percent or more of the emissions  
9 inventory for the affected AQCR counties to be considered regionally significant; or  
10 cause non-conformance with the USEPA General Conformity requirements.
- 11 • *Noise generation* by construction activities above ambient noise levels; cause  
12 annoyance, speech interference, or hearing loss; or noise-sensitive receptors are located  
13 in the proximity of the noise source.
- 14 • Regarding *public health and environmental hazards*, violation of federal or state  
15 regulations for hazardous waste usage, storage, or disposal; use of materials that could  
16 not be accommodated by existing guidance; human exposure to hazardous wastes or  
17 materials; or hazardous waste generation that could not be accommodated by current  
18 waste management practices.

##### 19 **4.6.1 No Action Alternative**

###### 20 ***Air Quality***

21 Under the No Action Alternative, O&M of the Tijuana River FCP would not change from  
22 the current management practices. No construction activities would be performed on the levee  
23 system. This alternative would not result in any changes in the generation of air pollutant  
24 emissions during operations and maintenance activities. For this reason, impacts to air quality  
25 would not be considered significant. A USEPA General Conformity Determination would not  
26 be required.

###### 27 ***Noise***

28 This alternative would not result in any changes in the noise environment during  
29 operations and maintenance activities. The resultant noise level of equipment in operation for  
30 flood control maintenance activities would not be expected to exceed the City of San Diego  
31 noise standard at any sensitive receptors in the project area. For this reason, impacts to noise  
32 would not be considered significant.

###### 33 ***Public Health and Environmental Hazards***

34 Hazardous material practices of the USIBWC are in compliance with applicable standards  
35 under the current operations and maintenance practices. Storage of diesel fuel and refueling of  
36 vehicles and equipment is performed in compliance with applicable state and federal standards.  
37 No hazardous materials sites are currently affected by operations and maintenance activities.

1 Therefore, current USIBWC practices would not affect hazardous materials handling, nor any  
2 facilities or sites in the project area.

3 The Tijuana River FCP would continue to implement current maintenance practices such  
4 as resurfacing roadways of the levee system and floodway maintenance activities. This  
5 alternative would not result in exposure to any contamination on the site, and there are no  
6 remediation activities ongoing at the Tijuana River FCP . For these reasons, impacts to public  
7 health and environmental hazards would not occur.

## 8 **4.6.2 Enhanced Operation and Maintenance Alternative**

### 9 ***Air Quality***

10 Under the EOM Alternative, the need for levee height increases or structural improvements  
11 has not been identified and is not anticipated. The EOM Alternative would result in the  
12 continuation of floodway maintenance. Small-scale changes are possible in the extent or  
13 timing of vegetation removal which would not have any effect on the ability to control  
14 floodwaters. This alternative would not result in any increase of air pollutants above the No  
15 Action Alternative. For these reasons, impacts to air quality would not be considered  
16 significant.

### 17 ***Noise***

18 This alternative would not be expected to result in any change in the existing noise  
19 environment of the floodway and surrounding area. For these reasons, impacts to noise would  
20 not be considered significant.

### 21 ***Public Health and Environmental Hazards***

22 Hazardous and/or toxic products (*e.g.*, fuel, oil, grease, and hydraulic fluid) would be used  
23 from operating equipment for vegetation and sediment removal. Implementing established  
24 industry practices for controlling releases of these substances would reduce the possibility of  
25 accidental releases of these products. Preventive maintenance and daily inspections of the  
26 equipment would ensure that any releases of these hazardous materials are minimized. All  
27 visible dirt, grime, grease, oil, loose paint, *etc.*, would be removed from the equipment prior to  
28 use at the construction sites.

29 Improvements to the levee system would not be affected by waste storage and disposal  
30 sites. Identified sites in the Tijuana River FCP would not affect, or be affected by the proposed  
31 vegetation and sediment removal due to their distance, and in some cases, the containment  
32 systems in place.

33 Since the risk of an accidental release of hazardous and/or toxic chemicals or waste is  
34 minimal, and implementation of the EOM Alternative would not result in noncompliance with  
35 applicable federal or state regulations, it is anticipated that there would be no hazardous and/or  
36 toxic waste impacts from the proposed operations activities.

1 Removal of sediment and trash has been identified as a concern for downstream water  
2 impacts. These BMPs would improve public health and environmental hazards by minimizing  
3 downstream water impacts.

#### 4 **4.6.3 Multipurpose Management Alternative**

##### 5 ***Air Quality***

6 In addition to small-scale changes in the timing and/or extent of vegetation removal,  
7 possible additional BMPs for trash and sediment removal from the channel, and greater  
8 restriction of public use/access of the floodway associated with increasing USBP operations.  
9 Changes to ongoing operations and maintenance at the Tijuana River flood control facilities  
10 would not be expected to result in any substantial change other than beneficial effects on  
11 wildlife and habitat conservation. The MPM Alternative may also result in improvements to  
12 watershed management for sediment control. None of these aspects would be expected to  
13 result in any substantial change in the amount of air pollutants generated by USIBWC  
14 operations. For these reasons, impacts to air quality would not be considered significant.

##### 15 ***Noise***

16 Changes to offsite wildlife habitat conservation efforts by other agencies or entities may  
17 occur as the result of USIBWC participation in multi-agency conservation initiatives. These  
18 changes to ongoing operations and maintenance at the Tijuana River flood control facilities  
19 would not be expected to result in any substantial change other than beneficial effects on  
20 wildlife and habitat conservation. The MPM Alternative would not result in any changes to the  
21 existing noise environment. For these reasons, impacts to noise would not be considered  
22 significant.

##### 23 ***Public Health and Environmental Hazards***

24 The MPM Alternative would result in continuation of the existing operation of the Tijuana  
25 River FCP with the possibility of small-scale changes in the timing and/or extent of vegetation  
26 removal, possible additional best management practices for trash and sediment removal from  
27 the channel, and greater restriction of public use/access of the floodway associated with  
28 increasing USBP operations. Changes to offsite wildlife habitat conservation efforts by other  
29 agencies or entities may occur as the result of USIBWC participation in multi-agency  
30 conservation initiatives. The MPM Alternative may also result in improvements to watershed  
31 management for sediment control. The Tijuana River FCP would continue to be managed in  
32 accordance with applicable health and environmental compliance requirements. Identified sites  
33 identified would not affect, or be affected by the proposed MPM Alternative due to their  
34 distance, and in some cases, the containment systems in place. None of the aspects of the  
35 MPM Alternative would be expected to result in any increases in exposure to contamination on  
36 the site, and there are no remediation activities ongoing at the Tijuana River FCP. For these  
37 reasons, impacts to public health and environmental hazards would not be expected to occur.

## 4.7 INDIRECT AND CUMULATIVE IMPACTS

Indirect and cumulative impacts would be considered significant if the alternative would cause considerable incremental effects when evaluated in combination with relevant current and probable activities in the project area.

### 4.7.1 Natural Resources Management Areas

No significant cumulative impacts were identified. Anticipated or probable flood control improvements to the Tijuana River FCP would have a small potential for significant removal or development of valuable wildlife habitat within the floodway; increased vegetation development within the floodway is severely limited by the incompatibility of extensive vegetation growth with the flood control mission of the Tijuana River FCP, minimum availability of non-managed areas, and conflict with USBP operations. Future flood control improvement projects will be implemented by the USIBWC taking into account goals and requirements of the Multi-Habitat Planning Area developed the City of San Diego.

### 4.7.2 Water Quality and Sediment Control

#### *Water Quality Improvement*

Binational initiatives currently underway to improve water quality of the Tijuana River upstream of the international border are expected to reduce sewer overflows, considered a major component of contaminant load reaching the Tijuana River estuary, and improve storm water quality by upstream watershed control of non-point pollution sources (USIBWC 2005). Operation of the Tijuana River FCP would not improve, nor deteriorate, stormwater quality as the projects was designed to route stormwater flows for protection of the City of San Diego and adjacent lands. The Tijuana River FCP has no capability to modify or control stormwater quality.

#### *Sediment and Erosion Control*

Tijuana River FCP would continue to contribute to sediment retention and removal as part of floodway maintenance. Disposal outside floodway will reduce sediment load and retain flood containment capability. Changes in routine cleanup of channel, however, would not be a significant benefit relative to regional initiatives for erosion control along the tributary canyons located downstream of the Tijuana River FCP.

### 4.7.3 U.S. Border Patrol Activities

Support of JTF-6 to the INS strategy for enforcement activities would include two major categories with a potential cumulative effects on the Tijuana River FCP: operational measures such as increased ground patrols and access restrictions, and engineering measures such as placement fences, lighting, and installation of a remote sensing system such as ground sensors. The extent of those measures within the limited Tijuana River FCP are not likely to significantly modify the extent of current USBP operations within the floodway.



1 were noted. Comment forms were distributed during the meetings, and turned in during the  
2 meeting or mailed to the USIBWC after the meeting (USIBWC 2005a).

3 The Notice of Intent to prepare a PEIS was published in the Federal Register by the  
4 USIBWC on December 10, 2004. A copy of the Notice of Intent is included in the Scoping  
5 Meeting Summary report (Appendix A – Item 1 of the USIBWC 2005a).

## 6 **5.1.2 Notifications to Agencies, Elected Officials, Organizations, and Individuals**

7 The USIBWC mailed a notification letter for the public scoping meetings to 1,647 elected  
8 officials, federal/state/local agencies, organizations, and individuals. The letter, mailed  
9 December 10, 2004, contained a description of the USIBWC flood control projects, example  
10 lists of potential alternatives, and example lists of potential criteria to be used for evaluating  
11 alternatives. Dates and times of scoping meetings, and instructions for submitting written  
12 comments were included. A response form was included for recipients to return stating their  
13 desire to continue or not continue receiving information on the project. A copy of the letter, a  
14 blank response form, and the mailing list for notification are included in Appendix A – Item 5  
15 of the Scoping Meeting Summary report (USIBWC 2005a).

16 A Public Notice announcing the purpose, dates and locations of the scoping meetings was  
17 published in the legal section of the *San Diego Union-Tribune* on December 14, 15, and  
18 16, 2004). Additional notices were posted for Rio Grande flood control projects in the *El Paso*  
19 *Times* (December 14, 15, and 16, 2004); *Las Cruces Sun News* (December 14, 15, and  
20 16, 2004); *The International*, Presidio, Texas (December 16, 23, and 30, 2004); and *The*  
21 *Monitor*, McAllen, Texas (December 21, 22, and 23, 2004). Copies of the publisher's  
22 affidavits are provided in Appendix A - Item 4 of the Scoping Meeting Summary report  
23 (USIBWC 2005a).

## 24 **5.2 PEIS PREPARATION AND REVIEW**

### 25 **5.2.1 Cooperating Agencies**

26 The USIBWC sent letters to federal agencies, state agencies, and tribal governments  
27 soliciting their participation as Cooperating Agencies during the NEPA process of the flood  
28 control projects. A total of 87 letters were sent on November 16, 2004, and seven responses  
29 were received. A sample copy of the request letter is provided in Appendix A - Item 2 of the  
30 Scoping Meeting Summary Report (USIBWC 2005a). Agencies receiving the request letter and  
31 copies of the responses received are shown in Appendix A - Item 3 of the Scoping Meeting  
32 Summary report (USIBWC 2005a). Five agencies agreed to serve as cooperating agencies in  
33 PEIS preparation, as follows:

- 34 • The United States Army Corps of Engineers, Los Angeles District, whose jurisdiction  
35 includes the Tijuana River FCP.
- 36 • Three agencies agreed to be cooperating agencies in the PEIS prepared concurrently for  
37 three Rio Grande flood control projects along the Texas border (Rectification FCP,  
38 Presidio FCP, and Lower Rio Grande FCP), USACE Galveston District; United States

- 1 Bureau of Reclamation, El Paso Area Office; and United States Fish and Wildlife  
 2 Service, New Mexico Ecological Services Field Office,  
 3 • A fifth agency, the New Mexico Office of Cultural Affairs, Historic Preservation  
 4 Division, agreed to be cooperating agency for evaluation of the Rio Grande  
 5 Canalization Project, no longer included in the scope for Rio Grande FCPs.

6 **5.2.2 PEIS Preparation**

7 Technical personnel responsible for preparation and review of the PEIS for the Rio Grande  
 8 flood control projects along the Texas border are listed in Table 5.1.

9 **Table 5.1 PEIS Preparation Technical Personnel**

Name	Organization	Role / or Resource Area	Discipline / Expertise	Experience
Daniel Borunda	USIBWC	PEIS oversight and coordination, impacts evaluation	M.S. Fisheries and Wildlife Science	12 years Project Manager NEPA Compliance
Raymundo Aguirre	USIBWC	Document review	Ph.D. Civil Engineering	49 years, project engineering
Carlos Victoria-Rueda.	Parsons	Project management, scoping, impacts evaluation	Ph.D., Environmental Engineering	22 years NEPA and related environmental studies
R. C. Wooten	Parsons	Technical direction, quality assurance	Ph.D. Biology/Ecology	34 years NEPA and related environmental studies
Rosemarie Crisologo	Parsons	Socioeconomic resources	B.S. Biological Science M.S. Environmental Engineering	25 years NEPA and related environmental studies
Anthony Davis	Parsons	Water resources and environmental health	B.S. Civil Engineering	30 years NEPA and related environmental studies
James Hinson	Parsons	Biological resources, impacts evaluation	M.S. Wildlife Science	16 years vegetation and wildlife analyses; field studies supervision
Taylor Houston	Parsons	Wetlands, aquatic ecosystems	M.S. Geography-Environmental Resources	6 years wetlands and land use
Sherrie Keenan	Parsons	Technical editor	B.A., Journalism	30 years technical editor
Justin Kirk	Parsons	Environmental health issues	B.S., Environmental science	6 years environmental health
Namir Najjar	Parsons	Hydrology	Ph.D., Water Resources Engineering	9 years hydraulic modeling
Jill Noel	Parsons	Biological resources, impacts evaluation	M.S. Botany	8 years vegetation and community resources
Angela Schnapp	Parsons	Air quality	B.S. Nuclear Engineering M.S. Environmental Engineering	10 years NEPA and related environmental studies
Nicky de Freece	LGGROUP	Cultural resources	B.A., Archaeology	16 years Cultural resources evaluation

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**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** GARY BROWN, CITY MANAGER

**MEETING DATE:** SEPTEMBER 19, 2007

**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, DIRECTOR  
GERARD SELBY, REDEVELOPMENT COORDINATOR 

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2007-6539 AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MOORE IACOFANO GOLTSMAN INC. (MIG) FOR PLANNING CONSULTANT SERVICES

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**BACKGROUND:**

In May 2007, a Request for Qualifications (RFQ) was issued for a consultant team to provide professional consulting services for the preparation of a Palm Avenue Commercial Corridor Master Plan. The City of Imperial Beach Community Development and Planning Department received twelve proposals. A Pre-Selection Committee that was composed of City and Agency staff members evaluated the proposals. The Pre-Selection Committee selected six firms. The selection criteria included the completeness of the proposal, an evaluation of the consultants' specialized experience and technical competence, and the experience of the personnel assigned to the project.

In August the Selection Committee, composed of Greg Wade, Community Development Director, Jim Nakagawa, City Planner, Elizabeth Cumming, Assistant Project Manager, and Tyler Foltz, Associate Planner met to evaluate the six proposals. Based on the submitted proposal and the oral interview, Moore Iacofano Goltsman, Inc. (MIG) is recommended to be the City's Consultant for the Palm Avenue Commercial Corridor Master Plan.

**DISCUSSION:**

The intent of the Palm Avenue Commercial Corridor Master Plan is to design a commercial corridor that allows for and promotes economic development, provides for a safe pedestrian environment while limiting and effectively managing vehicle traffic and improving the overall appearance of the area. The project will attempt to identify the needs and local issues that affect the livability of the city and includes such suggestions as making exit transit services more efficient, implementation of pedestrian enhancement and traffic calming measures and to encourage "walkability" that in turn supports commercial, retail and mixed used development. The principal goal is to transform what is today a six-lane highway through the City in to the City's Main Street. The City received a \$150,000 Caltrans Transportation Planning Grant.

The Project team will establish proposed streetscape improvements, development priorities and:

- Reinforce the small town feeling of Imperial Beach
- Transform a six-lane highway to a pedestrian friendly "main Street" environment based on Caltrans' Main Street Design Guidelines
- Create commercial areas that visually and physically connect with surrounding residential neighborhoods
- Produce distinct mixed-use and commercial developments with the amenities and services necessary to support the goods and services needs of the community
- Encourage gracefully designed buildings with distinct materials, styles and articulation to achieve more interesting and varied street walks
- Provide balanced circulation system that assures regional and local access and enhances the pedestrian, bicyclist, and motorist experience

Staff and the consultant team will foster community participation through meetings and interviews. It is estimated that the final Master Plan Draft and Implementation program for the Commercial Corridor Revitalization plan will take 12 months. The first community "kick-off" meeting is scheduled for November, 2007.

**ENVIRONMENTAL DETERMINATION:**

The approval of the proposed Professional Services Consultant is not a project as defined by CEQA.

**FISCAL IMPACT:**

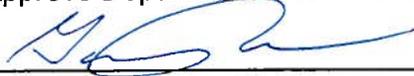
The City has received a \$150,000 Transportation Planning grant from the California Department of Transportation and \$50,000 is budgeted and available in the Fiscal Year 2007-2008 Capital Improvement Program Budget in Account Number 40712624132006 and Project Number R05-205.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council and Redevelopment Agency of the City of Imperial Beach adopt Resolution No. 2007-6539 approving an agreement with Moore Iacofano Goltsman, Inc. for Consulting Services in an amount not to exceed \$200,000.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Resolution 2007-6539
2. Agreement

Return to Staff Report

**RESOLUTION NO. 2007- 6539**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH MOORE IACOFANO GOLTSMAN INC. FOR PLANNING CONSULTANT SERVICES**

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

**WHEREAS**, the City Council ("City") is engaged in activities necessary to carry out and implement the Palm Avenue Commercial Corridor Master Plan; and

**WHEREAS**, the City received a \$150,000 Caltrans Transportation Planning Grant and a \$50,000 matching contribution from the City; and

**WHEREAS**, in order to carry out and implement the Palm Avenue Master Plan the City proposes to enter into an agreement with Moore Iacofano Goltsman Inc. for Consulting Services for the Palm Avenue Commercial Corridor Master Plan;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City Of Imperial Beach that the City Manager or designee, is authorized and empowered to execute, for and on behalf of the City an agreement with Moore Iacofano Goltsman Inc. for Consulting Services for the Palm Avenue Commercial Corridor Master Plan, under the terms and conditions set forth in the Agreement.

**BE IT FURTHER RESOLVED BY** the City, as follows:

1. That the amount of the agreement shall not exceed *TWO HUNDRED THOUSAND DOLLARS (\$200,000)*.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19th of September, 2007, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD  
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. 2007- 6539 A Resolution to approve entering into an agreement with Moore Iacofano Goltsman, Inc. for Consulting Services.

CITY CLERK

DATE

AGREEMENT FOR CIVIL ENGINEERING CONSULTING SERVICES  
BETWEEN THE  
CITY AND REDEVELOPMENT AGENCY OF IMPERIAL BEACH  
AND  
MOORE IACOFANO GOLTSMAN, INC.

THIS AGREEMENT enter into this 10th day of September, 2007, by and between the City/Agency Of Imperial Beach and Imperial Beach Redevelopment Agency, hereinafter referred to as " City/Agency," and, MOORE IACOFANO GOLTSMAN, INC. hereinafter referred to as "Consultant";

WHEREAS, City/Agency desires to employ a Consultant to furnish PLANNING AND DESIGN SERVICES; and

WHEREAS, City/Agency has determined that Consultant is qualified by experience and ability to perform the services desired by City/Agency, and 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.**

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

**Section 2. SCOPE OF SERVICES.**

Consultant will perform services as set forth in the attached Exhibit "A" (Scope of Services).

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 City/Agency, necessary or proper to perform and complete the work and provide the professional services required of Consultant by this Agreement.

**Section 3. PROJECT COORDINATION AND SUPERVISION.**

The Redevelopment Coordinator is hereby designated as the Project Coordinator for City/Agency and will monitor the progress and execution of this Agreement. Consultant shall have overall responsibility for the progress and execution of this Agreement for Consultant.

**Section 4. COMPENSATION AND METHOD OF PAYMENT.**

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of \$200,000.00 without prior written authorization from City/Agency.

a. Additional Services

When the City/Agency requests the Consultant to provide services not specified in the Scope of Services, the City/Agency and Consultant shall establish a mutually acceptable budget for said services. The compensation for said services shall be funded by an increase in the Consultant's total compensation.

b. Expenses

In connection with services performed under this Agreement, the Consultant shall pay for all direct out-of-pocket expenses, and such expenses as are necessary for the timely completion of the work including, but not limited to, auto mileage, airfares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. The City/Agency agrees to reimburse Consultant for out-of-pocket disbursements at cost plus 15%, in accordance with the procedures set forth in this Agreement. Said expenses are to be included in the authorized maximum compensation as indicated above.

c. Direct Costs

The maximum compensation listed above includes printing, reproductions, copies, and duplicating expressly requested by the City/Agency.

d. Method of Payment

The Consultant shall submit, in duplicate, a monthly requisition to the City/Agency specifying the amount due for services performed by the Consultant's staff. Such requisition shall:

1. Reference the contract number assigned hereto: Purchase Order \_\_\_\_\_.
2. Describe the services performed in detail and identify personnel categories and billing rates.
3. Specify the position and title of each staff member and number of hours worked on said services during the past month.
4. Indicate the total expenditures to date.

Such monthly requisition for payment shall contain a certification by the Consultant specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the City/Agency shall make payment of approved requisition by approximately the 15th of a given month if the requisition is submitted to the City/Agency no later than the first of said given month.

Payments will be made to the Consultant at the address listed below.

**Section 5. LENGTH OF CONTRACT.**

The contract between Consultant and City/Agency will be terminated upon completion of the work as set forth in Section 2. Scope of Services.

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.**

City/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 City/Agency. The cost or credit to City/Agency resulting from changes in the services shall be negotiated.

## **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 City/Agency. Consultant may retain such copies of said documents and materials as desired, but shall deliver all original materials to City/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 those employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City/Agency setting forth the provisions of this non-discrimination clause.

## **Section 9. TERMINATION.**

City/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 City/Agency as provided herein, Consultant shall be paid for all effort and material expended on behalf of City/Agency under the terms of this Agreement, up to the effective date of termination.

Consultant may terminate this Agreement, with the mutual consent of City/Agency, at any time by giving written notice and specifying the effective date thereof, at least ten (10) days before the effective date of such 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, City/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 City/Agency, become the property of City/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 City/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 negligent 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.**

This Agreement shall not be assigned by either party without the prior written approval of the other.

## **Section 12. INDEPENDENT CONTRACTOR.**

Consultant and any sub-consultants employed by Consultant shall be independent contractors and not agents of City/Agency hereunder. Any provision in this Agreement that may appear to give City/Agency the right to direct Consultant or sub-consultant as to the details of doing the work or to exercise a measure of control over the work means that Consultant shall follow the direction of the City/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 City/Agency for examination all of its records with respect to all matters covered by this Agreement and will permit City/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 professional liability insurance (errors and omissions) and general liability insurance to a limit of \$1,000,000 and State of California required levels of Worker's Compensation Insurance for all work performed under this Agreement in accordance with City/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, City/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:

City/Agency: **ELIZABETH CUMMING**  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach CA 91932

Consultant : **MUKUL MALHOTRA**  
Moore Iacofano Goltsman, Inc.  
800 Hearst Avenue  
Berkeley CA 94710

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.

CITY OF IMPERIAL BEACH, a  
Municipal Corporation

\_\_\_\_\_  
City Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
CITY Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY Attorney

MOORE IACOFANO GOLTSMAN, INC.,  
a California Corporation

  
\_\_\_\_\_  
Principal

# **PALM AVENUE COMMERCIAL CORRIDOR MASTER PLAN**

## *Scope of Work*

### **TASK 1.0: PROJECT INITIATION & MANAGEMENT**

#### **1.1 Mobilization Meeting: Kick-off & Site Tour**

The MIG Team will meet with City staff for a kick-off meeting to: i) discuss and review the proposed project strategy, scope, schedule and deadlines to ensure that they meet project objectives and that they are clearly understood; ii) clarify and establish responsibilities, reporting, coordination and logistical procedures; iii) identify key public and private stakeholders that will serve as the starting point for the community outreach efforts; iv) obtain key project data and documents; and v) participate in a study area walking tour with City staff.

#### **1.2 Finalize Work Scope, Budget, and Overall Process**

Based on input received from staff, the MIG Team will make final revisions to the work scope, budget, meeting schedule, and process graphic.

#### **1.3 Finalize Community Outreach Program**

Based on consultations with City staff, existing outreach and stakeholder materials of existing and concurrent projects, the MIG Team will create a brief Community Outreach Program summarizing the overall approach to community outreach, including contact list of key public and private stakeholders, and the approach to notifying key stakeholders, community groups, and the community at-large (e.g. mailings, postings, etc.). The Program will integrate an approach for outreach to Spanish-speaking residents and stakeholders.

#### **1.4 Project Management & Administration**

Throughout the planning process, the MIG Team will communicate among team members and City staff via regular telephone calls, email, and general communication. The MIG Team will also provide a monthly progress report (via electronic format) identifying key decisions and directions, recent accomplishments, progress on tasks and budget spent, and upcoming tasks, which will coincide with invoicing procedures.

#### **Task 1.0 Deliverables:**

- Mobilization Meeting handout materials
- Final Work Scope and Budget
- Process Graphic
- Community Outreach Program
- Monthly progress reports (1 electronic copy per month)

## **TASK 2.0: ASSESSMENT OF EXISTING CONDITIONS & REGULATIONS**

### **2.1 Analyze Corridor – Functional, Visual, Facilities, Circulation**

The MIG Team will conduct an on-site analysis to study the existing conditions of the project area and the immediate surrounding context, including:

- **Functional and visual:** the character of the built realm, public-private interface, open space and land use;
- **Facilities and infrastructure:** electrical, water, sanitary sewer, storm-water, streets, telecommunication and internet facilities;
- **Circulation and transportation:** sidewalk and paving, landscaping in sidewalks and medians, pedestrian and vehicular lighting, right-of-way, lanes, medians, transit ridership, bicycle routes, and pedestrian routes and paving.

The site visit will help identify key issues and opportunity sites and photographically document the existing site conditions. For efficiency, this analysis will likely take place in conjunction with Task 1.1. The MIG Team will summarize the analysis in the Phase 1 Existing Conditions Report.

### **2.2 Review Existing Reports and Current Projects, Studies, and Maps**

The MIG Team will review base data and relevant planning documents, including the General Plan and Coastal Plan, Zoning Ordinance, Vision Plan, Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project, and the Caltrans Main Street Design Guidelines, among others. Additionally, the MIG Team will coordinate with the City's project team focused on commercial and mixed-use zoning to understand the project status and outcomes to-date, as well as share project data as appropriate. The review will provide an understanding of regulations, policies, and community visioning to date, as well as help identify barriers to improvements and development. The MIG Team will summarize the review in the Phase 1 Existing Conditions Memo.

### **2.3 Stakeholder Interviews**

To supplement public participation efforts, the MIG Team would conduct stakeholder interviews and/or focus groups early in the planning process to discuss visions, goals, issues, opportunities, and ideas for the corridor. These interviews and focus groups would allow for small-group and one-on-one interviews with key stakeholders identified by City staff and/or Caltrans. Potential interviewees could include neighborhood perspectives, community leaders, property and business owners, other City and Caltrans staff, local military installations, representatives from the cities of Coronado and San Diego, and consultants of existing and concurrent projects. Additionally, in our experience, focus groups can be a very effective means for conducting direct outreach to the Spanish speaking community, who typically do not attend traditional community workshops. Such efforts typically build trust with these community members and encourage their continued involvement throughout the planning process. MIG will conduct up to six (6) stakeholder interviews over a span of two days.

### **2.4 Planning Level Survey**

The site will be inspected with respect to needs for preparing the planning concept plans: Physical street improvements, utilities and obstructions, signing and striping, and other

relevant items would be located in the field and drawn into a base map in AutoCAD format with sufficient precision to be shown accurately on the concept plans. Aerials will be used as a basis for the relative locations of these facilities. An aerial will be provided by the City of Imperial Beach with enough clarity for the general accuracy of the study.

### **2.5 Preliminary Infrastructure Assessment**

Surface infrastructure, including pavement, curbs, sidewalks, curb ramps, traffic signals, etc., will be observed and noted for their existing condition. A memorandum will be composed to describe all findings. Information provided from existing City records will be included if applicable. Utility companies with facilities within the project limits will be contacted and prompted to list the condition of their equipment for inclusion in the memorandum as well.

### **2.6 Prepare Existing Conditions Maps and Sections**

Based on the corridor analysis and review of existing documents and research, the MIG Team will create a portfolio of existing conditions maps of the project area and its surrounding context. This task will also include the creation of street sections along the entire length of the corridor. These maps will serve as the base for developing prototypical concept alternatives and diagrams. The MIG Team will provide the maps/diagrams to City staff in electronic pdf format for review. The City will provide MIG with one consolidated list of comments in electronic format. The refined maps will also be incorporated into the Existing Conditions Memo and presented at the first Community Workshop.

### **2.7 Staff Meeting #1: Existing Conditions**

The MIG Team will meet with City Staff in a working session to review the outcomes of the corridor analysis, existing planning documents, and existing conditions maps and sections. The MIG Team will also present an agenda and format for Community Workshop #1 for discussion and refinement.

### **2.8 Design Outreach Flyer #1**

As a primary outreach tool, the MIG Team will develop a bilingual (English and Spanish) flyer that will include all information for Community Workshop #1 including date, registration, transportation, accommodation, and other information. The flyer will be printed and distributed by City staff to its contacts/ mailing lists, emailed in electronic form, and provided to organizations for on-site distribution to their staff and constituencies, particularly those located in and around the corridor.

### **2.9 Prepare and Conduct Community Workshop #1**

The first Community Workshop will be a facilitated, interactive session that engages community members in developing a new vision for Palm Avenue. The workshop will focus on identification of corridor assets, issues, opportunities, and goals; a guiding vision for overall revitalization of the project area; potential urban design approaches to the corridor; key areas/opportunities for improvement; and key elements that reflect the desired local values, history, and culture.

The MIG Team will prepare a PowerPoint slideshow and presentation graphics (poster-size) to illustrate the existing conditions and corridor analysis. The MIG Team will

prepare graphics (maps and sections) for display and interactive use that show the project area and the opportunities and constraints. The MIG Team will also prepare and provide workshop materials that include agendas, comment cards, walking tour booklets, sign-in sheets, and nametags. The MIG Team will provide up to four (4) facilitators/graphic recorders or technical presenters to document the discussion for the workshop and present materials. The MIG Team will also provide bilingual facilitation, as appropriate, to engage Spanish-speaking community members. The MIG Team will develop and submit to City staff one (1) Vision, Goals & Objectives Summary in electronic form after the meeting that will combine and synthesize feedback and comments from this workshop. A PDF of the reduction of wallgraphics produced during the workshop will also be included.

### **2.10 Prepare Existing Conditions Memo**

The Phase 1 Existing Conditions Memo will include narrative summaries and descriptions of the various assets, issues and opportunities of the study area, and mapping from the corridor analysis; review of current planning documents; highlights of the corridor analysis; and major opportunities for developing site concepts. The MIG Team will develop one (1) draft in electronic pdf format for City staff review and comment. The City will provide MIG with one consolidated list of comments in electronic format that will be incorporated in the (1) final existing conditions memo, also submitted in electronic pdf form.

#### **Task 2.0 Deliverables:**

- Planning Level Survey Base Map (1 electronic copy in AutoCAD format)
- Preliminary Infrastructure Assessment Memo
- Existing Conditions Maps and Sections (1 electronic copy in pdf format)
- Staff Meeting # 1 display, presentation and handout materials
- Outreach Flyer #1 (1 electronic copy)
- Community Workshop #1 display, presentation and handout materials (1 electronic copy)
- Community Workshop #1: Vision, Goals & Objectives Summary (1 electronic copy)
- Phase 1 Existing Conditions Memo (1 photo-ready copy & 1 electronic copy in pdf format)

## **TASK 3.0: PRELIMINARY CONCEPTS & ALTERNATIVES DEVELOPMENT**

### **3.1 Prepare Framework and Conceptual Alternatives**

Based on the findings from Phase I, the MIG Team will conduct an internal team design charrette to develop a preliminary organizational planning/design framework and preliminary concepts. As part of this effort, the MIG Team will investigate precedents in other comparable corridors, and will also overlay Caltrans' Main Streets criteria. Additionally, the MIG Team will coordinate and exchange information with the City's project team focused on commercial/mixed-use zoning to ensure that the emerging regulatory framework and urban design options are complementary and facilitate a robust and viable retail and economic development environment. All key members of the MIG Team will participate in this charrette. If possible, key City Staff will also participate in the design charrette.

Following the design charrette, MIG will develop overarching planning principles and the following preliminary concepts in sketch-level format:

- **Overall organization framework** for improvements/revitalization (that include layers of land use, inter-connected open space, automobile/bicycle/pedestrian circulation, and wayfinding);
- **Design improvement ideas** for the corridor's public realm (identifiable streetscape themes; improved street sections showing sidewalks, curbs and gutters; intersection enhancements; ADA compliance; parking; traffic calming; and street furniture such as signage, street lights, utility poles, etc.; nature of sidewalks; landscaping including planting and trees, etc.); façade improvements; and the interface between the public and private realm (building and parcel edge articulation);
- **Circulation** improvements that identify characteristics of the right-of-way, transit access and services, medians, bicycle routes, and pedestrian routes; and
- **Regulatory framework** of policy options linked to Caltrans' roadway enhancement requirements that would support the manifestation of concepts and the overall revitalization of the area.

### **3.2 Staff Meeting #2: Concepts Development**

The MIG Team will meet with City Staff to present the aforementioned concepts and preliminary key elements of the Plan. MIG will provide City with a portfolio of maps and diagrams illustrating the various concepts and alternatives. City Staff will provide MIG with consolidated list of comments in electronic format. The project team will also discuss the agenda, format and overall outreach efforts for Community Workshop #2.

### **3.3 Revise Concepts**

Based upon feedback received from the previous meeting, the MIG Team will revise the preliminary concepts and improvement strategies, and submit one electronic copy in pdf format for review by City staff to be presented at the upcoming Community Workshop #2. The MIG Team will also create up to three preliminary streetscape photo-simulations that reflect overall design concepts, such as streetscape enhancements and intersection improvements.

### **3.4 Design Outreach Flyer #2**

As a primary outreach tool, the MIG Team will develop a bilingual (English and Spanish) flyer that will include all information for Community Workshop #2 including date, registration, transportation, accommodation, and other information. The flyer will be printed and distributed by City staff to its contacts/ mailing lists, emailed in electronic form, and provided to organizations for on-site distribution to their staff and constituencies, particularly those located in and around the corridor.

### **3.5 Prepare and Conduct Community Workshop #2**

The second Community Workshop will focus on a brief review of the outcomes of Phase I, as well as a detailed review of the draft concepts for the corridor. The MIG Team will prepare a PowerPoint slideshow and presentation graphics (poster-size) to illustrate the draft concepts. The MIG Team will prepare graphics (maps and sections) for display and interactive use that show the project area and the opportunities and constraints. Breakout

sessions or design charrette materials may also be appropriate for this forum. The MIG Team will also prepare and provide workshop materials that include agendas, comment cards, sign-in sheets, and nametags. The MIG Team will provide up to three (3) facilitators/graphic recorders and technical presenters to document the discussion for the workshop. The MIG Team will also provide bilingual facilitation, as appropriate, to engage Spanish-speaking community members. The MIG Team will develop and submit to City staff a brief summary memo in electronic form after the meeting that will combine and synthesize feedback and comments from this workshop. A PDF of the reduction of wallgraphics produced during the workshop will also be included.

**Task 3.0 Deliverables:**

- Portfolio of Sketch-Level Concepts illustrating preliminary alternatives (1 electronic copy)
- Staff Meeting #2 display, presentation and handout materials (1 electronic copy)
- Outreach Flyer #2 (1 electronic copy)
- Revised preliminary alternatives (1 electronic copy)
- Community Workshop #2 display, presentation and handout materials (1 electronic copy)
- Community Workshop #2 Summary Memo (1 electronic copy)

**TASK 4.0: PREFERRED ALTERNATIVE DEVELOPMENT**

**4.1 Prepare Preferred Alternative**

Based on the feedback received from the City Staff and Community, the MIG Team will prepare the concepts into one preferred alternative for the corridor. This will include development of plan-level graphics, sections, sketches, and photo-simulations (up to three) to provide 3-D visualization for the corridor.

**4.2 Staff Meeting #3: Preferred Alternative**

The MIG Team will meet with City Staff to present the concepts of the one preferred alternative. City Staff will provide MIG with consolidated list of comments in electronic format that will be included in the revised concepts presented at the third Community Workshop

**4.3 Initial Presentation to the City Council**

The MIG Team will prepare a PowerPoint show and meet with the City Council to present and discuss the preferred alternatives.

**4.4 Refine Preferred Alternative**

Based on the feedback received from Staff and City Council, the MIG Team will refine the concepts into one preferred alternative for the corridor. This will include development of plan-level graphics, sections, sketches, and photo-simulations (up to three) to provide 3-D visualization for the corridor.

#### **4.5 Traffic Analysis**

The traffic analysis will be done to provide results of the effects of the proposed project along the project roadway. The analysis will include the following tasks:

##### *SUB TASK 1 STUDY SCOPING*

KOA will work with the City of Imperial Beach to confirm the study area, trip generation and project trips distribution for the proposed project.

##### *SUB TASK 2 DATA COLLECTION*

This scope of work and cost estimate assumes that 24-hour machine counts will be required for up to four (4) roadway segments. We expect that AM and PM peak hour turn volume data will be collected for five (5) intersections. Additional study locations are not included in this scope of work.

##### *SUB TASK 3 CUMULATIVE PROJECT RESEARCH*

KOA will work with the City of Imperial Beach to collect the relevant cumulative projects to be included in the analysis.

##### *SUB TASK 4 FIELD REVIEW*

KOA will perform a field survey in the study area and at the study intersection. The field inventory will include striping and lane capacities at the study intersections, roadway geometry, type of traffic operations at intersections, signal timing and operations, surrounding land uses and other features. The status of the related projects in the study area will also be checked in the field.

##### *SUB TASK 5 TRIP GENERATION*

KOA will calculate daily and peak hour trips for the project based on the accepted trip generation rates that are found in SANDAG's *(Not So) Brief Guide to Trip Generation* or the *City of San Diego Trip Generation Manual*. Other rates may be derived from the *ITE Trip Generation Manual* where appropriate.

##### *SUB TASK 6 TRIP DISTRIBUTION / ASSIGNMENT*

The project trip distribution and assignment will be based on available traffic count data and our knowledge of traffic patterns in the area. A computerized traffic model run (select zone) to determine the distribution/assignment is included in this scope of work. KOA will work with the Agency to confirm the project trip distribution.

##### *TASK 7 QUALITATIVE ALTERNATIVE EVALUATION*

KOA will review up to three alternative plans qualitatively and provide a memorandum documenting the evaluation.

## *SUB TASK 8 ANALYSIS*

The traffic analysis will follow the guidelines of the City of Imperial Beach. At each of the study locations listed in Task 2 above and for each of the traffic scenarios listed below KOA will perform:

- Intersection analysis
- Roadway segment analysis

A CMP level analysis (HCM arterial analysis) is not included in this scope of work.

Scenarios to be included in the study:

- Existing conditions
- Long-term conditions without project
- Long-term conditions with project

Alternatives to be included in the study:

- No build
- Preferred Alternative

## *SUB TASK 9 MITIGATION*

Any significant impact of the project to study roadway segments or intersections will have to be mitigated to a level of insignificance as defined by the City of Imperial Beach. KOA will develop potential mitigation measures to address project impacts, if necessary. These mitigation measures are based on planning level evaluation (conceptual designs are not included in this scope of work).

## *DELIVERABLES*

- Qualitative Alternative Evaluation Memorandum
- Draft and Final Traffic Study

### **4.6 Cost Estimation**

The proposed alternative will have all primary pay items identified to estimate the cost of construction. The Cost Estimation will be to a typical “planning level”, but will be to sufficient detail to establish an expected construction budget for the selected alternative. MIG will present cost estimate for review. City Staff will provide MIG with one (1) consolidated list of comments in electronic format.

### **4.7 Design Outreach Flyer #3**

As a primary outreach tool, the MIG Team will develop a bilingual (English and Spanish) flyer that will include all information for Community Workshop #3 including date, registration, transportation, accommodation, and other information. The flyer will be printed and distributed by City staff to its contacts/ mailing lists, emailed in electronic form, and provided to organizations for on-site distribution to their staff and constituencies, particularly those located in and around the corridor.

### **4.8 Prepare and Conduct Community Workshop #3**

The third Community Workshop will focus on a brief review of the project outcomes to-date, as well as a detailed review of the preferred alternative for the corridor. The MIG Team will prepare all workshop materials consistent with earlier workshops. The MIG Team will provide up to three (4) facilitators/graphic recorders or technical presenters. A PDF of the reduction of wallgraphics will be provided to Agency staff with a brief summary report of the workshop outcomes.

**Task 4.0 Deliverables:**

- Portfolio of Preferred Alternative concepts (1 electronic copy)
- Qualitative Alternative Evaluation Memorandum (1 electronic copy)
- Draft and Final Traffic Study (1 electronic copy)
- Cost Estimate (1 electronic copy)
- Staff Meeting #3 display, presentation and handout materials (1 electronic copy)
- Initial City Council Presentation display and presentation (1 electronic copy)
- Outreach Flyer #3 (1 electronic copy)
- Community Workshop #3 display, presentation and handout materials (1 electronic copy)
- Community Workshop #2 Summary Memo (1 electronic copy)

**TASK 5.0: DRAFT & FINAL MASTER PLAN**

**5.1 Prepare Administrative Draft Master Plan and Implementation Process**

The MIG Team will prepare the Administrative Draft Master Plan and Implementation Process that will include: a description of the future vision for the area; key assets, issues and opportunities; overall development/revitalization framework; land use revisions; circulation and right-of-way improvements; streetscape and pedestrian improvements; environmental review requirements; phasing and prioritization of improvements. MIG will work with City Staff to identify financial strategies to implement the various improvements.

The MIG Team will provide City Staff with one hard copy and one electronic file in pdf format of the Administrative Draft Plan for a round of review and revisions. City Staff will provide MIG with one (1) consolidated list of comments in electronic format.

**5.2 Environmental Review**

The MIG Team will complete a CEQA Initial Study Checklist for the refined Preferred Alternative to identify potential impacts of the plan to the community and natural resources. This will include outlining the anticipated environmental document to satisfy CEQA and NEPA, considering the involvement of various agencies for permitting and funding, severity of impacts of the Master Plan features, and potential level of controversy within the community. Development of the Checklist will include public input via the Community Workshops. MIG will provide City Staff with one electronic file in pdf format of the Initial Study Checklist Memo for a round of review and revisions. City Staff will provide MIG with one (1) consolidated list of comments in electronic format that will be incorporated in the final Checklist Memo.

### **5.3 Staff Meeting #3: Preferred Alternative**

The MIG Team will meet with City Staff to present and discuss the key elements of the Administrative Draft Mast Plan & Implementation Process. City Staff will provide MIG with consolidated list of comments in electronic format that will included in the Final Draft Master Plan & Implementation Process.

### **5.4 Prepare Final Draft Master Plan and Implementation Process**

Based on comments from the City Staff, the MIG Team will prepare the Final Draft Master Plan and Implementation Process for public review. The MIG Team will provide City staff with one hard copy and one electronic file in pdf format of the Final Draft Plan. City Staff will provide MIG with one (1) consolidated list of comments in electronic format.

#### **Task 5.0 Deliverables:**

- Administrative Draft Master Plan and Implementation Program (1 electronic copy in pdf format & 1 hard copy)
- Environmental Review Initial Study Checklist Memo (1 electronic copy)
- Final Draft Master Plan and Implementation Program(1 electronic copy in pdf format & 1 hard copy)

## **TASK 6.0: PLAN ADOPTION**

### **6.1 Presentation to the Design Review Board**

The MIG Team will prepare a PowerPoint show and meet with the Planning Commission to present and discuss the Final Draft Plan.

### **6.2 Final Presentation to the City Council**

The MIG Team will prepare a PowerPoint show and meet with the City Council to present and discuss the Final Draft Plan.

### **6.3 Prepare Final Master Plan**

Based on comments from the City Council, Planning Commission and City Staff, the MIG Team will prepare the Final Master Plan and Implementation Process. The MIG Team will provide City staff with one hard copy and one electronic file in pdf format of the Final Plan.

#### **Task 6.0 Deliverables:**

- Powerpoints for Planning Commission and City Council Hearings
- Final Master Plan and Implementation Program (1 electronic copy & 1 hard copy)



Palm Avenue Commercial Corridor Master Plan

Estimated Budget 09-07-07--FINAL

Tasks	Staff person:		M. Malhotra, Project Manager		A. Pendoley, D. Project Manager		Project Associate		Project Assistant		Total MIG Time		KOA Total	KTU+A Total	WalkSanDiego Total	Hon Consulting Total	Direct Costs Totals *	TASK TOTALS	Phase Subtotals
	Hours @	\$150.00	Hours @	\$140.00	Hours @	\$110.00	Hours @	\$85.00	Hours @	\$75.00	Totals	Totals							
<b>1.0 Project Initiation</b>																			
1.1 Mobilization Meeting: Kick-off & Site Tour	6	\$900	8	\$1,120	8	\$880		\$0	4	\$300	26	\$3,200	\$500	\$480			\$400	\$4,580	
1.2 Finalize Work Scope, Budget and Overall Process	1	\$150	8	\$1,120	4	\$440		\$0	2	\$150	15	\$1,860					\$50	\$1,910	
1.3 Finalize Community Outreach Program		\$0	2	\$280	8	\$880		\$0	2	\$150	12	\$1,310			\$750		\$250	\$2,310	
1.4 Project Management & Administration	4	\$600	20	\$2,800	40	\$4,400		\$0	8	\$600	72	\$8,400					\$600	\$9,000	
<b>2.0 Assessment of Existing Conditions &amp; Regulations</b>																			
2.1 Analyze Corridor-Functional, Visual, Facilities & Circulation	8	\$1,200	16	\$2,240	6	\$660	24	\$2,040		\$0	54	\$6,140		\$2,360			\$800	\$9,300	
2.2 Review Existing Conditions Reports & Current Projects	1	\$150	4	\$560	2	\$220	4	\$340		\$0	11	\$1,270					\$150	\$1,420	
2.3 Stakeholder Interviews		\$0	8	\$1,120	12	\$1,320		\$0	4	\$300	24	\$2,740		\$640	\$750		\$500	\$4,630	
2.4 Planning Level Survey	2	\$300	4	\$560		\$0	16	\$1,360	8	\$600	30	\$2,820	\$5,000				\$300	\$8,120	
2.5 Preliminary Infrastructure Assessment		\$0	2	\$280		\$0	2	\$170		\$0	4	\$450	\$4,000				\$200	\$4,650	
2.6 Prepare Existing Conditions Maps & Sections	2	\$300	12	\$1,680	4	\$440	40	\$3,400		\$0	58	\$5,820					\$400	\$6,220	
2.7 Staff Meeting #1: Existing Conditions	6	\$900	8	\$1,120	8	\$880		\$0		\$0	22	\$2,900	\$500				\$400	\$3,800	
2.8 Design Outreach Flyer #1		\$0	1	\$140	8	\$880	12	\$1,020		\$0	21	\$2,040					\$150	\$2,190	
2.9 Prepare & Conduct Community Workshop #1	8	\$1,200	12	\$1,680	16	\$1,760	8	\$680	8	\$600	52	\$5,920		\$640	\$750		\$800	\$8,110	
2.10 Prepare Existing Conditions Memo	2	\$300	12	\$1,680	16	\$1,760	4	\$340		\$0	34	\$4,080					\$100	\$4,180	
																			\$70,420
<b>3.0 Preliminary Concepts &amp; Alternatives Development</b>																			
3.1 Prepare Framework & Conceptual Alternatives	12	\$1,800	20	\$2,800	8	\$880	40	\$3,400		\$0	80	\$8,880	\$6,500	\$6,600	\$450	\$500	\$200	\$23,130	
3.2 Staff Meeting # 2: Concepts Development	6	\$900	8	\$1,120	8	\$880		\$0		\$0	22	\$2,900	\$500				\$40	\$3,440	
3.3 Revise Preliminary Concepts	4	\$600	8	\$1,120		\$0	20	\$1,700	8	\$600	40	\$4,020					\$400	\$4,420	
3.4 Design Outreach Flyer #2		\$0		\$0	4	\$440	6	\$510		\$0	10	\$950					\$50	\$1,000	
3.5 Prepare and Conduct Community Workshop # 2	2	\$300	10	\$1,400	16	\$1,760	8	\$680	8	\$600	44	\$4,740		\$640	\$750		\$600	\$6,730	
<b>4.0 Preferred Alternative Development</b>																			
4.1 Prepare Preferred Alternative	6	\$900	10	\$1,400		\$0	40	\$3,400	8	\$600	64	\$6,300					\$100	\$6,400	
4.2 Staff Meeting # 3: Preferred Development	6	\$900	8	\$1,120	8	\$880		\$0		\$0	22	\$2,900	\$500				\$400	\$3,800	
4.3 Initial City Council Presentation			8	\$1,120	8	\$880					16	\$2,000					\$400	\$2,400	
4.4 Refine Preferred Alternative	2	\$300	4	\$560		\$0	16	\$1,360		\$0	22	\$2,220					\$100	\$2,320	
4.5 Traffic Analysis		\$0	2	\$280			4	\$340		\$0	6	\$620	\$30,500				\$100	\$31,220	
4.6 Cost Estimation	2	\$300	2	\$280				\$0			4	\$580	\$1,500				\$50	\$2,130	
4.7 Design Outreach Flyer #3		\$0		\$0	4		4	\$340		\$0	8	\$340					\$100	\$440	
4.8 Prepare & Conduct Community Workshop # 3	2	\$300	10	\$1,400	16	\$1,760	8	\$680	8	\$600	44	\$4,740		\$640	\$750		\$500	\$6,630	
																			\$94,060
<b>5.0 Admin. Draft &amp; Final Draft Master Plan Development</b>																			
5.1 Prepare Admin. Draft Master Plan & Implementation Process	8	\$1,200	20	\$2,800	60	\$6,600	40	\$3,400	4	\$300	132	\$14,300					\$40	\$14,340	
5.2 Environmental Review	1	\$150	4	\$560	2	\$220	4	\$340		\$0	11	\$1,270				\$4,000	\$170	\$5,440	
5.3 Staff Meeting #4: Admin. Draft Master Plan	6	\$900	8	\$1,120	8	\$880		\$0		\$0	22	\$2,900	\$500				\$400	\$3,800	
5.4 Prepare Final Draft Master Plan & Implementation Process	1	\$150	8	\$1,120	20	\$2,200	12	\$1,020	4	\$300	45	\$4,790					\$300	\$5,090	
																			\$28,670
<b>6.0 Plan Adoption</b>																			
6.1 Presentation to Design Review Board		\$0	8	\$1,120	8	\$880		\$0		\$0	16	\$2,000					\$200	\$2,200	
6.2 Final Presentation to City Council		\$0	8	\$1,120	8	\$880		\$0		\$0	16	\$2,000					\$400	\$2,400	
6.3 Prepare Final Master Plan	1	\$150	2	\$280	8	\$880	4	\$340	4	\$300	19	\$1,950					\$300	\$2,250	
																			\$6,850
<b>PROFESSIONAL TIME TOTAL</b>	99	\$14,850	265	\$37,100	318	\$34,540	316	\$26,860	80	\$6,000	1078	\$119,350	\$50,000	\$12,000	\$4,200	\$4,500			
<b>DIRECT COSTS TOTAL</b>																	\$9,950		
<b>TOTAL ESTIMATED COSTS</b>																			\$200,000

Note: Additional services will be billed on a time and materials basis.  
MIG will undertake no additional work without prior consent of the Client.  
Direct costs include mileage associated with travel to meetings; hotels; delivery charges and mailings; large-scale color and b/w plots; wallgraphic reductions; meeting/graphic supplies; and phone.  
\* Rounded to the nearest dollar